



आरोग्यम् परमं सुखम्

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, DEOGHAR

**Tender document for 'Milk and Milk Products Booth at
AIIMS Deoghar Campus'**

LAST DATE OF SUBMISSION– 30/06/2022

DATE OF TENDER OPENING– 01/07/2022

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CRITICAL DATE SHEET

NIT No.& Date	AIIMS/DEO/MILK KIOSK/2022-23/01
Published Date	14/06/2022
Bid Document Download/Sale Start Date	14/06/2022
Clarification Start Date	14/06/2022
Clarification End Date	30/06/2022
Pre bid meeting	25/06/2022
Bid Submission Start Date	14/06/2022
Bid Submission End Date	30/06/2022
Bid Opening Date	01/07/2022

Check list for Tender submission		
Name of the Tender– “Opening of Kiosk/ Shop for Milk & Milk Products, at AIIMS Devipur, Deoghar Campus”		
Name of the Tenderer		
Name of Site- AIIMS Devipur, Deoghar Campus		
	Name of document	Whether Yes/No
(a)	All pages of the Tender document have been signed by the bidder	
(b)	Annexure I, Form A and B submitted	
(c)	Demand Draft for Tender Fee of Rs. 1500/-	
(d)	Price Bid should be filled in BOQ Section of Tender Document in CPP Portal	
(e)	Except Bid Document all DD should be submitted physically and photo copy to be uploaded on CPP portal.	
(f)	Copy of PAN card and other documents as required in Tender Document	
(g)	GST certificate in relevant field submitted	
(h)	Any other (please mention)	

(Signature of tenderer plus stamp in case of Firm/Organization)

Name & Address with Email of the tenderer

Signature of the Tenderer with date

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, DEOGHAR

INSTRUCTION OF BIDDERS

1. Online bids are invited on single stage two bid systems for Opening of Kiosk/ Shop for Milk & Milk Products, at AIIMS Devipur, Deoghar Campus. Tender document may be downloaded from AIIMS, Deoghar website www.aiimsdeoghar.edu.in/https://eprocure.gov.in (for reference only) and <https://eprocure.gov.in/eprocure/app>. As per the schedule as given in critical date sheet.
2. Bid shall be submitted online at website: <https://eprocure.gov.in/eprocure/app>. Bid documents may be scanned with 100 dpi, which helps in reducing size of the scanned document.
3. Bidders who have downloaded the tender from the AIIMS, Deoghar website www.aiimsdeoghar.edu.in and Government website <https://eprocure.gov.in/eprocure/app> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender shall be completely rejected and EMD would be forfeited and bidder is liable to be banned from doing business with AIIMS Deoghar.

GENERAL TERMS AND CONDITIONS:-

- I. Manual bid shall not be accepted in any circumstance.
- II. The complete bidding process will be on line, Bidder should be in possession of valid Digital Signature Certificate (DSC) for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above.
- III. Bidders are advised to follow the instructions provided in the 'Instructions to the bidders for the e-submission of the bids online through the Government website at <https://eprocure.gov.in/eprocure/app>. Quotations/Bid would be valid for 180 days from the tender due date i.e. tender opening date.
- IV. The Bidder should have at least 3 years experience of running of Kiosk/ Shop for Milk & Milk products to Central Ministries / Central Govt. Departments including Central PSU/ Central Autonomous Organizations /AIIMS/IIT/IIM/Govt. Medical College.
- V. The average annual turnover of the bidder in the last three financial years ending 31/3/2021 (2018-19, 2019-20 & 2020-21) should be not less than ₹.20 Lakhs. The bidder should submit a certificate issued by Chartered Accountant verifying the annual turnover.
- VI. In support of above qualification criteria relevant document has to be attached with the tender document by the bidder.

EARNEST MONEY DEPOSITED

4. Rs. 25,000 in the form of Demand draft of a Nationalized Bank in the name of AIIMS Deoghar Payable at Patna to be deposited physically and photo copy to be uploaded on CPP portal along with Tender Document.

