



**अखिल भारतीय आयुर्विज्ञान संस्थान (एम्स) कल्याणी**  
**All India Institute of Medical Sciences (AIIMS) Kalyani**  
**(स्वास्थ्य एवं परिवार कल्याण मंत्रालय, भारत सरकार के तत्वावधान में एक**  
**सांविधिकनिकाय)**

(A Statutory Body under the Aegis of Ministry of Health and Family Welfare, GOI)  
 राष्ट्रीय राजमार्ग – 34, बसन्तपुर, सागूना, कल्याणी, ज़िला – नदिया, पश्चिम बंगाल - 741245  
 NH-34 Connector, Basantapur, Saguna, Kalyani, District Nadia, West Bengal 741245

Ref. No. 277/P-12069/1/23-24 (E-Tender Est.) /ET-03

Date- 19-04-2023

E-Tender No.- 03

**Notice Inviting Tender for Milk Booth (01 No.) at AIIMS, Kalyani**

Tenders are invited from experienced individuals / firms for award of license to run Milk Booth at All India Institute of Medical Sciences, Kalyani, West Bengal for a period of 24 months. The contract may be further renewed for another 12 months with the mutual consent of both the parties subject to satisfactory performance and fulfilling of terms and condition of the agreement or can be terminated earlier as defined in the agreement.

The tender documents are available on the website [www.aiimskalyani.edu.in](http://www.aiimskalyani.edu.in) . The bidders may download the tender documents directly from the website.

<b>For the bidder selected</b>			
<b>Establishment</b>	<b>Locations</b>	<b>EMD</b>	<b>Security Amount</b>
Milk Booth	AIIMS, Kalyani Campus	Rs. 3823.00/-	5% of total contract value.

**Note:**

These shops / establishments in the campus are facilities **ONLY** for students and employees of AIIMS, Kalyani including their family. The sole purpose of these establishments is to facilitate with amenity of high standards at the lowest possible rates. Hence bidders are advised to first visit the location and assess the sale on these rates provided before bidding.

Date: \_\_\_\_\_ Signature of the Bidder:

\_\_\_\_\_  
 Name of the Bidder: \_\_\_\_\_ Contac

No.: \_\_\_\_\_

Tender Notice No	277/P-12069/1/23-24 (E-Tender Est)/ET-03
Name of Work / Service	<b>Milk Booth (01 No.)</b>
Area	<b>18 Sq. mt.</b>
Base Rate of monthly License fee	Rs. 295 /- per Sq.mt. (+ Taxes as applicable)
Yearly enhancement of License fee	Will be chargeable as per latest amendment of the applicable law or negotiated during the renewal of contract, whichever is higher.
Electricity and Water Charges per month	Water charges @ Rs. 100/- per month and Electric Charges shall be paid by the licensee as per actual basis on the prevailing rate.
Applicable Taxes	Extra ( to be paid by the contractor)
EMD Amount	Rs. 3823.00/-
Security Amount	5 % of total contract value.
Last date & time for Submission of Bid	<b>15 / 05 / 2023 Up to 17:00 hrs.</b>
Place of submission of Tender	Online on AIIMS KALYANI Tendering Solution portal/www.tenderwizard.com/AIIMSKALYANI
Date & time of opening of technical Bids	<b>16 / 05 /2023 At 15:00 hrs.</b>
Place of opening of Technical Bids	The Technical Bid will open online as per the schedule given above in the <a href="https://www.tenderwizard.com/AIIMSKALYANI">https://www.tenderwizard.com/AIIMSKALYANI</a> In case the Scheduled date is declared Holiday the tender shall be opened on next working day.
Date & Time of opening of Financial Bids	Will be informed to the Technically Qualified Bidders.
Pre Bid Meeting	<b>02 / 05 / 2023 At 15:00 Hrs.</b>
Venue	All India Institute of Medical Sciences, Saguna, Kalyani-741245
Date of availability of Tender document in the AIIMS KALYANI Tendering Solution Portal	As per tendering Portal of AIIMS Kalyani <a href="http://www.tenderwizard.com/AIIMSKALYANI">www.tenderwizard.com/AIIMSKALYANI</a> , and CPP Portal <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> for downloading/participating

Date: \_\_\_\_\_ Signature of the Bidder:

\_\_\_\_\_  
Name of the Bidder: \_\_\_\_\_ Contac

No.: \_\_\_\_\_

**TENDER FORM FOR \_\_\_\_\_ Shop AT AIIMS,  
KALYANI.**

**Reference Tender Number -.....**

**DECLARATION**

(TO BE FILLED BY THE BIDDER)

