

E-Tender no: P-12067/1/22-23/E-TENDER/FOOD KIOSK/ET-03

Date: 25/04/2022

Dispatch No: 162/P-12067/1/22-23/E-TENDER/FOOD KIOSK/ET-03



ALL INDIA INSTITUTE OF MEDICAL SCIENCES, Kalyani, West Bengal
Website: www.aiimskalyani.edu.in

E-Tendering Portal: <https://www.tenderwizard.com/AIIMSKALYANI>

E-Tender no: **P-12067/1/22-23/E-TENDER/FOOD KIOSK/ET-03**

E-TENDER DOCUMENT

For

Opening of FOOD KIOSK AT AIIMS KALYANI.



ALL INDIA INSTITUTE OF MEDICAL SCIENCES
Kalyani, (West Bengal)–741245
Website:www.aiimskalyani.nic.in

E-Tendering Portal: <https://www.tenderwizard.com/AIIMSKALYANI>
E-TENDER DOCUMENT

Name of the E-Tender: For opening of FOOD KIOSK AT AIIMS KALYANI.

Notice Inviting E-Tender

E-Tender No: **P-12067/1/22-23/E-TENDER/FOOD KIOSK/ET-03**

The Executive Director, AIIMS Kalyani, invites E-Bids in Two Bid System (i.e. Technical/Documentary and Financial Bid) from eligible bidders to quote through E-procurement solution portal of AIIMS Kalyani (<https://www.tenderwizard.com/AIIMSKALYANI>) on mutually agreed terms and conditions and satisfactory performance for the opening of FOOD KIOSK at AIIMS KALYANI for 1 year.

The Bidder shall bear all costs associated with the preparation and submission of its bid and AIIMS, Kalyani will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

- 1) Both Technical Bid and Financial Bid are to be submitted ONLINE concurrently duly digitally signed (vide SECTION I - TENDER SCHEDULE)
- 2) A hard copy of the technical bid documents to be sent by SPEED POST to PROCUREMENT CELL, GROUND FLOOR, MEDICAL COLLEGE BLOCK, AIIMS KALYANI, NH 34 CONNECTOR, BASANTAPUR, SAGUNA, NADIA 741245.
- 3) The FINANCIAL OFFER of the prospective tenderer will be considered only if the TECHNICAL BID of the tenderer is found qualified by the 'Tender Evaluation Committee' formed by The Executive Director, AIIMS Kalyani. The decision of the 'Tender Evaluation Committee' will be final and binding to all bidder's absolute in this respect. The list of Qualified Bidders will be displayed on the website.
- 4) Bid shall remain valid for a period for 180 days from the last date of submission of Financial Bid / Sealed Bid. If the bidder withdraws the bid during the validity period of bid, the

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Declaration as deposited will be forfeited forthwith without assigning any reason thereof.

REDUCTION IN PERFORMANCE SECURITY

As per the Circular No. F.9/4/2020-PPD issued by Ministry of Finance, Dept. of Expenditure dated 12 Nov 20 regarding procurement of goods/ services, 'Performance Security' it has been reduced from 05 to 10 % (as per GFR 2017) to 03 %.

E-Tendering Portal:

<https://www.tenderwizard.com/AIIMSKALYANI>

For E-tendering Queries contact Representative of

ITI Limited (Kalyani). Email: twhelpdesk404@gmail.com or sanjeeb.m@etenderwizard.com , Mob –
08249821902, 011-49424365

Section-I
TENDER SCHEDULE

1.1 Schedule of Tender

Bid Ref.No./E-Tender No. – **P-12067/1/22-23/E-TENDER/FOOD KIOSK/ET-03**

Date of availability of E-Tender document in the AIIMS KALYANI E-Tendering Solution portal	As per e-Tendering Portal of AIIMS Kalyani www.tenderwizard.com/AIIMSKALYANI , www.aiimskalyani.nic.in and CPP Portal www.eprocure.gov.in for downloading/participating
Last Date of downloading/participating in the	As per e-Tendering Portal of AIIMS KALYANI https://www.tenderwizard.com/AIIMSKALYANI
Date, Time & Place of submission of indicated desired Hard Copies in the Sealed Envelope	No offline submission. Only Online Submission Allowed. A hard copy of the technical bid documents to be sent by SPEED POST to PROCUREMENT CELL, GROUND FLOOR, MEDICAL COLLEGE BLOCK, AIIMS KALYANI, NH 34 CONNECTOR, BASANTAPUR, SAGUNA, NADIA 741245.
Date, Time & Place of Opening of Technical Bid	The Technical Bid will open online as per the schedule given in the https://www.tenderwizard.com/AIIMSKALYANI In case the Scheduled date is declared Holiday the
Tender Document Cost payable to AIIMS Kalyani	NIL. To be downloaded from website hence no cost applicable.
E-Tendering Solution processing fee for providing online participation support & necessary DSC Certificates to Vendor for participate in Online E-Tender process	As applicable and displayed on https://www.tenderwizard.com/AIIMSKALYANI and payable to www.tenderwizard.com directly by the prospective Bidder.