Signature of the Tenderer with date

PRE-QUALIFICATION DOCUMENTS

5. The following pre-qualification documents are to be submitted along with the tender form in a separate envelope from the envelope containing the commercial bid. However, the tenders received without any of the following documents, may render the tender invalid and the commercial bid would not be opened:-

- (a) The applicant must be resident of India and any one of the following document (self-attested) mentioned will be submitted as a proof of residence namely:-
- (a) Passport
 - (b) Driving Licence
 - (c) Voter Identity Card
 - (d) Aadhaar Card
 - (e) Water/Electricity Bill (Latest)
 - (f) Telephone Bill Latest (BSNL /West)
- (g) Self-Attested photocopy of the Ownership Document, in case of firm Partnership Deed and Registration Certificate under Companies Act along with memorandum of association etc. as the case may be.
- (h) In case of firm/company, an Attested photocopy of authority to negotiate and sign tender and license deed on behalf of the firm/company.
- (i) Self-attested Passport size photograph should be pasted on the tender No.01.
- (j) Affidavit to the effect that the firm/individual is not blacklisted by any Govt. Organization and that no criminal case or any economic offence is pending under any Court of Law/Registered with Police (Annexure-I).
- (k) An affidavit to the effect that the applicant/firm either himself/herself does not already have a concurrent license from AIIMS Deoghar for running the shop/commercial site, (Annexure II).
- (l) PAN Number and photo copy of PAN Card duly attested.
- (m) Vendor should submit GST registration certificate in relevant field.

6. If more than one tender is received from one/ single firm or its partners or director of the company the tender with the highest bid from the said firm will be entertained.

IMPORTANT NOTE:

- (i) Price bid once submitted with tender cannot be revised (unless or otherwise negotiated after opening of tender/bid).
- (ii) The person who backs out after bidding will be debarred for next two years from dealing with the AIIMS Deoghar. His/her earnest money shall also be forfeited.

Signature of the Tenderer with date

OTHER CONDITIONS REGARDING ALLOTMENT OF SITE

7. One person/firm may be allowed to have one shop/commercial site at a time.
8. The licence will be allotted for two years which is awardable in order of highest bid and shall be governed by the provisions of the Public Premises (Eviction/Regulations) Act and rules framed there under from time to time for the purpose of any action in case of default. In case the first highest bidder backs out and fails to take possession of the premise she/she will be debarred for two years and the earnest money shall be forfeited and the next two tenderer (s) in order of licence fee rates/bids may be considered for/ offer the license as per direction of the Authority. If, the next two tenderer(s) also back(s) out and fail(s) to take possession of the premises, their earnest money shall also be forfeited, debarred for next two years, the tender may be cancelled and the fresh tender will be floated.
9. In case, at the time of opening of price bids, if two bids are found equal, the bidders who have quoted the same bid shall be called for negotiation and the highest bidder be allotted the shop. In case, both the bidders opt to skip the negotiation, the decision will be made by draw of lots. Further, it has also been decided that incase the bidders selected doesn't come forward to take possession of the said shop, his/her EMD will be forfeited and offer of allotment would be made to the second bidder. In case of denial by the second bidder also, his/her EMD would also be forfeited and re tendering of the site shall be done.
10. The Executive Director, AIIMS Deoghar reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever and without any prior notice to the tenderers whatsoever.
11. License fee should be mentioned both in figures as well as in words, wherever required.

DOCUMENTS/PAY MENTS TO BE SUBMITTED BY SUCCESS FUL TENDERER(S)

12. Documents/payments are to be submitted/ deposited by the successful bidder within 15 days from the issue of licence memo or before taking over the possession of the premise whichever is earlier. The possession of the premises will be given after the submission of the following documents:

- (a) Licence Deed on Non-Judicial Stamp Papers Worth minimum of Rs.100/-.
- (b) One-Month Advance Licence Fee plus Goods Services Tax @18%
- (c) Security deposit equal to the amount/sum of Six months Licence Fee plus Goods Services Tax and Rs.50,000/-as additional Security against Electricity supply.

Signature of the Tenderer with date

- (d) The licensee should deposit the Police verification Report receipt within 15 days of taking over the possession of the shop and must deposit the Police Verification Report within 03 months from the issue of the allotment letter of the premises.

Note: If the licensee does not submit the aforesaid documents/payments within the stipulated period a fine @ Rs.500/- per day will be charged for each day of delay beyond the stipulated period, till the actual deposit of the same. In this case allotment is also liable to be cancelled; EMD forfeited and offer may be made to the 2nd or 3rd highest bidder as per the decision of AIIMS Deoghar.

- (e) In addition to above, the successful bidder shall submit a Bank Guarantee or Fixed Deposit (FDR) pledged in favour of the, AIIMS Deoghar, issued by any local nationalized bank, equal to 6 months plus Rs 50000/- (Additional security against Electricity supply) licence fee as security which shall remain valid upto 30 months, within a month of taking over possession. Failure to submit the Bank Guarantee / pledged FDR in time shall attract a fine of Rs.2500/- per day and if delay is more than 15 days, the offer of licence is liable to be terminated.

