

E-TENDER FOR FOOD KIOSKS AT AIIMS KALYANI



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

Notice Inviting “E-TENDER FOR FOOD KIOSKS AT AIIMS KALYANI”

Tender No. **231/P-12067/1/24-25/E-Tender/Food Kiosk/ET-15**

No	Scheduled of Teder	Start Date & Time
1.	Tender No.	231/P-12067/1/24-25/E-Tender/Food Kiosk/ET-15
2.	Tender Issue Date	09/08/2024
3.	Bid Submission Start Date	09/08/2024
4.	Last Date of Submission Bids	30/08/2024 5:00 PM
5.	Opening of Technical Bid	31/08/2024 11:00 AM
6.	Pre-Bid Conference	16/08/2024 11:00 AM
7.	Estimated Bid Value	Rs. 95,00,000/-
8.	EMD (3% of Estimated Bid Value)	Rs. 2,85,000/-
10.	Performance Security (5% of the contract value)	Rs. 4,75,000/-

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All India Institute of Medical Sciences, Kalyani

Website: www.aiimskalyani.edu.in

DISCLAIMER

This tender is not an offer by the All India Institute of Medical Sciences, Kalyani, but an invitation to receive offer from bidders/firm/agency etc. No contractual obligation whatsoever shall arise from this tender process unless and until a formal contract is signed and executed by duly authorized officers of AIIMS, Kalyani, with the selected bidder/firm/agency.

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Notice Inviting Tender

All India Institute of Medical Sciences, KALYANI

Website: www.aiimskalyani.edu.in

AIIMS KALYANI is inviting bid from reputed companies or their authorised dealers*/channel partner*/Franchisee* to run 5 kiosks (combination of outdoor and indoor counters) of that particular company in the following five different sites (within the campus of AIIMS Kalyani) allocated by competent authority of AIIMS Kalyani.

- 1) Entrance gate
- 2) OPD Ground Floor
- 3) OPD 3rd Floor
- 4) In front of Trauma & Emergency
- 5) Hostel

This contract will be valid for **ONE YEAR to be extended up to 1 year** on satisfactory performance and approval of competent authority.

Instructions for the Bidders / The service providers:-

1. Bidders shall refer the following website for downloading the bid documents and participation in the e-tender:
 - a. website of AIIMS Kalyani: www.aiimskalyani.edu.in,
 - b. CPPP: www.eprocure.gov.in,
 - c. e –Tendering Portal of AIIMS, Kalyani: <https://aiimskalyani.ewizard.in/>
2. **The complete bidding process is online.** Bidders should be in possession of valid digital Signature Certificate (DSC) of class II or III for online submission of bids.
3. Prior to bidding DSC need to be registered on the website mentioned above.
4. For any assistance for e-bidding process, if required, bidder may contact to the helpdesk:
 - a. **Mr. Saikat Pal (09355030620)**
 - b. **Mr. Sk. Tariq Anwar (09355030608)**
 - c. **Helpdesk-01149606060,**
 - d. **E-mail ID for mailing communication:**
epochelpdesk.38@gmail.com ,
epochelpdesk.35@gmail.com ,
ewizardhelpdesk@gmail.com
5. Tenderer/Contractor/Bidders are advised to follow the instructions provided in the 'Instructions to the service providers/ Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at www.eprocure.gov.in & website of AIIMS, Kalyani at www.aiimskalyani.edu.in.

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6. Bid documents may be scanned **with 100 dpi with black and white option. NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS NOTICE INVITING TENDER.**

7. **Submission of Tender:**

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

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

- I. The tenderers may submit tenders for all the items/tests mentioned to cover tender procedure as per Rule. Tenderers are advised to note the qualification criteria specified in the tender document to qualify for award of the contract.
- II. Tender document can be downloaded in e-Procurement portal at: www.eprocure.gov.in & website of AIIMS Kalyani at www.aiimskalyani.edu.in
- III. Tenderers/bidders can download tender document from the above address.
- IV. Tenders of only those Tenderers who fulfill the Terms and conditions of this tender will be considered for evaluation. The tender will undergo evaluation at every stage of processing and any tenderer found at any stage, not in conformity with the stipulated tender conditions including specification / found to be having defective and incomplete documents will be rejected.
- V. Interested eligible Tenderers may obtain further information from the Procurement Section, AIIMS, Kalyani, by e mail e-tender@aiimskalyani.edu.in, **provided that such request is received not later than 7(seven) days prior to the deadline for submission of bids.**
- VI. Corrigendum/ Addendum/ Modifications/ corrections/ pre-bid meeting proceedings if any will be published in the website only. Bidders/ tenderers can access tender documents on the website, fill them and submit the completed tender document into electronic tender on the website itself.
- VII. The tenderer should upload the documents as mentioned in Minimum Qualification Requirements in Technical bid otherwise the tender will be treated as rejected.
- VIII. The bidders are requested to download & upload the documents as early as possible. The Institute is not responsible, if the bidders are not able to access on the last day of submission due to simultaneous access of the website by many bidders or due to network jam etc.
- IX. The other details can be seen in the tender document.

