

Organisation Name: All India Institute of Medical Sciences Rajkot  
 Tender Reference Number: AIIMS/Proc/Adm/02/Proc/22-23/Contract/150  
 Tender ID: 302\_AIMSR\_68181\_L  
 Tender Type: Open Tender  
 Payment Mode: Offline  
 Is HUB Currency Allowed For BOQ: No

Contract Details: No. of Contracts: 2  
 Form of contract: Lumpsum  
 No. of covers: 2  
 Is HUB Currency Allowed For BOQ: No

Cover No.	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	Tender For Carleen Services At All India Institute of Medical Sciences, Rajkot
2	Finance	.xls	Tender For Carleen Services At All India Institute of Medical Sciences, Rajkot

EMD Fee Details: EMD Fee Amount: 50,000  
 EMD Fee Type: Fee  
 EMD Payable To: All India Institute of Medical Sciences Rajkot  
 EMD Exemption Allowed: Yes  
 EMD Exemption Percentage: NA  
 EMD Payable At: All India Institute of Medical Sciences Rajkot

Work Description: Tender For Carleen Services At All India Institute of Medical Sciences, Rajkot  
 Tender For Carleen Services At All India Institute of Medical Sciences, Rajkot  
 Please Refer Tender documents  
 Tender Value in ₹: 50,00,300  
 Contract Type: Tender  
 Location: AIIMS Rajkot Temporary campus  
 Pre Bid Meeting Address: AIIMS Rajkot Temporary Campus, PDU Medical College, Rajkot

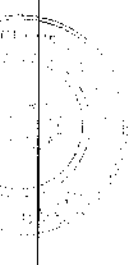
Product Category: Hotel Catering  
 Bid Validity (Days): 180  
 Pincode: 360001  
 Pre Bid Meeting Date: 07-Nov-2022 03:00 PM  
 Pre Bid Meeting Place: Bid Opening Place

Sub category: NA  
 Period Of Work (Days): 23-Nov-2022 03:00 PM  
 Pre Bid Meeting Date: 23-Nov-2022 12:00 PM  
 Bid Submission End Date: NA  
 Bid Submission End Date: 23-Nov-2022 12:00 PM

Document Name: Tender For Carleen Services At All India Institute of Medical Sciences, Rajkot  
 Document Size (in KB): 3639.12

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अखिल भारतीय आयुर्विज्ञान संस्थान राजकोट, गुजरात 360001  
All India Institute of Medical Sciences, Rajkot, Gujarat 360001  
A Central Autonomous Body under PMSSY, MoH&FW  
Government of India [www.aiimsrajkot.edu.in](http://www.aiimsrajkot.edu.in)

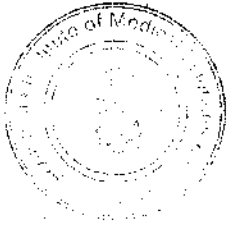


Tender No: AIIMS/Rjkt/Admn/02/Proc/2022-23/Canteen/1586

Date: -31/10/2022

# Tender For Canteen Services At All India Institute of Medical Sciences, Rajkot

NIT No. : AIIMS/Rjkt/Admn/02/Proc/2022-23/Canteen/  
NIT Issue Date : 31/10/2022  
Last Date of Submission : 23/11/2022 at 12:00 PM  
Pre-Bid Meeting : 07/11/2022 at 03:00 PM  
Bid Opening Date : 23/11/2022 at 03:00 PM



**All India Institute of Medical Sciences, Rajkot**

Khandheri-Parapipaliya, Rajkot - 360001, Gujarat

Email: [dda.aiimsrajkot@gmail.com](mailto:dda.aiimsrajkot@gmail.com)

Website: - [www.aiimsrajkot.edu.in](http://www.aiimsrajkot.edu.in)

## Tender For Canteen Service

All India Institute of Medical Sciences, Rajkot is one of the apex healthcare Institutes established by the Ministry of Health & Family Welfare, Government of India under the Pradhan Mantri Swasthya Suraksha Yojna (PMSSY). The Director, AIIMS RAJKOT invites sealed tenders for providing Canteen Services at Permanent Campus of AIIMS RAJKOT. You are requested to quote your best offer along with the complete details of specifications, terms & conditions. Quotation should be sealed and super-scribed with tender name, number and address to:

The DD(A)  
All India Institute of Medical Sciences, Rajkot  
Temporary Campus, PDU Medical Collage.