13. The tenderer will no claim any kind of proprietorship or any type of ownership on the allotted space for conducting the above job of the subject matter in the Tender Document. AIIMS Deoghar may issue vacation notice in case of any default in service or violation of Tender's Terms and Conditions. The vacation of the space can be done as per the discretion of AIIMS Deoghar after serving 30 days of notice period.

S. No.	Parameter	Required Description	Supporting Document
1	Experience	The Bidder should have at least 3 years experience of running of Kiosk / Shop for Milk & Milk Products, to Central Ministries / Central Govt. Departments including Central PSU/Central Autonomous Organizations/AIIMS/IIT/IIM/Govt. Medical College.	Copies of work orders and successful completion certificates for the 3 years of experience to be attached on letter head of the organization. Authorization certificate of the manufacturer/Brand should be provided by bidder.
2	Average Annual Turnover	The average annual turnover of the bidder in the last three financial years ending 31/3/2021 (2018-19, 2019-20 & 2020-21) should be not less than ₹.20 Lakhs.	Turn over certificates from authorized chartered accountant to be attached.
3	Legal Entity	a. The Bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted and registered who possess the required licenses, registrations. b. The bidder shall be registered with the Income Tax, Service Tax (GST) and also registered under the labor laws, Employees Provident Fund Organization, Employees State Insurance Corporation. Relevant proof in support shall be submitted. c. PAN Card and Registration of firm with concerned Authority as valid legal entities.	Relevant certificates/Documents from concerned authority should be attached.

Signature of the Tenderer with date

4	Self declaration	a) The service provider should not be black listed or debarred/prohibited from participating in tender process by any organization. b) Declaration regarding signing of bid document if signed by the representative of the bidder. c) Declaration regarding non working any near relatives in AIIMS Deoghar.	Relevant Certificates/Documents from concerned authority should be attached.
5	I.T Returns	I.T Return for the year 2018-19, 2019-20, 2020-21.	Copy of returns to be attached.

PERIOD OF LICENCE

14. The licence shall initially be for a period of **two years** (subject to satisfactory services) with **10% increase every year in the license fee from first year and onwards**. The license is further extendable for another one year by the Executive Director, AIIMS Deoghar subject to the satisfactory service of the licensee and may be extended entirely on the discretion of the Executive Director, AIIMS Deoghar, for terms and increase in monthly license fee for each term as deemed fit by the authorities. The licensee shall not be eligible for such extension as a matter of right whatsoever, and the decision of the Executive Director, AIIMS Deoghar, shall be final and binding on the licensee. In default, the provisions of P.P. Act, 1971 shall be invoked.

Signature of the Tenderer with date

FABRICATION OF THE PREMISES

15. The space to be allocated for the Kiosk/Shop shall be open space. The licensee shall be required to fabricate the structure for the Kiosk/Shop at his/her own cost and AIIMS Deoghar will have no role in the fabrication of the premises for the Kiosk/Shop. The licensee will ensure that the fabrication process does not cause any damage to any property of AIIMS, Deoghar.

LICENSE FEE

16. The approximate area to be allocated for the Kiosk/Shop is 150 square feet. The License Fee shall be calculated as follows:

- (f) 150 Square feet * H1 monthly rate.
- (g) GST@18 % shall be charged on above License Fee per month.
- (h) The area proposed above is tentative and may vary as per requirement and decision to be taken by Competent Authority of AIIMS Deoghar. The number of kiosk may also increase as per requirement and with approval of competent authority.

POSSESSION OF THE PREMISES

17. Failure to occupy the premises within 15 days of issue of acceptance/licence letter may result in forfeiture of earnest money and cancellation of license. In case the licensee, after acceptance of letter of license of the premises, fails to furnish all the required documents and/ or take possession of the said premises within 15 days from the date of issue of letter of license, he/she shall be charged license fee at the rates quoted by him from such date upto the period/date, alternative arrangements for running the said premises are made by the Institute.

18. For the purpose of trade, the licensee at his own cost make arrangement for the temporary kiosk/structure on the allotted space and shall ensure display of rates and discount to be allowed by him from the customers and other relevant terms & conditions. The Licensee shall not charge in excess of the market rates/MRP.

19. The licensee shall use the premises solely for the purpose for which it has been licensed out, and for no other purpose and he shall not part with the premises / sub-let the premises to any one directly or indirectly.