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- X. The Tender Accepting Authority reserves the right to accept/reject/cancel the tender partially or fully without assigning any reason at any stage of processing.
- XI. Tenders containing erasures, alternations and overwriting of the tender documents are liable to be rejected. Any corrections made by the bidder in the entries must be attested by him and should be clearly legible.
- XII. Canvassing in connection with tender is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable to rejection.
- XIII. Along with all the required documents, bidders have to submit all the annexures as prescribed below.
- XIV. The bidder has to submit the scanned copy of the **EMD amount of Rs. 2,85,000/-** in the form of account payee Demand Draft in favor of **“ALL INDIA INSTITUTE OF MEDICAL SCIENCES KALYANI”** payable at **ICICI Kalyani More Branch** along with the bid and has to submit the Original to the Chairperson of Procurement Cell of AIIMS Kalyani.
Bidders without EMD will be rejected.
However, MSEs are exempted from submitting the EMD if they submit the required supporting document.

8. Flow of the bidding process will be as follows:

- A. Qualification Criteria
- B. Technical Evaluation
- C. Financial Bid

A. Qualification Criteria:-

A.	The bidder must have minimum 3 years of experience in the field of running food kiosks. (It implies that the date of registration of the bidder with concerned authority in the field of running food kiosks service should be before 01/04/2021)
B.	Average Annual Turnover of the bidder (Certified from the Chartered Accountant) for last three financial years i.e., [2021-22, 2022-23,2023-24] should be minimum Rs 47.5 lakh.
C.	The bidder should have at least 4 active kiosks of ANY COMPANY ** operating in REPUTED EDUCATIONAL INSTITUTE(Govt./Private). **irrespective of the parent company for which the bidder is submitting the documents in this tender. Certificate to that must be provided from competent authority.
D.	The bidder should have at least 3 Kiosks of ANY COMPANY ** operating in a Govt Organization (Central Govt/ State Govt/ Autonomous Organization/ central PSU's) **irrespective of the parent company for which the bidder is submitting the documents in this tender. Certificate to that must be provided from competent authority.

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E.	The number of kiosks and /or outlet in pan India of the same company for which the bidder is applying should be at least 400 .
F.	<p>Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services of running food kiosks at Govt./ Public/ renowned Private Institutions over the last three years i.e. the current financial year and the last three financial years (ending at 31st March'2024): -</p> <ol style="list-style-type: none"> 1. Three similar completed services each costing not less than Rs. 38,00,000 or 2. Two similar completed services each costing not less than Rs. 47,50,000 or 3. One similar completed service costing not less than Rs. 76,00,000
G.	<p>The following documents must be provided.</p> <ol style="list-style-type: none"> 1. Income tax return for last 3 years ending up to 31st March 2024 must be given. 2. Valid trade licence certificate/ Enlistment certificate. 3. GST Registration No and up to date Payment Challan 4. Valid prevention & Food Adulteration License (FSSAI) 5. In case of Company's authorised channel partner / Franchisee participating on the behalf of company, a valid agreement with the parent company will be required 6. Registration certificate. 8. Work experience certificates with detailed duration, contract value from the competent authority. (Proof of Points C, D,E, F in the Qualification Criteria) 9. Supporting document to prove the number of kiosks of the parent company in pan India. 8. Details/Profile of Bidders as per Annexure-1. 9. All other documents duly filled and attested as prescribed in different Annexures.
<p>*Note: MSE and start up bidders are exempted from experience and turnover but are not exempted from points C,D,E.</p>	

During the Evaluation of Technical Bid, supporting documents to be provided with page references.

Note: The bidders who do not fulfil the above Qualification Criteria shall be rejected.

All documents should be submitted in hard copy to Chairperson of Procurement, Administrative Block, Ground floor. AIIMS Kalyani, West Bengal, 741245 by speed post only

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B. Technical evaluation:

The Eligible bidders will be evaluated out of 100 marks based on the following pre-fixed criteria:

	Criteria	10 marks	15 marks	20 marks
1.	Total years of experience	>=3 yrs.	>5 yrs.	>7 years
2.	Number of kiosks in India at government (central govt/ state govt/ autonomous organisation/ central PSU) establishments run by the bidder	3 nos.	>3 to 5 nos.	>5 nos.
3.	Annual financial turn-over of the parent company for which the bidder is applying (Determined from last three year's balance sheet (2021-22,2022-23,2023-24)) and CA's report.	Up to 500 Cr	>500 Cr to 750 Cr	>750 Cr
4	The number of kiosks and /or outlet in PAN India of the parent company for which the bidder is applying	>= 400	> 450	> 500
5	Certified work experience EXCLUSIVELY in INI (INI: Institute of National Importance: AIIMS/ IIT/ PGI CHANDIGARH/ IISER/ IIM/ JIPMER/IIT)	If Yes – 10 mark If No – 0 marks		
6.	Whether the bidder has worked in an institution where there is documented implementation of “Eat Right India Program of FSSAI”	If Yes – 5 mark If No – 0 marks		
7.	Whether the bidder has ISO 22000 Certificate or not.	If Yes – 5 mark If No – 0 marks		

The bidders who score at least 60 marks in the technical evaluation, will be called Technically qualified and only their financial bid will be opened.

