

Tender
For
Cafeteria of IPD Building
At
All India Institute of Medical Sciences, Jodhpur

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|-------------------------|---|
| NIT No. | : Admn/Tender/185-2/2017-AIIMS.JDH |
| NIT Issue Date | : 15 th February, 2018 |
| Pre bid Meeting | : 22 nd February, 2018 at 03:00 PM |
| Last Date of Submission | : 12 th March, 2018 at 03:00 PM |
| Bid Opening | : 13 th March, 2018 at 03:15 PM |



All India Institute of Medical Sciences, Jodhpur

Basni Phase - II, Jodhpur – 342005, Rajasthan
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All India Institute of Medical Sciences (AIIMS), Jodhpur, Rajasthan, an apex healthcare Institute being established by Act of Parliament of India under aegis of Health & Family Welfare, Government of India, invites online tenders for opening of Cafeteria of IPD Building at AIIMS Jodhpur. You are requested to quote your best offer along with the complete details of specifications, terms & conditions.

Terms & Conditions:

Instructions:

1. **Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.**
2. The complete bidding process is online. Bidders should be in possession of a valid digital Signature Certificate (DSC) of class II or III for online submission of bids. Prior to bidding, DSC needs to be registered on the website mentioned above. For free of cost training of e-bidding process, if required, and for any other assistance, bidder may contact the helpdesk at 0291-2740741.
3. **Tenderer/Contractor are advised to follow the instructions provided in the ‘Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>’.**
4. Not more than one tender shall be submitted by one contractor or contractors having a business relationship. Under no circumstance will father and his son(s) or other close relations who have a business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
5. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing the size of the scanned document.

6. EMD Payment:

The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs. 1,00,000.00 (Rupees One Lakh Only) by way of demand drafts or Bank Guarantee or FDR only. The demand drafts shall be drawn in favour of “**All India Institute of Medical Sciences, Jodhpur**” payable at Jodhpur only. **The demand drafts or Bank Guarantee or FDR for earnest money deposit must be delivered to the AIIMS, Jodhpur on or before the last date of bid submission date/time.** The EMD of the successful bidder shall be returned after the successful submission of Bank Guarantee/ Security Deposit and for unsuccessful bidder(s) it would be returned after award of the contract. Bid(s) received without demand drafts of EMD will be rejected.

The firms who are registered with National Small Industries Corporation (NSIC) / OR Small Scale Industrial (SSI)/ MSME are exempted to submit the EMD (copy of registration must be provided along with).

The Hard Copy of original instruments in respect of earnest money deposit must be delivered to the AIIMS, Jodhpur on or before the last date of bid submission date/time as mentioned. Tenderer shall be liable for legal action for non-submission of original payment instrument like DD, etc. against the submitted bid.

7. Submission of Tender:

The tender shall be submitted online in two parts, viz., technical bid and financial bid. All the pages of the bid being submitted must be signed and sequentially numbered by the bidder irrespective of the nature of the content of the documents before uploading.

8. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

Technical Bid

The following documents are to be furnished by the Contractor along with **Technical Bid** as per the tender document:

- i) Signed and Scanned copy of appropriate value of valid registration certificate, experience certificate as per the tender notice, PAN, GST registration certificate and Tender Acceptance Letter.
- ii) Signed and Scanned copy of documents like Earnest Money Deposit

Scope of Work:

- 1 The Institute requires contractor(s) to run the Cafeteria of IPD Building at AIIMS Jodhpur on subsidized rates as fixed by the Institute to cater for the needs of the patients, attendants, staff and visitors attending the Institute.
- 2 To fix the menu in consultation with the committee of the Institute from time to time.
- 3 To supply Tea/Coffee/Cold Drinks and other beverages as and when required.