The sealed quotations should reach the Institute, before 05:00 PM on or before last date of submission (To be decided after Pre bid meeting) in the presence of the bidder(s) or their authorized representative(s), who will be present at the scheduled date and time.

### **Scope of Work:**

- 1 The Institute requires canteen contractor(s) to run the canteen services at Permanent Campus (Hos/ Hospital Complex of AIIMS Rajkot on subsidized rates as fixed by the Institute to cater for the needs of the students, staff, beneficiaries and visitors attending the Institute.
- 2 The canteen services are also required to be extended during the examination's seminars, workshops, farewell tea, annual events and orientation courses etc.
- 3 To fix the menu in consultation with the canteen committee of the Institute from time to time.
- 4 To supply Tea/Coffee/Cold Drinks and other beverages as and when required.

### **Terms & Conditions:**

#### **A. General Conditions:**

1. Pre-bid meeting shall be held in the AIIMS Rajkot to clarify any queries of the tenderer on 08/09/2022 at 12:00 PM.
2. **Preparation and Submission of Tender:** The tender should be submitted in two parts i.e., Technical Bid and Financial Bid. The Technical Bid and the Financial Bid should be sealed by the bidder in two separate covers "Technical Bid for Tender for Canteen Services" and "Financial Bid for Canteen Services". Both Sealed Envelopes should be kept in a main/ bigger envelope super-scribed as "Tender for Canteen Services ". Bidder shall submit a copy of the tender document and addenda thereto, if any, with each page of this document should be signed and stamped to confirm the acceptance of the entire terms & conditions as mentioned in the tender enquiry document.
3. **Earnest Money Deposit:** The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of **Rs. 50,000.00 (Rupees Fifty thousand Only)** by way of demand drafts only. The demand drafts shall be drawn in favour of "All India Institute of Medical Sciences, Rajkot". The demand drafts for earnest money deposit must be enclosed in the envelope containing the technical bid. The EMD of the successful bidder shall be returned after the successful completion of contract order and for unsuccessful bidder(s) it would be returned after award of the contract. Bid(s) received without demand drafts of EMD will be rejected.
4. **Tender Fee:** Tender fee will be Non-refundable amount of **Rs. 1,000/- (Rupees One thousand only)**.
5. **Period of Contract:** The contract period shall commence on the date of Commencement and shall remain for 01 year. The period is further extendable for a maximum period of 2 years (1 year at a time) on the same terms and conditions and the rates at which the contract is

warded will be valid throughout the contract and no claims whatsoever on account of increases in the rate of material to be used and other factors such as statutory payments, etc., shall be entertained and it will be the responsibility of the contractor to bear such other expenses. However, if there is any downward revision of all the rates due to revision of govt. taxes etc. or any other reasons, the same shall be passed on to the AIIMS Rajkot through appropriate reduction of the contracted rates.

6. All the Technical Bid will be scrutinized, by the evaluation committee constituted by the Director to check all relevant documents for their authenticity and the Tenderer whose Technical tenders are accepted will be informed about the date and time for opening the Financial Bids.

7. No tenderer will be allowed to withdraw after submission of the tenders within the bid validity period otherwise the EMD submitted by the tendering firm would stand forfeited.

8. In case the successful tenderer declines the offer of contract, for whatsoever reason(s), his EMD will be forfeited.

9. A formal contract shall be entered into with the successful tenderer. In this contract, the successful tenderer shall be defined as contractor.

