

Tender for UTILITY SHOP (Photo copy, Stationery Services for Students, Staff & Visitors etc.) AT AIIMS BHUBANESWAR



Issue/Publishing Date	:	25/07/2023
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Pre Bid Meeting	:	01/08/2023 (3:00 PM)
Start date and time of submission.	:	10/08/2023 (3:00 PM)
Closing date & Time of Submission	:	31/08/2023 (5:00 PM)
Date & time of online Technical Bid opening.	:	02/09/2023 (11:00 PM)
Date & time of opening of Price Bid	:	Will be informed to the Technically qualified Bidders.

All India Institute of Medical Sciences

Sijua, (Patrapada), Dumuduma
Bhubaneswar - 751019

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, BHUBANESWAR

(An Autonomous Institute of Ministry of Health & Family Welfare, Govt. of India)

Sijua, Patrapada, Bhubaneswar - 751019

website : www.aiimsbhubaneswar.edu.in, Tel : 0674 -2476044

E-TENDER DOCUMENT

Name of the e-Tender : Running of Utility Shop (Photocopy & Stationery services for Students, Staff & Visitors etc.) at AIIMS, Bhubaneswar.

Notice Inviting E-Tender

E -Tender No./AIIMS/BBSR/ADMIN/CMS/962/2022-23/16

Dated 25-07-2023

The Director, AIIMS Bhubaneswar, invites E-Bids in Two Bid System (i.e. Technical Bid and Financial Bid) from eligible Companies / Firms / Individuals online through Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) as per terms and conditions contained in this document for satisfactory performance for Running of **Utility Shop** (Photocopy & Stationery services for students, staff & visitors) at AIIMS Bhubaneswar as per the details mentioned in Technical Bid. The duration of the contract shall be initially for a period of 2(TWO) years from the date of award of contract and extendable up to 1 (one) year on mutually agreeable terms & conditions.

The Bidder is expected to examine all Instructions, Terms and Conditions, Forms, and Specifications in the bidding document. The bid should be 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 on 04.06.2020 and 16.09.2020 of MoC&I (DIPP), Govt. of India and the condition of prior turnover and prior experience may be relaxed for start-ups (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 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://eprocure.gov.in/eprocure/app>

For any technical related queries please call at 24 x 7 Help Desk Number
0120-4001 002, 0120-4001 005, 0120-6277 787

Email for Support Technical: [support-eproc\(at\)nic\(dot\)in](mailto:support-eproc(at)nic(dot)in)

Email for Policy Related - [cppp-doe\(at\)nic\(dot\)in](mailto:cppp-doe(at)nic(dot)in).

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Sr. Procurement-cum Store Officer(I/C)
AIIMS, Bhubaneswar

E-TENDERING SCHEDULE

Name of the e-Tender : Running of Utility Shop (Photocopy & Stationery services for Students, Staff & Visitors etc.) at AIIMS, Bhubaneswar.

Date of availability of E-Tender document in the website	As per Central Public Procurement Portal https://eprocure.gov.in/eprocure/app ,
Last Date of downloading/ participating in the E-Tendering Solution for this E-Tender	As per Central Public Procurement Portal https://eprocure.gov.in/eprocure/app ,
Date, Time & Place of submission of Hard Copies of indicated/ desired documents in the Sealed Envelope	As per Central Public Procurement Portal https://eprocure.gov.in/eprocure/app , in the Tender box kept in the Mini Board Room, Director's Office, 1st Floor, Admin Building, 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://eprocure.gov.in/eprocure/app , In case the Scheduled date is declared Holiday the tender shall be opened on next working day.
Tender Document Cost payable to AIIMS Bhubaneswar	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://eprocure.gov.in/eprocure/app,
Bid Security/ EMD	Rs.5,000/- (Rs. Five Thousand only)
Validity of Bid	90 (Ninety) days from the last date of bid submission.
Performance Security	06 (six) months quoted rent
Validity of Performance security	26 months