Terms & Conditions:**A. General Conditions:**

1. Pre-bid meeting shall be held in the AIIMS Jodhpur to clarify any queries of the tenderer on 22nd February, 2018 at 03:00 PM.
2. **Period of Contract:** The contract period shall commence on the date of Commencement and shall remain for 1 year. The period is further extendable for a maximum period of 2 years (1 year at a time) on the same terms and conditions and the rates at which the contract is awarded will be valid throughout the contract and on claims whatsoever on account of increases in the rate of material to be used and other factors such as statutory payments, etc., shall be entertained and it will be the responsibility of the contractor to bear such other expenses. However, if there is any downward revision of all the rates due to revision of govt. taxes etc. or any other reasons, the same shall be passed on to the AIIMS Jodhpur through appropriate reduction of the contracted rates.
3. All the Technical Bid will be scrutinized, by the evaluation committee constituted by the Director to check all relevant documents for their authenticity and the Tenderer whose Technical tenders are accepted will be informed about the date and time for opening the Financial Bids.
4. No tenderer will be allowed to withdraw after submission of the tenders within the bid validity period otherwise the EMD submitted by the tendering firm would stand forfeited.
5. In case the successful tenderer declines the offer of contract, for whatsoever reason(s), his EMD will be forfeited.
6. A formal contract shall be entered into with the successful tenderer. In this contract, the successful tenderer shall be defined as contractor.
7. The successful tenderer will have to deposit a Performance Bank Guarantee of Rs. 2,00,000.00 (Rupees Two lakh only) by way of Bank Guarantee of scheduled bank in favour of AIIMS, Jodhpur as per the prescribed format attached as Annexure -IV payable at Jodhpur valid for 60 days beyond the expiry period of contract.
8. The successful Tenderer will have to deposit the Bank Guarantee or FDR and commence the work within 15 days of acceptance of tender otherwise the contract may be cancelled and EMD will be forfeited.
9. Each page of the tender documents and papers submitted along with, should be numbered signed and stamped by the authorised signatory in acceptance of the terms and conditions laid down by the AIIMS Jodhpur.
10. The Director, AIIMS, Jodhpur reserves the right to withdraw/relax/modify any of the terms and conditions mentioned in the tender document if it is felt necessary in the benefit of the Institute.
11. The Director, AIIMS, Jodhpur reserves the right to reject all or any tender in whole, or in part, without assigning any reasons thereof.

12. Intending tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders to the nature of the site. The nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstance which may influence or effect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of tender by a tenderer implies that he has read this notice and all other contract documents has made himself aware of the scope and specifications of the work to be done.

13. The Director, AIIMS, Jodhpur does not bind itself to accept the highest rates or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.

14. The contractor shall take at his own cost, if required, necessary insurance cover in respect of staff and other personnel to be employed or engaged by him in connection with the afore mentioned services to AIIMS and shall indemnify AIIMS against all acts of omissions, fault, breaches and or any claim or demand, loss injury and expenses to which AIIMS, Jodhpur may be party or involved as a result of the contractor failure to comply and of the obligation under the relevant act law which the contractor is to follow.

15. The successful bidder/contractor will be required to enter into an Agreement/ Contract.

16. The services will be provided to the Institute at the fixed rate.

17. The timings and working days of the cafeteria will be regulated by the committee.

18. The contractor shall display the list of items & rates in the premises.

19. The tenderer are advised to visit the site before participating in the tender. The tenderer should assess the volume of business by him. The Institute will not guarantee any minimum/ maximum business.

20. The services of the cafeteria will be at the disposal of the Public & Attendants. The users of the cafeteria shall be paying for the services directly to the tenderer.

21. The cafeteria will run on all days including Sundays and Holidays from 06:00 AM to 10:00 PM.

22. The contractor will be responsible for maintaining adequate number of persons engaged in cooking distribution of food and disposal of garbage and left over food.

23. The cafeteria should be kept neat & clean and free of unhygienic conditions. The contractor should keep the site clean. If at any point, the premises found to be unclean, the contractor shall be held responsible and penalty of Rs. 1,000/- per occasion shall be imposed.

24. The responsibility of maintaining the cleanliness and hygienic condition of the cafeteria and proper disposal of waste will be of the contractor, at his own cost. In case of violation of this condition, Management Committee may have the right to impose a fine and the contract may be cancelled by giving a week's notice to vacate the premises.

25. The bearer / staff (not below the age of 18 years) employed by the contractor shall have to be medically fit and kept neat and clean. The contractor shall not employ young children as prohibited under the law / rules / regulations.

26. The contractor will make his own arrangement for cooking gas, crockery, cutlery, glasses and other kitchen equipment. Disposable good quality paper made items for tea etc. shall be allowed but not of

plastic material.

27. The contractor shall be responsible for ensuring safety and maintenance of all the equipment/fixtures installed/provided by the Institute, during the entire period of the contract. If any damage/loss of equipment/fixtures found then the same will be recovered from the contractor. The contractor shall take adequate fire pre-cautions.