20. The licensee shall ensure provision and sale of quality products of above mentioned co-operative / Govt. Organizations/ Brands and in no case the items as above which are spurious soiled, damaged, post-dated and expire would be stocked or sold by the license. Breach of these conditions will entail immediate suspension and cancellation of the license. The products shall conform to the rules and laws of the Govt. regarding their sale. The Competent Authority of AIIMS Deoghar may decide the items and brands to be sold through above kiosk/shop.

21. The licensee must supply only fresh products. The products to be sold should be within the expiry date. If, any stage, it is found that the products sold are expired products, then fine minimum of Rs. 500 per instance shall be levied on the Licensee. Repeated violation for three instances shall lead to the cancellation of the License.

Signature of the Tenderer with date

PAYMENT OF LICENCE FEE

22. The licensee shall pay to the licensor monthly license fee in advance and without demand by 7th of each month along with Service Tax or any other tax/ Cess imposed or revised by the competent authority from time to time. The license fee for the first month shall be paid within 15 days from the issue of letter / memo. of licensing out of the said space and before taking possession. In case of failure to pay, license is liable to be withdrawn. The licensee shall pay interest @ 18% p.a. on license fee due from him, if he/she does not pay the same on due date, but will not be permitted to do so beyond one month and there after his/her licence is liable to be cancelled and the outstanding dues recovered from the security deposit and PBG till the amount is fully recovered. The balance after recovery of amount due to AIIMS Deoghar shall be refunded to the licensee.

23. The licensee will deposit license fee by crossed Bank Draft / RTGS / NEFT in favour of “**AIIMS Deoghar**”,.

PAYMENT OF ELECTRICITY / WATER CHARGES

24. In addition to the license fee, the licensee shall pay the bills of electricity/water according to the reading of electricity/water meter to be installed by him at his/her own cost and the arrears, if any will be recovered from the security. In case separate electricity/water meter is not installed, the licensee shall pay the charges of electricity/water at flat rates fixed by the Executive Director, AIIMS Deoghar from time to time. The licensee will pay the electricity/water bills raised by the Institute within 10 days from the issue of bill failing which the electricity/water supply will be disconnected without any intimation and the arrears if any will be adjusted from the amount of security deposit. Separate DG set will be installed by the contractor for power back up.

SECURITY DEPOSIT

25. For the faithful performance and observance of the terms and conditions of the license, the licensee shall deposit in advance within 15 days from the issue of letter/memo. of the offer of the license and before taking possession of the said premises, security deposit equal to amount/sum of three months license fee plus GST for each month of License Fee with the Executive Director, AIIMS Deoghar, which will be kept by the Institute and refunded only after completion of the tenure.

In addition, the licensee shall deposit Rs.50,000/- as additional Security against Electricity supply in cash/in shape of FDR which shall remain valid till 30 months in advance within 15 days from the issue of letter/memo. Of the offer of the license and before taking possession of the said premises with the Executive Director, AIIMS Deoghar which will be kept by the Institute and refunded only after getting the No Dues from the concerned Department.

26. The licensee will deposit the amount of security in shape of FDR/PBG or by crossed Bank Draft (of any scheduled bank at Deoghar), in favor of “**AIIMS Deoghar**”.

27. The security or remainder thereof, if not forfeited shall be refunded to the licensee after the expiry of the license, after the vacation of the premises by the licensee and after adjusting dues, if any.

Signature of the Tenderer with date

BANK GUARANTEE/ PLEDGED FDR

28. In addition to the above, the licensee will give within one month of taking over the possession, a Bank Guarantee or Fixed Deposit (FDR) pledged in favor of the Executive Director, AIIMS Deoghar issued by any local nationalized bank, of an amount equal to 6 (six) months license fee, as performance guarantee, as per the conditions mentioned in the paras above, which shall remain valid till 30 months. Non-submission of bank guarantee/pledged FDR within one month of taking over the possession shall attract penalty of Rs.2,500/- per day and if the delay is more than 15 days the license is liable to be terminated. The licensee will give PBG from his / her own bank account / firm account and pledged FDR from the account of third party / any other person / firm shall not be considered.

EMD of the allottee / licensee will be refunded only after submission of the bank guarantee / Pledged FDR and in case of non-submission of bank guarantee the same will be kept as security till submission of the bank guarantee / pledged FDR and may be adjusted against dues, if any. However, in case the allottee / licensee without submitting the bank guarantee/pledged FDR, terminate or submits vacation / termination notice before expiry of one month from the date of possession, his / her EMD shall be forfeited.

Signature of the Tenderer with date

29. In the event of breach or non-observance of any of terms and conditions of this licence, the Director may forfeit the Security either in full or in part and in that case the bank guarantee/pledged FDR may also be encashed, if required.

