



ALL INDIA INSTITUTE OF MEDICAL SCIENCES

Bhubaneswar, (Odisha) – 751 019

Website: www.aiimsbhubaneswar.edu.in

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

E-TENDER DOCUMENT

Name of the e-Tender: ENGAGING AGENCY FOR PROVIDING SERVICES AT BEVERAGE CENTRE AT AIIMS, BHUBANESWAR

Notice Inviting E-Tender

E-Tender No.: 11021/009/AIIMSBBSR/2022-23/05

Dated: 06th May 2022

The Director, AIIMS Bhubaneswar, invites E-Bids in Two Bid System (i.e. Technical and Financial Bid) from eligible Service Providers/ Firms / Companies on-line through E-procurement solution portal of AIIMS Bhubaneswar (<https://www.tenderwizard.com/AIIMSBBSR>) as per terms and conditions contained in this document for satisfactory performance for **Engaging Agency for providing Services at Beverage Centre at AIIMS, Bhubaneswar** as per the items specifications mentioned in the Technical Bid at pre-fixed prices for a period of Two years which can be extended for a maximum period of two years on yearly basis on same terms & conditions subject to satisfactory performance by the Bidder.

The Bidder is expected to examine all instructions, terms & conditions, forms and specifications in the bidding document. 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 all respect will be at the Bidder's risk and may result in rejection of the bid.

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 and revised order dated 04 Jun 2020 and 16 Jun 2020 of MoC&I (DIPP), Govt. of India and the condition of prior turnover and prior experience may be relaxed for startups (as defined by Department for Industrial Policy and promotion) subject to meeting of quality & Technical Specification. Therefore, bidders who are claiming to be regulated under the said order are to submit documentary evidence in support of their claim.

The Parameters set by various orders issued by Government of India for providing various services is to be strictly followed. Therefore, bidders who are claiming to be regulated under the said order(s) are to submit documentary evidence in support of their claim.

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

E-Tendering Portal:

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

For E-tendering Queries Contact Representative of ITI Limited (Bhubaneswar)

Email: twhelpdesk614@gmail.com **or** twhelpdesk404@gmail.com ,

Mob: 07377708585 /011-49424365

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Sr. Procurement-cum Store Officer
AIIMS, Bhubaneswar

E-TENDERING SCHEDULE

Name of the e-Tender: ENGAGING AGENCY FOR PROVIDING SERVICES AT BEVERAGE CENTRE AT AIIMS, BHUBANESWAR

Date of availability of E-Tender document in the AIIMS BBSR E-Tendering Solution portal	:	As per e-Tendering Portal of AIIMS Bhubaneswar www.tenderwizard.com/AIIMSBBSR , www.aiimsbhubanewar.edu.in and CPP Portal www.eprocure.gov.in for downloading/ participating
Last Date of downloading/participating in the E-Tendering Solution for this E-Tender	:	As per e-Tendering Portal of AIIMS BBSR https://www.tenderwizard.com/AIIMSBBSR
Date, Time & Place of submission of indicated desired Hard Copies in the Sealed Envelope	:	As per e-Tendering Portal of AIIMS, Bhubaneswar https://www.tenderwizard.com/AIIMSBBSR in the Tender box kept in the Office of the Sr. Procurement-cum Store Officer, AIIMS, Bhubaneswar -751019 (Odisha)
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/AIIMSBBSR
Tender Document Cost payable to AIIMS Bhubaneswar	:	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/AIIMSBBSR and payable to www.tenderwizard.com directly by the prospective Tenderer.
EMD	:	EMD amounting to Rs. 50,000/- (Rupees Fifty Thousand Only) in the form of FDR/BG from the Nationalized/ Commercial bank in favor of AIIMS, Bhubaneswar to be kept valid for a period of forty-five days beyond the final bid validity period

Schedule of Tender:

Issue / Publishing Date	:	Dt. 06th May 2022
Pre-Bid Conference (Representation to be submitted On-line)	:	Dt. 18th May 2022 at/ up to 03:00 PM
Last date and time of submission of e-tender	:	Dt. 21st June 2022 at 11:00 AM
Date & time of opening of e-Tender	:	Dt. 21st June 2022 at 12:00 PM
Amount of Earnest Money Deposit (EMD)	:	Rs. 50,000/- (Rupees Fifty Thousand Only)
Venue	:	All India Institute of Medical Sciences Bhubaneswar – 751019

INSTRUCTIONS TO BIDDERS (ITB)

1.1 The Bidders must go through the complete Tender Document for details before submission of their Bids. The bid submitted by Bidder and all subsequent correspondence and documents relating to the bid exchanged between Bidder and the Procuring Entity shall be written in English or the Official Language. However, the language of any printed literature furnished by Bidder in connection with its bid may be written in any other language provided a translation accompanies the same in the bid language. For purposes of interpretation of the bid, translation in the language of the bid shall prevail. Instructions to Bidders shall form part of this bid document and consequent contract out of this bid.

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

1.3 Bid Validity: The validity of the Bid/ Tender Document shall be **90 DAYS** from the date of opening of the bid.

1.4 Bidder's Eligibility: Tender should be quoted only by the bidders satisfying following points of eligibility:

1.4.1 The bidder must be a natural person, private entity or public entity (State-owned enterprise or institution).

1.4.2 The bidder must not be a Joint Venture/ Consortium (an association of several persons, firms, or companies- hereinafter referred to as JV/C).

1.4.3 The bidder must not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of these reasons.

1.4.4 The bidder must not be convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities.

1.4.5 The bidder must not be of the near relations of executive of Procuring Entity involved in this Tender Process.

1.4.6 Any bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest shall be rejected as non-responsive.

1.4.7 Any bidder (as defined in paragraph 6 of the Order No. F. No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance Department of Expenditure Public Procurement Division) from a country which shares a land border with India will be eligible to bid in this tender if the bidder is registered with the Competent Authority as prescribed in the aforesaid order. Proof of such registration should be enclosed with the bid documents.

1.5 Bidders are required to quote strictly as per specification of the Beverages, Snacks etc. Deviation, if any to specification, must be brought out clearly giving deviation statement in **Annexure-III**.

1.6 Earnest Money Deposit (Bid Security):

S. No.	Description	Items to be sold at Beverage Centre	EMD (in Rs.)
1.	ENGAGING AGENCY FOR PROVIDING SERVICES AT BEVERAGE CENTRE AT AIIMS, BHUBANESWAR	As per Details/ Specifications in Technical Bid	Rs. 50,000/- (Rupees Fifty Thousand Only)

1.6.1 The bidder needs to deposit the EMD Amount as per above mentioned item in the form of FDR/ Bank Guarantee in favour of “AIIMS, Bhubaneswar” and its legible scanned copy must be uploaded in the e-tendering solutions and Hard Copy of EMD in sealed envelope should be submitted on or before the last date of submission of bid in the Tender box kept in the office of Sr. Procurement-Cum-Store Officer, Academic Block, First Floor, AIIMS, Bhubaneswar- 751 019. The AIIMS, Bhubaneswar will not pay any interest on any EMD Amount to bidder. The FDR or BG submitted as EMD are subject to verification from the issuing bank before its acceptance. If at any time, the said instrument is found to be fake or not as a valid banking instrument, the said bidder submitting such instrument shall be black listed and shall be debarred from participating in further tenders of the Institute.

The EMD of the successful bidder shall be returned after the successful completion of the contract and in case of unsuccessful bidders the same would be returned after award of the Contract. AIIMS, Bhubaneswar shall not pay any interest on EMD to any bidders.

1.6.2 The bidder needs to submit **Bid Security Declaration** as per enclosed Proforma in the Tender document and its legible scanned copy must be uploaded in the E-Tendering Solution and Hard copy of the Declaration should be submitted along with Technical Bid in the Tender Box kept in the Office of Sr. Procurement-cum Store Officer, Academic Block, AIIMS Bhubaneswar -751 019 on or before the last Date and Time of Submission of e-Bid.

1.6.3 Exemption: Firms registered with NSIC (for sale of Beverage/ Food Products) are exempted from submission of EMD (subject to the financial limits indicated in the NSIC certificate). Govt. of India/ State Government departments/ Undertakings are also exempted from EMD. However, the respective departments/ firm have to submit the relevant certificate (NSIC etc.) and financial limit to avail this exemption.