28. The contractor shall maintain the Institute premises in good condition and shall not cause any damage thereto. If any damage is caused to the premises by the contractor or his workers, employees or agents the same shall be rectified by the contractor at his own cost either by rectifying the damage or by paying cash compensation as may be determined by the Institute.

29. The successful tenderer shall not sub-let the premises either in whole or in part. The premises shall not be used for residential purposes even for the cafeteria staff. No additions or alterations of the premises will be made without permission of the Institute. No bathing and washing of clothes etc. will be allowed in the cafeteria.

30. The contractor and his employees would be governed by the discipline rules as may be laid down by the Institute while they are in the Institute premises.

31. Electricity charges shall be paid by contractor as per actual consumption on the prevailing rates of Jodhpur Vidyut Vitran Nigam Limited (JDVVNL) or at such higher rates as may be decided by the Institute from time to time .**The space shall be provided on payment of monthly rent. The designated area is approximate 1000 square meters.** Water will be provided by the Institute.

32. The technically qualified Bidder who submits the highest financial bid amount shall be declared as successful bidder (H1) and communication to that effect shall be made subject to approval and as decided by the competent Authority.

33. Quality of food/services provided will be inspected/checked from time to time and if found unsatisfactory the contract may be cancelled at any time by the Institute with/ without furnishing any notice. The Institute reserves the right to impose a fine, if deemed necessary.

34. The conduct/characters/antecedents and proper bonafide of the workers in the cafeteria shall be the sole responsibility of the contractor. However, the contractor should provide the necessary details of all its employees (permanent, temporary, casual) to the Institute. All the employees should be police verified.

35. The decision to award the cafeteria contract will be taken on the basis of prices quoted, feasibility, quality and quantity.

36. The contractor will use only the commercial cylinder and ISI marked gas stove for the purpose of cooking.

37. Police verification and worker's identity cards will be compulsory before taking the charge of complementary cafeteria. Employees will be in proper uniform provided by the contractor, medically found fit, hygienically suitable, nails trimmed, haircut and shave taken.

38. Electronic billing machine for token system will be necessary.

39. The tenderer shall be required to display the price list of all the food articles, soft drinks, tea, coffee and juice sold in the cafeteria. The prices of the items sold in AIIMS, JODHPUR cafeteria shall not be more than the local market rate and shall be got approved and reviewed by committee of AIIMS, JODHPUR officials on regular basis. The approved rate list shall be displayed at proper location within the cafeteria by the tenderer.

40. The tenderer must visit the campus and the cafeteria premise to see the infrastructure before bidding. The tenderer will be provided on monthly maintenance charge for the space and infrastructure like tables, chairs, lights, fans, water coolers and water supply. Cafeteria furniture, kitchen utensils, serving plates, LPG etc. will be provided by the tenderer.

41. As regards quality of materials and preparation, the tenderer shall ensure that: (a) Food ingredients, additives and materials must be of best quality available in the market, (b) Vegetables, bread, fruits, chicken and other such perishable items should be purchased fresh from the market on daily basis, (c) the Tenderer shall take meticulous care to provide clean and quality food in all preparations, (d) the menu decided by the Committee should be invariably followed. The committee members shall have free access to inspect the kitchen, service counters and dining hall at any time on any working day, and (e) waste and garbage disposal must be done twice a day on regular basis.

42. The Tenderer shall ensure that the staff engaged by him observes safety precautions and security regulations at the campus.

43. The Tenderer shall not utilize the premises and facilities of the Institute to cater any other client, other than AIIMS, JODHPUR Public & Attendants and visiting guests.

44. The tenderer shall not keep the cafeteria closed without prior permission from the AIIMS, JODHPUR authority. Any such incident shall be treated as breach of contract and suitable action including penalty shall be taken for the same by AIIMS, JODHPUR, as it may deem fit.

45. The tenderer shall bring their own tools, cookers, hot boxes, steam boxes, trolleys, equipment, utensils, plates, jugs, etc., in sufficient quantity as needed to maintain the cafeteria services, in addition to what is provided by AIIMS, JODHPUR.

46. Any attempt at negotiation direct or indirect on the part of the tenderer with the authority to whom he has submitted the tender or the authority who is competent finally to accept it after he has submitted his tender or any endeavour to secure any interest for an actual or prospective tenderer or to influence by any means the acceptance of a particular tender will render the tender liable to exclusion from consideration.