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 for **90 days** from the date of opening of the bid.
- 1.4 **Bidder' Eligibility:** Tender should be quoted only by the original Shop Owner or by their authorized selling agent. Bidder other than Shop Owner shall submit a current authority letter from the original Shop Owner concerned in the format given at "**Annexure-III**".
 - 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/ State Government from participation in Tender Processes of all of its entities.
 - 1.4.5 The bidder must not be of the near relations of executives of Procuring Entity involved in this Tender Process.
 - 1.4.6 Service providers having adequate experience in running same/similar type of Utility Shop in Government departments, Public Sector Undertakings, renowned Private educational institutions may apply along with sufficient proof of their experience and ability of running the shop.
 - 1.4.7 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 nonresponsive.
 - 1.4.8 In case where the Shop Owner has submitted the bid, the bids of its authorised selling agent will not be considered and EMD will be returned.
- 1.5 Bidders are required to quote Higher rate of License Fee (Rent) over and above the minimum rent fixed as per their paying capacity. The minimum rent fixed for the shop as per Government rules are exclusive of GST. GST will be paid extra by the selected vendor over their quoted rate. The quoted rate will be increased by 10% every year till the currency of the contract.

1.6 Earnest Money Deposit (Bid Security):

Item No.	Description	Qty.	EMD (Rs.)
1	Utility Shop	01 no.	Rs.5,000/-

- 1.6.1 The bidder needs to submit **Bid Security** as mentioned above in the form of FDR (duly endorsed by the issuing bank in favour of AIIMS Bhubaneswar) or Bank Guarantee in favour of “**AIIMS Bhubaneswar**” valid for a period of 180 days issued by a scheduled commercial bank and its legible scanned copy must be uploaded in the E-Tendering Solution and Hard copy of the EMD 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 Date and Time of Submission of e-Bid.

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 bidder submitting such instrument shall be black listed and shall be debarred from participating in future tenders of the Institute.

The EMD of the successful bidder shall be returned after the successful completion of the contract (in case of failure by the bidder, EMD will be forfeited) and in case of unsuccessful bidders, the same will be returned after award of the contract. **AIIMS, Bhubaneswar shall not pay any interest on EMD to any bidder.**

- 1.6.2 **Exemption:** Firms registered with NSIC (for operating Utility Shop) 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.
- 1.6.3 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 **01/08/2023 at 3.00 PM** 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).

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 of 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. stokee_anup@aiimsbhubaneswar.edu.in, so@aiimsbhubaneswar.edu.in & spo@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, BBSR website

(ii) At any time till **7 (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 the bidding document through amendment. All amendments will be uploaded on the website regularly. AIIMS, BBSR shall not be responsible to notify the amendments to individual bidders. All amendments by the AIIMS, BBSR till 7 (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 2 (Two) parts online:

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 online in the given format as per Annexure-VI.

1.10.2.2 The quoted rate should be for License Fee (Rent) over and above the amount provided in this document plus GST (percentage of GST must be mentioned clearly).

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 Bidder who has quoted the **Highest Price** for License Fee (Rent).

1.10.2.7 Prices quoted by Bidder shall remain firm and fixed during the 1st year of the contract and will be increased as per tender terms in subsequent year(s).

1.10.3 Manual Submission of Following Document in **original**:

The following documents are to be sent to Sr. Procurement-cum Store Officer, AIIMS, Bhubaneswar- 751019, separately in a sealed envelope superscripted as: e-Tender for Running of **Utility Shop** at AIIMS, Bhubaneswar. The sealed envelope should reach on or before the last date & time of submission of e-Tender online.

- a. Original copy of EMD as mentioned at 1.6 & 1.6.1 in the tender document.
- b. Undertaking for acceptance of all Terms & Conditions as per **Annexure- I**.
- c. Eligibility Declaration Notarized on Indian Non-judicial stamp paper of Rs.10/- as per **Annexure-II**
- d. Details of Shop Owner with address of existing Shop, Equipment available and varieties maintained.
- e. Documents that are technically relevant and supportive to the bid.
- f. In case of Multi chain store, authorization certificate in case of authorized distributor/franchisee of OSO as per **Annexure- III**.
- g. The Performance Statement of the Bidder as per **Annexure – IV**.

1.11 **Withdrawal, Substitution and Modification of Tender:**

No bid will be allowed to be 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 **Bid Opening:**

The Technical Bid will be opened online as per schedule mentioned in E-Tender Schedule. The bidder(s) or their authorised 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 same time.

1.13 **Evaluation of Bid :**

The bid will be evaluated as per the documents asked in this bid and contract will be awarded to the bidder who has quoted highest price towards Licence fee (Rent) exclusive of GST subject to above mentioned conditions.