Cost of Bid Document	:	Nil (can be downloaded from website)
Amount of Earnest Money Deposit (EMD)(in shape of FDR/BG)	:	EMD Rs. 50,00,000/-
Validity of Bid	:	180 (One hundred and eighty) days from the last date of bid submission.
Performance Security	:	The contractor whose tender is accepted will be required to furnish security deposit equivalent to Insurance surety bonds 3% of estimated value of tender for L1 bidders combined rental and license fees by Pay Order/ Demand Draft. No interest will be paid on Security Deposit. The FOOD KIOSKS will be run by the party minimum period of TWO year failing which security deposit will be forfeited and the party will be blacklisted.
Validity of Performance security	:	Duration of Performance Guarantee will be one year beyond the period of completion of all contractual obligations
Venue	:	All India institute of medical sciences, Kalyani, NH – 34 connector, Basantapur, Saguna, Kalyani, dist.- Nadia, pin- 741245 (west Bengal)

2.2 Important Dates

Issue/Publishing Date	:	Dt. 25 /04 /2022
Start date and time of submission of e-tender (Bid)	:	Dt. 25/ 04/2022 at 06:00 PM
Last date & Time of Submission of e-Tender (Bid)	:	Dt. 16/ 05/2021 at 05.00 PM
Date & time of online Technical Bid opening of e-Tender	:	Dt. 17/05 /2021 at 10.00 AM
Pre Bidding Meeting	:	Online (link) at 04th May, 2022 (time: 3 pm onwards) Link: https://meet.google.com/ddr-upfo-pbr
Date & time of opening of Price Bid	:	ONLINE

Section-II
INSTRUCTION TO BIDDERS

The Bidder is expected to examine all instructions section wise. The bid should be precise, complete and in the prescribed format as per the requirement of the bid document. The bid should not be conditional. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

2.1 Language of Bid: The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and Tender Inviting Authority, shall be in English language. Supporting documents and printed literature furnished by the Bidder may be written in another language if they are accompanied by an authenticated accurate translation of the relevant passages in the English Language in which case, for the purpose of interpretation of the Bid, the English translation shall prevail.

3 A prospective bidder requiring any clarification of the bidding documents shall contact the purchaser in writing at the purchaser's e-mail address i.e. e-tender@aiimskalyani.edu.in ; Tel : 0674 - 2476044. The purchaser will respond in writing (through e-mail) to any request for clarification, provided that such request is received not later than 10 (ten) days prior to the deadline for submission of bids. All the prospective bidder shall attend the Pre-Bid Conference on 04-05-2022 at 3:00PM on virtual mode through the link: <https://meet.google.com/ddr-upfo-pbr> . Changes, if any, may be incorporated in the bidding document after the Pre-Bid Conference and will be uploaded on our official website as "Corrigendum". Therefore, bidders are requested to submit their bids accordingly to revise changes after PBC, if any. No press advertisement will be made for corrigendum.

Section-III

TWO BID SYSTEM AND CONDITIONS

3.1 Technical Bid: All required documents are to be submitted/ uploaded online.

3.2 ELIGIBILITY OF BIDDERS:

1. Minimum 05 years of experience pan India (Minimum 5 States) for running food kiosk at Govt. (Central Govt./ State Govt./ Autonomous Organization/ Central PSU's) establishment.
2. Bidders should have business exposure with wide range of own company food products across India.
3. Professional Tax registration No. & Payment challan to be updated
4. Income tax return for last 3 years along with current financial year.
5. Valid Trade License
6. GST Registration No. and payment challan up to March 2022.
7. Valid Prevention & food adulteration License(FASSAI)
8. Minimum annual turnover of five crores. Audited balance sheet and profit and loss for last 5 (five) Years ending 31st March 2022.

3.3 Financial Bid: The Financial Bid to be submitted online as per prescribed format in Schedule B of Annexure I. The Financial Bid of bidders, who qualify in Technical Bid Evaluation, will be opened thereafter.

3.3.1 The Rates are to be quoted in the given format in 'Schedule B' (FINANCIAL BID).

3.3.2 The rates should be quoted in Indian Rupees in figure as well as in words only.

3.3.3 If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.

3.3.4 L-1 will be decided on the HIGHEST price quoted for 'RENTAL FEE PER MONTH PER PLAZA WITH THE CONCURRENCE OF FINANCE DIVISION OF M/o HOUSING AND URBAN AFFAIR DATED 13/05/2020'.