B. LEGAL TERMS AND CONDITIONS

47. The Tenderer and his staff shall abide by various rules and regulations of AIIMS, JODHPUR as prevalent from time to time.

48. The Tenderer shall comply with all existing labour legislations and Acts, Provisions, such as Contract Labour Regulation Act, Workmen's' Compensation Act, Minimum Wages Act, Payment of Wages Act, Provident Fund Act, ESI Act, etc. For any lapse or breach on the part of the Tenderer in respect of non-compliance of any Labour legislation in force during the validity of the contract, the Tenderer would be fully responsible and would indemnify the Institute, in case the Institute is held liable for the lapse if any, in this regard.

49. The Tenderer shall submit to AIIMS, JODHPUR a list of all workers engaged to carry out the catering work, indicating name, age, home address, qualifications, etc, and would also intimate as and when any change takes place. The Tenderer shall not at any time engage any minor to carry out the work under the contract.

50. The Tenderer shall undertake that any act of omission or commission including theft, by his staff shall be his sole responsibility and further that he would compensate the Institute immediately, any loss or damage or theft occurring on account of his staff individually or collectively.

51. AIIMS, JODHPUR would have the right to terminate the contract without notice before the expiry of the term, in case the work performance is not up to the standard, or in case there is any violation of AIIMS, JODHPUR rules & regulations, or if there is any lapse in compliance of any labour legislation,

or if there is any incident of indiscipline on the part of the Tenderer or his staff. The decision of AIIMS, JODHPUR's management in this regard would be final and binding on the Tenderer. In such an event, AIIMS, JODHPUR shall have the right to engage any other tenderer to carry out the task.

52. The Tenderer and his staff shall comply with all instructions and directions of the AIIMS, JODHPUR authorities given from time to time. In the event of any emergent situation, the staff of the Tenderer shall comply with instructions given by the AIIMS, JODHPUR authorities, without waiting for confirmation by the Tenderer.

53. All the workers engaged by the Tenderer for carrying out tasks under this contract, shall be deemed to be the employees of the Tenderer only. The tenderer shall be solely responsible for their wages, fringe benefits, conduct, duty roster, leave-records, relievers, etc. The tenderer shall also provide its Workers photo-identity cards which shall be checked by the AIIMS, JODHPUR, as and when necessary.

54. The successful vendor shall maintain a complaint book in a prominent place in the premises and in such a way that it is easily accessible to any person who wishes to record any complaint and the said book shall be open for inspection by the concerned officer of AIIMS, Jodhpur.

55. The Contractor shall maintain and provide all necessary documentation, registers and records in connection with the performance of cafeteria and other related documents including for complying with any statutory requirements and provisions of applicable laws.

56. Noncompliance of any terms and conditions enumerated in the contract shall be treated as breach of contract.

57. The contractor shall ensure that the person deployed are disciplined and conduct in office premises, be best suitable and is entailed on enforce in prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work and engaging in gambling, satta or any immoral act.

58. **Dispute Settlement:** - It is mutually agreed that all differences and disputes arising out of or in connection with this agreements shall be settled by mutual discussions and negotiations if such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the sole Arbitrator appointed by the Director, AIIMS, JODHPUR whose decision shall be final and binding on both the parties.

C. Payment Terms:

59. Charges for the lunch, snacks etc. provided on occasions as per the orders of AIIMS, JODHPUR shall be paid on submission of bills.

60. The successful bidder will have to deposit a rent of 3 months in advance after taking the possession.

61. If successful bidder fails to deposit the rent and security in one month, the contract will be awarded to the next higher bidder.

62. The rent of the Cafeteria of IPD Building will have to be paid by the 5th every month in advance, in case of holiday, on the next working day, failing which penalty @ Rs. 500/- per day shall be imposed for delayed period.

63. The payment towards hospitality bills of AIIMS, JODHPUR office shall be released on a monthly basis after scrutiny of authorization of supply and the prices claimed by tenderer. Any supply of food items without proper authorization by the designated authority of AIIMS, JODHPUR shall not be paid for.

64. The tenderer shall charge for beverage/bakery items etc., from student at prescribed rates in cash which is beyond the scope of contract for listed bonafide students availing catering services.

65. Similarly, as and when Public & Attendants avail cafeteria, such charges should be collected by the tenderer directly, and the Institute shall not be responsible for the same.