1. I/We have deposited earnest money of Rs. ....in favour of Executive Director, AIIMS, Kalyani, FDR / TDR / DD No. \_\_\_\_\_ dated \_\_\_\_\_.
2. The rates of license fee as quoted in the attached schedule are inclusive of all charges/expenses required for installation and running of the shop. I/We also undertake to be responsible for payment of all taxes/surcharges/fee etc. as extra. If required to be paid to local municipal or other government agency.
3. Expenses for site preparation work and other expenses maintaining cleanliness of the surrounding area shall be borne by me/us and shall be arranged by me/us after obtaining necessary permission in writing from the Executing Officer of the license.
4. I/We also agree to all terms and conditions of the AIIMS, Kalyani as stipulated in the tender form or as issued from time to time.
5. I/We also agree to sign the License Deed within 30 days from the date of issue of letter of acceptance/award, failing which the earnest money deposited by me shall be liable to forfeiture by the AIIMS.
6. There is no criminal case pending against me/ us, nor have I / we been convicted for any criminal offence earlier.
7. I / We understand that my / our performance shall be reviewed at the end of one month before formal awarding of the license / contract.
8. I understand that in the event of any of the declarations and annexure being false or untrue the contract is liable to be terminated.
9. I understand that mixed quotation will not be considered for acceptance.

Signature \_\_\_\_\_

Name \_\_\_\_\_ & \_\_\_\_\_ full  
address \_\_\_\_\_

Telephone No. & email id \_\_\_\_\_

Date: \_\_\_\_\_ Signature of the Bidder: \_\_\_\_\_

Name of the Bidder: \_\_\_\_\_ Contac  
No.: \_\_\_\_\_

**N.B.: In case of thumb impression it should be witnessed by two persons other than those who are quoting for this work.**

**General Terms and Condition**

1. The contract shall be awarded to the successful bidder to operate the aforesaid business on license basis, which shall be run under certain conditions which are stipulated hereinafter and in the special terms and conditions of contract.
2. Each and every page of the bid and the submitted document must be signed by the bidder himself if the bidder is a proprietorship firm and in case of a partnership firm, by a partner. However, in the case of a partnership firm, there must be an authorization from all the partners to this effect that the person signing the bid as a partner has been authorized to sign the bid document on behalf of all partners.
3. If the bidder is a Company, there must be a valid authorization from the competent authority/ Board resolution, authorizing the person to sign and file the bid on behalf of the Company.
4. Any bid not signed on each page and without authorization may be rejected.
5. Overwriting or cutting in bid document must be avoided. However, if any over writing or cutting is caused due to some unavoidable reason, the same must be duly attested by the person signing the bid document.
6. The bidder is not allowed to make additions / alterations in the tender paper. Such additions and alterations shall be at the bidder own risk and shall render the tender to be summarily rejected. Conditional tenders shall not be accepted.
7. The bidder should be a resident of India and shall give his/her full permanent as well as correspondence address and shall also furnish/attached proof thereof.
8. The bidder whose bid is accepted, shall submit a Rs. 100/- non- judicial stamp paper at its own cost to the Estate Office for preparing the contract agreement to be signed by the both the parties.
9. Prices/discounts of all items must be in Indian rupees and must be inclusive of GST and all other taxes as applicable.
10. The license fee quoted by the bidder should not be less than the base rate of monthly license fee.
11. All employees should be provided with two sets of uniforms.

Date: \_\_\_\_\_ Signature of the Bidder:

\_\_\_\_\_  
Name of the Bidder: \_\_\_\_\_ Contac

No.: \_\_\_\_\_

12. All employees of shop should maintain personal hygiene and undergo regular medical check-up.
13. The licensee will be fully responsible for implementation of labour law/shop establishment legislation including - minimum wages, ESI, PF and workers compensation.
14. The provision of E-payment i.e. E-Wallet, PAYTM etc. shall be available at the shop.
15. Approved rate list (with signatures of Estate Chairman) to be on display at all times prominently.
16. Also if the licensee fails to vacate the premises on expiry of license deed, is liable to pay damage charges twice the amount of license fee or Rs. 50,000/-[Rupees Fifty thousand only] per month whichever is higher.
17. Contractor will be awarded only 01 (One) shop for Milk Booth.
18. Every page should be numbered and the Total number of page must be mentioned in the check list.
19. One person can submit only one tender. Submission of more than one tender shall result cancellation of all the bids submitted.

### **Eligibility Criteria**

20. Tendering firm/individual must have at least one year experience of running of similar nature of shop.
21. The bidder must have ADHAR Number, and PAN Number.
22. An undertaking from the bidder that the payment of Sales tax/Service tax/VAT to the concerned department will be ensured by the licensee in the event of award of license to them. In case of firm is registered than TIN/VAT registration certificate may also be provided.
23. The bidder whom the contract is finally awarded shall have a GST number for such shop/outlet in question as well, if the related law so requires.
24. Further, any bidder who is already into any kind of litigation with the Institute shall be barred from participating in this tender process.