Financial Bid:

1. The bidders have to quote monthly rental charge over and above Rs 38 per square feet.
2. The H1 bidder (i.e. the bidder who quote the highest rental charges) will be selected as the successful bidder and will be awarded the contract.
3. If there is tie in the financial bid then the highest scorer in the technical bid will be selected as the successful bidder and will be awarded the contract.
4. In case of tie in both the financial bid and technical bid then the next parameter to

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break the tie will be Average Annual Turn Over of the bidder. The bidder with the higher Average Annual Turn Over will be selected as the successful bidder.

General Terms and Conditions: -

1. Pre-Bid Conference:

All the prospective bidders shall attend the Pre-Bid Conference at Welcome Room of Admin Building of AIIMS, Kalyani **on 16/08/2024 11:00 AM**. If any changes , may be incorporated in the bidding document after the Pre-Bid Conference and will be uploaded on our official website as “Corrigendum”. Therefore, bidders are requested to submit their bids accordingly to revise changes after pre-bid conference, if any. No fresh advertisement will be made for corrigendum.

2. Amendments in Bidding Documents:

At any time till 07 (seven) days before the deadline for submission of bids,the AIIMS Kalyani may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding document through amendment. All amendments will be uploaded on the website regularly. AIIMS, Kalyani shall not be responsible to notify the amendments to individual bidders. **All amendments by the AIIMS, Kalyani till 07 (seven) days before the deadline for submission of bids, shall be binding on the participatory bidders.**

3. Risk Purchase:

In case the tenderer on whom the supply order/ work contract has been placed, fails to make supplies/ carryout the work within the stipulated period, then also the tenderer has to pay the rental charges. If the bidder fails to pay the rental, then it will be recovered from the performance security.

In case of repeated failure in supplying the ordered goods/services work order may be cancelled and Performance security deposit will be forfeited and the firm will be blacklisted for 5(five) years.

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4. FALL CLAUSE:

If, at any time, during the said period, the supplier sells the food items in a reduced price to any other person/organization/Institution at a price lower than the price chargeable, he shall forthwith notify such reduction or sale to the Executive Director, AIIMS, Kalyani, and the price payable for the food items supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

5. Performance Security:

- (a) The successful tenderer will be required to furnish a Performance Security Deposit @ 5 % of total value of contract in the form of Account Payee Demand Draft in favor of "ALL INDIA INSTITUTE OF MEDICAL SCIENCE KALYANI" payable at ICICI KALYANI MORE BRANCH within 15 days of awarding the contract. The security deposit can be forfeited or reduced by this Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract.
- (b) Performance Security should be kept valid beyond 60 days after completion of obligations under the contract i.e. initially for a period of 14 Months and if the contract is extended, on mutual basis, for another one year then the service provider shall extend it up to another 12 months.
- (c) The Tenderer shall have to execute a Contract Agreement with AIIMS, Kalyani while accepting the Supply/work order.

6. Bidder shall submit the Tender document and addendum thereto, if any, with each page signed with seal to confirm the acceptance of the entire Terms & Conditions as mentioned in the tender enquiry document.

7. Compliance sheet of the Technical Specification of the goods/services under due signature & Seal with Technical printed literature must be enclosed with the bid.

8. Conditional Bids will be treated as unresponsive and therefore may be rejected.

9. **The Institute reserves the right to accept in part or in full or reject any or more**

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Tender / offer without assigning any reasons or cancel the tendering process and reject all Tenders at any time prior to award of contract, without accepting any liability, whatsoever.

10. The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
11. The Procurement of goods and services under this tender will be regulated as per the applicable provision of Public Procurement (Preference to Make in India), order 2017 of MoC&I (DIPP), Govt. Of India, therefore bidders who are claiming to be regulated under the said order are to submit documentary support in support of their claim.

12. Debarment from bidding.

- I. A bidder shall be debarred if he has been convicted of an offence-
 - a. under the Prevention of Corruption Act, 1988; or
 - b. the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- ii. A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment. Department of Commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.
- iii. A procuring entity may debar a bidder or any of its successors, from participating in any Procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/Department will maintain such list which will also be displayed on their website.
- iv. The bidder shall not be debarred unless such bidder has been given a reasonable

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opportunity to represent against such debarment.