1.14 **Disclaimers and Rights of Procuring Entity :**

The issue of the Tender Document does not imply that the Procuring Entity is bound to select Bid(s) and it reserves the right to reject any or all of the Bids or cancel the tender process; or abandon the procurement process; or issue another tender for same or similar services, without assigning any reason.

Sr. Procurement-cum Store Officer (I/C)
AIIMS Bhubaneswar

2.0 GENERAL TERMS AND CONDITIONS :

- 2.1 The validity of the Bid /Tender Document shall be for 90 days from the date of opening of the bid.
- 2.2 Tenders should be quoted only by the Original Shop Owner (OSO) or their authorized distributor/ franchisee or selling agent, who shall submit a current authority letter in support of the same from the OSO concerned in the format given at “Annexure-III”.
- 2.3 Bidders are required to quote Licence fee (Rent) exclusive of GST subject to minimum rent provided in this document. Before quoting their price the bidder may visit the site/ location of the store for their convenience.
- 2.4 The model of the photocopier machine offered should be of latest technology/ model and should not be refurbished or obsolete and must deliver good quality photo copy to the users. The ownership and maintenance of the machine shall lie with the shop owner and AIIMS Bhubaneswar has nothing to do in this regard.
- 2.5 The shop owner is required to keep adequate quantity and variety of office/ college stationeries that are required for general use by students, staff and visitors to the Institute. Sell of food items, beverages, chocolates, cold drinks, grocery items, cosmetics etc. is not permissible.
- 2.6 The Bidder is required to provide the photocopy and stationery services at the reasonable price which should not be more than that are available in the local market. If at any point of time if it is found that the selected vendor is charging exorbitant price of any item, the contract will be liable for termination.
- 2.7 AIIMS Bhubaneswar will not guarantee any minimum business criteria to the bidders under any circumstances.
- 2.8 The selected bidder will be required to deposit monthly quoted rent plus GST on regular basis by the 10th day of following month positively failing which penalty may be charged as decided by the Competent Authority of AIIMS Bhubaneswar.
- 2.9 The selected bidder will be required to deposit electricity and water charges as per actual consumption measured through a sub-meter on regular basis within seven days of communication failing which penalty may be charged as decided by the Competent Authority of AIIMS Bhubaneswar.
- 2.10 In case of emergencies, any office of the AIIMS Bhubaneswar may require some items of stationeries for its office use. In such cases, the selected bidder may be asked to provide quotation for required items and supply such items against an order which is to be honoured by the selected bidder with reasonable rates and payment shall be made within a month of submission of the invoice/bill.
- 2.11 The Delivery of services by the selected bidder shall be made over the counter against payment of the value. Any credit transaction with anybody shall be at owner's risk and AIIMS Bhubaneswar authorities will not be held responsible/ liable for any credit transaction or non-payment under any circumstances except any official orders.
- 2.12 The person(s) deployed by the selected bidder at the counter for delivery of services should be of above eighteen years old, courteous, sober and well behaved in nature. The contractor shall maintain hygiene and cleanliness of the area and also be responsible for disposal of garbage if any.
- 2.13 The furniture and fixtures required for stocking and display of required items shall be at the cost of the bidder. AIIMS Bhubaneswar will provide only the vacate room/ space/ premises within its campus against a monthly rent.
- 2.14 The safety and security of the merchandise and furniture & fixtures and insurance of the same shall be at owner's risk and costs. AIIMS Bhubaneswar shall not be held responsible for any theft, pilferage and loss of any other nature under any circumstances.

2.15 PAYMENTS :

- 2.15.1 For processing the payment against any official order, the supplier has to submit two copies of Invoice along with receipted challan copy duly counter signed by the user department. Supplier's Bank Account should be mentioned in all invoices.
- 2.15.2 All payments shall be made in Indian Rupees only by way of direct transfer to the supplier's bank account.
- 2.15.3 The service provider should deposit their monthly dues like License Fee (Rent) within 7th day of the succeeding month and Electricity & water dues within 7 days of communication to them failing which penalty @0.5% (zero point five percent) will be charged per week or part thereof.

