

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RAJKOT, Gujarat 360001		
An Institute of National Importance		
AIIMS is a CAB under PMSSY, Ministry of Health & Family Welfare, Government of India, Temp. Office: PDU medical College & Civil Hospital, RAJKOT, Gujarat- 360001		
No:AIIMS/Rajkot/Admin/02/Procurement/OPD canteen/21-22/814 Dt. 17-11-2021		
<b>Tender Notice: 2-Stage, OPEN TENDER for OPD canteen Tender for one year extendable by another year on highest rent basis</b>		
On behalf of the <b>Executive Director AIIMS, Rajkot</b> , bids are invited under 2 Stage open tender for OPD canteen Tender for one year extendable by another year, on highest rent basis for AIIMS Rajkot from Established/Reputed Agencies based in India through tendering process:		
Sl. No	Event	Date
1.	Cost of Tender document	NIL
2.	Earnest Money Deposit (EMD)	INR 1,00,000/- (Rupees One Lakh only)
1.	Publishing Date	17.11.2021
2.	Bid Submission start Date & Time	26.11.2021 (hard copy)
3.	Pre Bid	25.11.2021 (4 PM)
4.	Bid Submission End Date & Time in the Administrative Office of AIIMS Rajkot	08.12.2021 (11 a.m.) (at First Floor, Temporary Campus, PDU Medical College & Hospital, Rajkot 360001)
5.	Technical Bid Opening Date & Time	08.12.2021; 3 pm
6.	Date and time for Presentation by the Successful bidders	Within the week of 8 <sup>th</sup> December 2021; Will be intimated separately to the Shortlisted bidders
7.	Date & Time of Opening of Financial Bids	After presentation, the financial bid will be uploaded; all vendors who have made presentation shall be eligible to participate
9.	Website for downloading RFP Document, Corrigendum, addendums etc.	<a href="http://aiimsrajkot.edu.in">http://aiimsrajkot.edu.in</a> <a href="https://eprocure.gov.in/epublish">https://eprocure.gov.in/epublish</a>

8. The details regarding the subject tender are available on the AIIMS RAJKOT website ie – [www.aiimsrajkot.edu.in](http://www.aiimsrajkot.edu.in). Bidders are therefore requested to visit the website regularly to keep themselves updated. Clarifications/queries, if any, can be addressed to Deputy Director Admin [e-mail: dda.aiimsrajkot@gmail.com](mailto:dda.aiimsrajkot@gmail.com)

**Deputy Director (Admin.)**  
**AIIMS, RAJKOT**

## Disclaimer

This Tender is not an offer by the All India Institute of Medical Sciences, Rajkot but an invitation to receive offer from vendors/bidders. No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized Officers of the All India Institute of Medical Sciences, Rajkot with the vendor/ bidder.

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# 1. About AIIMS Rajkot

AIIMS Rajkot is one of new AIIMS established by the Ministry of Health & Family Welfare, Government of India under the *Pradhan Mantri Swasthya Suraksha Yojna* (PMSSY) with the aim of correcting regional imbalances in quality tertiary level healthcare in the country and attaining self-sufficiency in graduate and postgraduate Medical Education. PMSSY planned to set up new AIIMS like institutions in under-served areas of the country.

These Institutions are established by an Act of Parliament on the lines of the original All India Institute of Medical Sciences, in Rajkot which imparts both undergraduate and postgraduate medical education in all its branches and related fields, along with nursing and paramedical training to bring together in one place educational facilities of the highest order for the training of personnel in all branches of health care activity.

# 2. Aims and Objectives of this Tender

AIIMS, RAJKOT is commencing its permanent campus (Village Khandheri/Parapipaliya) in December 2021. The temporary OPD is likely to begin in December 2021. To serve the patients, their relatives, general public, Faculty and Staff of AIIMS Rajkot, a canteen service is proposed to be started simultaneously. Two Rooms (about 15 by 12 each) will be allotted to the successful Vendor on payment of rent basis (plus electricity, furnishing and maintenance). This tender aims to select such Vendor who is capable, experienced and is ready to take up this venture in AIIMS Rajkot. The Tender is initially for one year, extendable for another year, based on performance evaluation and discretion of AIIMS Rajkot.

The Vendor has to establish Canteen infrastructure in the allocated space. The Vendor may note that the shop areas are not designed like a Canteen and hence, AIIMS Rajkot will prefer those Vendors who have an outside base-kitchen and can get major part of the items prepared/ semi-cooked preparations outside and brought to AIIMS premises. Thereafter the canteen can be run in the mode of Pantry with electrical-cooking appliances, as far as possible. The Vendor shall display the menu and rates prominently and arrange for digital modes of payments in addition to cash modes. The vendor shall necessarily keep Gujarati popular dishes for the benefit of general public, in addition to beverages. Standards of Food delivery, cleanliness and hygiene shall be maintained at all times. Most importantly, Vendor shall necessarily have to keep staple-gujarati food at affordable rates for patients and relatives visiting from all parts of Gujarat.