1.6.4 Further, to enjoy the benefits as per Public Procurement Policy of MSEs Order, 2012, the firms/ units registered as MSME vendor, declaration of UAM (Udyog Aadhar Memorandum) number by the vendor on CPPP is mandatory. The documentary evidence in support of UAM number must be attached with the bid document.

1.7 Pre- Bid Conference (PBC):

All the Prospective bidders are requested to attend the Pre-Bid Conference at Board Room, Academic Block, AIIMS, Bhubaneswar on **18th May 2022 at 03:00 P.M.** to have a clear understanding on schedule of requirements, specifications and on terms & conditions of the tender. After due deliberation, changes if any may be incorporated in the tender document and will be uploaded on our official website as “Corrigendum”. Therefore, bidders may submit

their bid accordingly as per changes if any incorporated after PBC. No press advertisement will be made for corrigendum(s).

Due to ensuing Corona Pandemic situation throughout the country, local representative of the prospective bidders may participate in PBC. Those who are not able to attend the PBC may submit their queries/ doubts/ representation/ clarification by e-mail to below mentioned IDs on that day which will be taken care by the tender committee in consultation with the User Department.

1.8 Clarification of bidding documents:

The Tender Inviting Authority shall not be responsible for individually informing the prospective bidders for any notices published related to this bid. Bidders are requested to browse e-Tender portal or website of the Tender Inviting Authority for information/general notices/amendments to bid document etc. on a day to day basis till the bid is concluded before submission of bid.

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. spo@aiimsbhubaneswar.edu.in , aso.dk mahana@aiimsbhubaneswar.edu.in , aso@aiimsbhubaneswar.edu.in & stokee_loveneet@aiimsbhubaneswar.edu.in . 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.

1.9 Amendments in Bidding Documents:

(i) At any time prior to the dead line for submission of Bid, the Tender Inviting Authority may, for any reason, modify the bid document by amendment and publish it in e-tender portal, tender wizard and AIIMS, Bhubaneswar website.

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

1.10 Terms of Two Bid System: The Tender shall be submitted in 02 (Two) Parts On-line:

1.10.1 Technical Bid: All required documents to be submitted online.

1.10.2 Financial Bid: Financial Bid is to be submitted on-line. The Financial Bid of bidders, who qualify at Technical Bid Evaluation, will be opened thereafter. While submitting Financial Bid following points need to be taken care of by the bidder.

1.10.2.1 The Rates are to be quoted in the given format as per Annexure-VI.

1.10.2.2 All quoted rates should be excluding GST and any other charges levied by Government of India.

1.10.2.3 The rates should be quoted in Indian Rupees in figures as well as in words.

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

1.10.2.5 After due evaluation of the bids, Institute will award the contract to the responsive technically qualified Bidder(s) who has/have quoted the HIGHEST RENT (H-1) above the minimum fixed rent of Rs. 10,300/-. Also, H-1 rent will be fixed for 1st year with increase in rent by 10 per cent for every subsequent year.

1.10.2.6 If Technically Qualified Bidders quote same rent and both are found H-1 bidder, then institute will award the Contract to the Technically Qualified Bidder having higher Turnover for average of last three Financial Years.

1.10.3. Manual Submission of Following Documents in ORIGINAL:

The following documents are to be sent to the office of Sr. Procurement-Cum-Store Officer, AIIMS, Bhubaneswar- 751 019, separately in a sealed envelope superscripted as: e-Tender for Engaging Agency for providing Services at Beverage Centre for two years at AIIMS, Bhubaneswar. The sealed envelope should reach on or before the last date & time of submission of e-tender online.

a. Earnest Money Deposit as mentioned at 1.6 & 1.6.1

b. Bid Security Declaration as per given format in the tender document for those who are claiming EMD exemption

c. Undertaking for acceptance of all Terms & Conditions as per Annexure-I.

d. Notarised affidavit on Indian Non-judicial stamp paper of Rs. 10/- as per Annexure-II

e. Item-wise details of Brands of Beverages to be sold at Beverage Centre, AIIMS, Bhubaneswar.

f. The Statement of deviation (Parameter-Wise) from the tender technical bid specification as per Annexure-III

1.11 Withdrawal, Substitution and Modification of Tender: No bid will be allowed to withdrawn in the interval between the deadline for submission of bids and expiration of the period of validity. Withdrawal of a bid during this period will result in forfeiture of the bidder's bid security (EMD).

1.12 This tender will also be regulated under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time and Start-up Bidders under Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20\212014-PPD dated 25.07.2016 and subsequent clarifications. The condition of prior turnover and prior experience may be relaxed for start-ups (as defined by Department for Industrial Policy & Promotion) subject to meeting of quality & technical specifications. Therefore, bidders who are claiming to be regulated under the said order are to submit documentary evidence in support of their claim.

1.13 Bid Opening:

The Technical Bid will be opened as per schedule mentioned in E-Tender Schedule. The bidder(s) or their authorized representative(s) may remain present at the scheduled date and time. In case the scheduled date is declared Holiday, the tender shall be opened on next working day at the same time.

1.14 Pre-Qualification Criteria for Technical Bid:

Tenders should be quoted only by the bidders fulfilling the eligibility criteria laid down hereunder and they should satisfy themselves about their eligibility before submitting the tender. The bidders should submit following documents/ credentials to substantiate their eligibility to participate in the bid:

1.14.1 Bidder should have at least three (03) years of experience in providing canteen services, beverage centre services or similar types of services in at least three Govt. Hospitals/ Reputed Government institutions/ PSUs/ Other reputed institutions in India,

1.14.2 Minimum turnover of Rs. 50 Lakh per year in the last three financial years

1.14.3 Possess Valid Certificate from Food Safety and Standards Authority of India (FSSAI)

1.14.4 Provident Fund Registration Certificate

1.14.5 ESI Registration Certificate

1.14.6 Trade License of the organization

1.15 Bidders are requested to study the terms and conditions of the tender carefully and then submit bids accordingly. They may, if necessary, visit the Institute to study the layouts.

1.15.1 The bidders shall submit following documentary evidence in support of their prequalification criteria:

(i) Copy of PAN

(ii) Valid Trade License

(iii) Income Tax Return Acknowledgement Certificate for last three years ending 31st March

(iv) Balance Sheet with Profit & Loss Account duly certified by Chartered Accountant for last three financial years with a minimum turnover of Rs. 50 Lakh and above

(v) Turnover certificate for last three financial years, issued by certified Chartered Accountant

(vi) Self-certificate by firm that it has not been banned or delisted by any Government or Quasi Government Agency or PSU

(vii) GST Registration Certificate

(viii) Valid Certificate obtained from Food Safety and Standards Authority of India (FSSAI)

(ix) Provident Fund Registration Certification

(x) ESI Certification

1.15.2 The following particulars of the bidders are also required to be furnished in a separate sheet & submit along with the relevant documents requested above including EMD:

(i) Name of the Organization

(ii) Address

(iii) Year of Establishment

(iv) Status of the firm i.e. whether Company/ Partnership/ Proprietary firm

(v) Whether registered with the Registrar of Company/ Registrar of Firms. If so, mention number and date

(vi) Details of similar work and its value of work done with completion certificate during last three years

1.15.3 The Bidder should state categorically whether they have adequate number of fully trained technical staff for efficient management of Beverage Centre.

1.16 Evaluation of Bid:

The bid will be evaluated as per the documents asked in this bid and contract will be awarded to the technically qualified bidder(s) who has quoted HIGHEST RENT above the fixed minimum rent i.e. Rs. 10,300/-. If technically qualified bidder quote same rent and both are found H-1 bidder, then, institute will award the Contract to the Technically qualified Bidder having higher turnover for average of last three Financial Years.

1.17 Period of Contract:

The Contract Period shall commence with successful execution of the contract agreement by the bidder and shall remain valid for two (02) years. The contract period is further extendable for a maximum period of two (02) years (one year at a time) on the same terms & conditions or with some addition/ deletion/ modification as mutually agreed upon by the service provider and All India Institute of Medical Sciences (AIIMS), Bhubaneswar and the rates of beverages at which the contract is awarded will be valid through the contract and no claims whatsoever on account of increase in rate of material to be used and other factors such as statutory payments, etc., shall be entertained and it will be the responsibility of the contractor to bear such other expenses. However, if there is any downward revision of all the rates due to revision of govt. taxes etc. or any other reasons, the same shall be passed on to the AIIMS, Bhubaneswar through appropriate reduction of the contracted rates.