D. Qualifying Requirements:-

66. The firm must have valid food license certificate issued on or before date of issuance of tender.

67. The annual average turnover of services provided by the bidder should not be less than Rs. One Crore during the last three financial years as per their audit book of accounts/Tax returns.

68. The bidder shall have at least 3 years' experience of cafeteria services in Government Hospitals.

69. A firm having any suit/criminal case pending against its proprietor or any of its Directors (in case of Pvt. Ltd. Company) or having been earlier convicted for violation of PF/ESI/Minimum Wages Act or any other laws in force shall also not be eligible.

70. Bid should be complete and covering the entire scope of job and should confirm to the General and Special Conditions indicated in the bid documents. Incomplete and non-confirming bids will be rejected outright.

71. No Joint Venture/ Consortium is allowed to participate in the Tender Process.

72. Tenderer should submit an undertaking on firm's letter head in this regard.

73. List of the present contract with public and private hospitals.

74. Certificate for registration with income tax, GST, PF, ESI, and any authority applicable for the last three years.

75. **Authority of person signing document:** - A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warranty, that he has authority to bind such other and if, on enquiry, it appears that the person so, signing had no authority to do so, the Director, AIIMS Jodhpur may without prejudice to other Civil and criminal remedies cancel contract and held the signatory liable for all cost and damages.

76. **Validity:** The quoted rates must be valid for a period for 180 days from the date of closing of the tender. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.

77. In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.

78. **Arbitration:** If any difference arises concerning this agreement, its interpretation on payment to the made there-under, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an Arbitral Tribunal containing Sole Arbitrator to be appointed by the Secretary, Department of Legal Affairs. Such requests shall be accompanied with a panel of names of three persons to act as the sole arbitrator. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three

persons to be submitted by the claimant. The provision of Arbitration and Conciliation Act, 1990 and the rule framed there under and in force shall be applicable to such proceedings.

79. Subletting of Work: The firm shall not assign or sublet the work/job or any part of it to any other person or party without having first obtained permission in writing of AIIMS, Jodhpur, which will be at liberty to refuse if thinks fit. The tender is not transferable. Only one tender shall be submitted by one tenderer.

80. Breach of Terms and Conditions: In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the work order/ job without assigning any reason thereof and nothing will be payable by AIIMS, Jodhpur in that event the security deposit shall also stands forfeited.

81. Insolvency etc.: In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified AIIMS, Jodhpur shall have the power to terminate the contract without any prior notice.

82. The AIIMS Jodhpur, reserves the right to review the performance of the firm every three months or whenever a need arises, and also to terminate the contract at any point of time during the currency of the contract in case of performance and the service rendered by the contract firm is found to be unsatisfactory. The decision of the competent authority shall be binding on the contract firm. The AIIMS Jodhpur further reserves the right to renew the contract the such period(s) as it may deem necessary, taking into account the satisfactory performance of the firm during the currency of the contract.

83. In case of pecuniary and material loss suffered by the Institute on account of negligence attributable to the Contractor or his employees, the AIIMS Jodhpur will have the right to forfeit the Security Deposit falls short or found to be insufficient to the loss thus incurred by the Institute, the balance, as may be necessary shall be recovered from the contractual charges due to the contractor's firm. All disputes arising out of or in connection with the contract shall be settled by the sole arbitration of the competent authority in this behalf.

84. The standard of sanitation will always be upto the satisfaction of the authorized representative or the officer-incharge whose decision in this regard shall be final and binding on the contractor.

85. The contractor shall supply to his workers all gadgets/articles required for safety purposes, such as gas masks, torch, safety belt, gas lantern etc. He may also maintain a First Aid Box to meet any emergency situation in respect of staff deputed by him.

86. The intending tenderers may mention the rates clearly in figures as well as in words in the enclosed format. The tenders not submitted in the specified manner or those found to be incomplete in any respect would be summarily rejected.

87. The work shall be carried out satisfactorily as per the directions of the competent authority of the AIIMS Jodhpur. The Director in the AIIMS Jodhpur reserves the right to impose a monetary penalty not exceeding 10% of the monthly contractual charges of the respective item, if he notices or it is brought to his notice any unsatisfactory cleaning, non-wearing of uniforms and gumboot by the employees deputed by the contractor firm.