### 3. General Scope of work

It is proposed to commence canteen services from the space of 2-numbers of shop premises in the shopping complex beside Dharamshala building in permanent campus of AIIMS Rajkot. Since location of AIIMS Rajkot is at remote place, the footfalls in this canteen tender are expected to be low and mostly comprised on patients, their relatives and manpower employed in OPD, including faculty and staff, as such the administration proposes to keep the desired minimum charges low to attract more number of bidders. Following are the modalities for canteen tenders:

1. The minimum rate per month on rent is proposed to be kept at Rs. 10,000 per month, excluding electricity and water charges. The bidders will be asked to submit their bid in percentage above the floor price. The bidders with highest rent will get the tender.
2. Tender duration shall be 2 years, extendable by another year on same terms and conditions depending on performance of client satisfaction.
3. The selection of eligible bidders for financial bid will be on the basis of following pre-qualification criteria :-

a) The Bidder should be a going-concern having well established restaurants/ canteens in hospitals; commercial shopping malls; airports; railway stations; private corporate/Society/ Trusts hospitals; PSUs of Central and State Government.

b) Company should be holder of ISO 22000 on Food Safety Management.

c) License under Food Safety and Standards (Licensing & Registration of Food Businesses) Regulations (FSSAI Act 2006) is mandatory for 3 years.

d) Average turnover as per books of account of atleast Rs. 1.5 Crores from the business of running and managing canteens/restaurants in the State of Gujarat, in atleast TWO Government/ semi-government/ airports authority/ Railway authority allotted canteen/restaurant in the last two FY, i.e. 2019-20 and 2020-21;

and,

Average turnover as per books of account of atleast Rs. 1 Crores from the business of running and managing canteens/restaurants in the State of Gujarat, in atleast two Government/ semi-government/airports authority/ Railway authority allotted canteen/restaurant in the FY 2021-22;

e) Registration with Tax Authorities

- f) The vendor shall have to make necessary arrangements of entire canteen infrastructure. AIIMS Rajkot shall provide only the bare place.
- g) The vendor who can establish its base kitchen outside AIIMS premises shall be preferred. The AIIMS canteen may be run on pantry mode with electric appliances, chimneys, exhaust, etc. The modifications if any made to the AIIMS premises is to be made good by the vendor before vacating such premises.
- h) AIIMS nodal officer/team/ food and hygiene committee shall have right to inspect the premises any time.
- i) Based on the details provided by the vendor, AIIMS Rajkot shall invite the vendors to make presentation about their methodology of operations of canteen. The vendor shall present its menu and proposed prices along with sample of proposed food serving containers to AIIMS Rajkot prequalification committee. The vendor shall also disclose the brand of oil, butter, milk and any other raw material which is proposed to be utilized in preparation of food in AIIMS Rajkot canteen. The Vendors shall present their proposal to ensure that they utilize standard quality food materials in food preparation in canteen. The time slot is 15 minutes per invited Vendor.
- j) Thereafter AIIMS Rajkot shall publish financial bid and invite qualified bidders to submit their price bid.

Accordingly, the steps proposed are as follows:-

- 1) Uploading of open tenders.
- 2) Prebid meeting
- 3) Technical Bid
- 4) Presentation by vendors
- 5) Identification of technically qualified vendors
- 6) Financial bid by technically qualified vendors
- 7) Allotment of bid on highest rent basis on the floor price.

## 4. Submission of Offers

The Vender shall submit their proposal in two stages:

- a. Stage 1: Technical Proposal. The technically qualified Vendors would be invited for a power-point presentation, which shall be evaluated.
- b. Stage 2: Upon publication of the commercial Bid, the Bidders would submit their Financial Proposal

## 5. Details of Annexure of the bid.

### i. Technical Bid:

The Technical Bid shall be as per format at Annexure -VI

### ii. Financial bid:

The financial bid shall be published in stage II and issued only to the technically qualified vendor.

All information called for in the enclosed forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns in such cases. If any particular query is not applicable, it should be stated as "Not Applicable". However, the bidders are cautioned that not giving complete information called for in the tender forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bidder being summarily disqualified.

## 6. Terms & Conditions.

- i) Conditional Bids shall not be accepted.
- ii) The period of contract arrangement shall be for two years, extendable for one more year or more at the discretion of AIIMS Rajkot, from the date of contract commencement as decided by the AIIMS, RAJKOT. AIIMS RAJKOT may terminate the contract at any given time if any serious lapse in performance is noticed during the course of contract.
- iii) The "rate" and "size of serving" of food items approved in the tender shall be valid for the whole of the period of the contract and no enhancement in rates will be allowed, during the contract period. The Vendor shall prominently display the rates and a photograph/ sample of food item to be served.
- iv) Tender should be for "All Inclusive Basis" in Menu. Published rates should include service charges, handling charges & other incidental charges etc.
- v) Once the tender is accepted and the contract is finalized, the contractor will be expected to keep in touch with the AIIMS RAJKOT to obtain space allocation and commence necessary modifications to establish the canteen.
- vi) The tender is liable to be disqualified in case of any one or more of the following:
  - a. Non- submission in accordance with terms and conditions of the Tender Form.