10. **Performance Security:** The successful tenderer will have to deposit a Bank Guarantee of **Rs. 5,00,000.00 (Rupees Five lakh only)** by way of Bank Guarantee of scheduled bank in favour of AIIMS, Rajkot as per the prescribed format attached as Annexure -IV payable at Rajkot valid for 60 days beyond the expiry period of contract.

11. The successful Tenderer will have to deposit the Bank Guarantee and commence the work within 15 days of acceptance of tender otherwise the contract may be cancelled and EMD will be forfeited.

12. Each page of the tender documents and papers submitted along with, should be numbered, signed and stamped by the authorized signatory in acceptance of the terms and conditions laid down by the AIIMS Rajkot.

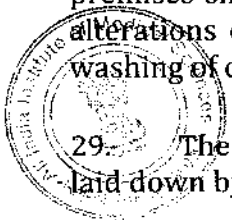
13. The Executive Director, AIIMS Rajkot reserves the right to withdraw/relax/modify any of the terms and conditions mentioned in the tender document if it is felt necessary in the benefit of the Institute.

14. The Executive Director, AIIMS Rajkot reserves the right to reject all or any tender in whole, or in part, without assigning any reasons thereof.

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

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

17. The contractor shall take at his own cost, if required, necessary insurance cover in respect of staff and other personnel to be employed or engaged by him in connection with the afore mentioned services to AIIMS and shall indemnify AIIMS against all acts of omissions, fault, breaches and or any claim or demand, loss injury and expenses to which AIIMS, Rajkot may be party or involved as a result of the contractor failure to comply and of the obligation under the relevant act law which the contractor is to follow.
18. The successful bidder/contractor will be required to enter into an Agreement/ Contract.
19. The catering services will be provided to the Institute at the fixed rate.
20. The timings and working days of the canteen will be regulated by the AIIMS Rajkot.
21. The contractor shall display the list of items & rates in the premises.
22. The canteen should be kept neat & clean and free of unhygienic conditions.
23. The responsibility of maintaining the cleanliness and hygienic condition of the canteens will be of the contractor, at his own cost and proper disposal of waste. In case of violation of this condition, AIIMS Rajkot may have the right to impose a fine and the contract may be cancelled by giving a week's notice to vacate the premises.
24. The bearer / staff (not below the age of 18 years) employed by the contractor shall have to be medically fit and kept neat and clean. The contractor shall not employ young children as prohibited under the law / rules / regulations.
25. The contractor will make his own arrangement for cooking gas, crockery, cutlery, glasses and other kitchen equipment. Disposable good quality paper made items for tea etc. shall be allowed but not of plastic material.
26. The contractor shall be responsible for ensuring safety and maintenance of all the equipment/fixtures installed/provided by the Institute, during the entire period of the contract. If any damage/loss of equipment/fixtures found then the same will be recovered from the contractor. The contractor shall take adequate fire pre-cautions.
27. The contractor shall maintain the Institute premises in good condition and shall not cause any damage thereto. If any damage is caused to the premises by the contractor or his workers, employees or agents the same shall be rectified by the contractor at his own cost either by rectifying the damage or by paying cash compensation as may be determined by the Institute.
28. The successful tenderer shall not sub-let the premises either in whole or in part. The premises shall not be used for residential purposes even for the canteen staff. No additions or alterations of the premises will be made without permission of the Institute. No bathing and washing of clothes etc. will be allowed in the canteen.
29. The contractor and his employees would be governed by the discipline rules as may be laid down by the Institute while they are in the Institute premises.
30. Electricity Charges shall be paid by contractor as per actual consumption on the prevailing rates of Rajkot Paschim Gujarat Vij Company Limited (PGVCL) or at such higher rates as may be decided by the Institute from time to time. **The space shall be provided on payment of monthly rental as per Prevailing market rates.** Water connection will be provided by the Institute.