3.3.5 The price in the Financial Bid to be quoted FOR RENTAL FEE PER MONTH PER PLAZA WITH THE CONCURRENCE OF FINANCE DIVISION OF M/o HOUSING AND URBAN AFFAIR DATED 13/05/2020'.

3.3.6 The Tender Evaluation Committee may also verify the veracity of claims in respect of known performance of the item(s) offered, experience and reputation of the bidder in the field, the financial solvency etc.

3.3.7 An offer submitted in vague/ambiguous financial terms and the like, shall be termed as non-responsive and shall summarily be rejected.

Section- IV

General Terms and Conditions

Terms & Conditions:

The Executive Director, AIIMS Kalyani offers opening of FOOD KIOSK and 02 TEMPORARY COUNTERS (REMOVABLE) in OPD of AIIMS KALYANI, to interested parties/firms/agencies for catering within AIIMS KALYANI Campus for a period of 1 year from the date of execution of agreement.

1. Tender should be submitted online for the above spaces along with the following copies of licenses and documents etc.
 - a. Minimum 5 (five) years of experience in such nature MINIMUM 05 different states.(PAN INDIA)
 - b. Bidders should have business exposure with wide range of own company food products both within and outside the state of West Bengal.
 - c. Professional Tax registration No. & Payment challan up to March 2022
 - d. Income tax return (financial year 2021-22) and last five years.
 - e. Valid Trade License
 - f. GST Registration No. payment challan up to March 2022
 - g. Valid Prevention & food adulteration License (FSSAI)
 - h. Police license (where applicable)
 - i. Minimum annual turnover of Rs. 05 crores. Audited balance sheet and profit and loss for last 5 (five) Years ending 31st March 2022.
2. The Stall will be decorated by the successful bidder, AT AREAS identified by AIIMS Kalyani.
3. One area measuring 500-800 Sq. ft.(approx.) space must be utilized by the successful bidder at their own cost.
4. The licensee CANNOT exhibit any advertisement except displaying his own name. If the licensee exhibits any advertisement other than his own name, his license will be terminated.
5. Without the approval of The Executive Director, AIIMS Kalyani, rate/rates of any food items should not be increased by the licensee.
6. The tenderer must satisfy The Executive Director, AIIMS Kalyani about the hygienic conditions of their products and articles offered for sale as well as the reasonableness of the process of each item of food and drinks offered for sale at the stall
7. The tenderers are required to quote rate online in their tenders, the amount of the licence cum

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rental fee per month per FOOD KIOSK in English both in figure and in words legibly, which is payable to the AIIMS Kalyani.

8. Validity: The quoted rates must be valid for a period for 120 days from the date of closing of the tender. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.

In case the tenderer withdraws, modifies, or changes his offer during the validity period, bid is liable to be rejected and the Earnest Money Deposit shall be forfeited without assigning any reason thereto. The Tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of the original Tender.

9. Risk Purchase: In case the tenderer with whom the MOU has been done, fails to install and start both the FOOD KIOSKs within the schedule, the MOU may be cancelled and EMD SECURITY and/or Performance security deposits will be forfeited.

10. Fall Clause: If, at any time, during the contract period, the supplier increases the rental fees for establishing similar type of FOOD KIOSK at any other places/person/organization/Institution, he shall forthwith notify such ESCALATION to the Executive Director, All India Institute of Medical Sciences (AIIMS) Kalyani and the RENTAL price payable for BOTH THE FOOD KIOSK, after the date of coming into force of such ESCALATION of price, shall stand correspondingly INCREASED for AIIMS Kalyani.

11. Force Majeure : If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, epidemics, quarantine restriction, strikers lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by Rate Contract holder to the purchaser within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contact nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance and deliveries have been so resumed or not shall be final and conclusive.

12. AUTHORITY RESERVES THE RIGHT TO IMPLEMENT AMMEND AS WELL AS ANY KIND OF ADDITION/ALTERATION IF REQUIRED IN PRACTICE.

13. The price bid(s) of the technically qualified bidders shall be opened and (HIGHEST QUOTER) H1 bidder will be determined.

14. Bidder shall submit the scanned copy (PDF FORMAT) of Tender document (and addenda if any), with each page signed and with seal to confirm the acceptance of entire terms and conditions as mentioned in the tender enquiry document.

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15. After due evaluation of the bid(s) Institute will award the contract to the responsive tenderer who has quoted the HIGHEST RENTAL/ LICENCE fees. Minimum rent shall be calculated at Rs 800/ Sq. Meter (as per Ministry of Housing & Urban Affair OM No: 18015/1/2017- Pol. III Dt. 10.06.2020)

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

17. The Institute reserves the right to accept in part or in full or reject any or more Tender / offer without assigning any reasons or cancel the tendering process and reject all Tender at any time prior to award of contract, without accepting any liability, whatsoever.

18. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.

19. The Procurement of goods and services under this tender will be regulated as per the applicable provision of Public Procurement (Preference to Make in India), order 2017 of MoC&I (DIPP), Govt. Of India, therefore bidders who are claiming to be regulated under the said order are to submit documentary evidence in support of their claim.

20. Clarification of bidding documents.

A prospective bidder requiring any clarification of the bidding documents shall contact the purchaser in writing to e-tender@aiimskalyani.edu.in. The purchaser will respond in writing (e- mail) to any request for clarification, provided that such request is received not later than ten (10) days prior to the deadline for submission of bids.

22. Debarment from bidding.

(i) A bidder shall be debarred if he has been convicted of an offence-

(a) Under the Prevention of Corruption Act, 1988; or

(b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

(ii) A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment.

(iii) A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period two years, if it determines that the bidder has breached the code of integrity. The Institute may maintain such list which will also be displayed on their website.

(iv) The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.

23. Code of Integrity:

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

(i) Prohibition of

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

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

(c) Any collusion, bid rigging or anti-competitive behaviour that may impair the transparency, fairness, and the progress of the procurement process.

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

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

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

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

(h) Making false declaration or providing false information for participation in a tender process or to secure a contract.

(ii) Disclosure of conflict of interest.

The bidder should disclose 'previous transgressions made in respect of the provisions of sub-clause with any entity in any country during the last 5 (five) years' or 'of being debarred by any other procuring entity', if any.

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

24. The Bidder, at his own responsibility and risk is encouraged to visit and examine the place and obtain all information that may be necessary for preparing the Bid and entering a contract for the restaurant as mentioned in the Notice Inviting Tender, before submitting offer with full satisfaction, the cost of visiting the place shall be at his own expense.

25. The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Bidding shall be reimbursed by the AIIMS Kalyani authority. The tender accepting authority of AIIMS Kalyani reserves the right to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have been incurred by any Tenderer at the stage of Bidding.

26. The intending tenderers are required to quote the rate into financial bid online.

27. During scrutiny, if it comes to the notice of the tender inviting authority that the credential or any other paper found incorrect / manufactured / fabricated, that bidder would not be allowed to participate in the tender and that application will be rejected without any prejudice.

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28. The Executive Director, AIIMS Kalyani reserves the right to cancel the e-NIT. due to unavoidable circumstances and no claim in this respect will be entertained.

28. If there be any objection regarding disqualifying the Agency that should be lodged online e-tender@aiimskalyani.edu.in within 2 (two) days from the date of publication of list of qualified agencies and beyond that time schedule no objection will be entertained by the Tender Evaluation Committee. Decision of competent authority of AIIMS Kalyani will be final in this regard.

29. Before issuance of License, the AIIMS Kalyani may verify the credential and other documents of the tenderer if found necessary. After verification, if it is found that the documents submitted by the tenderer is either manufactured or false in that case License will not be issued in favour of the said Tenderer under any circumstances without any reference to the highest tenderer.

30. Escalation of Price during the period of contract on any ground and consequent cost overrun shall not be entertained under any circumstances. Rates should be quoted accordingly.

31. No price preference and other concession will be allowed.

32. FOOD KIOSK will be run by the party for the entire period of ONE year and extended by another year. If the party is desirous to stop running either or both FOOD KIOSK at any time of the afore said contract period of ONE years, the party shall have to pay Rental Fee for rest period of the contract tenure and in such case Security Deposit money will be adjusted to the Rental Fee on request of the party, failing which Security Deposit will be forfeited and the party will be blacklisted and a certificate case/legal action against the party will be initiated by the AIIMS Kalyani, towards recovery of the due License Fee plus interest thereto and the cost of legal expenses to be incurred by this end for this purpose.

33. The Executive Director, AIIMS Kalyani may terminate the contract earlier by issuing of one calendar months' notice.

34. An amount of Rs. **10,000/-** (5% of estimated of contract value) only as per GFR & its subsequent Amendment order as earnest money shall have to be deposited along with tender which will be forfeited if the successful tendered is unwilling to execute agreement on acceptance of the tender by the Executive Director, AIIMS Kalyani.

35. The successful bidder must enter into an Agreement and shall have to furnish 5% of paid security of total contractual obligation period. The licensee must pay the fee paid security will be fortified if service provider fails its contract obligation.

36. Neither license fee nor rental fee will include any other charges for running the business of restaurant. The licensee shall have to bear all such charges e.g., electricity and water etc.

37. Rs 1000/- per month for water with annual enhancement of 10% will have to be paid and for electricity payment must be done based on electric meter reading. As per actual consumption, unit as applicable to the institute. Separate private Meter for consumption of electricity in both FOOD KIOSK will have to be installed by the successful tenderer at their own cost before commencement of their business.