### **Earnest Money Deposit (EMD)**

Date: \_\_\_\_\_ Signature of the Bidder:

\_\_\_\_\_  
Name of the Bidder: \_\_\_\_\_ Contac

No.: \_\_\_\_\_

25. Every bid must be attached with an Earnest Money Deposit in the form of FDR / TDR / DD, in favor of the “**Executive Director, AIIMS, Kalyani,**” Payable at **Kalyani**. Any bid which is not accompanied with the earnest money deposit shall be summarily rejected. Any bid accompanied by the cheque in lieu of earnest money shall also be rejected.
26. The earnest money of the successful bidder will be liable to be forfeited as liquidated damages in the event of any evasion, refusal or delay on his part in signing the agreement.
27. The earnest money of the bidder who withdraws its tender in breach of conditions of contract and who evades or refuses to sign the contract bond after acceptance of its tender within the period of its validity, will also be liable to forfeiture.
28. Any EMD previously deposited with the Institute shall not be considered for this tender. No interest is payable on EMD/Bid security.
29. The EMD should be valid for a period of minimum Three months.
30. The EMD of unsuccessful bidders shall be refundable to them after completion of the bidding process.
31. The EMD of the bidder whose bid is finally accepted, shall be returned on deposit of the due security deposit.

**Security Deposit (to be submitted by the successful bidder after award of contract):**

32. Successful bidder shall have to deposit a security amount through FDR / TDR / DD, in favor of the “**Executive Director, AIIMS, Kalyani,**” Payable at **Kalyani**. and which should be valid till three months after the completion of the contract duration:
- a) Performance Security amount shall be 3% of total contract value.
  - b) Water charges @ Rs. 100 per month and Electricity Charges shall be paid by the licensee as per actual basis on the prevailing rate.
  - c) The expenses towards the cleaning and hygiene of the premise has to be borne by the contractor.
  - d) Any applicable taxes over the License Fee, Water and Electricity Bill has to be paid by the contractor.

**Documents to be attached with the tender**

Date: \_\_\_\_\_ Signature of the Bidder:

\_\_\_\_\_  
Name of the Bidder: \_\_\_\_\_ Contac

No.: \_\_\_\_\_

**33.** The bidder must attach self-attested copies of the following documents. Any bid not accompanied by such documents would be liable for rejection:

- a. ADHAR Card
- b. PAN Card
- c. Previous Work Experience Certificate.
- d. Firm / Company Registration Certificate.
- e. GST Registration Certificate / No.
- f. EPF Registration Certificate / Code No. (if applicable)
- g. ESI Registration Certificate / Code No. (if applicable)
- h. Other Statutory Registrations / Licenses, if any.
- i. FSSAI Certificate (if available/applicable). If tender is awarded, the licensee must apply for a new FSSAI

In case of non-availability of the document serial number “d” to “i”, the bidder may submit an Undertaking on Rs. 10/- stamp Paper, duly signed by Notary stating that, - These documents will be submitted within one calendar month, if the tender is awarded to him/her.

**34.** License for the said premises will have to be submitted within one month from the receipt of such award notice, if applicable.

### **35. Submission of Bid**

The bid shall be submitted in two parts i.e. **(i) Technical Bid and (ii) Financial Bid** in the following manner:

- i. **Technical Bid:** Technical bid shall consist of -
  - a) Entire tender document (Except Financial Bid) along with the supporting documents asked in point No. 33 and duly signed on all pages.
  - b) Supporting documents of previous work experience of running of similar nature of shop in last one year-a-self declaration duly signed by the notary along with proof of business may be submitted.
  - c) Bid Security/EMD Rs. 3823.00/-

Date: \_\_\_\_\_ Signature of the Bidder:

\_\_\_\_\_  
Name of the Bidder: \_\_\_\_\_ Contac

No.: \_\_\_\_\_

Hard Copies of all the Technical Bid documents including original EMD shall be sent to FIC, Procurement, AIIMS, Kalyani on or before the office closing hour of last date of Bid submission through India Post /Courier only.

ii) **Financial Bid: The Financial Bid shall be submitted online on Tender Wizard Portal.**

The base rate of license fee is mentioned in this tender document. The bidders have to quote their financial bids over and above the said minimum base rate. The bid submitted below the base rate shall not be entertained and summarily rejected.

**Submission of financial bid with the hard copies of technical bid to FIC Procurement, AIIMS, Kalyani may result cancellation of the entire bid submitted by the bidder.**

The tender will remain valid for 180 days from the date of opening of the bids.

### **36. Criteria of Tender Evaluation**

**The contract will be awarded to the technically qualified bidder who will quote the highest monthly License fees over and above the base rate.**

### **37. Acceptance / Non-acceptance of bids**

The tenders that do not fulfill any of the above conditions or are incomplete in any respect are liable to be rejected.