LICENCE DEED

30. The licensee shall execute necessary license deed specifying the terms and conditions as mentioned herein, on the Non-judicial stamp papers worth minimum of Rs.100/- at his/her own cost, within 15 days from the issue of license memo, along with other documents/payments, failing penalty as mentioned above shall be imposed.

MAINTENANCE OF THE PREMISES

31. Following terms shall be applicable for maintenance of the premises:
- a) The licensee shall keep the premises in a clean sanitary and tenable condition and shall pay for the cost of making good any damage there to or to adjacent premises, caused by negligence or misuse of premises by the licensee or before taking over possession whichever is earlier and shall indemnify the licensor against any loss/damage/ additions/ alterations to the premises. The licensee will get the white wash/paint done in the shop at his/her own costs from time to time as & when required.
 - b) The licensee shall not store empty packing cases or baskets or any goods or any other material on the open spaces around the premises or any other place from where such goods or material may be visible from outside. The area in front of the said premises shall not be encroached upon and used or allowed to be encroached upon or used for any purpose other than the public passage. The licensee shall not make any addition or alternation in or around the premises without the written consent of the Director.
 - c) The licensee would provide dust free, mosquito / fly free environment. The conditions, which increase the infection, shall not be allowed. The licensor reserves the right to issue directions from time to time for proper sanitation and cleanliness of the premises. These will have to be followed by the licensee.

Signature of the Tenderer with date

- d) The licensee will not sell items at higher rates than the MRP or prevailing market rates and shall give mandatory discount; failing suitable penalty will be imposed for every lapse by the Executive Director, AIIMS Deoghar.
- e) In case of failure to implement the directions regarding condition and sale of the products and maintenance of the premises, a fine to the tune of 2%, 3% and 5% of the monthly license fee be imposed upon the licensee for 1st, 2nd and 3rd violations respectively by the Executive Director, AIIMS Deoghar. The tender is also liable to be terminated by the Executive Director, AIIMS Deoghar. The decision of the Executive Director, AIIMS Deoghar, in this case shall be final and binding.
- f) The penalty fine so imposed for violation must be deposited within stipulated period failing interest @12% will be charged.
- g) The site will have to be accepted by the allottee on "As is where is basis". The repair required if any shall be the responsibility of the allottee himself/herself.
- h) The Licensee has to make special arrangements for online mode of payment (e.g., through Paytm, Google Pay, Swipe Machine etc.). The online mode of payment should be functioning round the clock and no customer shall be forced to make payment through cash, on account of non-functioning of online mode of payment.
32. The licensee shall ensure promptness of service at the counter and shall appoint necessary staff for the purpose and shall also ensure that there is no mismanagement on his/her part or his/her agents and servants. In case of failure, to implement the directions regarding service at the counter, suitable fine may be imposed by the Executive Director, AIIMS Deoghar and his/her licence is also liable to be terminated by the Executive Director, AIIMS Deoghar.
33. The licensee shall not use any electric broadcaster or any other article that may disturb the atmosphere of the Hospital.
34. The licensee shall pay during the terms of licence all the Central/local taxes and cesses for the time being imposed or assessed on the premises by the competent authority from time to time. The licensee shall pay Goods Services Tax on the licence fee as notified by the Central Government from time to time. The Goods Services Tax should be deposited along with monthly licence fee.
35. a) No obnoxious trade like Bidi, Cigarette, Pan Masala etc., shall be carried on at the premises. The licensee shall ensure strict 'NO SMOKING' inside the premises.
- b) Sale/stock of Bubble Gum/Chewing-gum and spitting is banned in the Institute premises. Hence, the licensee will not stock/sell Bubble Gum/Chewing-gum or toffees with gum ingredients at the shop/site, failing suitable penalty will be imposed.

Signature of the Tenderer with date

36. Neither this licence nor any of the rights conferred by it shall be transferred or assigned to any other person, nor shall the premises or any part thereof be sublet directly or indirectly.

37. a) The licensee shall not employ any child labour(s) in contravention of the LABOUR EMPLOYMENT ACT,1970.

b) The licensee will be fully responsible for implementation of Labour Laws/Shops & Establishment Legislation including minimum wages, ESI, P.F. & Workmen Compensation etc.

c) The licensee will make the payment of all the employees who are working with them through electronic / cashless mode and will also keep the record of the same for future reference.

38. The licensee would be required to make necessary fire safety arrangement in the shop and also install appropriate number of fire extinguishers in consultation with the Fire Officer of AIIMS Deoghar to ensure safety and security of the public, self and the Institutes property.