13. Code of Integrity:

No official of the bidder shall act in contravention of the codes which includes

(i) Prohibition of

(a) Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.

(b) Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

(c) Any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.

(d) Improper use of information provided by the procuring entity to the bidder with intent to gain unfair advantage in the procurement process or for personal gain.

(e) Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.

(f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.

(g) Obstruction of any investigation or auditing of a procurement process.

(h) making false declaration or providing false information for participation in

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a tender process or to secure a contract;

- (i) Disclosure of conflict of interest.

Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause with any entity in any country during the last three years or of being debarred by any other procuring entity.

The purchaser will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, Fraudulent, collusive or coercive practices in competing for the contract in question.

14. Applicable Law:

- The contract shall be governed by the laws and procedures established by Government 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 Kalyani, West Bengal, 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 Kalyani. The decision of the Arbitrator shall be final and binding on both the parties.

15. Force Majeure: Any delay due to Force Majeure will be attributable to the supplier unless provided through documentary evidence.

16. Upon the receipt of the notification of Award by the successful Bidder, the successful Bidder shall fill the Agreement in accordance with form of Agreement included in the Bid documents as per Annexure-8 and submit the same to the Employer within two weeks of the date of receipt of notification of Award. The Bidder shall have to execute an agreement with AIIMS, Kalyani in Non- judicial Stamp paper of Rs.100/-.

17. License:

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- a. The license agreement shall be valid initially for a **period of 01 (One) year from the date of work order and further extendable for another 01 (One) year** as stated above, and it could be terminated at any time by giving written notice of 60 days in advance, after providing an opportunity of hearing, in case there occurs violation of terms and conditions of the contract by the licensee. However, during the notice period the required services shall continue to be provided by the bidder.
- b. The licensee shall obtain and arrange a 3rd party **Insurance Policies** to cover all the incidents from / to workmen and all Kitchen Equipment involved in the outsourcing of services, against any mishap. The insurance policy for the workers to be involved for services shall be obtained every year by the service provider till the last date of completion of contract.
- c. The licensee shall be abided by all the guidelines issued by the Government of India and The Executive Director, AIIMS, Kalyani, West Bengal, from time to time during the lease period.
- d. The licensee shall not sell or transfer any proprietary right or entrust any other third party to run the Hospital Patient Dietary services.
- e. The licensee shall observe the guidelines issued by health authorities for the control on spread of contamination.
- f. Conforming to the services under the provision of the 'Consumer Protection Act' shall be the sole and absolute responsibility of the (2nd party) licensee and the first party will share no liability in this regard. Privacy and other ethical values of investigated patients will have to be maintained in individual case.

18. Wages to employees and Insurance: The service provider shall comply with the laws applicable to employees working in the Kiosks regarding working hours, minimum wages, safety, cleanliness, etc. If on account of non-compliance with the provisions of any such laws, AIIMS Hospital is upon to make any payment to or in respect of his employees, the service provider shall fully reimburse to the employer all such payment or the first party shall be free to make deductions on this account from the amount of Security Deposit, in which case, the service provider shall immediately pay to the employer such amount as maybe necessary to make up the required security Deposit, or from the dues which may be payable to employer to

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the bidder. The service provider will sign an Indemnity Bond in favor of the first party to this effect.

SPECIAL TERMS AND CONDITIONS:

1. The FOOD KIOSK can sell ONLY OWN COMPANY PRODUCTS for which the bidder is applying (along with the list of products as mentioned in annexure-3).
2. It should have provision for WIDE RANGE of Food products made by their own company.
3. It should have own arrangement for internal distribution of their company products within AIIMS Kalyani Campus.
4. NO PLASTIC PACKETS ALLOWED IN THE FOOD KIOSK; consumables (Cups, spoon, serving trays) should be environment friendly.
5. It Should involve only Fireless Cooking.
6. Hot and Cold beverages to be served through own Coffee Vending Machines
7. **The contractor should bear rental(monthly) charges (As per Financial bid), electricity bills (based on meter reading).**
8. The contractor should have business exposure with wide range of own Company food products across India.
9. The **5 allotted slots** of around **200 Sq. ft.(approx.)** should be utilised by the agency to **build 5 food kiosks** with furniture, at their own expenses.
10. The contractor (licensee of a particular company) cannot exhibit any advertisement **except displaying his own name & Brand Name**. If the Licensee exhibits any advertisement other than his own / franchisee name, his contract will be terminated.
11. The company should have business exposure with wide range of own Company food products across India.
12. The contractor is expected to as endorsed by GOI (CIRCULAR No. T20014/28/2023-SAS-1 issued by Director General of Health Services).
 - a. keep **millet products, Fresh fruit juices, nuts, whole grains.**
 - b. Preferably avoid keeping and selling unhealthy beverages with high sugar content.
 - c. Preferably avoid keeping and selling packaged processed food with high content of salt, sugar and preservatives
13. **Apart from the company products, low cost standard quality coffee, Tea, Biscuit must be available in the kiosks as per Annexure-3.**
14. **Company can't establish different flavours of kiosk; all the 5 kiosks have to be of same parent company for which the bidder applies.**
15. Full menu along with the cost must be displayed at counter.
16. The contractor shall maintain FULL HYGIENIC CONDITIONS in the kiosks, in the storage, preparation and serving of eatables and in keeping the floor, furniture, utensils, crockery, cutlery neat and clean, so as to maintain the standards and aesthetic values