1.18 Site Inspection & Examination:

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

Sr. Procurement-Cum-Store Officer

AIIMS, Bhubaneswar

GENERAL CONDITIONS OF CONTRACT

2.1 The Contract shall be valid for a period of two (02) years, extendable for a maximum period of two years (one year at a time) on same terms & conditions, subject to satisfactory performance by the successful bidder.

2.2 Scope of Work:

- a. The institute requires successful bidder to run Beverage Centre at Hospital Campus of AIIMS, Bhubaneswar on rates as fixed by the Institute to cater for the needs of the Patient Attendants, Beneficiaries, Hospital Staff etc.
- b. To fix the menu in consultation with the committee of the institute from time to time.
- c. To supply Tea/ Coffee/ Cold Drinks and other beverages as and when required.

2.3 PERFORMANCE SECURITY DEPOSIT:

2.3.1 The successful Bidder will be liable to deposit **an amount equal to Six Months Rent quoted by H-1 Bidder i.e. Contractor** as Performance Security Deposit in favour of "AIIMS, Bhubaneswar" by way of "Irrevocable Performance Bank Guarantee" or FDR (duly endorsed in favour of AIIMS Bhubaneswar) from a Nationalized /Commercial Bank. These instruments are subject to verification from issuing bank before its acceptance by the authorities.

2.3.2 The Performance Security should be valid for 26 months from date of signing the agreement, which is refundable after two months of expiry of the contract period of 02 (Two) years subject to successful fulfilment of terms and conditions and on receipt of requisite "No Dues Certificate" from the concerned Departments /authorities. While making such instruments as PSD, bidders may take care of the period of coverage in the instrument as stated above. If contract is extended, PSD will be extended accordingly for contract period plus two months.

2.3.3 The Security Deposit is liable to be forfeited if the bidder withdraws or impairs or derogates the bid in any respect.

2.4 DISPUTES AND ARBITRATION:

All disputes or differences arising during the execution of the contract shall be resolved by the mutual discussion, failing which the matter will be referred to an Arbitrator who will be appointed by the Director, AIIMS Bhubaneswar for arbitration for settlement of disputes in accordance with Arbitration & Conciliation Act 1996 or its subsequent amendment, whose decision shall be binding on the contracting parties.

2.5 LAW GOVERNING THE CONTRACT AND JURISDICTION

The contract shall be governed under Indian Contract Act 1872 and instructions thereon from the government of India. The Court of Bhubaneswar shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

2.6 POWER TO IGNORE MINOR DEVIATIONS:

AIIMS, Bhubaneswar reserves right to ignore any trivial nature of deviation(s) in tender documents as decided by the competent authority while processing the tender. The Institute may also seek any clarification/ documents to substantiate the claim of the bidder at the later stage if felt necessary. However, the bidder can't claim it as a matter of right and will be bound to comply the Terms & Conditions of the tender without citing the ground of trivial deviation/ seeking of the clarification/ documents in support of the cancellation of his/ her bid.

2.7 OTHERS: -

2.7.1 After due evaluation of the bid, Institute will award the contract to the responsive Bidder(s) who has/have quoted the highest rent for beverage centre.

2.7.2 The Bidder shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency(ies) without prior written consent of the Director, AIIMS, Bhubaneswar. If it is found that the firm has given sub-contract to another Agency, the contract shall stand cancelled & the performance security deposit of such Bidder shall be forfeited by AIIMS, Bhubaneswar.

2.7.3 The AIIMS Bhubaneswar shall not be responsible for any financial loss or other damage or injury to any item or person deployed/ supplied by the service provider during the course of their performing the duties to this office in connection with work order/ award of contract for Beverage Centre at AIIMS Bhubaneswar.

2.7.4 If the bidder denies/ fails to execute the contract/ order after being awarded for the same or to submit the Performance Security, the bid security (EMD) shall be forfeited and the vendor will be debarred for a period of two years from participating in future tenders of the Institute.

2.8 Debarment from bidding:

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

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

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

(ii) A bidder debarred under sub-section (i) or any successor of the bidder, shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment. Department of Commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.

(iii) A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/Department will maintain such list which will also be displayed on their website.

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

2.9 Code of Integrity:

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

(i) Prohibition of

- (a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or other wise to influence the procurement process.
- (b) any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- (c) any collusion, bid rigging or anticompetitive 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.

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

2.10 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.

2.11 The Tender Document and associated correspondence are subject to copyright laws and shall always remain the property of the Procuring Entity and must not be shared with third parties or reproduced, whether in whole or part, without prior written consent of AIIMS, Bhubaneswar authorities.

2.12 The supply contract will be valid from the date; when the Work Order/Award of contract Issued /formalities completed by AIIMS Bhubaneswar. This office will, however, reserve the right to conduct performance review at any time during the supply contract period and deficiencies, if any, noticed shall be required to be rectified and compliance reported. This office reserves the right to suo-moto terminate the supply contract by giving 30 days' notices at any point of time

2.13 The Director, AIIMS Bhubaneswar (Odisha, India) has the full and exclusive right to accept or reject, any or all Bids, abandon/ cancel the Tender process, and issue another tender for the same or similar Goods at any time before the award of the contract without assigning any reasons thereof. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

2.14 Exit Clause: Either Party may terminate the contract by giving thirty days' prior notice to the other party subject to the terms stated therein which may include expiry of the duration or termination at will by issuance of notice or any incapacity or change of circumstances hampering the performance of the obligations.

Seal and Signature of the Bidder

SPECIAL CONDITIONS OF CONTRACT

3.1 A formal contract shall be entered into with the successful bidder. In this contract, the successful bidder shall be defined as **'Contractor'**.

3.2 The services will be provided to AIIMS, Bhubaneswar at the fixed rate of beverages as per **Annexure-VI**

3.3 The timings & working days of the Beverage Centre will be regulated by AIIMS, Bhubaneswar

3.4 The Contractor shall display the list of items with fixed rates in the beverage centre premises at all the time.

3.5 The Beverage Centre should be kept neat & clean and free of unhygienic conditions. The responsibility of maintaining the cleanliness and hygienic condition of the beverage centre and proper disposal of waste will be of the contractor at his own cost. In case of violation of this condition, AIIMS, Bhubaneswar will have the right to impose a fine of Rs. 5,000/- and the contract may be cancelled by giving a week's notice to vacate the premises, if lapses are repeated by the Contractor.

3.6 Sitting Arrangement like stool, benches etc. shall be the sole responsibility of Contractor.

3.7 Security of Beverage Centre shall be the sole responsibility of Contractor. No Watch & Ward Services shall be provided by AIIMS, Bhubaneswar.

3.8 In case of any damage arising due to any accident, natural calamity etc. to the Beverage Centre. Contractor shall bear the cost of repair work of Beverage Centre.

3.9 No other beverage items shall be sold by the Contractor except the beverage items listed in **Annexure-VI** with Pre-fixed prices.

3.10 The bearer/ staff (not below the age of 18 years) employed by the contractor shall have to be medically fit and kept neat and clean. The contractor shall not employ young children as prohibited under the law/ rules & regulations.

3.11 The contractor will make his own arrangement for cooking gas, crockery, cutlery, glasses and other kitchen equipment etc. Disposable good quality paper made items for tea etc. shall be allowed but not of plastic material.

3.12 The contractor shall be responsible for ensuring safety and maintenance of all the equipment/ fixtures installed/ provided by the Institute, during the entire period of the contract. If any damage/ loss of equipment/ fixtures found, then the same will be recovered from the contractor. The contractor shall take adequate fire pre-cautions.

3.13 The contractor shall maintain the Institute premises in good condition and shall not cause any damage thereto. If any damage is caused to the premises by the contractor or his workers, employees or agents, the same shall be rectified by the contractor at his own cost either by rectifying the damage or by paying cash compensation as may be determined by the Institute.