## Tender For Canteen Service

31. Quality of food/catering services provided will be inspected/checked from time to time and if found unsatisfactory the contract may be cancelled at any time by the Institute with/without furnishing any notice. The Institute reserves the right to impose a fine, if deemed necessary.
32. The conduct/characters/antecedents and proper bonafide of the workers in the canteen shall be the sole responsibility of the contractor. However, the contractor should provide the necessary details of all its employees (permanent, temporary, casual) to the Institute. All the employees should be police verified before joining the service.
33. The decision to award the canteen services contract will be taken on the basis of prices quoted, feasibility and quality.
34. The contractor will use only the commercial cylinder and ISI marked gas stove for the purpose of cooking.
35. Police verification and worker's identity cards will be compulsory before taking the charge of complementary catering services (canteen). Employees will be in proper uniform provided by the contractor, medically found fit, hygienically suitable, nails trimmed, haircut and shave taken.
36. Electronic billing machine for token system will be necessary.
37. The tenderer shall be required to display the price list of all the food articles, soft drinks, tea, coffee and juice sold in the canteen. The prices of the items sold in AIIMS, RAJKOT canteen shall not be more than the local market rate and shall be got approved and reviewed by committee of AIIMS, RAJKOT officials on regular basis. The approved rate list shall be displayed at proper location within the canteen areas by the tenderer.
38. Tenderer shall not sell any cigarette, bidi, pan, alcohol etc. in the canteen and in the AIIMS premises, if anyone is found indulged in this business the person shall be asked to leave the campus immediately and the tenderer shall be liable to lose the contract for breach of this condition.
39. As regards quality of materials and preparation, the tenderer shall ensure that: (a) Food ingredients, Packed items additives and materials must be of best quality available in the market, (b) Vegetables, bread, Eggs, fruits and other such perishable items should be purchased fresh from the market on daily basis, (c) the Tenderer shall take meticulous care to provide clean and quality food in all preparations. The Designated Faculty in competent authority have free access to inspect the Canteen, service counters at any time on any working day, and (e) waste and garbage disposal must be done twice a day on regular basis.
40. The Tenderer shall ensure that the staff engaged by him observes safety precautions and security regulations at the campus.
41. The Tenderer shall not utilize the premises and facilities of the Institute to cater any other client, other than AIIMS, RAJKOT students, faculty, staff and visiting faculties/guests.
42. The tenderer shall not keep the canteen closed without prior permission from the AIIMS, RAJKOT authority. Any such incident shall be treated as breach of contract and suitable action including penalty shall be taken for the same by AIIMS, RAJKOT, as it may deem fit.
43. The tenderer shall bring their own tools, cookers, hot boxes, Refrigerators, storage equipment, trolleys, equipment, utensils, plates, jugs, etc., in sufficient quantity as needed to maintain the canteen services, in addition to what is provided by AIIMS, RAJKOT.

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

## **B. LEGAL TERMS AND CONDITIONS**

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

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

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

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

49. AIIMS, RAJKOT would have the right to terminate the contract without notice before the expiry of the term, in case the work performance is not up to the standard, or in case there is any violation of AIIMS, RAJKOT rules & regulations, or if there is any lapse in compliance of any labour legislation, or if there is any incident of indiscipline on the part of the Tenderer or his staff. The decision of AIIMS, RAJKOT's management in this regard would be final and binding on the Tenderer. In such an event, AIIMS, RAJKOT shall have the right to engage any other tenderer to carry out the task.

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

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

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

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

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

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

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

### **C. Payment Terms:**

57. Charges for the Cooking, Food Items, snacks etc. provided on occasions as per the orders of AIIMS, RAJKOT shall be paid on submission of bills.

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

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

60. Similarly, as and when faculty/staff/visiting faculty avail canteen services, such charges should be collected by the tenderer directly, and the Institute shall not be responsible for the same.