88. After due evaluation of the bid(s) Institute will award the contract to the highest evaluated responsive tenderer .However ,the successful bidder has to supply the items (Annexure II) on the rates as mentioned in the financial bid.

89. Conditional bid will be treated as unresponsive and it may be rejected.

90. Applicable Law:

- The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing.
- Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Jodhpur, Rajasthan, India only.
- The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Jodhpur. The decision of the Arbitrator shall be final and binding on both the parties.

91. Hygiene & Other Standards for the staff provided by the Contractor:

- The contractor shall be responsible for behaviour and conduct of his workers. No workman with doubtful integrity of having bad record shall be engaged by the contractor.
- The employees should be in proper uniform at the time of work. The uniform provided to the workers by the contractor should be different and distinguish from other categories of the Institute staff with name plate & badges.
- The employees should be presentable in appearance i.e. well cut and groomed hair, properly combed, neat shaved etc.
- Contractor/service provider shall get medical examination of the staff deployed to ensure that they are free from any contagious diseases and/or are fit for discharge of duties as are assigned to him/her. Medical certificate every six months shall be provided starting from the date of start of work.
- The Contractor shall provide its staff, a minimum of two sets of uniforms. The employees shall also display a photo identity card on their person clipped to the shirt at all times.

92. Right of the AIIMS, Jodhpur: - The AIIMS, Jodhpur reserves the right to suitably increase/reduce the scope of work put to this Tender. In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the contract Document, interpretation of the Clauses by the AIIMS, Jodhpur shall be final and binding on all Parties.

93. Force Majeure: -

(i) Neither party shall be deemed to be in breach of this agreement if failure to comply with the requirement of this agreement is due to circumstances beyond the control of AIIMS or Successful vendor.

(ii) If because of any strike or lockout either in AIIMS or in the Local area, the Successful vendor is unable to function or his business is affected, AIIMS shall not be liable for any loss, which the Successful vendor may suffer in such an event.

**Administrative Officer
AIIMS Jodhpur**

Annexure-I**Technical Bid**

(In Separate sealed cover-I super scribed "Technical Bid")

Having read and accepted all terms and condition in the tender document we submit the details for Cafeteria as follows:-

| | | |
|-----------|---|--|
| 1 | Name and address of the Registered office of the agency/ firm | |
| 2 | Name of the owner(s) Partners (Attach Bio-data of all Partners) | |
| | Telephone no. | |
| | Residence | |
| | Office | |
| | Mobile | |
| 3 | List of Organizations/office, where firm is presently providing cleaning services (Mention) | |
| 4 | Details of EMD No. Date, Amount, and Bank name | |
| 5 | Whether the firm/ agency is registered, attached copy of the certificate of registration | |
| 6 | GST Number | |
| 7 | PAN | |
| 8 | Food Licence | |
| 9 | Details of the Similar work which have done by the contractor or in under process (please attach proof) | |
| 10 | Please attach the copies of the Annual certificate/ audited balance sheets for 2015-16, 2016-17 and 2017-18. | |

Name: -

Address: -

Phone No: -

Email: -

Seal: -

Place:-

Date :-

Annexure-II**List of items**

(To be submitted on the letterhead of the company / firm)

| S.No | Item Name | Price in Rs. |
|----------------------------------|---|--------------|
| Thali | | |
| 1. | Veg. thali/Special Thali Two roti, Dal, Sabzi, Rice and curd in special thali paneer sabzi be also provided. | 45.00/50.00 |
| Vegetable dishes [200 gm] | | |
| 2. | Green Vegetable | 12.00 |
| 3. | Seasonal vegetable | 12.00 |
| 4. | One Paneer Dish | 12.00 |
| 5. | Dal | 12.00 |
| 6. | Dahi [100 gm] | 7.00 |
| 7. | Raita [100 gm] | 9.00 |
| 8. | Roti | 3.00 |
| Breakfast | | |
| 9. | Aloo Paratha (7inches diameter) | 15.00 |
| 10. | Onion Paratha (7inches diameter) | 15.00 |
| 11. | Gobi Paratha (7inches diameter) | 15.00 |
| 12. | Puri with Aaloo Tamatar Sabji (4 Pcs) | 20.00 |
| 13. | Butter toast | 6.00 |
| 14. | Jam toast | 6.00 |
| 15. | Veg/Aloo Sandwich [80 gm] | 8.00 |
| 16. | Egg Omlete | 7.00 |
| 17. | Boil Egg | 6.00 |
| 18. | Bread Omlet | 8.00 |
| 19. | Tea [150 ml] | 5.00 |
| 20. | Milk (Toned - 200ml) | 10.00 |
| 21. | Coffee | 7.00 |
| 22. | CholleBhature [two] | 18.00 |
| 23. | Maggi (to be fit completely in 250ml bowl) | 20.00 |
| 24. | Poha Plate (150 gm) | 20.00 |
| Evening Snacks | | |
| 25. | Samosa | 5.00 |
| 26. | Bread Pakora | 5.00 |
| 27. | Bread Roll | 6.00 |
| 28. | Veg Pakora (Per Plate) | 10.00 |
| 29. | Namkeen Pakora (Per Plate) | 10.00 |
| 30. | Cold Coffee | 12.00 |
| 31. | Lassi | 12.00 |
| 32. | Lime Water | 7.00 |
| 33. | Milk Shake | 12.00 |
| 34. | Veg patties [80 gm] | 7.00 |
| 35. | Poha | 18.00 |