2.16 PERFORMANCE SECURITY DEPOSIT:

- 2.16.1 The successful Bidder will be liable to deposit 6 (six) months quoted rent 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.
- 2.16.2 The Performance Security should be valid for at least 26 months from date of agreement, which is refundable after 2 months of expiry of the contract 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.
- 2.16.3 The Security Deposit is liable to be forfeited if the bidder withdraws or impairs or derogates the bid in any respect.
- 2.16.4 The amount of penalty/fine if any imposed upon the contractor and any damage caused to the property of AIIMS, Bhubaneswar will be deducted from the amount of Performance Security and the rest will be returned to the contractor after completion of the contract period.
- 2.17 The Director, AIIMS Bhubaneswar has full authority to take into account the performance of the selected bidder to testify the proper dealing & performance in connection with this contract.

2.18 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.

2.19 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.

2.20 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.

2.21 OTHERS:-

- 2.21.1 After due evaluation of the bid, Institute will award the contract to the responsive Bidder who has quoted the Highest price towards Licence fee (Rent) exclusive of GST.
- 2.21.2 The furniture and fixtures required for stocking and display of required items shall be at the cost of the bidder.
- 2.21.3 The Shop premises (inside and outside) should not be used for any other purpose except for running the utility shop and that the walls and surroundings of the shop should not be used for display of wall posters, writings etc. The contractor is responsible for minor repair and replacement works with electrical fittings without any expenses to the Institute.
- 2.21.4 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.
- 2.21.5 The AIIMS Bhubaneswar shall not be responsible for any financial loss or other damage or injury to any person or item deployed/supplied by the selected bidder during the course of their performing the duties in connection with this contract.
- 2.21.6 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.
- 2.21.7 In case of any lapses in services, delivery and quality, the contract shall be terminated by serving one month notice. If the contractor wishes to terminate the contract, they may do so by giving advance notice of at least four (4) months to the Institute.
- 2.21.8 Sudden closure of the services without prior permission of the Institute may result in cancellation of the contract and forfeiture of the Security Deposit.
- 2.21.9 The contractor is required to vacate the demised premises on expiry of the contract period or till the period of extension granted. However, if they fail to vacate the premises as stipulated, they will be liable to pay penalty of Rs.1,000/- (Rupees One Thousand) per day after seven days of expiry of the contract period (original/ extended as the case may be) which may be adjusted from the Performance Security Deposit(PSD) of the contractor. If the PSD gets exhausted, immediate eviction process will be started by the Institute.

2.22.1 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.

2.22.2 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.
- 2.23 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.
- 2.24 The contract may be terminated by the Contractor after giving a notice of four months whereas AIIMS, Bhubaneswar can terminate the contract after giving one month notice period.
- 2.25 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.
- 2.27 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).

Seal & Signature of Bidder

3. Technical Bid (Specification) :

Name of the e-Tender: Running of **Utility Shop** at AIIMS, Bhubaneswar.

3.1 Schedule of Requirements:

The institute requires to run one Utility Shop (Photo copy and Stationery services) within its campus for use by the students, staff and visitors.

3.1.1 The selected bidder will install a good quality/ branded photocopier machine(s) at the designated shop to provide photocopier need of students staff and visitors at a reasonable price.

3.1.2 The vendor will keep adequate quantity of stationery items like Note books, copies, paper, pen, pencil, erasures adhesives, gums and other items as per need of students & staff.

3.2 Technical Bid (Submission Format):

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

Sl no.	Details / Particulars	Uploaded (Yes/No)	Page No
A	(To be Mentioned in the Letter head of the Firm). Name & Address of Bidder with phone number, email-id. Specify whether a Proprietorship/ Partnership firm/ Company Name of Proprietor /Partner/Managing Director/Director.		
B	Name, address & designation of the authorized person for signing the bid documents. (Authorization should be made in Letter head of the Organisation by its competent person(s)/ Board of members)		
C	Copy of Registration Certificate issued under Shop & Establishment Act (Trade License/Municipal License by Bhubaneswar/other Municipal Corporation or any other statutory body)		
D	PAN No. (enclose the self-attested copy of PAN Card)		
E	GST No. (enclose GST Registration Certificate of the firm)		
F	Income Tax Return for the last Three years. (Relating to F.Y. 2019-20, 2020-21 & 2021-22)		
G	Annual Turn Over Certificate for last Three Financial Years (Duly signed by Chartered Accountant) along with Financial Statements of last three 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 and technical specifications.)		
H	Details of the Earnest Money Deposit (EMD) Rs.5,000/- FDR/BG No. Date: valid up to:		
I	Firms registered with NSIC for Sale of stationery or photocopy services and are claiming exemption for submission of EMD (subject to the financial limits indicated		