VACATION / TERMINATION NOTICE

39. Notwithstanding anything contained in earlier clauses, AIIMS Deoghar shall be at liberty to terminate this licence by giving 30 days clear notice ending with the expiry of that month of licence without assigning any reason whatsoever. However, the licensee may terminate this licence by giving 60 days clear notice ending with the expiry of the month of licence. In this case he/she will be debarred for participating in the tender process initiated for allotment of the same shop / site subsequent to his/her vacation notice and 50% of the one-month licence fee will be charged / deducted from the licensee and the same will be deducted from his security deposit subject to minimum of Rs.20,000/- and maximum of Rs.5 lacs (including the cost of re-tendering).

However, the Executive Director, AIIMS Deoghar reserves the right to allot the licence to the 2nd or 3rd highest bidder, in case the initial licensee opts to terminate the licence any time during the period of initial allotment of the licence.

BUSINESS TIMINGS OF THE PREMISES

40. The timings of the said premises for providing services shall be 06.00 A.M.to10.00

P.M. The licensee can operate/open the booth before or after above time also, but minimum period shall be as above. The presence of licensee or his persons shall be ensured during the said working hours; otherwise it would be a violation of the terms and conditions calling for termination of license followed by eviction. The time may be variable as per direction of competent authority.

Signature of the Tenderer with date

DISPUTE RESOLUTION

41. Any dispute arising out of this contract at any stage shall be referred to the Executive Director, AIIMS Deoghar whose decision shall be final and binding upon both the parties.

VACATION OF THE PREMISES AFTER EXPIRY/REVOCATION OF LICENCE

42. The licensee shall deliver the vacant possession of the premises to the Executive Director, AIIMS Deoghar after the expiry or revocation of the licence. In case, the licensee fails to handover the vacant possession after expiry of licence period, he/she will be liable to pay 5 times of monthly licence fee after the licence period has expired unless it is extended by the Executive Director, AIIMS Deoghar. In case of non-deposit of the fine as above, the same is liable to be deducted from the security deposit/bank guarantee/pledged FDR. In such case the licensee shall be governed by the provisions of P.P. Act, 1971.

43. The licensee shall permit access to the Executive Director, or his duly authorized agent at all reasonable times for the purpose of inspecting the premises and the trade or business carried there in.

44. The Executive Director, AIIMS Deoghar, may modify, impose or relax any clause in the terms and conditions and allotment of shop may be made in phased manner.

45. In case of breach of any of the terms and conditions of this licence, the Executive Director, AIIMS Deoghar may revoke this licence and forfeit the security / EMD and the licensee shall there upon forfeit all the rights here under, and shall remain liable for any sum then due, from him and also for any damage or loss which may be caused to the licens or by reason of such default or for making any alternative arrangement for running the said premises.

46. The shop/kiosk will be inspected by a committee duly constituted by Executive Director AIIMS Deoghar at regular interval for checking of quality of products and other items being sold from the shop.

Signature of the Tenderer with date

TENDER FORM No. 01
(ACCEPTANCE OF TERMS & CONDITIONS AND PAYMENT DETAILS PROFORMA)

1. I/We _____ (complete name) accept all the terms and conditions mentioned in this Tender Document.
2. The Price Bid for this tender document is attached separately.

	Tender form fee details (DD only)
FDR/DD number	
Amount	
Date of issue	
Valid Till	
Bank Name	
Bank Address with email	

EMD Details	
FDR/DD Number	
Amount	
Date of issue	
Valid Till	
Bank Name	
Bank Address with mail	

3. Complete Address of the Individual/Firm/ Organization participating, along with the details of Police Station applicable, Pin Code ,Mobile and Email address.

Complete Address with updated Contact Details

WITNESS1	WITNESS2
Signature	Signature
Name	Name
Address	Address
Mobile	Mobile
Email	Email

Paste latest
Passport Size
photograph of the
Tenderer, duly
self-attested

Signature of the Tenderer with name and date

(Tenderer must also sign on each page of Tender Form)

Signature of the Tenderer with date

Financial Bid

1. I/We (complete name of individual/firm/organization hereby offer the following monthly Licensee Fees for the space per square feet at AIIMS Deoghar for the proposed Kiosk/Shop.