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38. The licence fees & rental fee will be payable at the AIIMS KALYANI, as per terms and conditions of the contract.

39. The licence, so granted by the Executive Director, AIIMS Kalyani to the firm, cannot be assigned or sublet in whole or in part to anyone else.

40. Stall should be made at the cost of the successful tenderer subject to approval of designs by the authorities of this AIIMS KALYANI at the sites mentioned here above.

41. Licence fee and rental will be in force from the day of issuance of workorder/execution of contract.

42. The agency besides paying the quoted bid price to the AIIMS KALYANI will be liable to pay such other Government dues/fees as well as be levied to such authority on his own responsibility without burdening the AIIMS KALYANI on that account.

43. Beyond the mentioned area if the licensee wants to put any kiosk/space should have to take permission from the undersigned.

44. Taxes as applicable by Govt. time to time will have to bear by the successful bidder.

45. The decision of the Executive Director, AIIMS Kalyani will be final and binding in all the cases.

46. Extension of area or creation of additional plaza outside the permitted/allotted area will not be permitted.

47. The successful bidder will be liable to the damages caused to the property of the AIIMS Kalyani, if any, during the execution/creation of the FOOD KIOSK. The full liability and responsibility will also lie over the successful bidder due to any damage to the property, animal or human due to any unforeseen incident/accident caused by the said KIOSK.

48. The successful bidder shall handover the peaceful possession of the FOOD KIOSK (land & structure and other fittings owned by AIIMS Kalyani) and remove all particles/assets of their own within seven days from the date of expiry/ termination of the contract, failing which, the AIIMS Kalyani Authority will take the possession of the FOOD KIOSK with immediate effect. Necessary expenses for this purpose incurred by the AIIMS Kalyani authority will be paid by the party on demand, failing which it will be deducted from the security Deposit money.

49. Conditions may be modified/added/deleted in the final agreement, as per instruction of competent authority.

50. All dispute in any matter will be under the jurisdiction of honourable court of Kalyani, Kolkata..

51. Successful tenderer is required to execute an agreement with the tendering authority before commencement of business as per usual procedure.

52. Arbitration: - executive director AIIMS Kalyani will have absolute discretion of appointing arbitrator and decision of arbitrator will be final for both parties in the event of only legal dispute.

All dispute in correction with the execution of contract shall be settled under the provision of arbitrator and conciliation act 1996 and the rules frames there under and in force shall be applicable to such proceeding, arbitration proceeding shall take place at Kalyani/Kolkata.

Section- V

TENDER EVALUATION

Tenders' evaluation will be done in two stages:

- a. technical bid and
- b. financial bid.

A) TECHNICAL BID:

The firm should submit the technical bid & Financial Bid through online mode only in the e-tender portal- www.tenderwizard.com/AIIMSKALYANI. Hard copy of document should also be submitted to PROCUREMENT CELL, AIIMS KALYANI.

The Committee constituted by the Competent Authority shall evaluate the Technical Bid based on Specification as per Schedule A & documents/ information furnished as per Annexure I. The items accepted in Technical Bid will only be considered for evaluation of financial bid. Price should not be quoted with Technical Bid, otherwise the tender will be rejected without any correspondence.

If necessary, at the time of technical evaluation and before opening of Price bids, the technical committee may visit any outlet of the bidder to ascertain the quality of the items, depending on instruction from competent authority.

B) FINANCIAL BID:

Financial Bid should be submitted in the format which is provided in the e-tender portal as excel format (No other format should be accepted). The price should indicate cost of rental fees should be over and above for market value of municipality rent/ govt. rate fees per month Offers with price variation clause will not be accepted.

The bid will be evaluated on the basis of highest rent offered excluding taxes and duties.

After due evaluation of the financial bids, AIIMS Kalyani will award the contract to the bidders who have quoted the HIGHEST RENTAL FEES/ LICENC FEES per month per Plaza, licence fee/rent may be determine while referring **OM of m.r. of honry and urban affair 10.06.2020. (enclosed)** subject to fulfilment of the quality and specification to the satisfaction of the procuring entity.

Applicable Law:

- The contract shall be governed by the laws and procedures established by Government Of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing.
- Any disputes are subject to exclusive jurisdiction of Competent Court and forum in Kalyani/Kolkata, West Bengal, India only.
- The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Kalyani. The decision of the Arbitrator shall be final and binding on both the parties.

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- Force Majeure: Any delay due to Force Majeure will be attributable to the supplier unless provided by record of evidence.

Turnover: The annual turnover of the firm must be Rs.5 crores per year. The firm should have in the said business at least for last 5 years and should have similar business within and outside the state of West Bengal (minimum of 5 states). The required experience certificate to this effect should be submitted by the firm.