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in the kiosks. Contractor should make arrangement for visible storage of prepared food in hygienic condition. The kiosks and its premises shall be kept clean and tidy. **The garbage, peel-offs, waste food etc. should be disposed of as per norms of appropriate Municipal Authority** at the cost of the Contractor. **Smoking, tobacco chewing and intake of liquor is strictly prohibited. The bidder should not allow and should take active participation and responsibility in driving out the dogs surrounding the designated place.**

17. Biomedical Waste standards must be maintained including hygiene and fly catcher must be installed.
18. Separate counter for AIIMS KALYANI staff must be there.
19. The contractor must adhere to the timings.
 - a. **3 counters (Entrance Gate, OPD Ground Floor and OPD 3rd Floor)**
Mon-Fri: Full Day
Sat: Half day (1st half)
 - b. **2 counters (In Front of Trauma & Emergency and Hostel)**
- Must be open for all time. (24*7)
20. Adequate number of staffs should be present per shift.
21. Staff behaviour **must be polite.**
22. All staff and the Caterer will have to be provided uniforms with ID cards by the Contractor (which will be countersigned by the AIIMS administration) during working hours and they are required to wear disposable gloves and caps during cooking and serving food positively.
23. Extension of area or creation of additional plaza outside the permitted/allotted area will not be permitted.
24. The contractor will be liable to the damages caused to the property of the AIIMS Kalyani, if any, during the execution/creation of the FOOD KIOSK. The full liability and responsibility will also lie over the successful bidder due to any damage to the property, animal or human due to any unforeseen incident/accident caused by the said restaurant.
25. The contractor shall handover the peaceful possession of the FOOD KIOSK (land & structure and other fittings owned by AIIMS Kalyani) and remove all particles/assets of their own within seven days from the date of expiry/ termination of the contract, failing which, the AIIMS Kalyani Authority will take the possession of the FOOD KIOSK with immediate effect. Necessary expenses for this purpose incurred by the AIIMS Kalyani authority will be paid by the party on demand, failing which it will be deducted from the security Deposit money.
26. **No permanent construction will be allowed in the campus of AIIMS Kalyani.**
27. **If any bidder has more than one franchises , he/she should apply for only one.**

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ASSIGNMENT & SUBLETTING :

1. The contractors shall not assign the contract or any part thereof or any benefit or interest therein or there under without written consent of the Institute. The whole of the charge included in the contract shall be executed by the Contractors.
2. The Contractors should not transfer the management to any other individual or agency.
3. **The Executive Director, AIIMS, Kalyani will have discretion to add or amend any conditions of this contract at any time and the contractors will be bound to comply with the same. The same may be hoisted in the AIIMS KALYANI website.**

CONTRACT DOCUMENTS:

1. The contracts documents are to be taken mutually explanatory of one another and in case of ambiguities or discrepancies the same shall be explained and clarified by the Institute who shall thereupon issue to the contractor their interpretation and direction in what manner the work is to be carried out.
2. No child laborer will be employed by the Contractors in the Refreshment service and the Institute shall be at liberty to object to and require the Contractors to remove any person employed by the contractor in running the refreshment services, who in the opinion of the Institute is unbecoming of being employed in the canteen. Such persons shall not again be employed in the canteen without the specific permission of the Concerned Committee.
3. The Contractors shall be responsible for the acts, defaults and neglects of its employees, or workmen.
4. All the workers engaged by the contractors will be solely his employees and the contractors will ensure compliance of all labour laws as applicable including payment of minimum wages (calculated on basis of tier I city). They will also comply all other laws of the land as applicable. AIIMS, Kalyani will have no liabilities in this connection.

COMPLIANCE OF STATUTORY LIABILITIES:

1. The **electricity charge & Monthly rental charge** has to be deposited positively without fail within 5 working days of the next month. Otherwise, penalty shall be imposed as decided by AIIMS, Kalyani.
2. The contractors shall ensure that wages paid to his employees conform to the provisions of the Minimum Wages Act, 1948 and other social security like EPF, ESIC and Bonus etc. The Contractors shall also ensure adequate rest and working hours as per norms etc. to all his employees.