61. Payment method - all the payment method will be followed(Online/Offline)

### **D. Qualifying Requirements: -**

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

63. **The annual average turnover of services provided by the bidder should not be less than Rs. 10 lakhs during the last three years as per their audit books of accounts/Tax Returns.**

64. Firm registration.

65. The Bidder shall have at least 2 years experience of providing canteen services/ catering services.

66. No Joint Venture/ Consortium is allowed to participate in the Tender Process. Tenderer should submit an undertaking on firm's letter head in this regard.

67. Certificate for registration with Income Tax, GST, PAN, PF, ESI, and any authority applicable for the last three years.



68. Registration & incorporation particulars: - If Proprietorship, partnership, Private Limited, Public Limited (Please attach attested copies of documents of registration / incorporation of your firm as required by business law)

69. Agency's audited balance sheet (duly certified by a Chartered Accountant for last 3 financial year)

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

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

**E. Other Terms & Conditions: -**

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

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

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

75. **Arbitration:** If any difference arises concerning this agreement, its interpretation on payment to the made there-under, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an Arbitral Tribunal containing Sole Arbitrator to be appointed by the Secretary, Department of Legal Affairs. Such requests shall be accompanied with a panel of names of three persons to act as the sole arbitrator. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of Arbitration and Conciliation Act, 1990 and the rule framed there under and in force shall be applicable to such proceedings.

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

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

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

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

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

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

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

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

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

85. After due evaluation of the bid(s) Institute will award the contract to the lowest evaluated, responsive tenderer. However, the successful bidder has to supply the items (Annexure II) on the rounded off rates after appreciation/ depreciation as mentioned in the Financial Bid. The rounding off will be to nearest Rupees, Paisa 50 or above will be rounded off to the nearest higher rupee and paisa less than 50 will be ignored.

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

**87. Applicable Law:**

- The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing.

88. Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Rajkot, Gujarat, 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 Rajkot. The decision of the Arbitrator shall be final and binding on both the parties. Hygiene & Other Standards for the staff provided by the Contractor:

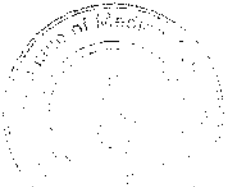
- The contractor shall be responsible for behavior and conduct of his workers. No workman with doubtful integrity of having bad record shall be engaged by the contractor.
- The employees should be in proper uniform at the time of work. The uniform provided to the workers by the contractor should be different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

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

90. **Force Majeure:** -

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

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



*J.B. Bhalg*  
31/10/2022  
Administrative Officer  
AIIMS Rajkot

प्रशासनिक अधिकारी  
Administrative Officer  
अखिल भारतीय आयुर्विज्ञान संस्थान, राजकोट  
All India Institute of Medical Sciences, Rajkot

**Technical Bid**

(In Separate Sealed Cover-I super scribed "Technical Bid")

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

1	Name and address of the Registered office of the agency/ firm	
2	Name of the owner(s) Partners (Attach Bio-data of all Partners)	
	Telephone no.	
	Residence	
	Office	
	Mobile	
3	Firm Registration	
4	Registration & incorporation particulars: - If Proprietorship, partnership, Private Limited, Public Limited (Please attach attested copies of documents of registration / incorporation of your firm as required by business law)	
5	Annual Turnover	
6	Experience	
7	Valid Food & Drug control administration (FDA)/Food Safety & Standard authority of India(FSSAI) License	
8	GST	
9	PAN	
10	Undertaking for no joint venture/consortium(on firm's letter head)	
11	Certificate of registration with Income Tax	
12	Certificate of registration with PF	
13	Certificate of registration with ESI	
14	Please attach the copies of the Annual certificate/ audited balance sheets for Financial Year 2019-20, 2020-21 and 2021-22.	
15	Details of EMD No. Date, Amount, and Bank name	

Name: - .....

Address: - .....

Phone No: - .....

Email: - .....

Seal: - .....