(Annexure – I)

TENDER DOCUMENT

OPENING OF FOOD KIOSK AT AIIMS, Kalyani

SCHEDULE A: TECHNICAL BID

PART 1: TECHNICAL SPECIFICATIONS

Sl no	Description	Specifications
1.	ONE plot of area of 500-800 square feet (approximately) to be utilized by the agency to build a temporary food kiosk with furniture, at their own cost by the successful bidder at AIIMS KALYANI CAMPUS	<ol style="list-style-type: none"> 1. Various type of food packet (no plastic packet will be allowed) should be available 2. Successful bidder should bear rental (monthly) charges, electricity bill (based on meter reading), fixed charges for water on per month basis and license fees (monthly). 3. The FOOD KIOSK can sell ONLY OWN COMPANY PRODUCTS (if successful bidder is found to sell products belonging to other company, they will be debarred from service with immediate effect, with instruction from competent authority.) 4. Should have own arrangement for internal distribution of their company products within AIIMS Kalyani Campus. 5. Should have provision of WIDE RANGE of food products made by their own company such as ice-cream, frozen products, tetra packed food items, food beverages, own farm fresh fruit products etc.
2.		<ol style="list-style-type: none"> a) Minimum 5 (five) years of experience in such nature in five different states. b) Professional Tax registration No. & Payment challan up to October 2022 c) Income tax return (financial year 2020-21) d) Valid Trade License GST Registration No. payment challan up to March 2022 e) Valid Prevention & food adulteration License f) Police license (where applicable) g) Minimum annual turnover of Rs. 5 crores. Audited balance sheet and profit and loss for last 3 (three) Years ending 31st March 2022.

PART 2: DECLARATIONS AND DOCUMENTS

Sl.No.	Particulars	Submitted (Yes/No)	Page No.
1	Name & Address of the manufacture and/or authorized dealers/ distributors/Agency with phone number, email, name, and telephone/mobile		
2	Specify if your firm/company is a manufactures/ authorized dealer/distributor/ Agency		
3	Name, Address & designation of the authorized person (Sole proprietor/partner /Executive Director)		
4	Please provide a notarized affidavit on Indian Non-Judicial stamp paper of Rs.10/- that		
	(i) No police case is pending against the Proprietor/ partner of the firm. Indicate any convictions, if any.		
	(ii) The firm has never blacklisted by any organization.		
	(iii) We have not quoted the price higher than previously supplied items to any Govt. bodies/ Public bodies/ Hospitals/ Educational institutions etc. or DGS&D rate in recent past. (If you don't fulfil these criteria, your tender will be out rightly rejected).		
5	Please attach copy of last 3 years Income Tax Return		
6	Please attach copy of accounts (duly certified by Chartered Accountant) for last three (3) years.		
7	Please attach experience certificate regarding supply of similar nature of items at least once in the last three financial years to any Govt. bodies/ Public bodies/ Hospitals/ Educational institutions etc. otherwise the bid shall be rejected.		
8	PAN No. (Please attach copy)		
9	GST No. (Please attach copy)		
10	Acceptance of terms & conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of tender document with technical bid. Otherwise, your Bid shall be rejected.		
11	Details of the FDR/ BG of bid security (EMD) FDR/ BG No.: Date: DD will not be accepted. Bidders who will submit DD will be rejected.		
12	Proof of working in five different states.		

Declaration by the Tenderer:

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

Place:

Date:

(Signature of Tenderer with seal) Name:

Address:

SCHEDULE – B: FINANCIAL BID

Sl no	Description	Quantity	Unit	Rental charges over and above to the market rate and municipality rate rupees per kiosk per month (Inclusive of Taxes & GST)	Total amount
1	FOOD KIOSK	01	Nos		

1. I/we have gone through the terms & conditions as stipulated in the Tender Enquiry document and confirm to accept and abide by the same.
2. No other charges would be payable by the Institute.
3. I/we will pay fixed water charges and electricity bill charges per month (based on meter reading) to AIIMS Kalyani.
4. I/we shall supply the items of requisite quality.
5. I/we undertake that the information given in this tender are true and correct in all respect.
6. The Stall will be decorated by the agency as identified by AIIMS, Kalyani.
7. The licensee exhibit any advertisement except displaying his own name. If the licensee exhibits any advertisement other than his own name, his license will be terminated.
8. Without the approval of the Executive Director, AIIMS Kalyani, rate/rates of any food items cannot be increased by the licensee.
9. The tenderer must satisfy the Executive Director, AIIMS Kalyani about the hygienic conditions of their products and articles offered for sale as well as the reasonableness of the process of each item of food and drinks offered for sale at the stall.
10. The tenderers are required to quote (ONLINE) the rate for "amount of the rental fee per FOOD KIOSK per month (over and above rupees above to the market rate and municipality rate rupees per kiosk per month) in English both in figure and in words legibly, which is payable to the AIIMS Kalyani for FOOD KIOSK.