The Institute reserves the right to accept or reject any or all tenders without assigning any reasons thereof and the bidder shall have no right, whatsoever, to challenge the same.

Date: \_\_\_\_\_ Signature of the Bidder:

\_\_\_\_\_  
Name of the Bidder: \_\_\_\_\_ Contac

No.: \_\_\_\_\_



## SPECIAL TERMS & CONDITIONS

### 38. Scope of Contract

The contract comprises of all the necessary arrangement towards running and maintenance of Milk Booth 01 No at vacant place under the premises of AIIMS, Kalyani. The institute will provide a vacant place of approx. 18 sq. metre, the licensee has to develop the shop from planning, designing, supply, installation and commissioning of necessary equipment. This will also include transportation, cost of materials and labour. The licensee shall make his/her own arrangement for safe storage of materials and accommodation for its staff etc. The licensee shall develop the Milk Booth in such a way that after completion of the tenure, he/she can vacant and hand over the place to the authority of AIIMS, Kalyani in its previous condition.

**\*\* Note:** Prospective bidders are requested to visit the site during Pre bid meeting or before submission of bid subject to taking permission from appropriate authority of AIIMS, Kalyani.

### 39. Definitions

In the contract, the following definitions, words and expressions shall have the meaning hereby assigned to them except where the contract requires the same otherwise.

- (a) **“Licensee”** means the person or persons, firm or company whose tender has been accepted by the Institute and includes the licensee’s representative, successors and permitted assigns.
- (b) **“Director”** means the Director of the All India Institute of Medical Sciences (AIIMS), Kalyani.
- (c) **“Institute”** means the AIIMS, Kalyani through its Director or his representative.
- (d) **“Officer-in-Charge (Estate)”** means the Officer-in-charge (Estate) of the AIIMS, Kalyani who directs and administers the contract.

### 40. Documents Forming the Contract

The following document shall be integral part of this contract.

- (a) Declaration form duly filled and Signed by the bidder.

Date: \_\_\_\_\_ Signature of the Bidder:

\_\_\_\_\_  
Name of the Bidder: \_\_\_\_\_ Contac

No.: \_\_\_\_\_

- (b) General terms and condition.
- (c) Eligibility criteria.
- (d) Earnest Money Deposit.
- (e) Security Deposit.
- (f) Documents to be attached with the tender.
- (g) Financial bid.
- (h) Special Terms and conditions.
- (i) Letter containing offer of award of contract issued by the Institute to the successful bidder and
- (j) The acceptance letter submitted by the successful bidder in this regard.

#### **41. Duration of the contract**

The license shall be for a period 24 months from the date of signing of the license Deed and thereafter may be renewed for another 12 months with mutual consent of both the parties subject to satisfactory performance and fulfilling of terms and condition.

#### **42. License Fee, Electricity Charges & Other Provisions for Licensed premises:**

- (a) The contractor shall be liable to pay the amount of monthly license fee as declared during the tendering process, regularly by 7th of each successive month for the shop space. The annual increment of license fee will be chargeable as per latest amendment of applicable law or negotiated during the renewal of contract, whichever is higher.
- (b) Besides the license fee the applicant should pay electricity charges on actual consumption basis. The electricity charges shall however, be subject to revision / change from time to time which shall be payable by the licensee as aforesaid at the then prevailing rates. The electrical meter will be provided and sealed by the institute. Any attempt to temper with the meter reading / seal, the licensee shall be liable to pay a sum of Rs/- 5000/- towards penalty and may invoke license to be terminated.
- (c) Water charges will be @ Rs. 100/- (One Hundred) per month per shop.
- (d) GST and other government taxes shall be paid extra by the licensee.

Date: \_\_\_\_\_ Signature of the Bidder:

\_\_\_\_\_  
Name of the Bidder: \_\_\_\_\_ Contac

No.: \_\_\_\_\_

43. In case of failure to pay the License fee within the stipulated time as aforesaid, the licensee shall be liable to pay a sum of Rs. 500/- (Five Hundred) per month over and above the License Fee on cumulative basis towards delay charges. A total delay of 03 month may invoke license to be terminated.
44. In case of non-payment of electricity charges in time, the licensee shall be bound to pay a penalty towards belated payment @ 5% per month of actual dues (to be rounded off) over and above the bill. Further, if the dues of electricity consumption remain unpaid for up to three months, the electricity connection shall be disconnected without giving any notice, in this behalf and this may invoke license to be terminated.
45. Non-payment of License fee, the electricity charges and water charges within time shall be deemed to be a serious breach of the contract and may lead to termination of the contract at the discretion of the Institute and which shall not be challenge by the licensee under any circumstances, whatsoever.
46. The licensee shall use the premises ONLY for which it has been allotted by the Institute under the contract. The use of the premises for other purposes will lead to the suspension / termination of contract with immediate effect.
47. The licensee shall not use the premises for residential purposes or for any other purposes (including vending of any item other than those for which permission has been given) without prior written permission of the Estate Office. The licensee shall always use the premises in a prudent and careful manner as if it were his own.
- 48. Outlet / Shop Timing, Prices, Facilities and Services etc.**
- (a) Timing of the outlet / shop shall be 09:00 hrs. to 21:00 hrs. Running the shop / outlet beyond this time shall be carried out only with the prior permission of the Estate Office.
- (b) The shop /outlet shall operate on all seven days of the week and there shall be no holiday under any circumstances.
- (c) All necessary furniture and other infrastructure shall be provided and maintained by the Licensee.
- (d) Facility of Payment through BHIM, UPI, Credit / Debit Card, etc. should be made available. The licensee shall further display its VPA (virtual payment address) or