	in the NSIC certificate) must enclose copy of NSIC Certificate in full.		
J	Whether the firm is a Registered firm under MSME or SSI . MSME registered bidders are to mention UAM (Udyog Aadhar Memorandum) number issued by MSME. Whether declaration of UAM number by the bidder on CPPP has been made or not. (attach copy of such certificate(s) in full).		
K	Undertaking for acceptance of all Terms & Conditions in original (Annexure-I).		
L	Notarised affidavit as per Annexure –II on Indian Non Judicial Stamp Paper of Rs.10/-. (If you don't submit this, your tender will be out rightly rejected.)		
M	OSO's Authorisation form as per Annexure – III		
N	Have you previously run any Utility Shop at any government / reputed private organization? If yes, to list Major Customers to be given on a separate sheet as per Annexure – IV. (Work Order/PO copies of similar business must be enclosed.)		
O	Financial Bid as per Annexure – V (Note: to be submitted on line only)		
P	Manual Submission of Documents		
Q	Bank Details : 1. Beneficiary Name : 2. Bank Name : 3. Account No : 4. IFSC Code : 5. Branch Address :		
R	Any other information, if necessary		

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 Running of Utility Shop (Photocopy & Stationery 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 law and taxation regulatory requirements and authorization for signatories and related documents are submitted herewith.

We are submitting this bid as authorised dealer/franchisee offering goods/ services dealt by our OSO. Our OSO's law and taxation regulatory requirements and authorization for signatories and related documents are submitted in Annexure-III (OSO's Authorization).

We hereby certify that We / our Principals/ OSO M/s..... are proven, established, and reputed business records with office at

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

We offer to supply the subject Goods/services of requisite quality in conformity with the Tender Document.

We have submitted the Bid Security of Rs. 5,000/- in shape of FDR/BG. No. _____ date _____ valid up to _____ and other documents as required under this bid.

Signature of the bidder with seal

Annexure-I

Name of the E-Tender: Running of Utility Shop at AIIMS, Bhubaneswar.

UNDERTAKING

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

To

**The Executive 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-751019 to supply the approved/ awarded services at reasonable prices to AIIMS Bhubaneswar.
3. The Equipment to be installed shall 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 hereby undertake to supply the services during the validity of tender as per directions given in the NoA within stipulated period positively.
6. I/We undertake that the items to be supplied are as per the requirement at the Institute.
7. If I/We fail to supply the services in 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 it is deemed necessary to change any article on being found of inferior quality, it shall be replaced by me/us free of cost in time to prevent inconvenience.
9. Performance security equivalent to six months rent as quoted by me 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 Nationalised / Commercial Bank and shall remain in the custody of the Director, AIIMS BBSR till the validity of the contract period plus two month (i.e. valid for 26 months from date of contract).
10. I/We declare that no legal/financial irregularities are pending against the proprietor/Partner/Director of the tendering firm.
11. I/we do hereby confirm that the prices/rates to be charged are at par with the prices prevailing in the local market.
12. I/We undertake that if the rates of any items are lowered due to any reason, I will charge the lower rates.
13. I/we undertake to provide the required services diligently during the contract period and to solve any complaint regarding quality and quantity amicably, failing which any penalty as decided by AIIMS Bhubaneswar authorities shall be deducted from pending bill/ Performance Bank Guarantee before releasing the same to us.
16. 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 tendering authority 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.....

Tender Ref.: AIIMS/BBSR/ADMIN/CMS/962/2023/16

ANNEXURE – II

Name of the E-Tender: Running of Utility Shop 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/ organisation 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

Shop Owner's Authorisation Form

(The Bidder shall require the Shop Owner to fill in this form in accordance with the instructions indicated. This letter of authorisation should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.)

Date : ***Insert date (as day, month and year)*** of Bid Submission

Tender No. : ***(Insert number from Invitation for Bids.)***

To
The Director
AIIMS Bhubaneswar
Sijua, Odisha, India

WHEREAS

We (***Insert Complete name of Shop Owner***), who are official Owner in (***Insert type of goods dealt***), having Office at (***insert full address of Shop Owner***), do hereby authorise (***Insert Complete Name of Bidder***) to submit a bid the purpose of which is to provide the following goods/services dealt by us (***insert name and or brief description of the services***), and to subsequently negotiate and sign the contract.