Place:

Date:

Signature of the Bidder with Seal

Annexure II: (To be made on Rs 100.00 Non-Judicial Stamp paper)

AGREEMENT FORMAT

This agreement is made at Kalyani on the day of

between the Executive Director, All India Institute of Medical Sciences, Kalyani, having its Office at AIIMS, Kalyani-751019 (here-in- after called 'Client' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the First Part.

Second Part

M/s , having its registered office at

(Here- in-after called the 'Tenderer' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the Second Part. WHEREAS the 'Client' is desirous to engage the 'Tenderer' for supplying A4 Paper & Registers to AIIMS, KALYANI at Kalyani on the terms and conditions stated below:

The Tenderer shall be solely responsible for any accident / medical / health related liability / compensation for the Labour deployed by it at AIIMS, Kalyani site. The 'Client' shall have no liability in this regard.

1. The Provision in the General & Special Terms & Conditions of **the tender** shall also be part of this Agreement.
2. Any violation of instruction / agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
3. In case of non-compliance with the contract, the 'Client' reserves its right to:
 - a. Cancel / revoke the contract; and /or
 - b. Impose penalty up to 10% of the Total Annual Value of contract.
4. Security Deposit equal to 2 months of combined rental fees and license fees (refundable without interest after two months of termination of contract) in the form of Bank Guarantee shall be furnished by the 'Tenderer' at the time of signing of the Agreement.
5. Without the approval of the Executive Director, AIIMS Kalyani, rate/rates of any food items cannot be increased by the licensee.
6. The 'Tenderer' also agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.
7. Decision of 'Client' regarding interpretation of the Terms and Conditions and the Agreement shall be final and binding on the 'Tenderer'.

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8. The 'Tenderer' shall ensure full compliance with tax laws of India about this Contract and shall be solely responsible for the same. The 'Tenderer' shall keep 'Client' fully indemnified against liability of tax, interest, penalty etc. of the 'Tenderer' in respect thereof, which may arise.

9. In case of any dispute between the 'Tenderer' and 'Client', 'Client' shall have the right to decide. However, all matters of jurisdiction shall be at the appropriate local forum/courts located at Kalyani. THIS AGREEMENT will take effect from day of

Two thousand twenty-two and shall be valid for 1 year extendable for 1 year

10. All other terms & conditions of the Tender document are part of this agreement.

IN WITNESS WHERE OF both the parties here to have caused their respective common seals to be hereunto affixed/ (or have hereunto set their respective hands and seals) the day and year mentioned above in Kalyani in the presence of the witness:

For and on behalf of the 'Tenderer'	For and on behalf of the AIIMS, Kalyani
Signature of the authorized Official	Signature of the authorized Official
Name of the Official	Name of the Official

Stamp / Seal of the 'Tenderer'

SIGNED, SEALED AND DELIVERED By the said	By the said
(Name)	(Name)
on behalf of the 'Tenderer' in presence of	on behalf of the 'AIIMS, KALYANI' in presence of
Witness	Witness
Name	Name
Address	Address

(Annexure III)

FORMAT FOR BANK GUARANTEE TOWARDS PERFORMANCE SECURITY

(To be executed by any scheduled bank, on a non-judicial stamp paper under bank's covering letter mentioning address of the bank)

To,

The Executive Director

All India Institute of Medical Sciences,

Basantapur, Saguna,

Kalyani 741245

In consideration of All India Institute of Medical Sciences, Kalyani [hereinafter referred to as 'AIIMS', which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] having agreed to exempt M/s [hereinafter referred to as 'supplier /contractor' which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] from depositing with AIIMS a sum of Rs. (Rupees) towards **security / performance guarantee in lieu of the said contractor having agreed to furnish a bank guarantee for the said sum of Rs.? (Rupees**

) As required under the terms and conditions of contract / work order no dated

[hereinafter referred as the 'order'] placed by AIIMS on the said supplier /contractor. We,

the bank [hereinafter referred to as 'the bank' which expression shall include its successors and assigns]

do hereby undertake to pay AIIMS an amount not exceeding Rs. (Rupees

) On the demand made by AIIMS on us due to a breach committed by the said supplier

/Contractor of the terms and conditions of the contract /order.