- b. During validity of the quotation period the tenderer increases his quoted prices.
- c. The tenderer qualifies the Tender with his own conditions.
- d. Receipt of incomplete form including rate schedule.
- e. Receipt after due date and time.
- f. Not accompanied by Earnest Money Deposit in the form of pay Order/Demand Draft/Bank Guarantee.
- g. Information submitted in Technical Offer is found to be incorrect or false any time either during the processing of the contract (no matter at what stage) or during the tenure of the contract.
- h. Awardee of the contract qualifies the letter of acceptance of the contract with its own conditions.
- i. The bidder is found to be in arrears or default with regard to payment of dues to any concerned local Government agencies.
- j. Multiple bids being submitted by one party or of common interest are found in two or more tenderers, the parties are liable to be disqualified.
- k. While processing the tender documents, if it comes to the knowledge of the AIIMS, RAJKOT that some of the bidders have formed a cartel resulting in delay/holding up the processing of tender, the tenderers involved in cartel are liable to be disqualified for this contract as well as for a further period of two years.
- l. The bidder is found to have negative net worth on the basis of the audited Balance Sheet/Profit & Loss a/c in any year during the last three years submitted with the tender.
- m. Made misleading or false representation of facts or deliberately suppressed the information to be provided in the forms, statements and enclosures of this document.
- n. Record of poor performance such as abandoning work, not properly completing the contract or financial failures/weaknesses.
- o. If confidential inquiry reveals facts contrary to the information provided by the bidder.
- p. If confidential inquiry reveals unsatisfactory performance in any of the selection criteria.

Note: The list given above is indicative and not exhaustive, decision of the AIIMS RAJKOT in this respect shall be binding and no representation shall be entertained in this respect.



## 7. Instruction to Bidders

- i) AIIMS Rajkot team may like to visit any similar canteen being operated by the Vendor in and around Rajkot before deciding on qualifying the Vendor. In case of non-presence of Vendor in Rajkot, vendors with similar canteens, restaurant in the state of Gujarat will be preferred. The methodology of visiting such venue shall be worked out with mutual convenience, or, a video presentation will be sought. This shall be in addition to the other enquiries feedback by AIIMS Rajkot.
- ii) Insurance: The bidder shall keep the allotted premises Insured at all points of time
- iii) At any time before the submission of bids, AIIMS, RAJKOT may amend the tender by issuing an addendum by standard electronic means and shall be displayed on the AIIMS, RAJKOT website.
- iv) If the amendment is substantial, Bidder(s) shall be given reasonable time to make amendment or to submit revised bid and the deadline for submission of bids will be extended by the AIIMS, RAJKOT.
- v) Bidders are neither allowed to join hands to participate in the tender nor allowed to submit multiple bids. In case of detection of any such instance, their bid (s) is/are liable to be rejected. Bidding through consortium is not allowed.
- vi) The Executive Director, AIIMS Rajkot has the right to award the work/cancel the award without assigning any reason. In case of differences, if any, the decision of the Executive Director AIIMS shall be final.

## 8. Price quotation during second Stage of Bid

- i) The bidder shall indicate the RENT as specified in the quotation format.
- ii) The bidders should quote their most competitive prices/rates and it should be noted that their quotations would not ordinarily be subject to further negotiations. Negotiations may however, be carried out as per rules and instructions on the subject at the discretion of the AIIMS, Rajkot.
- iii) In case of a discrepancy between the prices/rates in figures and words, the prices/rates in words will be considered correct.
- iv) The prices/rates quoted shall be firm throughout the period of the validity of the offer and subsequently during the currency of the contract and shall not be subject to any variation/revision.

v) Technically qualified bidder who quotes the highest rent shall be declared qualified in financial/commercial bid.

## 9. Security Deposit/EMD

i) The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs.1,00,000/- by way of demand drafts or Bank Guarantee. The demand drafts shall be drawn in favor of "AIIMS, RAJKOT". The demand drafts or proof of Bank Guarantee 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 submission of Bank Guarantee/ Security Deposit and for unsuccessful bidder(s) it would be returned after award of the contract. Bid(s) received without EMD will be rejected.

ii) The tenders without EMD shall be summarily rejected.

iii) Earnest money will be returned to unsuccessful bidders without interest after award of contract or letting aside the tender, as the case may be.

iv) Earnest money will be forfeited if the bidder unilaterally withdraws the offer, or unilaterally amends, impairs or rescinds the offer within the period of its validity.

v) The successful bidder shall be required to deposit Performance Bank Guarantee of Rs. 100000 lakh to the Institute; or has the option to request for conversion of EMD to PSD.

## 10. Acceptance of offer

AIIMS reserves the right to accept any bid under this tender in full or in part, or to reject any bid or all bids without assigning any reason.