| Others | | |
|---------------|--|-----|
| 36. | Fresh Juice Packed | MRP |
| 37. | Chocolates | |
| 38. | Cold Drinks (all brands & sizes available in the market) | |
| 39. | Ice Cream (Amul, Vadilal, Havmor) | |
| 40. | Biscuits & other packed foods | |
| 41. | Fruit Juices (packed) | |
| 42. | Mineral Water (Bisleri, Aquafina, Kinley) | |

Declaration by the Bidders:

This is certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ ourselves to abide by them.

Name: -

Address: -

Phone No: -

Email: -

Seal: -

Place:-

Date:-

Annexure – III**Financial Bid**

| | | |
|-----------------------------------|---------------------------|--|
| Rental charges (in Rupees) | In figure (in Rs.) | |
| | In words (in Rs.) | |

***Exclusive of GST.**

The bidders are required to quote rent for the designated area.

Note:

After due evaluation of the bid(s) Institute will award the contract to the highest evaluated responsive tenderer. However, the successful bidder has to supply the items on the rates as mentioned in the Annexure II.

Declaration by the Bidders:

This is certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ ourselves to abide by them.

Name: -

Address: -

Phone No: -

Email: -

Seal: -

Place:-

Date:-

Annexure - IV
Proforma of Performance Bank Guarantee

- 1 In consideration of the Director All India Institute of Medical Sciences, Jodhpur(hereinafter called "The Client") having offered to accept the terms and conditions of the proposed agreement between AIIMS, JODHPUR and (hereinafter called "the said contractor(s) for the work of Contract Cafeteria (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs..... only) as a security/ guarantee from the contractor(s) for compliance of his obligations in accordance with the terms & conditions in the said agreement.
- 2 We..... (hereinafter referred to as the "Bank") hereby undertake to (indicate the name of the Bank).
- 3 We do hereby undertake to pay amounts due and payable (indicate the name of the Bank) under this Guarantee without any demur, merely on a demand from the AIIMS, JODHPUR stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this Guarantee we shall be restricted to an amount not exceeding Rs. (Rupees.....)
- 4 We, the said Bank, further undertake to pay to the AIIMS, JODHPUR any money so demanded not withstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under bond shall be a valid discharge of our liability for payment thereunder, and the contractor(s) shall have no claim against us for making such payment.
- 5 We..... further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the AIIMS, JODHPUR under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Administrative Officer, AIIMS Jodhpur on behalf of the AIIMS, JODHPUR, certifies that the terms & conditions of the said contractor(s), and accordingly discharges this guarantee. We..... further agree with the AIIMS, JODHPUR that the AIIMS, JODHPUR (indicate the name of the Bank) shall have the fullest liberty without our consent , and without effecting in any manner our obligations hereunder, to vary any of the terms & conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the AIIMS, JODHPUR against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the AIIMS, JODHPUR or any indulgence by the AIIMS, JODHPUR to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
- 6 This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
- 7 We..... lastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the AIIMS, JODHPUR in writing.
- 8 This guarantee shall be valid up to unless extended on demand by the AIIMS, JODHPUR Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs.....(Rupees..... Only), and unless a claim in writing is lodged with us under this Guarantee shall stand discharged.

Dated the day of for
(Indicate the name of the Bank)