We accept the Terms and Conditions mentioned in the tender documents of AIIMS Bhubaneswar.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorized agent including availability of required goods and services to AIIMS Bhubaneswar.

Signed : (***insert signature of authorised representative of the Shop Owner***)

Name : (***insert complete name of authorised representative of the Shop Owner***)

Duly authorised to sign this authorisation of behalf of: (***insert complete name of Shop Owner***)

Date on _____ day of _____, _____ (***insert date of signing***)

Annexure – IV**Performance Statement Form**

Name of the Firm

Sl No.	Order placed by (Full address of the organisation)	Order No. & date	Value of order	Has the shop run satisfactorily (Yes/No)

Signature and seal of the manufacturer / Bidder

Place :**Date :**

Note : Documents to be attached in support of the above (i.e., recent PO copies for running of similar shop at other AIIMS/ INI/ PSU/ reputed private institutions).

Annexure- V**Financial Bid**

Sl. No	Name of Equipment	Rate Per month	GST (%)	Total Amount (including GST)
1.	Minimum Monthly License Fee (Rent)	Rs.1,810.00	18%	Rs.2,136.00
<i>To be quoted by the Bidder</i>				
2.	Monthly License Fee (Rent)			

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. The above quoted rate is monthly rent payable to AIIMS Bhubaneswar exclusive of other charges like electricity and water payable to the Institute. We also accept revision of rent as mentioned in the tender document.
3. That I/We shall supply the requisite services as per tender terms.
4. That the services will be provided as per conditions of GTC.
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:

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 Utility Shop

THIS AGREEMENT is made this _____ day of _____ Two Thousand Twenty three Between **The Executive Director of AIIMS Bhubaneswar ,Odisha** represented by authorised officer _____ hereinafter referred to as “The client” (which expression shall unless excluded by or repugnant to the context including his successor or successors for the time being holding the said office of the AIIMS) of the First Part

And

M/s. _____ having its registered office at _____ hereinafter referred to as 'the Contractor' (in which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successor or successors and assigns) of the Second Part.

WHEREAS the AIIMS BHUBANESWAR IS ABSOLUTELY seized and possessed or otherwise well and sufficiently entitled to open a Utility Shop at AIIMS, Bhubaneswar campus, Odisha - 751 019 area a measuring approximately **120sq. ft.** Hereinafter called the said premises.

AND WHEREAS the Director AIIMS Bhubaneswar in pursuance of power vested in him/her has invited Tender for Running Utility Shop at AIIMS, Bhubaneswar, Odisha - 751 019. And Whereas Contractor's Tender was accepted by the Director AIIMS Bhubaneswar on the Terms and Conditions herein specified. The Director AIIMS Bhubaneswar agrees to hand over the said premises at AIIMS Campus, admeasuring approx. 120 Sq. ft. To M/s _____ to run the same on Contract basis for a period of two years from _____ to _____ for the benefit of the students, staff of AIIMS Bhubaneswar and others vide LOA/ NOA No. _____ Dated _____.

AND WHEREAS the parties hereto are desirous of recording the Terms and Conditions on which the permission as aforesaid has been granted by the Director AIIMS to the Contractor. 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 issued during bidding process.
- (h) All the correspondence till award of contract i.e. Notification/Letter of Award.
- (i) Supply/Purchase Order placed to the vendor
- (j) Payment Terms: as per Terms & Conditions of the Tender Document

NOW THIS AGREEMENT WITNESSED AND it is hereby agreed by and between the parties hereto as follows:-

1. Director AIIMS Bhubaneswar hereby grants permission to open and run the Medical Shop vide sanction No. _____ dated _____ having area admeasuring approx. 11.20 sq. mtr. for two year from _____ to _____ on Contract basis in AIIMS, premises. This contract may be renewed for further **one** year at the discretion of The Director of AIIMS,

Bhubaneswar, Odisha, subject to satisfactory performance and an enhanced payment of compensation.