## 11. Standard of performance

**Insurance:** The bidder shall keep its allotted premises Insured at all points of time.

The Bidder shall provide the services and carry out its other obligations under the agreement with due diligence, efficiency, economy, confidentiality, promptness and techniques. It shall apply appropriate advanced technology and safe and effective methods during execution of this Project and shall always act in respect of any matter relating to this agreement, as faithful advisors to the AIIMS RAJKOT. The Bidder shall always support and safeguard the legitimate interests of the AIIMS RAJKOT in any dealings with the third party. The bidder shall be liable to pay to the AIIMS RAJKOT for any financial losses

owing to commissions or omissions of the bidder.

## 12. Statutory permissions to operate the Canteen

It shall be the sole responsibility of the vendor. AIIMS will assume that the Vendor has obtained necessary permissions from relevant government authorities, including Municipal Corporation of Rajkot, and/or any other authority specified by local laws and by-laws; before commencing operations. The Vendor shall keep AIIMS administration indemnified at all times.

## 13. Evaluation of Bids

### a. Technical Evaluation-

Technical evaluation shall be carried out by the Technical Evaluation Committee as per the tender document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and condition of the tender without any material deviation.

The technical evaluation committee shall call the responsive bidders for discussion or presentation to facilitate and assess their understanding of the scope of work and its execution. However, the committee shall have sole discretion to call for discussion/presentation. The bidders who qualify the technical evaluation will be called for presentation of their credentials and the methodology for undertaking the assignment. The presentation shall be in English, Powerpoint (Maximum 10 Slides per vendor) preferred in the presence of senior management of Bidder. The Vendor shall provide a tentative Design of Canteen and the services offered alongwith price of each item. Vendors may note that AIIMS Rajkot is looking at a Canteen Vendor who can serve the general masses with locally preferred, hygienic food at affordable and economical rates. A Vendor who can provide a good mix and match of basic staple food of Gujarat with high-end cuisines and beverages shall be preferred. As such, selection of only those vendors shall be made who are considered fulfilling these criteria in the opinion of AIIMS Rajkot. The decision of AIIMS in this regard shall be final.

Marks will be allotted in the presentation. The Vendor who scores a minimum 10 Marks out of 20 in the presentation will be considered in the financial bid submission round. The Marks will be informed to the Vendor after completion of presentation. Objections, if any shall be invited from the Vendors before proceeding for financial bids. The Vendors may please note that the technical evaluation will only be a Pre-qualification criteria.

**b. Financial Evaluation-**

The financial bid of only those bidders who have been found to be technically eligible and have thereafter made necessary presentation before the specified committee of AIIMS Rajkot, and have scored above threshold, shall be considered. All bids shall be opened in presence of representatives of technically eligible bidders, who may like to be present. Non-attendance will not render the process infirm. AIIMS RAJKOT shall inform the date, place and time for opening of financial bid. However, AIIMS RAJKOT reserves the right to reject all/any of the tenders, and the decision of AIIMS RAJKOT in this regard shall be final and binding.

c. **Final Evaluation of Bids-** The Financial Bid shall be independent of marks obtained in Technical evaluation.

**CRITERIA FOR OPENING OF FINANCIAL BID:**

The financial-bid of only those bidders who have been found to be technically eligible and have scored above threshold in the presentation shall be opened . The financial bids shall be opened in the presence of representatives of technically eligible bidders, who may like to be present. The Institute shall inform the date, place and time for opening of financial bid. Absence of representatives shall not render the Bid process invalid and tender can be allotted.

All other financial bids will not be opened.

Earnest money Deposit submitted by the disqualified agency shall be released after opening of the financial Bid and successful award.

**Evaluation and Comparison of Bids:**

The Financial Bids which has quoted "Highest Monthly Rent" for the Canteen space shall be awarded the Bid. The quotation shall be without any pre-condition. The electricity and water charges are to be separately borne by the Vendor. All other establishment charges shall be borne by the Vendor. Any modification to the existing structure shall be made good by the Vendor, as and when it vacates the premises, including a fresh layer of paint upto the satisfaction of AIIMS authorities. It may also be noted by the bidder that AIIMS is not bound to accept the Highest Bid, for reasons not to be disclosed to the Bidders.

In case of Tie, the bidder who has higher turnover in the business of Canteen during the FY 2020-21 shall

be given preference.

## **14. Final Decision-Making Authority**

The Executive Director, AIIMS, RAJKOT reserves the right to accept or reject any bid and to annul the process and reject all bids at any time, without assigning any reason or incurring any liability to the bidders. No claim whatsoever will be entertained/paid by the AIIMS, RAJKOT to the Bidder(s).

## **15. Amendment of Tender /Submission of Multiple Bids**

Before the closing date and time for submission of bid, the INSTITUTION, at its discretion, may modify the tender document by issuing addendum/corrigendum.