Sl. No	Name of items	Unit	Amount in rupees	Amount in words
1.	Space for Kiosk /Shop for milk and milk product	Monthly Rent Per sq ft		

2. I/We are also aware that GST @ 18% shall be charged on above Licensee Fee per month.

3. I/We are also aware that electricity charges are to be paid separately.

4. Shop/will be allotted to the bidder who quotes the highest monthly rental.

(Signature of Tenderer plus stamp in case of firm/organization)

Name of the Tenderer

Signature of the Tenderer with date

Bidder should have at least following category of products of their own agency make (Documentary proof should be attached):-

1. Ice cream – various types
2. Yoghurt
3. Chocolate
4. Curd
5. Buttermilk
6. Flavoured Milk
7. Lassi
8. Khoya
9. Sweets
10. Milk
11. Butter
12. Paneer
13. Cheese
14. Cold coffee
15. Sugar free chocolate
16. Kulfee
17. Cream
18. Milk powder
19. Any other milk products.

Signature of the Tenderer with date

ANNEXURE-I

PROFORMA FOR AFFIDAVIT

TO BE WRITTEN ON NON-JUDICIAL STAMP PAPER OF MINIMUM OF ₹.100/-
(TO BE ATTESTED BY A MAGISTRATE FIRST CLASS OR COMMISSIONER/NOTARY
PUBLIC)

I,.....S/o.....

R/o.....Police Station.....

DistrictContractor/partner/sole proprietor (Strike out the work which

Is not applicable) of (firm or contractor).....do here by declare and solemnly affirm that:

- (i) I am/my firm/company is not blacklisted by Union or any State Govt. /Organization.
- (ii) No individual/firm/companies blacklisted by the Union or State Government or any partner or shareholder thereof, have any connection directly or indirectly with or has any subsisting interest in business of my firm.
- (iii) I am or my partner are not involved /convicted in any criminal case/economic offence and no criminal case/economic offence is pending against me or my partner in any court of Law/Registered with police.

Dated:-.....

Deponent.....

VERIFICATION

I hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and it conceals nothing.

Deponent.....

Signature of the Tenderer with date

Form – A

Declaration by the Bidder:

1. I/We have downloaded the tender from the internet site and I/We have not tampered /modified the tender documents in any manner. In case the same is found tampered/ modified, I/We understand that my/our offer shall be summarily rejected and I/We are liable to be banned from doing business with AIIMS Deoghar and/or prosecuted as per laws.
2. I/We have read and fully understood all the terms and conditions contained in Tender document regarding terms & conditions of the contract& rules and I/we agree to abide them.
3. The bidder should not have been blacklisted before at any government organization/institute etc.
4. The bidder should not have been prosecuted by any court of law defaulter for any Bank/Financial organization etc.

Place:-

Date:-

(Signature of Bidder with seal)

Name :

Seal :

Address :

FORM-B

Declaration on Non-Participation of near Relatives in the Bid

I_____S/o_____

R/o__do, hereby, declare that none of my relative(s) is/are employed in AIIMS, Deoghar, Jharkhand . In case at any stage, it is found that the information given by me is false/incorrect, AIIMS, Deoghar, shall have the absolute and full right to take any action as deemed fit without any prior intimation to me.

Signature

Name

Capacity in which signed _____

Name & address of the firm: _____

Note: In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of Limited company by all Directors of the Company.

Signature of the Tenderer with date

Integrity Pact
(On Non-Judicial Stamp Paper of ₹.100)

Between

All India Institute of Medical Sciences, hereinafter, referred to as "AIIMS Deoghar"

and

.....hereinafter referred to as "The Bidder (S)/Contractor(S)"

Preamble

The AIIMS Deoghar intends to award, under laid down organizational procedures, contract/s for

The AIIMS Deoghar values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparencies in its relations with its Bidder(S) and/ or contractor (S).

In order to achieve this goal, AIIMS Deoghar will appoint Independent External Monitor (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section – 1 Commitments of AIIMS Deoghar

- 1) AIIMS Deoghar commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a) No employee of AIIMS Deoghar, personally or through family members, will in connection with the tender for, or the execution of a contract demand, take a promise for a accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - b) AIIMS Deoghar will, during the tender process treat to all Bidder(S) with equity and reason. The AIIMS Deoghar will in particular, before and during the tender process, provide to all Bidder(S) the same information and will not provide to any Bidder(S) confidential/ additional information through which the Bidder(S) could obtain an advantage in relation to the tender process or the contract execution.
 - c) The AIIMS Deoghar will exclude from the process all known prejudiced persons.
- 2) If AIIMS Deoghar obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, AIIMS Deoghar will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section – 2 Commitments of the Bidder(S) / Contractor (S)

- a) The Bidder(S)/Contractor(S) commits himself to take all measures necessary to prevent corruption. The Bidder(S)/Contractor(S) commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- b) The Bidder(S)/Contractor(S) will not enter with other Bidder(S) into any illegal agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to *introduce* cartelization in the bidding process.
- c) The Bidder(S)/Contractor(S) will not commit any criminal offence under the relevant Anti-Corruption Laws of India, further the Bidder(S) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by AIIMS

Deoghar as part of the business relationship, regarding plans technical proposals and business details, including information contained or transmitted electronically.