Date: \_\_\_\_\_ Signature of the Bidder:

\_\_\_\_\_  
Name of the Bidder: \_\_\_\_\_ Contac

No.: \_\_\_\_\_

Q-Code on the display board to enable the consumers make the payments via UPI App (BHIM or equivalent).

- (e) The licensee shall maintain a Items / Price display board on its shop to a minimum size of size 2 Feet x 4 Feet at a clearly visible area. The licensee should display his own mobile number at one top end of the notice board displaying prices of the items/services.
- (f) Safety standards should be maintained. Fire extinguishers / sand buckets, should be installed in accessible places.
- (g) The licensee shall have to provide proper and smooth services to the customers to their satisfaction.

#### **49. Liability of Goods & Services Tax (GST) and Other Taxes**

- (a) The licensee shall be absolutely liable for payment of GST to the respective department on items sold in the shop / outlet. The Institute shall have no liability, whatsoever, in this regard and shall be deemed to be immune and indemnified in all respects.
- (b) The licensee shall further be liable to pay to the Institute GST at the rate applicable from time to time on the License fee, Electricity bill and Water bill etc. GST shall be payable over and above the Fee where applicable.
- (c) The licensee shall also be liable to pay all other taxes, levies and other legal payables that may be applied by the Government, local authorities and other competent forums from time to time.

**50.** The licensee shall not tamper with the trees, plants, shrubs hedges, lawns and flowers standing or maintained on or around the said outlet or in other places of the campus.

**51.** The licensee shall not make any addition or alteration to the building of the said shop/premises or tamper with the fittings or electrical installations therein, nor make any unauthorized constructions or extension to the electricity or water supply lines, without the specific written permission of the Licensor in this behalf.

Date: \_\_\_\_\_ Signature of the Bidder:

\_\_\_\_\_  
Name of the Bidder: \_\_\_\_\_ Contac

No.: \_\_\_\_\_

## 52. Quality, hygiene & cleanliness

- a) The licensee shall maintain the quality in goods/items to be sold / services to be provided. There shall be no compromise in regard to the quality of items to be sold / services to be provided in the shop / outlet premises.
- b) Sanitization, disinfection and sterilization protocol has to be mandatory. Single use disposables like, paper cups, tissue paper, disposable apron / sheets, shaving blades etc. has to be strictly adapted as and where required.
- c) The licensee shall maintain full hygienic conditions in the shop/outlet, in storage and in keeping the floor, furniture neat and clean, so as to maintain the standards and aesthetic values in the Shop/outlet. The licensee shall also have to make his own arrangements for safe storage of materials.
- d) The premises should be kept well ventilated and well lit. No display/encroachment is allowed outside the premises.
- e) Garbage and waste disposal should be done as per the institute norms. Pest / rodent control should be done by the licensee on regularly basis to control the harmful insects and rodents.
- f) Unusable/old//not working/stale/expired items/parts/goods should not be kept in the shop/outlet under any circumstances.
- g) Usage of plastic bags is strictly **PROHIBITED** and the same shall not be used under any circumstances, whatsoever. Instead use of Paper bags / plates / cups / etc. is encouraged.
- h)

## 53. Directives of Estate Office

The licensee shall carry out the work in accordance with this contract and the directives of Estate Office and to the satisfaction of the Director through the Estate Office. The Estate Office may, from time to time, issue further instructions, detailed directions and explanations in regard to:

- a) The variation or modification in the list of items / service including additions / omission or substitution.
- b) The removal from the site of any material thereon by the licensee and the substitution of any other materials thereon.
- c) The removal from the work of any person employed there upon in terms of the provision provided hereafter.

Date: \_\_\_\_\_ Signature of the Bidder:

\_\_\_\_\_  
Name of the Bidder: \_\_\_\_\_ Contac

No.: \_\_\_\_\_

- d) Inspection of materials and other equipment etc..
- e) Maintenance of proper hygienic conditions, cleanliness and neatness pertaining to all aesthetic values.