Place: - .....

Date: - .....


**Annexure-II**  
**List of items**

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

S.No.	Items	Serving size	Approximate Price in Rs.
1	Plain Noodles (Maggie)	Plate of 75 gms	20
2	Veg Noodles	Plate of 75 gms	25
3	Veg. Sandwich	3 Bread Piece Sandwich	25
4	Grilled Sandwich Veg	3 Bread Piece Sandwich	30
5	Cheese Sandwich	3 Bread Piece Sandwich	30
6	Bread & Butter	3 Bread Piece Sandwich	20
7	Burger Veg Aaloo Tikki	150 gms	35
8	Veg Cheese Pizza	150 gms	70
9	Plain Cheese Pizza	150 gms	60
10	Mushroom Cheese Pizza	150 gms	70
11	Onion Capsicum Pizza	150 gms	65
12	French fries	125 gms	40
13	Aaloo Samosa	Standard Size	15
14	Pyaj Kachori	Standard Size	15
15	Milk (Amul Preserved)	200 ml.	MRP - 5%
16	Tea (Vending Machine)	100 ml	10
17	Normal Tea	100 ml	10
18	Lemon Tea	100 ml	10
19	Ice Tea	100 ml	20
20	Fresh Juice (Mausambi, Orange, Pineapple, Apple)	200 ml.	30
21	Fresh Shakes (Pineapple, Banana, Badaam, Chocolate, Mango, Litchi)	200 ml.	30
22	Lemon Water	200 ml.	10
23	Coffee	100 ml.	15
24	Coffee (Vending Machine) Nestle	100 ml.	15
25	Hot Coffee Normal	100 ml.	15
26	Cold Coffee	200 ml.	30
27	Patties (Potato, Paneer, Cheese etc.)	Standard Size	20
30	Idli-Sambhar with Chatni	2 Idli and Sambhar 250 ml	25
31	Masala Dosa with Sambhar & Chatni	Sambhar 250 gms	40
32	Vada-Sambar	1 plate, 2 pcs	25
33	Dahi Vada	1 plate, 2 pcs	25
34	Pavbhaji	2 pav and bhaji 100 gms	40
35	Bhelpuri	150 gms	25
36	Veg. Manchurian	1 plate ✓	40
37	Poha Plate	150 gms	20
38	Dhokla	4 pieces	20
39	Bread Pakora	1 pc	15
40	Vegetable Cutler	1 pc	20
41	Chhole Bhature	1 plate, 2 pcs	40
42	Upma	1 pc	25

Tender For Canteen Service

43	Fried Rice	1 plate	40
44	Macaroni	1 plate	25
45	Bread Omlette(Single Egg)	1 pc	25
46	Bread Omlette(Double Egg)	1 pc	40
47	Bread- roll	1 pc	15
48	Aloo, Paneer, Gobi Paratha	1 pcs	20
49	Curd	100 gm	10
50	Uttapam Sambhar	1 plate	40
51	Chocolate Pastries	200 gms	25
52	Blackforest Pastries	200 gms	30
53	Mango Tango Pastries	200 gms	35
54	Pineapple Pastries	200 gms	20
55	Muffins (Vanilla, Choco Chip, Butter Scotch, Lemon, Blueberry etc.)	100 gms	20
56	Pies (Apple, Walnut, Blueberry, Fruits of forests, Black cherry etc.)	100 gms	25
57	French Toast	2 pc	25
58	Chocolates (Butter Scotch, Lemon, Caramel, Strawberry, Cherry, Blueberry etc.)	% Discount on MRP	2%
59	Cold Drinks (all brands & sizes available in the market)	% Discount on MRP	5%
60	Ice Cream (Amul, Vadilal, Uttam)	% Discount on MRP	5%
61	Biscuits & other packed foods	% Discount on MRP	5%
62	Fruit Juices (packed)	% Discount on MRP	10%
63	Mineral Water (Bisleri, Aquafina, Kinley)	% Discount on MRP	10%