Signature of the Tenderer with date

-
- d) The Bidder(S)/Contractor(S) of foreign origin shall disclose the name & address of the Agents/representatives In India, If any. Similarly the Bidder(S)/Contractor(S) of Indian Nationality shall furnish the name and address of foreign principals, If any Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(S)/Contractor(S), Further, as mentioned in the Guidelines all the payment made to the Indian agent/representative have to be in IndianRupees only.
 - e) Bidder(S)/Contractor(S) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f) The Bidder(S)/Contractor(S) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(S)/Contractor(S) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section – 3 Disqualification from tender process and exclusion from future contracts

If the Bidder(S)/Contractor(S), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, AIIMS Deoghar is entitled to disqualify the Bidder(S)/Contractor(S) from the tender process or take action as per rule & regulations.

Section – 4 Compensation for Damages

If AIIMS Deoghar has disqualified the Bidder(S) from the tender process prior to the award according to Section 3 above, the AIIMS Deoghar is entitled to demand and recover the damage equivalent to Earnest Money Deposit/Bid security.

2. If AIIMS Deoghar has terminated the contract according to Section 3, or If AIIMS Deoghar is entitled to terminate the contract according to Section 3, AIIMS Deoghar shall be entitled to demand and recover from the Bidder(S) liquidated damages of the Contract value or the amount equivalent to performance bank Guarantee.

Section – 5 Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes Incorrect statement on this subject, he can be disqualified from the tender process or action can be taken the contract, If already awarded, can be terminated.

Section – 6 Equal Treatment of all Bidder(S)/ Contractor(S)

In case of sub-contracting, the AIIMS Deoghar Contractor shall take the responsibility of the adoption of integrity pact by the Sub-contractor.

1. The AIIMS Deoghar will enter into agreements with identical conditions as this one with all Bidders and contractors.
2. The AIIMS Deoghar will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section – 7 Criminal Charges against violating Bidder (S) Contractor (S) Subcontractors (S)

If the AIIMS Deoghar obtains knowledge of conduct of a Bidder, Contractor or subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the AIIMS Deoghar has substantive suspicion in this regard, the AIIMS Deoghar will inform the same to the Chief Vigilance Officer.

Section – 8 Independent External Monitor

1. The AIIMS Deoghar appoints competent and credible Independent External Monitor for this Pact. After approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He /she reports to the Director AIIMS Deoghar.
3. The Bidder (S) Contractor (S) accepts that the Monitor has the right to access, without restriction to all Project documentation of the AIIMS Deoghar including that provided by the Contractor. The Contractor will also grant the their project documentation. The same is applicable to Sub-contractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder (S)/ Contractor (S)/ Sub-contractor (S) with confidentiality. The Monitor has also signed declarations on Non- Disclosure of Confidential Information and of 'Absence of conflict of Interest'. In case of any conflict of Interest arising at a later date, the IEM shall inform Director, AIIMS Deoghar and rescue himself/herself from that case.
5. The AIIMS Deoghar will provide to the Monitor sufficient Information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the principal and the Contractor. The Parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Director, AIIMS Deoghar and request the Management to discontinue or take corrective action, or the take other relevant action. The monitor can in the regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Director AIIMS Deoghar, within 8 to 10 weeks from the date of reference or intimation to him by the AIIMS Deoghar and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the Director AIIMS Deoghar, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Director AIIMS Deoghar has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this Information directly to the Central Vigilance Commissioner.
9. The word Monitor, would include both singular and plural.

Section – 9 Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidder's 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made / lodged during this time the same shall be binding and continue to valid despite the lapse of this pact as specified above unless it is discharged / determined by Director of AIIMS Deoghar.

Section – 10 Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the AIIMS Deoghar.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be Invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like comprehensive Warranty / Guarantee etc. shall be outside the purview of IEMs.
6. In the event of any contradictions between the integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

For and on behalf of the AIIMS Deoghar
Office Seal

For & on behalf of Bidder/Contractor
Office Seal

Place : _____

Date : _____

Witness 1 : _____

Witness 2 : _____