Any addendum/corrigendum thus issued would be a part of the tender document and shall be uploaded on the AIIMS RAJKOT Website ([www.aiimsrajkot.edu.in](http://www.aiimsrajkot.edu.in)).

Tendered shall neither change nor modify the submitted bidding documents by any amendments nor submit more than one tender during the validity of the tender due date including extensions period of tender due date.

## **16. Other Terms and Conditions:**

### **i. Fraudulent and Corrupt Practices**

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this Tender Document, AIIMS, RAJKOT shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Tender Process. In such an event, AIIMS RAJKOT shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the AIIMS, RAJKOT for, inter alia, time, cost and effort of the AIIMS, RAJKOT, in regard to the tender document, including consideration and evaluation of such Bidder’s Proposal.

For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

– “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for

avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of AIIMS, RAJKOT who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of AIIMS, RAJKOT, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of AIIMS, RAJKOT in relation to any matter concerning the Project;

\_ “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

\_ “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person s participation or action in the Selection Process;

\_ “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by AIIMS, RAJKOT with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

\_ “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## ii. Force Majeure

The term “Force Majeure” as employed herein shall mean Act of God, floods, tempest, war, riot, fire-and Acts, Rules and Regulations of respective Government of the two parties namely AIIMS, RAJKOT and the service provider, directly affecting the performance of the Contract.

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this Agreement, the relative obligation of the party affected by such Force Majeure shall, upon notification to the other party be suspended from performing the obligation for the period during which the cause lasts. Time for performance of the relative obligation suspended by Force Majeure, shall then stand extended by the period for which such clause lasted.

If deliverables are suspended by force majeure conditions lasting for more than 60 days, the purchaser (INSTITUTION) shall have the option of cancelling the contract in whole or part, without financial consequences to or entitlement in either party resultant upon such cancellation, which will operate as a discharge of all future obligations under the contract, but without any rights or obligations arising out of any antecedent breach.

### **iii. Arbitration and Settlement of Disputes**

If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with the construction, meaning, operation, effect, interpretation or breach of the contract which parties are unable to settle mutually, the same may first be referred to conciliation through a committee as agreed to by both parties.

If the parties are not able to resolve the dispute through the committee or do not opt for conciliation through the committee, the aggrieved party may invoke the arbitration clause as provided in the contract.

In the event of any question, dispute or difference whatsoever arising between the parties out of or in relation to the construction, interpretation, application, meaning, scope, operation, performance or effect of this tender contract or the validity or breach thereof, the matter shall be referred to the sole arbitrator agreed to by the parties. The award of the arbitrator shall be final and binding on the parties.

The arbitrator may, from time to time, with the consent of the parties, change the time for making and publishing the award. The Arbitration and Conciliation Act, 1996 and the rules made there under, as amended from time to time shall be deemed to applicable to the arbitration proceeding under this clause.

The proceedings of the arbitration shall be carried out in RAJKOT which shall be subject to the jurisdiction of courts in RAJKOT.

### **iv. Tax Clause as per Goods and Services Tax (GST) & Duties**

a. Bidder should indicate GSTIN Number. (Copy of GST registration to be enclosed) and Permanent Account Number (copy of PAN to be enclosed)

- b. Tender will be considered /accepted, if & only if the bidder has a valid GST Registration No.
- c. Central Tax/State Tax/Integrated Tax Union Territory tax whichever applicable to be quoted in percentage (%).
- d. Bidder to ensure correct applicability of Central Tax/State Tax/Integrated Tax/Union Territory tax based on the Inter/Intra State movement regarding of Supply of Goods and services or both.
- e. The tax invoice for supply of Goods and Services should be raised as per the provision of GST Act & Rules.
- f. In the event of an increase in taxes/duties after the closing date of submission of bid, the extra liability on account of the increase in taxes/duties shall be borne by the AIIMS, RAJKOT.
- g. In the event of abolition/reduction of taxes/duties after the closing date of submission of bid, the savings accruing to the bidder shall be passed on to the AIIMS, RAJKOT.

**v. Terms of Rent Payment**

Monthly, by the 5<sup>th</sup> of every month in advance, plus, GST, as applicable

**vi. Law of Land**

The tenderer shall abide by and comply with all the local as well as national laws in connection with the conduct of online examination/selection process under the contract. The AIIMS, RAJKOT shall not be responsible for breach of law, if any, by the tenderer.

**vii. Applicable Law and Statutory Obligations regarding the workforce employed:**

The workers employed by the Service Provider to perform the contract, shall be the employees of the Service Provider and the Service Provider alone shall be liable to pay the wages/salaries and all other payments as may be due to the workers and AIIMS, RAJKOT shall in no way be liable for the same. The Service Provider shall also comply with all the provisions under the laws of the land pertaining to its workers and their employment for the purpose of performing the contract and the Service Provider shall also indemnify the AIIMS, RAJKOT for any claims whatsoever made by such workers against the AIIMS, RAJKOT in that behalf.