#### **54. Deployment of Workmen**

- a) The licensee shall employ in running the outlet only such persons as are careful, skilled, experienced in their trades, dutiful, sober, well-behaved and rules compliant.
- b) The licensee shall neither employ any child labour nor any worker who is below 18 years of age.
- c) No female employee shall be allowed to work in the shop during night i.e. beyond 7:00 pm.
- d) All the workers shall invariably carry their ID Cards (to be provided by the licensee at its own costs) and shall be produced to the security personnel and other Institutes authorities, whenever asked for.
- e) The bearers for servicing in outlet will have to be provided uniforms by the licensee during the working hours at its own cost and they will be unfailingly required to wear in neat and tidy manner uniforms during working hours.
- f) The Licensee shall be absolutely responsible for strict adherence of discipline and good conduct by its workers.
- g) The licensee shall be bound to remove any such worker and disallow him/her from entering into the Institute premises that the Institute does not deem appropriate to continue within the Institute premises for administrative or any other reasons.
- h) The licensee shall have absolute authority in regard to the engagement, disengagement, suspension, termination, retrenchment, dismissal and discharge etc. of its workmen and for all disciplinary actions against them. The licensee shall be responsible of master and servant relationship with its workmen and the Institute shall have no concern, whatsoever, with all the above mentioned matters.
- i) The licensee shall be absolutely liable in regard to any dispute or other matters concerning its workmen which are initiated in any forum or court of law and shall further be liable to meet and discharge all the liabilities that may arise on account

Date: \_\_\_\_\_ Signature of the Bidder:

\_\_\_\_\_  
Name of the Bidder: \_\_\_\_\_ Contac

No.: \_\_\_\_\_

of its relationship with its worker from the decisions of any court including all liabilities as are thrust upon by virtue of the provisions of any labour law being in force at the time besides other statutory liabilities.

- j) The licensee shall further be liable to make good the loss to the property of the Institute, if any that may be caused on account of any non-responsible action on the part of its workers, whether deliberate or otherwise.

#### **55. Compliance of Statutory Obligations and Other Provisions**

- a) It is understood that a number of enactments and laws would apply to the licensee, which are supposed to be complied by the licensee in letter and spirit and in particular to laws relating to minimum wages to worker, employees compensation and Goods and Service Tax etc.
- b) The licensee shall ensure that no product shall be sold from the premises which is prohibited to be sold within the premises of an educational Institute, as per the provisions of the Cigarette and Other Tobacco Products (Prohibition of Advertisement and Regulation of Trade and Commerce, Production, Supply and Distribution) Act, 2003.
- c) The licensee shall be liable to ensure compliance of all enactments, rules, regulations (as applicable) and of other authorities besides the instructions of the Institute that may be in force from time to time including all the labour laws, employees compensation and the minimum wages, as well as Weights and Measures and Prevention of Food Adulteration etc. On award of contract, the vendor shall mandatorily apply for FSSAI License within one week and shall get the license before the end of one calendar month. The copy of the same should be submitted to the Estate Office.
- d) The Institute shall be absolutely immune and deemed indemnified in all matters, claims, liabilities and legal consequences which relates to compliance of statutory provisions, rules and regulations, orders and directions of Govt. authorities/ municipal corporation/courts/forum etc. as well as the provisions of this contract agreement.
- e) The licensee would comply with all guidelines/instructions issued by the Officer In-charge (Estate), following other Institute Orders/ instructions of security authorities concerning the security/safety issues and Institute discipline.

Date: \_\_\_\_\_ Signature of the Bidder:

\_\_\_\_\_  
Name of the Bidder: \_\_\_\_\_ Contac

No.: \_\_\_\_\_

- f) The Licensee shall ensure that it and its employees' do not adversely affect the peaceful and congenial atmosphere of the Institute's premises.

#### **56. Complaint Mechanism**

- a) The licensee shall maintain a complaint book in the outlet wherein the consumers may register their complaints.
- b) The complaint book shall be produced every month on the first working day before the Estate Office for necessary action.
- c) The complaints shall be removed or dealt with by the licensee on priority basis.
- d) If the complaints of identical nature still persist, the Institute would be at liberty to terminate the contract forthwith without giving any more notices.

#### **57. Termination of Contract**

- a) Either party may terminate the contract by giving 30 days' notice to the other party without assigning any reasons, whatsoever. The contract may be terminated in terms of any provisions stipulated elsewhere in the contract.
- b) In case, the contract is terminated, or it comes to an end by efflux of time, the contractor shall handover the vacant possession of the licensed premises within 15 days of contract coming to an end. Failure to handover the vacant possession of the premises as aforesaid, would render the contract to pay the penal damages to the Institute @ 10 times of the existing flat rate license fee of the premises.
- c) The Institute shall further be within its absolute rights to enter the premises and assume absolute possession of the premises licensed under this contract from the licensee and the same shall not be subject to challenge. All the goods belonging to the licensee in such circumstances shall be deemed forfeited there-from and may be sold or put to auction at the discretion of the Institute.