3.14 The contractor shall not sub-let the premises either in whole or in part. The premises shall not be used for residential purpose even for the beverage centre staff. No additions or alterations of the premises will be made without permission of the Institute. No bathing and washing of clothes etc. will be allowed in the Beverage Centre.

3.15 The contractor and his employees would be governed by the discipline rules as may be laid down by the Institute while they are in the Institute premises.

3.16 The electricity usage by the contractor will be in compliance with following terms & conditions:

(a) Successful Bidder/ Contractor has to provide the electricity sub-meter duly checked and sealed by the Electricity Department under Government of Odisha along with security deposit of **Rs. 10,000/- (Rupees Ten Thousand Only)** and calibration certificate of the electricity sub-meter duly certified by the Authorized testing agency.

(b) The electricity sub-meter shall be installed by the Electrical Division of AIIMS, Bhubaneswar

(c) Successful Bidder/ Contractor will be required to pay electricity charges to AIIMS, Bhubaneswar on actual basis as per meter reading and calculated by Electrical Division of AIIMS, Bhubaneswar along with pro-rata fixed charges levied by the Electricity Board

(d) The electricity charges will be paid by the contractor on or before 10th day of every succeeding month.

(e) If the successful bidder/ contractor fails to pay the electricity charges by 10th day of every succeeding month, penalty/fine @ 2% of bill amount shall be charged for each month of delayed payment.

3.17 The water usage by the contractor will be in compliance with following terms & conditions:

(a) Successful Bidder/ Contractor has to provide the water meter duly checked and calibrated by authorized testing agency or appropriate authority.

(b) The sub-meter/meter for water supply shall be installed by Civil Engineering Division of AIIMS, Bhubaneswar.

(c) Successful Bidder/ Contractor will be required to pay water tariff/charges to AIIMS, Bhubaneswar on actual basis as per meter reading. At present water tariff per unit is Rs. 17.40 valid up to 31st March, 2022. Water tariff shall automatically increase by 5% every year.

(d) The water tariff/charges will be paid by the contractor on or before 10th day of every succeeding month.

(e) If the successful bidder/ contractor fails to pay the water tariff/charges by 10th day of every succeeding month, penalty/fine @ 5% of bill amount shall be charged for every month of delayed payment.

3.18 The Contractor should hand over the premises in the same condition as it will be given to them at the time of occupying and if any damage found, the charges should be recovered from the contractor.

3.19 Quality of food/ services provided will be inspected/ checked from time to time and if found unsatisfactory the contract may be cancelled at any time by the Institute with/ without furnishing any notice. The Institute reserves the right to impose a fine, if deemed necessary.

3.20 The conduct/ characters/ antecedents and proper bonafide of the workers in the beverage centre shall be the sole responsibility of the contractor. However, the contractor should provide the necessary details of all its employee (permanent, temporary, casual) to the Institute. All the employees should be police verified.

3.21 The contractor will use only the commercial cylinder and ISI marked gas stove for the purpose of cooking.

3.22 Police verification and worker's identity cards will be compulsory before taking the charge of complementary cafeteria. Employees will be in proper uniform provided by the contractor, medically found fit, hygienically suitable, nails trimmed, haircut and shave taken.

3.23 Electronic Billing machine for token system will be necessary and to be provided by service provider.

3.24 The contractor shall be required to display the price list all the snacks & beverages to be sold at the beverage centre at all times. Also, the prices list of beverages & snacks to be sold at beverage centre should be approved by AIIMS, Bhubaneswar.

3.25 The contractor should not utilize the premises and facilities of the Institute to cater any other client.

3.26 The contractor shall not keep the Beverage Centre closed without prior permission from AIIMS, Bhubaneswar authorities. Any such incident shall be treated as breach of contract and suitable action including penalty shall be taken for the same by AIIMS, Bhubaneswar.

3.27 The contractor shall bring their own tools, cookers, hot boxes, steam boxes, trolleys, equipment, utensils, plates, jugs, etc. in sufficient quantity as needed to maintain the Beverage Centre Services, in addition to what is provided by AIIMS, Bhubaneswar.

3.28 The contractor and his staff shall abide by various rules and regulations of AIIMS, Bhubaneswar as prevalent from time to time.

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

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

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

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

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

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

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

3.36 The contractor shall maintain and provide all necessary documentation, registers and records in connection with the performance of Beverage Centre and other related documents including for complying with any statutory requirements and provisions of applicable laws.

3.37 Non-compliance of any terms and conditions enumerated in the contract shall be treated as breach of contract.

3.38 The Contractor shall ensure that the person(s) deployed by them are well behaved, courteous, disciplined and conduct in office premises, be best suitable and is entailed on enforce in prohibition of consumption of Alcoholic Drinks, Paan, Tobacco Products, Smoking, loitering without work and engaging in gambling, satta or any immoral act.

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

3.40 The contractor shall deposit the rent to AIIMS, Bhubaneswar by 10th day of every month, failing which necessary action/ penalty as deemed fit by the Competent Authority of AIIMS, Bhubaneswar shall be taken against the Contractor.

3.41 Water & Electricity charges shall be paid by the contractor as per actual and as per the terms & conditions referred at '3.16 & 3.17' above.

3.42 If rent, electricity and water charges are not paid by the contractor for three consecutive months, then Performance Security Deposit shall be forfeited.

3.43 Rent as per award of contract will be fixed for 1st year and there will be increase in rent by 10 percent for every subsequent year.

Seal and Signature of the Bidder

3. Technical Bid (Specification):

Name of the e-Tender: Engaging Agency for providing services at Beverage Centre at AIIMS, Bhubaneswar

3.1 Schedule of items with fixed prices to be sold at Beverage Centre, AIIMS, Bhubaneswar:

The institute requires **engagement of a service provider for running Beverage Centre at AIIMS, Bhubaneswar** with following list of items at prices fixed by AIIMS, Bhubaneswar.

3.2 LIST OF ITEMS WITH FIXED PRICES TO BE SOLD AT BEVERAGE CENTRE AT AIIMS, BHUBANESWAR:

S. No.	Item Name	Specifications	Serving Size	Fixed Prices (in Rs.)
1.	HOT TEA	(i) Hot tea 75 ml per serving.	75 ml	Rs. 10.00
2.	HOT TEA (CARDAMOM FLAVOUR)	(ii) Serving in branded Paper Cup (iii) Three flavours i.e. Lemon, Plain and Cardamom	75 ml	Rs. 10.00
3.	HOT TEA (LEMON)	(iv) Quality: Beverage should contain at least 14 gm of premix/ serving	75 ml	Rs. 10.00
4.	ICE TEA (LEMON FLAVOUR)	(i) Ice tea serving size 200 ml (ii) Serving in branded Paper Cup (iii) Should be in Lemon Flavour (iv) Quality: Beverage should contain at least 28 gm of premix/ serving	200 ml	Rs. 15.00
5.	HOT COFFEE	(i) Hot coffee 75 ml per serving (ii) Serving in branded Paper Cup (iii) Premix should have minimum of 50% pure blend coffee (iv) Quality: Beverage should contain at least 14 gm of premix/ serving	75 ml	Rs. 15.00
6.	COLD COFFEE	(i) Cold Coffee of 200 ml per serving (ii) Serving in branded Paper Cup (iii) Quality: Beverage should contain at least 30 gm of premix/ serving	200 ml	Rs. 30.00
7.	TOMATO SOUP	(i) Tomato Soup of 100 ml per serving (ii) Serving in branded Paper Cup (iii) Quality: Beverage should contain at least 30 gm of premix/ serving	100 ml	Rs. 10.00
8.	COLD DRINKS	(i) All brands & sizes available in the market (ii) Different Flavour Soft Drinks/ Cold Drinks- 250 ml (iii) Serving in sealed bottle/ can	Each	MRP
9.	Packaged Snack/ beverage Items	(i) Packaged Snack/ beverage items i.e. Chocolates, Ice Cream (Amul, Vadilal, Uttam etc.), Biscuits, Fruit Juices (Packaged), Mineral Water (Bisleri, Aquafin, Kinley etc.) etc. (ii) Should conform to standards of FSSAI (Food Safety and Standards Authority of India)	Each	MRP
10.	Samosa		100 gm	Rs. 10.00
11.	Vada		100 gm	Rs. 10.00
12.	Aaloo Chop		100 gm	Rs. 10.00
13.	Veg Patty		100 gm	Rs. 20.00