The AIIMS, RAJKOT shall not be responsible for death, disablement, injury, or accident to the Service Provider's employees, which may arise out of and in the course of their duties with the Service Provider. The AIIMS, RAJKOT shall not be liable to pay any damages or compensation to the Service Provider's employees. The same are to be paid by the Service Provider as per the provisions of law.



The Service Provider shall comply with all the Central, State and Municipal Laws & Rules and shall be solely responsible for the implementation of the provisions of the various Labour Laws and Rules there under and other statutory regulations, rules that are in force.

**viii. Consortium**

No consortium will be entertained by the AIIMS, RAJKOT. The bidder shall bear the full responsibility of the contract. Any consortium formed by the bidder at his end which was formed either to gain entry into the agreement with the AIIMS, RAJKOT or during the project for the execution of the agreement will be at the sole risk and responsibility of the bidder and would lead to rejection of tender or the termination of contract with penalty.

**ix. Penalty Clause / Liquidated Damage**

If any of the stages specified which forms part of the contract is either not completed or not completed satisfactorily as per the approved terms and conditions of MoU, due to reasons solely and entirely attributable to the bidder and not in any way attributable to the AIIMS, RAJKOT, a penalty of Rs. 500 per instance, or higher, which may go up to a maximum of 10% of the PSD, per instance, may be imposed on the bidder and accordingly the bidder shall be immediately required to top-up the PSD for continuation of contract. In case of continued failure to abide by hygiene, quality of food and other terms of contract, the entire PSD is liable to be forfeited. The Vendor is likely to be blacklisted and contract is likely to be terminated in such situations.

**x. Prices**

1. The prices quoted for the items/services shall under no circumstance vary during the period of contract. The Vendor shall necessarily keep the items promised during the technical bid presentation.
2. However, if for the reasons of non-popularity of any item and consequent discontinuation, prior intimation has to be given to AIIMS Rajkot.
3. For addition of items, prior approval with rates has to be taken from AIIMS Rajkot.
4. Any revision in prices will have the prior approval of AIIMS Rajkot. The Vendor shall necessarily provide justification for the same.

**xi. Subcontracts**

The service provider shall not partly or fully subcontract the awarded contract without the prior written consent of the AIIMS, RAJKOT.

**xii. Termination for Default**

Either Party may, without prejudice to any other course of action for breach of contract, by written notice of 60 days to the other party, terminate the agreement in whole or in part, on account of any of the following:

- a) The defaulting party fails to perform any or all of the obligations within the time period(s) specified in the contract or any extension thereof granted, by the other party.
- b) The quality of the delivery of various tasks by the service provider is not up to the satisfaction of the AIIMS, RAJKOT, or
- c) The defaulting party fails to perform any other obligation under the contract.
- d) In the event of the AIIMS, RAJKOT terminating the contract in whole or in part, the AIIMS, RAJKOT may procure, upon such terms and in such a manner as it deems appropriate, items or services similar to those undelivered, and the service provider shall be liable to the AIIMS, RAJKOT for any excess costs for such similar items or services. However, the service provider shall continue with the performance of the contract to the extent not terminated. The service provider shall stop the performance of the contract from the effective date of termination and hand over all the software, documents, data and equipment(s) due as per the terms and conditions of the contract to the AIIMS, RAJKOT for which payment has already been made. The service provider may withdraw items, for which payment has not been made. No consequential damages shall be payable to the service provider in the event of termination of the contract by the AIIMS, RAJKOT. In case of termination of contract, all Bank Drafts/ FDRs furnished by the service provider in its capacity as bidder in the tender process by way of Bid Security / Performance Security shall stand forfeited. In case of suspension/termination, the service provider shall be liable to pay compensation for any direct loss or additional liability, incurred due to the completion of work by another agency.

**xiii. Termination for Insolvency**

AIIMS, RAJKOT may at any time terminate the contract by giving notice to the service provider, if the service provider becomes bankrupt or otherwise insolvent. In this event, the termination of the contract

will be without any compensation to the service provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the AIIMS, RAJKOT.

**xiv. Confidentiality**

The service provider and its personnel shall not, either during implementation or after completion of the project, disclose any proprietary or confidential information relating to the services, agreement or the AIIMS, RAJKOT business or operations without the prior written consent of the AIIMS, RAJKOT.

**xv. Local Conditions**

The bidders shall inspect the cities/sites of its operation and shall satisfy itself of the cities/site conditions and the availability of required resources it shall apprise itself of the procedure for engagement of agencies and shall collect any other information that may be required before submitting the bid. Any claim and/or objection on the ground of ignorance about local conditions will not be considered after the submission of bid.

**xvi. Responsibilities of the Bidder**

The service provider shall be responsible for the successful establishment and operations of Canteen.