#### **58. Assignment & Subletting:**

- a) The licensee shall not assign the contract or any part thereof or any benefit or interest thereon or there-under under any circumstances.
- b) If at any time, it is detected that the outlet has been sublet or assigned to any other entity by the licensee, the Institute would be at liberty to terminate the contract forthwith without giving any time to the licensee and further to take over the

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possession of the given premises and/or to hand over the same to any other party at its sole discretion.

- c) The entire business of the outlet shall be carried out in the name and at the behest of the licensee.

#### **59. Contract Documents and their interpretations**

- a) The original agreement shall remain with the Institute while a photocopy thereof may be retained by the licensee, if it so wishes.
- b) The several documents forming the contract has to be in English language and should be taken mutually explanatory to one another.

#### **60. Insolvency**

In the event of the licensee being adjudged insolvent or having a receiver appointed for it by a court or any other under the Insolvency Act 1986 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, Kalyani shall have the power to terminate the contract without prior notice.

#### **61. Force Majeure**

If at any time during the period of the service contract, either party is subject to force majeure, which can be termed as natural disasters or, acts of God etc. which may prevent either party to discharge its obligation, the affected party shall promptly notify the other party about the happening of such event. Neither party shall by reason of such event be entitled to terminate the service contract in respect of such performance of their obligations. The obligations under the service contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the service contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or 21 days whichever is more, either party may at its option terminate the service contract.

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## 62. Dispute Resolution and Arbitration

If any difference arises concerning this agreement and its interpretation, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of thirty (30) days, sole arbitrator will be appointed by the Executive Director, AIIMS, Kalyani in accordance with the Arbitration & Conciliation Act 1996 or its subsequent amendment. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another Arbitrator shall 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, 1996 and the rule framed there under and in force shall be applicable to such proceedings. The Arbitration venue shall be at Kalyani or any other venue as decided by the Executive Director, AIIMS, Kalyani.

## 63. Jurisdiction

All matters and disputes under this contract shall be subject to the jurisdiction of Nadia or Kolkata District Courts, West Bengal only.

Date: \_\_\_\_\_ Signature of the Bidder \_\_\_\_\_

Name and address of the Bidder including mobile number \_\_\_\_\_

Date: \_\_\_\_\_ Signature of the Bidder:

\_\_\_\_\_  
Name of the Bidder: \_\_\_\_\_ Contac

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**64. FORMAT OF FINANCIAL BID.**

<b>Establishment</b>	<b>No.</b>	<b>Place</b>	<b>Area</b>	<b>Minimum Base Rate of monthly license fee</b>	<b>Monthly Quoted Price per sq. mt. (Shall be =&gt; Rs./- 295/- per sq. Mtr. (in Inr)</b>
Milk Booth	01	AIIMS, Kalyani	18 Sq. Mtr.	Rs. 295 /- per Sq.mt. (+ Taxes as applicable)	

- **Any applicable Taxes will be chargeable extra over and above the quoted price.**
- **Water charges @ Rs. 100/- per month and Electric Charges shall be paid by the licensee as per actual basis on the prevailing rate.**

**65. EMD EXEMPTION:** The prospective bidders, seeking EMD exemption must upload and submit the valid supporting documents for the relevant category.

**66. EXEMPTION IN PREVIOUS EXPERIENCE CRITERION:** If the bidder is a MSME as per the latest definition under the MSME rules or Startup organization, the bidder shall be exempted from the requirement of Previous Experience Criteria subject to submission of authentic supporting document against their claim and fulfilling all other eligibility and terms and conditions furnished in the bid documents.

Date: \_\_\_\_\_ Signature of the Bidder:

\_\_\_\_\_  
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## 67. INSTRUCTION TO BIDDERS FOR ONLINE REGISTRATION AND SUBMISSION OF BIDS

General: The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in this Tender Document. Submission of Online Bids is mandatory for this Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers / Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, AIIMS KALYANI has decided to use the portal [www.tenderwizard.com/AIIMSKALYANI](http://www.tenderwizard.com/AIIMSKALYANI), <https://eprocure.gov.in> or [www.aiimskalyani.nic.in](http://www.aiimskalyani.nic.in).