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3. The contractor shall be totally responsible for all statutory liabilities including those relating to Weights and Measures and Prevention of Food Adulteration

SETTLEMENT OF DISPUTE:

All disputes related to refreshment services, service charge, electric bill, management, maintaining hygiene and abiding rules and regulation framed by concerned committee shall be settled amicably between administrative authorities of AIIMS, Kalyani and the Contractors. If amicable settlement fails and as required, an Arbitrator shall be appointed on mutual consent within the Institute by administrative authorities of AIIMS, Kalyani. Any legal dispute if so, arise shall be subject to jurisdiction of courts in Kalyani only. (Administration of AIIMS KALYANI). An arbitration may be initiated as per "Arbitration & Conciliation Act 1996".

PENALTY CLAUSE:

In case of violation of the following rules, the penalty charges on the Caterer shall be followed.

- a. For single complaint of presence of maggots, insects and/or foreign object found in any food items would invite a fine of Rs.2,000/- (Rupees two thousand only) on the caterer.
- b. Fine on any discrepancy (personal hygiene of workers, misbehavior by workers, Garbage disposal in case of buffet) will lead to fine of Rs.2,000/- (Rupees two thousand only) on caterer for every instance.
- c. For single complaint of non-availability of the products mentioned in Annexure-3 would invite a fine of Rs. 1000/- (Rupees one thousand only) per instance on the caterer.
- d. If there is any damage of assets of AIIMS Kalyani, the quantum of fine will be decided by competent authority.
- e. Absence of the proprietor or his representative in the meetings organized by the Concerned Authority on prior information will attract a fine of Rs.5,000/- (Rupees five thousand only) on caterer.
- f. In case it is found that **three such fines** do not have any effect in abiding by the terms and conditions mentioned in the contract, the contract may be terminated finally after serving fifteen days' notice by the Administration of AIIMS KALYANI to the Contractors. The notice during the trial period will be only one week.
- g. Severity of hygiene failure shall be assessed and decided by the Concerned Committee and fined appropriately. In case of gross failure/negligence a severe penalty will be imposed.

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ANNEXURE-1

Details/Profile of Bidder

Sl. No.	Particulars	Details
1.	Name of the proprietor / Registered Firm / Company concern	
2.	Address of concern (with tel. no. Fax and Email)	
3.	Name and address of the partners / directors/ (with Mobile no.) (in case of firm / company)	
4.	Permanent Account No. (PAN)	
5.	Goods and service tax Registration No.	
6.	Details of EMD	

Sl. No.	Particular	Response from the bidder	Supporting documents' page number
1.	Years of experience in Food Kiosks service		
2.	Average Annual Turnover of the bidder (Certified from the Chartered Accountant) for last financial three years i.e., [2021-22, 2022-23,2023-24]		
3.	No. of active kiosks of ANY COMPANY operating in REPUTED EDUCATIONAL INSTITUTE(Govt./Private).		
4.	No. of Kiosks of ANY COMPANY operating in a Govt Organization (Central Govt/ State Govt/ Autonomous Organization/ central PSU's		
5.	No of kiosks and /or outlet in PAN India of the same company for which the bidder is applying		
6.	How many contracts of Similar works each Costing not less than Rs. 38,00,000/- has been received by your firm, in the last 3 years ending 31st march 2024?		
7.	How many contracts Similar works in each Costing not less than Rs.47,50,000/- has been received by your firm, in the last 3 years ending 31st march 2024.		
8.	How many contracts of Similar works in each costing not less than Rs. 76,00,000/-, has been received by your firm in the last 3 years ending 31st march 2024.		
9.	Do your Firm has Certified similar work experience EXCLUSIVELY in INI	Yes/No	

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	(INI: Institute of National Importance: AIIMS/ IIT/ PGI CHANDIGARH/ IISER/ IIM/ JIPMER/IIT)		
10.	Do your firm has experience of working in an institution where there is documented implementation of “Eat Right India Program of FSSAI”	Yes/No	
11.	Do your firm has ISO 22000 Certificate.	Yes/No	

DECLARATION:

1. I/we have read and understood all the terms and conditions of the tender /contract and I/we undertake to fully abide by all the conditions

2. I/we hereby certify that the information furnished above is full, true and correct to the best of my/our knowledge. I/we understand that in case and deviation is found in the above statement at any stage the bidder/ company will be blacklisted and will not have any dealing with AIIMS Kalyani in future.

Place:

Dated:

Name.....

Signature.....

E-TENDER FOR FOOD KIOSKS AT AIIMS KALYANI

ANNEXURE-2 A

FINANCIAL INFORMATION OF THE BIDDER

Financial Analysis – Details to be furnished duly supported by figures in balance sheet/profit & loss account duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

Ser. No.	Description	2021-22	2022-23	2023-24

Note: Gross Annual Turn Over only.