**xvii. Interpretation**

In these Terms & Conditions:

- e) References to laws shall mean the applicable laws of India and references in the singular shall include references in the plural and vice versa.
- f) References to a particular article, paragraph, sub-paragraph or schedule shall, except where the context otherwise requires, be a reference to that article, paragraph, sub-paragraph or schedule in or to this tender.
- g) The headings are inserted for convenience only.
- h) Whenever provision is made for the giving of notice, approval or consent by any Party, unless otherwise specified such notice, approval or consent shall be in writing and the words 'notify', 'approve', and 'consent' shall be construed accordingly.

In case of any inconsistency between this tender and the Bid submitted to the AIIMS, RAJKOT, the terms of this Tender shall prevail.

## 17. Tentative Schedule of Activities

The Canteen is to be started alongwith the commencement of OPD which is planned in December 2021. Bidders having the capacity to commence the canteen are invited for Bidding.

### ANNEXURE – I TECHNICAL BID

Documents/Details to be submitted:

<b>S.No.</b>	<b>Particulars</b>	<b>To be filled by the Tenderer</b>
1.	Name and address of bidder:	(specify attached document/s page number/s)
2.	Telephone No./Fax No./Email address:	
3.	Legal Status (Attach copies of original document defining the legal status).  a) Public Ltd./Govt. /PSU: b) Pvt. Ltd: c) Private Society/Trust: d) Partnership: e) Sole Proprietorship/Single Person Co.:	
4.	Particulars of Registration with various Government bodies & Statutory Tax Authorities (attach attested photocopy) 1. Registration Number: 2. Organization/Place of registration: 3. Date of validity:	
5.	Names and titles of Director/ Executive Director/ & Officers with Designation to be concerned with this work with designation of individuals authorized to act for the organization.	
6.	Were you or your company/ organisation ever required to suspend the work for a period of more than six months continuously after you commenced the works? If so, give the name of the project and reason for not completing the work.	

<b>S.No.</b>	<b>Particulars</b>	<b>To be filled by the Tenderer</b>
7.	Have you or your constituent partner(s) ever left the work awarded to you incomplete? If so, give name of the project and reason for not completing the work.	
8.	Annexure II (A): Undertaking regarding Blacklisting Status of Bidder	Annexure 'II' (A)
9.	Financial information of the bidder	Annexure 'III'
10.	Details of similar work	Annexure 'IV'
11.	Details of work under execution or under award	Annexure 'V'
12.	Technical (Prequalification) Bid	Annexure 'VI'
13.	Details of Nodal Person who will oversee the operations and shall be one person contact for AIIMS	
16.	Infrastructural availability for the work: Tentative Design and Infrastructure to be presented during presentation	
17.	Earnest Money Deposit	
18.	ISO 22000 certification	
19.	FSSAI Certification with license from Rajkot Municipal Corporation	
21.	Affidavit	Annexure 'VII'

Date :

(Signature of the Bidder with Seal)

**ANNEXURE – II (A)**

**Affidavit regarding De-Barred/Blacklisting Status of the bidder during FY 2018-19; 2019-20; 2020-21 till date**

**(On Letter Head of Organization)**

I/We, M/s .....(Sole Applicant/Lead Member /Member / affiliate), (the names and addresses of the registered office) hereby certify and confirm that in the last three years we or any of our promoter(s)/Director/ Executive Director(s) are **during 2018-19; FY 2019-20; FY 2020-21 till date** neither de-barred/blacklisted by Central Government/State Government/PSU/Supreme Court/High Court of any State/District Court of any State from participating in Project/s, either individually or as member of Consortium nor any proceeding thereof are under process against us or any of our promoter(s)/Director/ Executive Director(s) as on the ..... (Date of Signing of Application).

We further certify and confirm that there is no pending litigation against any Central Government/State Government/PSU in last three years.

We further confirm that we are aware that, our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the agreement period and the amount paid (including bank guarantee) shall stand forfeited without any further intimation.

Dated this ..... Day of .....2020

Name of the Applicant:

..... Signature of the Authorized Person

----- Name of the Authorized Person

.....

**ANNEXURE – III**

**FINANCIAL INFORMATION OF THE BIDDER**

I. Financial Analysis : Details to be furnished duly supported by figures in Balance Sheet/ Profit & Loss Account for the last 3 (three) years and certified by the Chartered Accountant, as submitted by the bidder to the Income-Tax Department (copies to be attached).

<b>FINANCIAL YEARS</b>				
<b>S. No</b>	<b>Details</b>	<b>(1) 2019-20</b>	<b>(2) 2020-21</b>	<b>(3) 2021-22 (till date)</b>
i)	Gross annual turnover from similar works			
ii)	Profit/Loss			
iii)	Financial Position : a) Cash Current Assets b) Current Liabilities c) Working Capital (a-b) d) Current Ratio : Current Assets/Current Liabilities (b/a)			

II. A note on financial arrangements for carrying out the proposed work.

Note: Attach additional sheets, if necessary.