3.3 Technical Bid (Submission Format):

The Scanned copies of the following Mandatory documents to be uploaded on e-Tendering Portal in the following format:

S. No.	Details / Particulars	Uploaded (Yes/No)	Page No.
A	Following details to be submitted on Company's letter head: 1. Name & Address of Tenderer with phone number, email-ID 2. Specify whether a Proprietorship/ Partnership firm/ Company 3. Name of Proprietor /Partner/Managing Director/Director.		
B	Name, Address & designation of the authorized person for signing the bid documents, in case the owner/ proprietor is not signing the bid documents. (Authorization should be made on participating company's/ firm's Letter head of the Organization duly signed by its Authorized Person(s)/ Board of Members)		
C	Name, Address, Phone & Fax No. of Branch Office at Bhubaneswar or nearby, if any.		
D	PAN No. (enclose the attested copy of PAN Card)		
E	Signed and Scanned Copy of Service GST Registration Certificate showing clearly Service GST Number of the participating Company/firm		
F	Signed and scanned copy of valid Trade License/ Registration/ Incorporation Certificate of the Participating Bidder/ Firm		
G	Signed and Scanned copy of valid license under Food Safety and Standard Regulation Act 2006 issued by Food & Administration Department		
H	Signed and Scanned copy of valid Registration of the participating Agency with EPF & ESIC and any authority applicable for last three years and strictly following the applicable Statutory requirements as per prevailing Labour Law rules.		
I	Signed and Scanned copy of Acceptance of General Instructions, Instruction to Bidders, Legal Terms & Conditions, Payment Terms and Qualifying requirement column of this e-tender		
J	Income Tax return for the last Three financial years ending 31 st March (Note: The condition of prior turnover and prior experience may be relaxed for Start-ups ((as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications)		
K	Annual Turn Over for last Three Financial Years along with copy of financial statements (Duly signed by Chartered Accountant) (Annual Turnover for last three financial years should not be less than Rupees Fifty Lakh Per Year) (Note: The condition of prior turnover and prior experience may be relaxed for Start-ups ((as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications.)		
L	EMD of Rs. 50,000/- (Rupees Fifty Thousand Only) vide FDR/ BG No. _____ Date _____ valid up to _____ (Annexure-VI)		
M	Undertaking for acceptance of all Terms & Conditions in original (Annexure-I)		
N	Acceptance of Technical Specification by the Bidder along with mentioned make/ brands to be offered at Beverage Centre (Annexure-V)		
O	Required Manual Submission of Documents (in Original)		

S. No.	Details / Particulars	Uploaded (Yes/No)	Page No.
P	Notarized affidavit as per Annexure-II on Indian Non judicial Stamp Paper of Rs.10/- that (i) No police case is pending against the Proprietor/ Partner/ Director of the Firm/ Company (Agency). (Indicate any convictions (if any) against the Company/firm/partner.) (ii) Proprietor/firm has never been blacklisted by any organization. (iii) We have not quoted the price higher than previously supplied to any Government Institute / Organisation / reputed Private Organisation or DGS&D rate in recent past. (If you don't fulfil these criteria, your tender will be out rightly rejected.)		
Q	Participating Bidder Company required to upload duly Signed and attested legible scanned copies of Performance Reports regarding providing similar nature of services like handling Cafeteria Services/ Snacks Counter/ Canteen Services in the Govt. Hospitals/reputed Government Institutions/PSU's/Other reputed Institutions in India, where the Service provider Agency discharged similar nature of Services in last Three Financial Years in Chronological Order. Minimum Three numbers of Previous Work Orders/Contract Agreement Copies for handling similar nature of services like Cafeteria/ Canteen management Services to any Government Institute/PSU's/Other reputed Institutions in India in last Three Financial Years must be uploaded. (Annexure-V)		
R	Unique GeM Seller ID (Copy of Proof to be attached) (Refer Clause 'U' of General Terms & Conditions) As per DoE OM no. 6/9/2020 – PPD dated 24-08-2020, it is now mandatory for Sellers providing Goods & Services to Central Government Organization to be registered on GeM and obtain a Unique GeM Seller ID & submit the same to all the Central Government Organizations while submitting quotations/ bids outside GeM.		
S	Bank Details: 1. Beneficiary Name: 2. Bank Name: 3. Account No: 4. IFSC Code: 5. Branch Address :		
T	Any other information, if necessary		

Note: All above documents shall be uploaded on e-Tender solution serially and page numbered legibly. E-bid with absence of any document will invite rejection of bid and no further communication in any form shall be entertained i.e. above documents are mandatory for qualification to next stage of the bid.

Only those bidders who qualify the **Technical Bid (Eligibility Criteria) Stage after evaluation of above said Technical Documents** uploaded in the e-Tendering solution and submitted desired Hard Copies (i.e. as per S. No. (iii) of Terms of Two Bid System (a) Undertaking for acceptance of all terms & conditions of e-tender, (b) Undertaking for Criminal Liability and (c) Bid Security Declaration) **and after evaluation of Technical Specifications**, the **Technically Responsive Bids** shall be considered for opening of Financial Bids and shall be intimated separately (if required).

Name of the e-Tender: Engaging Agency for providing services at Beverage Centre at AIIMS, Bhubaneswar

e-Tender No.: 11021/009/AIIMS BBSR/2021-22/_____

Dated: _____ - _____ -2022

Bid Covering Letter

(Should be submitted on Letter head of the bidding firm which should contain complete address, phone no., e-mail id. etc.)

Reference No.:

To

The Director,

AIIMS, Bhubaneswar

Sir/ Madam,

Having examined the abovementioned Tender Document, I/we, the undersigned hereby submit/ upload our Techno-Commercial and Financial Bid for the providing services in conformity with the said Tender Documents.

We declare that we are a Proprietorship/ Partnership firm/ Limited Liability Partnership/ Private Limited/ Public Limited Company/ Company Limited by shares. The registration copy to that effect is submitted.

We are submitting this bid on our behalf, and there are no agents/ dealers involved in this tender, and hence no agency agreement is involved. Our company's law and taxation regulatory requirements and authorization for signatories and related documents are submitted herewith.

We hereby certify that We/ Our Principals/ OEM M/s are proven, established, and reputed service providers with offices at which are equipped with best manpower and quality control.

We further declare that we have fully trained staff for efficient services. The Name, Address, Phone No., e-mail id of Service Centre at Bhubaneswar or nearby is as under:

Name: _____, Address: _____, Phone No.: _____

We comply with all the eligibility criteria stipulated in this Tender Document.

We offer to provide subject services of requisite quality and with compliance of all the conditions appended in this Tender Document.

We have submitted the Earnest Money Deposit (EMD) as per 1.6 & 1.6.1 & Bid Security Declaration (BSD) in stipulated format and other documents as required under this bid.

Signature of the bidder with Seal

Annexure-I

Name of the e-Tender: Engaging Agency for providing services at Beverage Centre at AIIMS, Bhubaneswar

UNDERTAKING

FOR COMPLIANCE OF ALL TERMS & CONDITIONS MENTIONED IN THIS TENDER DOCUMENT

To

**The Director,
AIIMS, Bhubaneswar**

Sir/ Madam,

1. The undersigned certify that I/we have gone through the entire tender documents including terms and conditions mentioned in the tender document and undertake to comply with them. I have no objection for any of the content of the tender document and I undertake not to submit any complaint/ representation against the tender document after submission date and time of the tender. The rates quoted by me/ us are valid and binding on me/ us for acceptance till the validity of tender.
2. I/ We undersigned hereby bind myself/ ourselves to ALL INDIA INSTITUTE OF MEDICAL SCIENCES, BHUBANESWAR, ODISHA- 751 019 to provide services (i.e. sale of approved items at approved prices) at beverage centre at AIIMS, Bhubaneswar on payment of approved monthly rent of beverage centre space provided by AIIMS, Bhubaneswar on rental basis.
3. The beverages & snacks to be sold at beverage centre at AIIMS, Bhubaneswar would be of the best quality and of the kind as per the requirement of the institution. The decision of the Director, AIIMS Bhubaneswar, India (herein after called the said officer) as regard to the quality and kind of article shall be final and binding on me/us.
4. I/We undertake to arrange for a demonstration of the beverages/ snacks, if required. Failure to arrange for a demonstration on the given date may lead to cancellation of our bid. Cost of such demonstration shall be borne by me/us.
5. I/We hereby undertake to provide services (i.e. sale of approved items at approved prices) at beverage centre at AIIMS, Bhubaneswar during the validity of tender as per directions given in letter of award within stipulated period positively.
6. I/We undertake that the services shall be provided as per the terms & conditions of this tender.
7. If I/We fail to provide the services as per the terms & conditions of the contract/ tender in/for stipulated period, necessary action can be taken by the Director, AIIMS Bhubaneswar who has full power to compound or forfeit the Bid Security/ Security deposit.
8. If any commodity/beverage/snack to be sold at beverage centre at AIIMS, Bhubaneswar is found to be of inferior quality, necessary action can be taken by the Director, AIIMS, Bhubaneswar who has full authority to compound or forfeit the Bid Security/ Security deposit.