1. Instructions:
  - a) Tender Bidding Methodology: Two Stage Online Bidding
  - b) Broad outline of activities from prospective Bidders:
    - i. Procure a Class III Digital Signature Certificate (DSC).
    - ii. Register on the e-Procurement portal [www.tenderwizard.com/AIIMSKALYANI](http://www.tenderwizard.com/AIIMSKALYANI).
    - iii. Create Users on the above portal.
    - iv. View Notice Inviting Tender (NIT) on the above portal.
    - v. Download Official Copy of Tender Documents from the above portal.
    - vi. Seek Clarification to Tender Documents on the above portal. View response to queries of bidders, posted as addendum, by AIIMS, KALYANI.
    - vii. Bid-Submission on the above portal.
    - viii. Attend Public Online Tender Opening Event (TOE) on the above portal - Opening of Technical Part.
    - ix. Post-TOE Clarification on the above portal (Optional) – Respond to AIIMSKALYANI's Post-TOE queries.
    - x. Attend Public Online Tender Opening Event (TOE) on the above portal - Opening of Financial Part (Only for Technical Responsive Bidders).
  - c) Digital Certificates: For integrity of data and authenticity / non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].
  - d) Registration: To use the Electronic Tender portal [www.tenderwizard.com/AIIMSKALYANI](http://www.tenderwizard.com/AIIMSKALYANI), vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons vis-à-vis Authorized Signatory who will be the main person coordinating for the e-tendering activities. In the above portal terminology, this person will be referred to as the Super

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User (SU) of that organization. For further details, please visit the website/portal, and follow further instructions as given on the site. Pay Annual Registration Fee as applicable (i.e., Rs.2000 +GST as applicable).

Note: After successful submission of Registration details and Annual Registration Fee, please contact to the Helpdesk of the portal to get your registration accepted/activated

e) The Bidder must ensure that after following above, the status of bid submission must become – ‘Submitted’.

f) Please take due care while scanning the documents so that the size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.

g) It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.

h) The Financial part may be downloaded, and rates may be filled appropriately. This file may also be saved in a folder on your computer. Please don't change the file names & total size of documents (Preferably below 5 MB per document) may be checked.

2. Bid submission: The entire bid-submission would be online on the Tender wizard portal i.e. <https://www.tenderwizard.com/AIIMSKALYANI> Broad outline of submissions are as follows:

- (i) Submission of Bid Parts (Technical & Financial).
- (ii) Submission of information pertaining to Bid Security/ EMD.
- (iii) Submission of signed copy of Tender Documents/Addendums.

The TECHNICAL PART shall consist of Electronic Form of Technical Main Bid and Bid Annexure.

Scanned/Electronic copies of the various documents to be submitted under the Eligibility Conditions, offline submissions, instructions to bidders and documents required establishing compliance to Technical Specifications and Other Terms & Conditions of the tender are to be uploaded.

The FINANCIAL PART shall consist of Electronic Form of Financial Main Bid and Financial Bid

Annexure, if any. Scanned copies of duly filled price schedule as Annexure are to be uploaded.

Processing Fee: Firm must pay processing fee 2000/- inclusive GST through online (Credit card/ Debit Card/ Net Banking), When participating in the e-Tender.

Date: \_\_\_\_\_ Signature of the Bidder:

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3. Important Note: In case of internet related problem at a bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public tender opening event it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement / e-auction service-provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of AIIMS KALYANI by the bidders in time, then AIIMS KALYANI will promptly reschedule the affected event(s).

It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links and take appropriate action. This will prevent hiccups and minimize teething problems during the use of the said portal.

4. Other Instructions:

For further instructions, the vendor should visit the homepage of the portal. The complete help manual is available in the portal for Users intending to Register / First-Time Users, Logged-in users of Supplier organizations. Various links are also provided in the home page.

5. The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

- i. Obtain individual Digital Signature Certificate (DSC) well in advance of your first tender submission deadline on the portal.
- ii. Register your organization on the portal well in advance of your first tender submission deadline on the portal.
- iii. Get your organization's concerned executives trained on the portal well in advance of your first tender submission deadline on the portal.
- iv. Submit your bids well in advance of tender submission deadline on the portal (There could be last minute problems due to internet timeout, breakdown etc).

While the first three instructions mentioned above are especially relevant to first-time users on the portal, the fourth instruction is always relevant. Minimum Requirements at Bidders End Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP) Broadband connectivity. Microsoft Internet Explorer 8.0 or above. Digital Certificate(s) Vendors Training Program Necessary training to each registered bidder under this portal shall be imparted by the ASP, M/s. ITI Limited, if required, before participation in the online tendering.

For any further assistance, please contact Mr. Sanjeeb Mahapatra (08249821902), Mr. Mayank Singh Thakur (08800115628), Helpdesk-08045811365, ITI email ID for mailing communication: [twhelpdesk680@gmail.com](mailto:twhelpdesk680@gmail.com) /[twhelpdesk404@gmail.com](mailto:twhelpdesk404@gmail.com) /[mayank.s@etenderwizard.com](mailto:mayank.s@etenderwizard.com) /[sanjeeb.m@etenderwizard.com](mailto:sanjeeb.m@etenderwizard.com).

Date: \_\_\_\_\_ Signature of the Bidder:

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Name of the Bidder: \_\_\_\_\_ Contac

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