2. The Contractor hereby agreed to pay an amount of Rs. _____ (Rupees. _____ only) p.m. as rent as per the CPWD rate w.e.f. the date of award of the contract/ taking possession of the demised premises plus GST & 10% Escalation every year thereafter which will be deposited at Cash Section/ Accounts Dept., AIIMS, Bhubaneswar, Odisha - 751 019 before the 10th of every month, along with compensation failing which the AIIMS is entitled to recover the same with penal interest at the @ 0.50 % per week.
3. The contractor hereby agreed to pay Security Deposit equal to six months total rent by FDR/TDR/BG issued by a nationalized/ commercial bank to be endorsed/drawn in favour of AIIMS, Bhubaneswar, payable at Bhubaneswar.
4. The model of the photocopier machine offered should be of latest technology/ model and should not be refurbished or obsolete and must deliver good quality photo copy to the users. The ownership and maintenance of the machine shall lie with the shop owner and AIIMS Bhubaneswar has nothing to do in this regard.
5. The shop owner is required to keep adequate quantity and variety of office/ college stationeries that are required for general use by students, staff and visitors to the Institute. Sell of food items, beverages, chocolates, cold drinks, grocery items, cosmetics etc. is not permissible.
6. The Bidder is required to provide the photocopy and stationery services at the reasonable price which should not be more than that are available in the local market. If at any point of time if it is found that the selected vendor is charging exorbitant price of any item, the contract will be liable for termination.
7. AIIMS Bhubaneswar will not guarantee any minimum business criteria to the bidders under any circumstances.
8. The Contractor shall at its own cost appoint their own adequate staff to run the said shop as stated above to the satisfaction of The Director AIIMS. Such staff appointed by the Contractor shall not be treated as AIIMS Employees and shall not have any claim, charge or lien on AIIMS properties for any dues. Further the contractor shall not engage or employ any person suffering from any disease, contagious, infectious, or otherwise dangerous to human life and health.
9. The Delivery of services by the selected bidder shall be made over the counter against payment of the value. Any credit transaction with anybody shall be at owner's risk and AIIMS Bhubaneswar authorities will not be held responsible/ liable for any credit transaction or non-payment under any circumstances except any official orders.
10. The person(s) deployed by the selected bidder at the counter for delivery of services should be of above eighteen years old, courteous, sober and well behaved in nature. The contractor shall maintain hygiene and cleanliness of the area and also be responsible for disposal of garbage if any.
11. The Contractor agrees to pay all taxes & charges including Assessment Tax, electricity, water and other charges payable to the Municipal Corporation and other authorities regularly and it is further agreed that these charges are subject to revision as per the rules and provisions of law.
12. It is hereby agreed that if the performance of the Contractor is not found satisfactory then the AIIMS is entitle to terminate this Contract by giving one month notice and on receipt of the same

Contractor shall handover vacant and peaceful possession of this premises to the AIIMS on expiry of one month failing which AIIMS will be entitled to take over the possession and to remove the articles and equipment etc., from the said shop at the risk and cost of Contractor.

13. The Contractor shall at their own cost maintain and keep the said shop in good hygienic condition and will keep it neat and clean and shall make its own arrangement for removal of refuse and garbage as directed by authorities.
14. The Contractor shall not construct and or encroach upon the open space or any adjoining open space besides the space allotted to the Contractor and any such encroachment will be deemed to be breach of the due performance of these terms and conditions.
15. It is hereby agreed by and between parties that at all times the possession of the said premises shall be with the AIIMS who shall continue to enjoy the right to use and occupy the said premises.
16. It is hereby agreed that on expiry of period of permission or on earlier on its revocation, thereof, the Contractor shall at their own cost remove all articles and things belonging to them from the said premises at their own cost and handover vacant & peaceful possession. In default, the AIIMS shall be entitled to enter the premises and occupy the same and/or to put their own lock. The Contractor shall not be entitled to any compensation whatsoever on account of termination of this agreement.
17. The furniture and fixtures required for stocking and display of required items shall be at the cost of the bidder. AIIMS Bhubaneswar will provide only the vacate room/ space/ premises within its campus against a monthly rent.
18. The safety and security of the merchandise and furniture & fixtures and insurance of the same shall be at owner's risk and costs. AIIMS Bhubaneswar shall not be held responsible for any theft, pilferage and loss of any other nature under any circumstances.
19. In case of any lapses in services, delivery and quality, the contract shall be terminated by serving one month notice. If the contractor wishes to terminate the contract, they may do so by giving advance notice of at least four (4) months to the Institute.
20. Sudden closure of the services without prior permission of the Institute may result in cancellation of the contract and forfeiture of the Security Deposit.
21. The contractor is required to vacate the demised premises on expiry of the contract period or till the period of extension granted. However, if they fail to vacate the premises as stipulated, they will be liable to pay Liquidated Damage of Rs.1,000/- (Rupees One Thousand) per day after seven days of expiry of the contract period (original/ extended as the case may be) which may be adjusted from the Performance Security Deposit(PSD) of the contractor. If the PSD gets exhausted, immediate eviction process will be started by the Institute.
22. The Contractor shall furnish the names of the office bearer and the person employed by them to conduct this activity to the AIIMS and any changes therein from time to time and will provide Identity Card to all such persons.
23. The Contractor shall always remain faithful to the AIIMS and shall comply with the terms and conditions stated herein above in the interest of both the parties.
24. The Contractor shall keep the AIIMS its officers and servants harmless and indemnified from and against all losses, suits, damages, costs, charges, claims and demands of whatsoever nature preferred or made by any person or persons whomsoever by reason of the AIIMS allowing the contractor to permit to conduct of the said shop.