	<b>Standard Vegetable Thali for Lunch and Dinner</b> <b>Standard Thali:</b> Rice (200g), Pooris/Roti/plain paratha (4 Nos., 30 g each), Seasonal veg curry (1 no., 125g) and Veg fry, Daal/ Dalma (150 g), [Curd/Khata 50 ml, Salad - Lunch & Sweet Dessert - Dinner], Papad and Pickle, Lemon	80.00
	<b>Special Fish Thali:</b> Standard Thali: Rice (200g), Pooris/Roti/plain paratha (4 Nos., 30 g each), seasonal veg curry (1 no., 125g)/Veg fry, Daal/ sambar (150 g), [Curd/Khata 50 ml, Salad - Lunch & Sweet Dessert - Dinner], Papad and Pickle, Lemon with Fish (2 pieces 50gms each apart from gravy) curry/masala	120.00
	<b>Special Chicken Thali:</b> Standard Thali: Rice (200g), Pooris/Roti/plain paratha (4 Nos., 30 g each), Veg fry, Daal/ Dalma (150 g), [Curd/Khata 50 ml, Salad - Lunch & Sweet Dessert - Dinner], Papad and Pickle, Lemon with Chicken (150 gm, piece wt apart from gravy) curry/masala	120.00

	<b>Special Egg Thali: Standard Thali:</b> Rice (200g), Pooris/Roti/plain paratha (4 Nos., 30 g each), /Veg fry, Daal/ Dalma (150 g), [ <b>Curd/Khata 50 ml</b> , Salad - Lunch & Sweet Dessert - Dinner], Papad and Pickle, Lemon with Egg (2 pieces) curry/masala	90.00
	Chicken Biryani (125 gm chicken) to be served with Rayta and Tomato / Sweet corn soup (300 gms total) + Icecream <b>once in a week on Sunday</b>	100.00
	Paneer biryani (125 gms Paneer) to be served with raithaand Tomato / Sweet corn soup 75 ml once in a week (300 gms total) + Ice-cream <b>once in a week on Sunday</b>	90.00
	<b>Special Paneer Thali:</b> Standard Thali: Rice (200g), Poori/Roti/plain paratha (4 Nos., 30 g each), /Veg fry, Daal/ Dalma (150 g), [ <b>Curd/Khata 50 ml</b> , Salad - Lunch & Sweet Dessert - Dinner], Papad and Pickle, Lemon with paneer (125 gm apart from gravy) curry/masala	100.00
	<b>Special Gujarati Thali in both the Canteens on every Sunday night on extra payment basis:</b>	80.00

**Declaration by the Bidders:**

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

**Name:** - .....  
**Address:** - .....  
**Phone No:** - .....  
**Email:** - .....  
**Seal:** - .....  
**Place:** - .....  
**Date:** - .....



**Annexure III**  
**Financial Bid**

<b>Discount in %</b>	<b>In figure (%)</b>	
	<b>In words</b>	

The bidders are required to quote discount on the price mentioned in list of items at annexure-II.

**Note:**

After due evaluation of the bid(s) Institute will award the contract to the lowest evaluated responsive tenderer. However, the successful bidder has to supply the items (Annexure II) on the rounded off rates after depreciation as mentioned in the Financial Bid. The rounding off will be to nearest Rupees, Paisa 50 or above will be rounded off to the nearest higher rupee and paisa less than 50 will be ignored.

**Declaration by the Bidders:**

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

**Name: -** .....

**Address: -** .....

**Phone No: -** .....

**Email: -** .....

**Seal: -** .....

**Place: -** .....

**Date: -** .....

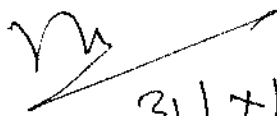




**Annexure - IV**  
**Proforma of Performance Bank Guarantee**

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

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

  
31/7/22