Signature of Bidder with Seal

Signature of Chartered Accountant with Seal

E-TENDER FOR FOOD KIOSKS AT AIIMS KALYANI

ANNEXURE-2 B

FINANCIAL INFORMATION OF THE PARENT COMPANY

Financial Analysis – Details to be furnished duly supported by figures in balance sheet/profit & loss account duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

Ser. No.	Description	2021-22	2022-23	2023-24

Note: Gross Annual Turn Over only.

Signature of Bidder with Seal

Signature of Chartered Accountant with Seal

E-TENDER FOR FOOD KIOSKS AT AIIMS KALYANI

Annexure - 3

S.No.	Item	Quantity	Max. Price
1.	Milk tea	50 ml	Rs. 5
2.	Milk tea	120 ml	Rs. 10
3.	Black Tea	120 ml	Rs. 8
4.	Lemmon Tea	120 ml	Rs. 10
5.	Milk Coffee	120 ml	Rs. 15
6.	Black Coffee	120 ml	Rs. 10
7.	Biscuit	on MRP starting from Rs. 5	
8.	Cake	on MRP starting from Rs. 10	
9.	Instant Noodles	1 bowl	Rs. 20

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ANNEXURE-4

AFFIDAVIT

(To be submitted on Rs. 10/- Govt. Stamp Paper)

I/We hereby certify that, the above firm has not been ever blacklisted by any Central/State Government/Public Undertaking/Institute on any account.

I/We also certify that, Firm will supply the item(s) as per the specification given any Institution and also abide all the Terms & Conditions stipulated in Tender.

I/We also certify that, the information given in Bid is true and correct in all aspects and in any case at a later date, it is found that any details provided are false and incorrect, any contract given to the concerned firm or participation may be summarily terminated at any state, the firm will be blacklisted and Institute may impose any action as per NIT Rules.

“I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Executive Director shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee”.

Business Address: - _____

Name:.....

Signature of Bidder with Firm's Seal:

Place: _____

Dated: _____

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ANNEXURE – 5

PERFORMANCE BANK GUARANTEE

FROM
BANK.....

To
All India Institute of Medical Sciences,
Kalyani-741245
West Bengal

Bank Guarantee no.....Dated.....
Bank guarantee Amount.....

Dear sir,

1. Whereas you (the "PURCHASER") have entered into a contract no. dated.....(hereinafter referred to as the "said Contract") with M/s.....(hereinafter referred to as the "SELLER") for the supply of goods/service as defined in the said contract. And whereas the SELLER has undertaken to produce a bank guarantee for 5% of total contract value amounting to(amount of the guarantee in figures and words) to secure its obligations to the PURCHASER in accordance with the said contract.
2. We(the Bank) hereby expressly, irrevocably and unreservedly undertake and guarantee as principal guarantor on the behalf of the SELLER that, we will pay you on your demand declaring the seller to be in default under the said contract, without demur or contest, all and any sum up to a maximum of Rs. Only. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said Contract.
3. We undertake to affect payment upon receipt of such written demands notwithstanding any dispute or disputes raised by the SELLER in any suit pending before any court, tribunal, arbitrator or any other authority, or liability under this presence being absolute and unequivocal
4. We shall not be discharged or released from this undertaking and guarantee by any arrangements or variations made between you and the SELLER, indulgence to the SELLER by you or by any alterations in the obligations of the SELLER or by any forbearance whether as to payment, time, performance or otherwise.
5. In no case shall the amount of this guarantee be increased.
6. This guarantee shall remain in full force and effect until (date).
7. Unless a demand / claim under this guarantee is made to us in writing on or before the

E-TENDER FOR FOOD KIOSKS AT AIIMS KALYANI

aforesaid date all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.

8. This guarantee shall be continuing guarantee and shall not be discharged by any change in the constitution of the bank or in the constitution of the SELLER.
9. We lastly undertake not to revoke this guarantee during its currency except with the previous consent of the PURCHASER in writing.

Name and designation of the officer

.....

Seal, name and address of the
Bank and
address of the Branch
(Bank's common)

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ANNEXURE – 6

UNDERTAKING

(To be signed on a Rs. 10/- Stamp Paper attested by notary)

We have carefully read all the terms and conditions & have satisfied ourselves of the meaning implied therein and after fully understanding all the implications of these terms and conditions, we agree with them without any reservation, and undertake to abide by it fully and unconditionally. We understand that in the event of any declarations and contents being false or untrue the contract is liable to be terminated & black-listed.

Date:

Place:

Signature:.....

Name.....

Designation.....

Company / Firm name with seal.....