9. Performance security for an amount equal to Six Months' Rent quoted by H1 Bidder shall be deposited by me/us in the form of FDR/ Irrevocable Bank Guarantee in favour of All India Institute of Medical Sciences, Bhubaneswar on award of the contract from a Nationalized/ Commercial Bank and shall remain in the custody of the Director, AIIMS, Bhubaneswar till the validity of the contract period plus two months (i.e. valid for 26 months from date of award of contract).

10. I/We declare that no legal/financial irregularities are pending against the proprietor Partner/Director of the tendering firm or manufacturer.

11. I/we do hereby confirm that the prices/ rates of beverages/ snacks to be sold at beverage centre at AIIMS, Bhubaneswar are fixed as approved by the authorities of AIIMS, Bhubaneswar.

12. I/We undertake that if the any beverages/ snacks are sold at a price higher than the fixed price, necessary action can be taken by the Director, AIIMS, Bhubaneswar.

13. I/We have necessary infrastructure for the maintenance of the Beverage Centre and will provide efficient service during contract period.

14. As per the Circular No. F.6/18/2019-PPD issued by Ministry of Finance, Dept. of Expenditure dated 23 Jan 20 and DO No.214/CEO-GeM/2020 dated 10.11.2020 regarding procurement of goods/ services outside GeM, bidders are required to submit documents in support of their registration with GeM i.e., Unique GeM Seller ID with their bid. We have submitted GeM Seller ID with the bid/ we hereby to submit an undertake that GeM Seller ID will be provided at the time of award of contract positively failing which the contract may be treated as null & void and will be dealt suitably (tick appropriate line).

I/we undertake that **“Services of running beverage centre at fixed prices of beverages/ snacks in tender will be boarded on GeM as and when the item or service gets listed on GeM” as a registered supplier in GeM.**

15. I pledge and solemnly affirm that the information submitted in tender documents is true to the best of my knowledge and belief. I further pledge and solemnly affirm that nothing has been concealed by me and if anything adverse comes to the notice of purchaser during the validity of tender period, the Director, All India Institute of Medical Sciences, Bhubaneswar (India) will have full authority to take appropriate action as he/she may deem fit.

Signature of Bidder
with Seal of Firm
(Name of Bidder)

Place

Date

Annexure-II

Name of the e-Tender: Engaging Agency for providing services at Beverage Centre at AIIMS, Bhubaneswar

ELIGIBILITY DECLARATION

(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 that,

1. I am the Proprietor/Partner/Director/authorized signatory of M/s.
2. No police case and/or case by CBI/FEMA/Income Tax/ Sales Tax authorities are pending against the Proprietor / Partner /Director of the firm/ company (Agency) and also against the firm/ company.
(Indicate any convictions if any against the above persons or Firm/ Company.)
3. The Proprietor / Partner /Director of the firm/ company (Agency) and also the firm/ company has never been blacklisted/ debarred/ banned by any Government authority/ organization within last three years.
4. The firm/company has not been declared insolvent, bankrupt, not in receivership, or being wound up, not have its affairs administered by a court or a judicial officer.
5. To our best of knowledge and belief, none of the Proprietor/Partner/Director of the firm/ company is the near relations of executives of Procuring Entity involved in this Tender Process.
6. We certify that we have no conflict of interest in accordance with ITB clause 1.4.6 and the prices quoted against the Tender are competitive and without adopting any unfair/ unethical means including cartelization.

Signature

(Name)

Seal of the Participating Bidder Company

Affirmation/ Verification
By Notary Public

Annexure-III

Deviation Statement Form

1. The following are the particulars of deviations from the requirements of the tender Specifications:

Specification	Deviations	Remarks (including Justification)

Place:

Date:

Signature and Seal of the
Manufacturer/ Bidder

Note: Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “No Deviations”

Annexure- IV

Performance Statement Form

Name of the Firm: _____

S. No.	Contract Awarded by (Full address of Client)	Award of Contract No. & Date	Details of Order	Have the services delivered/ performance found satisfactory (Yes/No)

Signature and seal of the Bidder

Place:

Date:

Note: Documents to be attached in support of the above (i.e. recent PO copies for supply of similar equipment to other AIIMS/ INI/ PSU).

Annexure- V

List of Items with Fixed Prices to be sold at Beverage Centre

Name of the e-Tender: Engaging Agency for providing services at Beverage Centre at AIIMS, Bhubaneswar

S. No.	Item Name	Specifications	Serving Size	Fixed Prices
1.	HOT TEA	(i) Hot tea 75 ml per serving.	75 ml	Rs. 10.00
2.	HOT TEA (CARDAMOM FLAVOUR)	(ii) Serving in branded Paper Cup (iii) 3 flavours Lemon, Plain and Cardamom	75 ml	Rs. 10.00
3.	HOT TEA (LEMON)	(iv) Quality: Beverage should contain at least 14 gm of premix/ serving	75 ml	Rs. 10.00
4.	ICE TEA (LEMON FLAVOUR)	(i) Ice tea serving size 200 ml (ii) Serving in branded Paper Cup (iii) Should be in Lemon Flavour (iv) Quality: Beverage should contain at least 28 gm of premix/ serving	200 ml	Rs. 15.00
5.	HOT COFFEE	(i) Hot coffee 75 ml per serving (ii) Serving in branded Paper Cup (iii) Premix should have minimum of 50% pure blend coffee (iv) Quality: Beverage should contain at least 14 gm of premix/ serving	75 ml	Rs. 15.00
6.	COLD COFFEE	(i) Cold Coffee of 200 ml per serving (ii) Serving in branded Paper Cup (iii) Quality: Beverage should contain at least 30 gm of premix/ serving	200 ml	Rs. 30.00
7.	TOMATO SOUP	(i) Tomato Soup of 100 ml per serving (ii) Serving in branded Paper Cup (iii) Quality: Beverage should contain at least 30 gm of premix/ serving	100 ml	Rs. 10.00
8.	COLD DRINKS	(i) All brands & sizes available in the market (ii) Different Flavour Soft Drinks/ Cold Drinks- 250 ml (iii) Serving in sealed bottle/ can	Each	MRP
9.	Packaged Snack/ beverage Items	(i) Packaged Snack/ beverage items i.e. Chocolates, Ice Cream (Amul, Vadilal, Uttam etc.), Biscuits, Fruit Juices (Packaged), Mineral Water (Bisleri, Aquafin, Kinley etc.) etc. (ii) Should conform to standards of FSSAI (Food Safety and Standards Authority of India)	Each	MRP
10.	Samosa		100 gm	Rs. 10.00
11.	Vada		100 gm	Rs. 10.00
12.	Aaloo Chop		100 gm	Rs. 10.00
13.	Veg Patty		100 gm	Rs. 20.00

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. I/We shall sell the above beverages/ snacks only at beverage centre at AIIMS, Bhubaneswar at the above fixed prices.
3. That I/We shall supply the above beverages/ snacks of requisite quality.
4. That the beverage centre at AIIMS, Bhubaneswar shall be maintained as per terms & conditions of this tender.
5. That I/We undertake that the information given in this tender are true and correct in all respect.

Signature of the bidder with seal.