25. The Contractor shall be responsible for any damage, loss or injury whatsoever that may be caused at any time to any property of corporation or to any person or persons including the third party while conducting the said shop and all such damage, injury or loss, to the life or property shall be made good and or as the case may be shall be paid immediately by the Contractor to the satisfaction in all respects of the AIIMS.
26. The Contractor shall pay electricity charges for use of electricity for the said premises as per actual meter readings at prescribed rates and properly maintain the electrical fittings and fixtures such as fans tube etc.
27. The Contractor shall not assign, transfer or sublet the rights and liberties hereby granted or enter into any partnership with anyone or shall not create any charge, debt, lien or mortgage of whatsoever nature on the allotted Shop.
28. The Contractor shall not do anything or supposed to be done anything in the premises, which may cause nuisance or annoyance or inconvenience to the Institute staff.
29. Modification of the terms and conditions of this Agreement, including any modification of the scope of the services, may only be made by written agreement between the Director, AIIMS Bhubaneswar and Contractor.
30. In the event of the Contractor committing breach of any of the terms and conditions of this agreement or falls in arrears of the payment of the license fee and / or other charges for a period of aggregate three months, the Director AIIMS may revoke this permission and remove the belonging furniture etc. of the Contractor at his risk & cost.
31. The Contractor shall abide by all the rules and regulations in respect of GST Act 2017 as prescribed from time to time by the concerned authorities and shall be solely responsible for any breach thereof.
32. The Contractor shall be responsible for any misconduct on the part of his servants or any nuisance caused directly or indirectly by them.
33. Nothing herein contained shall purport operate to declare, assign limit or extinguish whether present or in future any right, title interest whether vested shall in all respects be construed as merely a license to run Utility Shop, subject to Terms and Conditions to be abided by Contractor.
34. AIIMS shall in no way be responsible or liable for any damage, loss, or injury caused to the property or person of the Contractor or to their employees from any causes whatsoever at any time.
35. The AIIMS shall not be party to the recovery of payment of any bills or dues from any of the Contractor's customers.

36. The contractor shall not cook or use gas stove, kerosene stoves in the premises of the shop.
37. The contractor shall deal with the general public politely and shall not conduct itself in such a way as to cause annoyance to anyone. That in case any dispute between the contractor and the patient/visitor/staff, the matter shall be referred to AIIMS authority whose decision shall be final and binding upon the contractor.
38. The Contractor shall take precaution against the fire risk.
39. 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.
40. 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.
41. All cost, charges and expenses to this agreement shall be borne by the Contractor.
42. IN WITNESS WHEREOF THE DIRECTOR AIIMS BHUBANESWAR represented by its authorised officer, and the Contractor have here unto set and subscribed their respective hands and seal the day and year first hereinabove written.

43.

For and on behalf of the ‘Vendor /Agency /Authorized Dealer’ Signature of the Authorized Official Name of the Official Seal of the ‘Vendor/ Agency/ Authorized Dealer’ Signed, sealed and delivered by the said official of Vendor 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: _____ _____ _____ _____

**INSTRUCTION TO BIDDERS FOR ONLINE REGISTRATION AND SUBMISSION OF
BIDS**

General: Bidder to follow all necessary instructions/guidelines available in Home page of Central Public Procurement Portal to register and to participate in the Tender.
For any technical related queries please call at 24 x 7 Help Desk Number

0120-4001 002

0120-4001 005

0120-6277 787

EMail Support:

For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

Technical: **support-eproc(at)nic(dot)in**

Policy Related: **cphp-doe(at)nic(dot)in**