Partner

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ANNEXURE-7

BID FORM

To,
The Executive Director.
AIIMS Kalyani,
West Bengal

Dear Sir,

1. Having read the terms & conditions mentioned in the bid document, including addenda's (the receipt of which have been duly acknowledged), we offer to setup and run 5 food kiosks at different locations of AIIMS Kalyani campus in conformity with the terms & conditions of bid document for the sum shown in the schedule of prices.
2. We agree to abide by this Bid for a period up to ----- --.
3. If our Bid is accepted, we will obtain and submit performance security deposit in the form of Demand Draft drawn /PBG in favour of AIIMS Kalyani payable at West Bengal for a sum equivalent to 5% of the contact value estimated cost for due performance of the Contract/agreement.
4. We undertake to enter into contract/Agreement within 10 days of being called upon to do so and shall bear all expenses connected therewith including charges for stamped.
5. Until an agreement is signed and executed, this Bid shall constitute a binding contract between us and you
6. We understand that you are not bound to accept the lowest or any bid, you may receive Signed in the capacity of duly authorized to sign the bid for and on behalf of -
-----

Address

Dated this..... day of 2024.

Witness.....

Address of witness

E-TENDER FOR FOOD KIOSKS AT AIIMS KALYANI

ANNEXURE - 8

Format for Agreement

(to be made on Rs 100/- Non- Judicial Stamp Paper)

This agreement is made at Kalyani, WEST BENGAL on the day of Month of 20____ (Two Thousand _____) between the Executive Director, All India Institute of Medical Sciences, Kalyani having its Office at AIIMS, Kalyani-741245 (herein after called 'Client' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, Legal Representatives and assigns) of the First party,

And

M/s _____ (Second party) having its registered Office at _____ (Here in after called the 'Agency' which expression unless repugnant to the Context shall mean and include its successors-in-interest assigns etc.) of the Second Party.

WHEREAS the "Client" is desirous to engage the "Agency" for setting up and running 5 food kiosks at different location of AIIMS Kalyani campus for 12 months (2024-25), on the terms and conditions stated below:-

- (a) All the Terms & conditions of the Tender document will form as the part of this Agreement.
- (b) The agency shall be solely responsible for compliance to provisions of various Labour, Industrial and any other Laws applicable and all Statutory Obligations such as Wages, Allowances, Compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed in AIIMS, Kalyani. The client shall have no liability in this regard.
- (c) The Agency shall be solely responsible for any Accident/Medical/Health related Liabilities/Compensation for the personnel deployed at it at AIIMS, Kalyani site. The Client shall have no liability in this regard.
- (d) Any violation of Instructions/Agreement or Suppression of facts will attract cancellation of Agreement without any reference or any notice period.
- (e) The Contract can be terminated by giving 01 (One) Month Notice by the AIIMS, Kalyani.
- (f) In case of Non-Compliance with the contract, the Client reserves its right to:-
 - a. Penalize the agency as per Penalty Clause in Tender Document and/or
 - b. Cancel/Revoke the contract
- (g). Performance Security amounting to @5% of the Bid Value i.e. Rs. 4,75,000/-, in the form of Fixed Deposit Receipt or Bank Guarantee form a scheduled Bank shall be furnished by the Agency at the time of signing of the Agreement.

E-TENDER FOR FOOD KIOSKS AT AIIMS KALYANI

(g) The Agency Shall be fully responsible for timely monthly payment of wages i.e. by 07th of every month without fail and any other dues to the personnel deployed at AIIMS, Kalyani in the schedule without any deductions except PF& ESI as admissible.

(h) The personnel provided by the Agency will not claim to become the employees of AIIMS, Kalyani and there will be no employee and Employer relationship between the personnel engaged by the Agency & AIIMS, Kalyani.

(i) The Agency will pay Rs....(as decided in the financial bid) as monthly rental charge and electricity charges(based on meter reading) positively without fail within 5 working days of the next month.

(j) The Agency also agrees to comply with annexed Terms & Conditions of the Tender and amendments thereto from time to time.

(k) Decision of Client in regard to interpretation of the Terms& Conditions of the Tender shall be final and binding on the Agency.

(l) The Agency shall ensure full compliance with Tax laws of India with regard to this contract and shall be solely responsible for the same the Agency shall keep client full indemnified against liability of Tax, Interest Penalty and any other legal Liability etc. of the Agency in respect thereof, which may arise. No Service Tax will be paid by AIIMS, Kalyani. The Books of Accounts of the Agency as regards this work shall be open for examination by the Institute as and when required.

(m) In case of any dispute between the Agency and Client, Client shall have the right to decide. However, all matters of jurisdiction shall be at the Local Courts of Kalyani.

(o) THIS AGREEMENT will take effect from the day of Month of 20____ (Two Thousand _____) and shall be valid for 01 (One) Year and extendable for another 1 year as desired by AIIMS Kalyani.

This day of 20____, both the parties here to have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year mentioned above in Kalyani in the presence of the witness :-

E-TENDER FOR FOOD KIOSKS AT AIIMS KALYANI

(For and on behalf of Principal/Owner)

(For and on behalf of Bidder/Contractor)

WITNESSES:

WITNESSES:

.....

.....

(Signature, Name and address)

(Signature, Name and address)

Dated :

Dated :

Place : Kalyani

Place : Kalyani