Date:

Place:

Annexure- VI

Financial Bid

Name of the e-Tender: Engaging Agency for providing services at Beverage Centre at AIIMS, Bhubaneswar

S. No.	Beverage Center Area (in Sq. Meter)	Minimum Rent Per Sq. Meter	Minimum Rent Per Month (Excl. GST)	Quoted Rent Per Month (Excluding GST/ Any other charges as admissible by Govt. of India)
1.	63.64 Sq. Meter	Rs. 161.37	Rs. 10,300.00	
Rent Per Month (Quoted) (in Figure) (in Rs.)				
Rent Per Month (Quoted) (in Words) (in Rs.)				

Note: GST @ 18% will be added with the above quoted rate for arriving at monthly rent.

Declaration by the Bidders:

1. 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.
2. Quoted Rent Per Month is exclusive of GST. GST/ Any other charges as admissible by Govt. (Government of India) (if any) shall be paid extra by us. No charges would be payable by the Institute.
3. I/We undertake that the information given in this tender/ bid are true and correct in all respect.

Signature of the bidder with seal.

Date:

Place:

Annexure- VII

Declaration of Bid Security

Name of the e-Tender: Engaging Agency for providing services at Beverage Centre at AIIMS, Bhubaneswar

To

**The Director
AIIMS, Bhubaneswar
Sijua, Patrapada,
Bhubaneswar- 751 019**

Dear Madam/ Sir,

I/We Mr./ Ms. _____ authorized person to sign the bid document for Tender for Engaging Agency for providing services at Beverage Centre at AIIMS, Bhubaneswar do hereby declare that I/We have gone through the entire tender documents including terms and conditions mentioned in the Tender document and undertake to comply with them.

I/We declare that we are exempt for submission of EMD against this tender as per notification _____ *(relevant certificate to this effect is attached)* with the tender documents.

If we withdraw or modify the bids during the period of validity, or if we are awarded the contract and fail to sign the contract, or to submit a performance security before the deadline as defined in the tender document/ LoA, we will be suspended for the period of time specified in the debarment clause in tender document from being eligible to submit Bids/ Proposals for contract with AIIMS, Bhubaneswar.

Signature of the bidder with seal.
Name(s) of the Bidder

Date:
Place:

Form of Performance Guarantee / Bank Guarantee Bond

In consideration of the Director of All India Institute of Medical Sciences Bhubaneswar (hereinafter called "AIIMS Bhubaneswar") having offered to accept the terms and conditions of the proposed agreement between AIIMS Bhubaneswar and (hereinafter called "the said Vendor(s)") for the supply, installation & commissioning of (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. (Rupees only) as a bid security/performance guarantee from the vendor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement with reference to tender No.....

1. We, (hereinafter referred to as "the Bank") hereby undertake to pay to the AIIMS Bhubaneswar an amount not exceeding Rs. (Rupees..... Only) on demand by the AIIMS Bhubaneswar.

2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the AIIMS Bhubaneswar stating that the amount claimed as required to meet the recoveries due or likely to be due from the said vendor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupeesonly)

3. We, the said bank further undertake to pay the AIIMS Bhubaneswar any money so demanded notwithstanding any dispute or disputes raised by the vendor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the vendor(s) shall have no claim against us for making such payment.

4. We, (indicate the name of 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 agreement and that it shall continue to be enforceable till all the dues of the AIIMS Bhubaneswar under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Director AIIMS Bhubaneswar on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Vendor(s) and accordingly discharges this guarantee.

5. We, (indicate the name of the Bank) further agree with the AIIMS Bhubaneswar that the Institute shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Vendor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said vendor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor(s) or for any forbearance, act of omission on the part of the AIIMS Bhubaneswar or any indulgence by the AIIMS Bhubaneswar to the said Vendor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor(s).

7. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the AIIMS Bhubaneswar in writing.

8. This guarantee shall be valid up tounless extended on demand by the AIIMS Bhubaneswar. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated theday offor.....(indicate the name of the Bank)

(Name, designation and code No. of the Bank Officer(s) signing the guarantee)

(Address & other details of the Controlling Officer of the branch of the bank issuing the BG)

Contract Form

(To be made on Rs 100.00 Non Judicial Stamp/E Stamp Paper)

FORMAT of Contract Agreement for

(RUNNING BEVERAGE CENTRE SERVICES AT AIIMS, BHUBANESWAR)

This agreement is made at Bhubaneswar on the _____ day _____ month of Two Thousand Twenty-Two between **All India Institute of Medical Sciences (AIIMS) Bhubaneswar, Sijua, Dumuduma, Bhubaneswar-751019 (Odisha)** (hereinafter called '**Client**' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the **First Party**.

BETWEEN

M/s. _____, having its registered office at _____ (hereinafter called the '**Contractor/ Agency**' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the **Second Party**.

WHEREAS the '**Client**' is desirous to engage the '**Contractor**' for **running Beverage Centre Services** on e-Tender basis at AIIMS Bhubaneswar for which the '**Contractor**' has accepted the terms and conditions as per the Tender document for execution and completion of supply as well as guarantee of trouble-free use of such reagents and rectification of defects therein.

Terms & Conditions of the Contract Agreement:

1. Period of Contract Agreement: The contract shall be valid for a period of 02 (Two) years from the date of award of contract. The contract may be extendable, subject to maximum period of 02 (Two) years (one year at a time), on the same terms and conditions or with some addition/ deletion/ modification as mutually agreed upon by the **contractor** and **All India Institute of Medical Sciences (AIIMS), Bhubaneswar**.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

- (a) Notice Inviting E-Tender, Instruction to Bidders (ITB).
- (b) General Conditions of Contract (GCC).
- (c) Special Condition of Contract.
- (d) Technical Specification
- (e) Technical and Financial Bid
- (f) Clarifications of Pre Bid queries and amendment/ corrigendum published before bid opening.
- (g) Amendment/corrigendum on any criteria
- (h) All the correspondence till award of contract i.e. Notification/Letter of Award.
- (i) Payment Terms: as per Terms & Conditions of the Tender Document

Contd. P/2...

3. Penalty, Fine & Recovery of Sums Due:

Penalties and Fine can be imposed on contractor in case they have caused loss to Client, loss can be financial as well as reputational. These losses may occur due to breach of contract/ agreement, faulty services, non/delayed payment to Client. Amount of penalties/ fine shall be settled/ recovered during next payments/ final settlements of the contractor.

Penalties and Fine are detailed below:

S. No.	Nature of Default	1st Instance	2nd Instance	3rd Instance
1.	Deficiency in quality of beverage/ snacks sold	Rs. 5,000/-	Rs. 15,000/-	Termination of Contract with forfeiture of PSD
2.	Deficiency in cleanliness and maintenance hygiene inside beverage centre	Rs. 5,000/-	Rs. 15,000/-	Termination of Contract with forfeiture of PSD
3.	Deficiency in cleanliness and maintenance of outside area of beverage centre including disposal of waste material	Rs. 5,000/-	Rs. 15,000/-	Termination of Contract with forfeiture of PSD
4.	Misconduct of persons engaged by contractor for the beverage centre	Rs. 5,000/-	Rs. 15,000/-	Termination of Contract with forfeiture of PSD
5.	Failure to adherence to approved rates/ menu	Rs. 5,000/-	Rs. 15,000/-	Termination of Contract with forfeiture of PSD

4. Upon selection of the Contractor, if at any stage, the documents furnished by him/her is found to be false or the quality of the items to be sold at beverage centre are found to be of poor quality/different specifications, or rates are higher than the rates approved by the client it would be deemed to be a breach of terms of contract and the contract shall be cancelled and performance security shall be forfeited.

5. AIIMS Bhubaneswar shall not be responsible for any financial loss or other damage or injury to any item supplied or person deployed by the contractor in the course of their performing the duties in connection with this tender/ Notification of Award.

6. The electricity usage by the contractor will be in compliance with following terms & conditions:

(a) Contractor will provide the electricity sub-meter duly checked and sealed by the Electricity Department under Government of Odisha along with security deposit of **Rs. 10,000/- (Rupees Ten Thousand Only)** and calibration certificate of the electricity sub-meter duly certified by the Authorized testing agency.