(Signature of the Bidder with Seal)

**ANNEXURE – IV**

**DETAILS OF SIMILAR WORKS EXECUTED in last Three financial years (18-19; 19-20; 20-21)**

(Signature of the Bidder with Seal)

**ANNEXURE – V**

**WORKS/PROJECT UNDER EXECUTION OR AWARDED**

(Signature of the Bidder with Seal)



## Annexure VI

### ANNEXURE – VI Technical Bid (Prequalification)

Sr No.	Prequalification Criteria	Details of Bidder -	Yes/ No
1	<p>The Bidder should be a going-concern having well established restaurants/ canteens in hospitals; commercial shopping malls; airports; railway stations; private corporate/Society/ Trusts hospitals; PSUs of Central and State Government.</p> <p><b>It shall be clearly shown by the Bidder that it fulfills the criteria by making relevant chart of experience/ turnover.</b></p>	Details to be provided by the Bidder with necessary Proof	
2	Company should be holder of ISO 22000 on Food Safety Management.	Details to be provided by the Bidder with necessary Proof	
3	License under Food Safety and Standards (Licensing & Registration of Food Businesses) Regulations (FSSAI Act 2006) is mandatory for 3 years.	Details to be provided by the Bidder with necessary Proof	
4	<p>Average turnover as per books of account of atleast Rs. 1.5 Crores from the business of running and managing canteens/restaurants in the State of Gujarat, in atleast TWO Government/ semi-government/ airports authority/ Railway authority allotted canteen/restaurant in the last two FY, i.e. 2019-20 and 2020-21; and,</p> <p>Average turnover as per books of account of atleast Rs. 1 Crores from the business of running and managing canteens/restaurants in the State of Gujarat, in atleast two Government/ semi-government/airports authority/ Railway authority allotted canteen/restaurant in the FY 2021-22;</p> <p><b>It shall be clearly shown by the Bidder that it fulfills the criteria by making relevant chart of experience/ turnover.</b></p>		

Sr No.	Prequalification Criteria	Details of Bidder -	Yes/No
6	Registration with Tax Authorities (IT and GST)		

Date:

(Signature of the Bidder with Seal)

## Annexure VII Affidavit

**(ON NON-JUDICIAL STAMP PAPER OF RS.10/)**

### AFFIDAVIT

1. I/we ..... Partner(s)/Legal Attorney/Proprietor(s)/Accredited Representative(s) of M/s.....solemnly declare that:
2. I/we am/are submitting tender for providing Canteen Services at AIIMS Rajkot against Tender Notice Number \_\_\_\_\_ dated \_\_\_\_\_
3. I/we or our partners do not have any relative working in AIIMS, Rajkot.
4. All information furnished by me/us in respect of fulfillment of eligibility criteria and information given in this tender is complete, correct and true. All documents/credentials submitted along with this tender are genuine, authentic, true and valid.
5. My/our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and shall remain binding upon us and maybe accepted at any time before the expiry of the period.
6. If my/our bid is accepted, we commit to submit a Performance Security Deposit in accordance with the Bidding Documents.
7. The Price-Bid submitted by me/us is "WITHOUT ANY CONDITION".
8. If any information or document submitted is found to be false/incorrect, department may cancel my/our Tender and can take any action as deemed fit including termination of the contract, forfeiture of all dues and blacklisting of my/our firm and all partners of the firm etc.
9. I/we also declare that the Government of India or any other Government body has not issued any show-cause notice or declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
10. The workers provided by me/us would not have any employer-employee relation with AIIMS Rajkot and thereby not claim any regularization of their services or enhancement in their wages from AIIMS Rajkot. However, I shall necessarily provide them Minimum Wages as per the recent Government orders and notifications.
11. We will deploy only well-trained and police verified workers on the site.
12. We have sufficient well-trained manpower for the subject work.
13. We will use high quality material only with quality up to the satisfaction of the Ministry.
14. I/we also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that AIIMS Rajkot is not bound to accept highest ranked bid / lowest bid or any other bid that MEA may receive.

(Signature of bidder with Seal)

Seal of Notary

Date:

- All prices/rates should be clearly written both in figures and words. Failure to do so will make the bid liable for rejection. Bidder should ensure that there are no alteration/corrections in the prices / rates submitted by them.
- In case of a discrepancy between the price/rates in figures and words, the price/rates quoted in words will be considered as correct.
- Decision of competent authority, Executive Director AIIMS, in this regard shall be final.

• **Bank Details for submission of EMD:**

AIIMS Rajkot, Bank of Baroda

Account Number 18720200001917 Mia Basni, Jodhpur BARBOINDJOD (5<sup>th</sup> letter is zero)

Sd/-

Date: 16.11.2021

**Deputy Director (Admin.)**

For and on behalf of Executive Director, AIIMS Rajkot

**AIIMS Rajkot Temporary Campus, Opposite PMSSY block, PDU Medical College, Civil Hospital, Rajkot, Gujarat 360001; Permanent Campus: Village Khandheri, Tehsil- Paddhari, District Rajkot 360110**  
[dda.aiimsrajkot@gmail.com](mailto:dda.aiimsrajkot@gmail.com)