1. We the bank hereby undertake to pay the amount under the guarantee without any demur merely on a demand from AIIMS stating that there is a breach by the supplier / contractor of any of the terms and conditions contained in the order or by the reasons of the supplier's / contractor's failure to comply with the terms and conditions as stipulated in the order or amendment(s) thereto. The demand made on the bank shall be conclusive as to the breach of the terms and conditions of the order and as regard to the amount due and payable by the bank under this guarantee, notwithstanding any dispute or disputes raised by the said supplier / contractor regarding the validity of such breach and we agree to pay the amount so demanded by AIIMS without any demur. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees

).

2. We, the bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order and that it shall continue to be enforceable till the dues of AIIMS under or by virtue of the said order have been fully paid and its claim

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satisfied or discharged or till AIIMS certifies that the terms and conditions of the order have been fully and properly carried out by the supplier / contractor and accordingly discharge the guarantee.

3. We the bank, undertake to pay to AIIMS any money so demanded notwithstanding any dispute or disputes raised by the said supplier /contractor in any suit or proceedings pending before any court or tribunal relating thereto as our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the said supplier / contractor shall have no claim against us for making such payment.

4. We the bank further agree that AIIMS shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the order / contract or to extend time of performance by the said supplier / contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the AIIMS against the said supplier / contractor and to forbear or enforce any of the terms and conditions relating to the order and shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier / contractor or for any forbearance, act or omission on the part of AIIMS or any indulgence by AIIMS to the supplier / contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

5. Our liability under this guarantee is restricted to Rs.(Rupees) and shall remain in force up to unless demand or claim under this guarantee is made on us in writing within 6 months from the date of expiry viz. . We shall be discharged from all liabilities under this guarantee thereafter.

6. This guarantee will not discharge due to change in the constitution in the bank or the said supplier / contractor.

7. The bank hereby agrees to address all the future correspondence regarding this bank guarantee to The Medical superintendent, All India Institute of Medical Sciences, Kalyani.

8. We, the bank lastly undertakes not to revoke this guarantee during its currency except with the previous consent of the AIIMS in writing.

Signed on the day of

Signature For the Bank Witness:

Name(s) & Designation(s) Name & Address

ANNEXURE – IV

Name of the E-Tender:

CRIMINAL LIABILITY UNDERTAKING

(To be executed on Rs.10/-Non-judicial Stamp Paper duly attested by Public Notary)

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

..... Resident of

.....

.....

..... Do solemnly pledge and affirm:

1. I am the Proprietor/Partner/Executive Director /authorized signatory of M/s.

.....

2. No police case is pending against the Proprietor / Partner /Executive Director of the firm/ company (Agency) and against the firm/ company.

(Indicate any convictions if any against the above persons or Firm/ Company.)

3. The Proprietor / Partner /Executive Director of the firm/ company (Agency) and the firm/ company has never been blacklisted by any Government authority/ organization.

4. I/We have not quoted the price higher than previously supplied to any Government Institute / Organization / reputed Private Organization or DGS&D rate in recent past.

Affirmation/Verification

Name & Signature Seal of the participating Bidder Company

ANNEXURE – V**INSTRUCTION TO BIDDERS FOR ONLINE REGISTRATION AND SUBMISSION OF BIDS**

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

7.1 Instructions:

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

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

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- e) The Bidder must ensure that after following above, the status of bid submission must become – ‘Submitted’.
- f) Please take due care while scanning the documents so that the size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.
- g) It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.
- h) The Financial part may be downloaded, and rates may be filled appropriately. This file may also be saved in a folder on your computer. Please don't change the file names & total size of documents (Preferably below 5 MB per document) may be checked.

7.2 Bid submission: The entire bid-submission would be online on the Tender wizard portal i.e.

<https://www.tenderwizard.com/AIIMSKALYANI> Broad outline of submissions are as follows:

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

The TECHNICAL PART shall consist of Electronic Form of Technical Main Bid and Bid Annexure. Scanned/Electronic copies of the various documents to be submitted under the Eligibility Conditions, offline submissions, instructions to bidders and documents required establishing compliance to Technical Specifications and Other Terms & Conditions of the tender are to be uploaded.

The FINANCIAL PART shall consist of Electronic Form of Financial Main Bid and Financial Bid Annexure, if any. Scanned copies of duly filled price schedule as Annexure are to be uploaded.

Processing Fee: Firm must pay processing fee (i.e., 0.1% of ECV+ GST as applicable (min.750/- & Max Rs.7500/- + GST as applicable) through online (Credit card/ Debit Card/ Net Banking), When participating in the e-Tender.

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

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

7.4 Other Instructions:

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

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

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

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

For any further assistance, please contact Mr Sanjeeb Mahapatra (08249821902), Mr Mayank Singh Thakur (08800115628), Helpdesk-011-49424365, ITI email ID for mailing communication: twhelpdesk680@gmail.com /twhelpdesk404@gmail.com /mayank.s@etenderwizard.com /sanjeeb.m@etenderwizard.com .