(b) The electricity sub-meter shall be installed by the Electrical Division of AIIMS, Bhubaneswar

(c) Contractor will be required to pay electricity charges to AIIMS, Bhubaneswar on actual basis as per sub-meter reading and calculated by Electrical Division of AIIMS, Bhubaneswar along with pro-rata fixed charges levied by the Electricity Board.

(d) The electricity charges will be paid by the contractor on or before 10th day of every succeeding month.

(e) If the contractor fails to pay the electricity charges by 10th day of every succeeding month, penalty/fine @ 2% of bill amount shall be charged for each month of delayed payment.

Contd. P/3...

7. The water usage by the contractor will be in compliance with following terms & conditions:

- (a) Contractor has to provide the water meter duly checked and calibrated by authorized testing agency or appropriate authority.
- (b) The sub-meter/meter for water supply shall be installed by Civil Engineering Division of AIIMS, Bhubaneswar.
- (c) Contractor will be required to pay water tariff/charges to AIIMS, Bhubaneswar on actual basis as per meter reading. Water tariff shall automatically increase by 5% every year.
- (d) The water tariff/charges will be paid by the contractor on or before 10th day of every succeeding month.
- (e) If the contractor fails to pay the water tariff/charges by 10th day of every succeeding month, penalty/fine @ 5% of bill amount shall be charged for every month of delayed payment.

8. The Payment of Rent for the space provided to the Contractor for running beverage centre will be in compliance with following terms & conditions:

- (a) The Rent will be paid by the Contractor by 10th day of every succeeding month, failing which penalty @ 5% of due rent shall be charged for every month of delayed payment.
- (b) The Rent as per Award of Contract will be fixed for First year with increase in rent by 10 per cent for every subsequent year.

9. The rates approved by client for beverages/snacks to be sold at beverage centre shall remain valid throughout the period of contract and the request to increase the rates for any or all items, during the currency of contract, shall not be entertained at any stage.

10. The Competent Authority of AIIMS Bhubaneswar reserves the right to relax/ withdraw any of the terms and conditions mentioned in the Contract, in doing so if it is in the interest of the AIIMS Bhubaneswar. If at any time during the period of this contract, the client feels that performance of this contract is not beneficial to it, the Director, AIIMS, Bhubaneswar reserves the right to terminate this contract without assigning any reasons.

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, exception, epidemics, quarantine restriction, strikes, lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by the second party to the client within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract 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.

Further, if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, AIIMS, Bhubaneswar shall be at liberty to terminate the contract.

12. Price List of Beverages and Snacks: The **Beverages/ Snacks** to be sold by the Contractor is attached herewith as Annexure-I.

13. Performance Security: The Contractor have to furnish Performance Security of Rs. (Rupees) **(Performance Security Amount as per Award of Contract)** in shape of FDR/ TDR/ Irrevocable Bank Guarantee in the name of All India Institute of Medical Sciences, Bhubaneswar. The Performance Security should be kept valid for 26 months i.e. Two years + Two months after completion of obligations under the contract.

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

Contd. P/4...

15. Right to call upon information regarding status of contract: The AIIMS, BBSR will have the right to call upon information regarding status of contract at any point of time.

13. Legal Jurisdiction: The agreement shall be deemed to have been concluded in Bhubaneswar, Odisha and all obligations here under shall be deemed to be located at Bhubaneswar, Odisha and Court within Bhubaneswar, Odisha will have Jurisdiction to the exclusion of other courts.

14. Obligation of the Contractor: The Contractor shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The contractor shall keep AIIMS, Bhubaneswar fully indemnified against liability of tax, interest, penalty if any imposed by any statutory authority of this contract and paid on behalf of the contractor.

15. In addition to above, all other terms and conditions express and implied and essential for execution of this agreement as per Tender enquiry document will form part of this agreement.

THIS AGREEMENT will take effect from _____ Day _____ Month of _____ Two Thousand Twenty-Two and shall be valid for Two Years.

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 Bhubaneswar in the presence of the witness:

For and on behalf of the 'Contractor /Agency' Signature of the Authorized Official Name of the Official Seal of the 'Contractor/ Agency' Signed, sealed and delivered by the said official of Contractor in presence of	For and on behalf of the 'Director, AIIMS, Bhubaneswar' Signature of the Authorized Officer Name of the Officer Seal of the Authorized Officer Signed, sealed and delivered by the said officer in presence of
Witness: _____ Name: _____ Address: _____ _____ _____	Witness: _____ Name: _____ Address: _____ _____ _____

E-TENDERING INSTRUCTIONS TO BIDDERS

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 BHUBANESWAR has decided to use the portal www.tenderwizard.com/AIIMSBBSR, <https://eprocure.gov.in> or www.aiimsbhubaneswar.nic.in

Instructions:

1. Tender Bidding Methodology:

Two Stage Online Bidding

2. Broad outline of activities from prospective Bidders:

1. Procure a Class III Digital Signature Certificate (DSC)
2. Register on the e-Procurement portal www.tenderwizard.com/AIIMSBBSR
3. Create Users on the above portal
4. View Notice Inviting Tender (NIT) on the above portal
5. Download Official Copy of Tender Documents from the above portal
6. Seek Clarification to Tender Documents on the above portal. View response to queries of bidders, posted as addendum, by AIIMS, BBSR
7. Bid-Submission on the above portal.
8. Attend Public Online Tender Opening Event (TOE) on the above portal - Opening of Technical Part
9. Post-TOE Clarification on the above portal (Optional) – Respond to AIIMSBBSR's Post-TOE queries.
10. Attend Public Online Tender Opening Event (TOE) on the above portal - Opening of Financial Part (Only for Technical Responsive Bidders)

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the above portal.

3. 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>].

4. Registration:

To use the Electronic Tender portal www.tenderwizard.com/AIIMSBBSR, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons vis-à-vis Authorized 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.

1. The Bidder must ensure that after following above, the status of bid submission must become – "Submitted".

2. 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.
3. 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.
4. 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.

Bid submission

The entire bid-submission would be online on the Tender wizard portal i.e. <https://www.tenderwizard.com/AIIMSBBSR>

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 to establish 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 copy of duly filled price schedule as **Annexure** is to be uploaded.

Processing Fee: Firm have to 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.

Offline Submissions:

The bidder is requested to submit the following documents offline to **The Sr. Procurement-cum Store Officer, AIIMS, Sijua, Bhubaneswar (Odisha) – 751019** on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (name of the tender), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

1. EMD-Bid Security in Original, in shape of FDR/BG only pledged in favour of AIIMS, Bhubaneswar, valid for a period 180 days
2. Documents as Per NIET

Public Online Tender Opening Event (TOE)

The e-Procurement portal offers a unique facility for 'Public Online Tender Opening Event (TOE). Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices.

For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized. Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on the portal. As soon as a Bid is decrypted, the salient points of the Bids are simultaneously made available for downloading by all participating bidders. The medium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'. The portal provides a unique facility of 'Online Comparison Statement' which is dynamically updated as each online bid is opened. The format of the Statement is based on inputs provided by the Buyer for each Tender. The information in the Comparison Statement is based on the data

submitted by the Bidders. A detailed Technical and / or Financial Comparison Statement enhance Transparency. Detailed instructions are given on relevant screens. The portal has a unique facility of a detailed report titled 'Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/Downloading'. There are many more facilities and features on the portal. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

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 AIIMSBBSR by the bidders in time, then AIIMSBBSR will promptly reschedule the affected event(s).

Other Instructions

For further instructions, the vendor should visit the home-page 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.

Important Note: 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.

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

1. Obtain individual Digital Signature Certificate (DSC) well in advance of your first tender submission deadline on the portal.
2. Register your organization on the portal well in advance of your first tender submission deadline on the portal
3. Get your organization's concerned executives trained on the portal well in advance of your first tender submission deadline on the portal
4. 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 relevant at all times. 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 and every registered bidder under this portal shall be imparted by the ASP, M/s. ITI, Bhubaneswar, if required, before participation in the online tendering.

For any further assistance, please contact Mr Swadesh Kumar Bal (07377708585/ 09776823641), Helpdesk-011-49424365, ITI email ID for mailing communication:- twhelpdesk404@gmail.com / twhelpdesk680@gmail.com / twhelpdesk614@gmail.com