



अखिल भारतीय आयुर्विज्ञान संस्थान (एम्स) कल्याणी
All India Institute of Medical Sciences (AIIMS) Kalyani
(स्वास्थ्य एवं परिवार कल्याण मंत्रालय, भारत सरकार के तत्वावधान में एक सांविधिकनिकाय)
(A Statutory Body under the Aegis of Ministry of Health and Family Welfare, GOI)
राष्ट्रीय राजमार्ग – 34, बसन्तपुर, सागूना, कल्याणी, ज़िला – नदिया, पश्चिम बंगाल - 741245
NH-34 Connector, Basantapur, Saguna, Kalyani, District Nadia, West Bengal 741245

Notice Inviting “**E-TENDER FOR MILK CUM VEGETABLE KIOSK AT AIIMS KALYANI**”

Tender No.641/ADMIN/GADM/4/2024-ADMIN/COMP-3835/ET-20

Dated: 16.01.2026

No	Scheduled of Teder	Start Date & Time
1.	Tender No.	641/ADMIN/GADM/4/2024-ADMIN/COMP-3835/ET-20
2.	Tender Issue Date	16.01.2026
3.	Bid Submission Start Date	16.01.2026
4.	Last Date of Submission Bids	06.02.2026 5 PM
5.	Opening of Technical Bid	06.02.2026 5:30 PM
6.	Pre-Bid Conference	27.01.2026 3 PM
7.	Estimated Bid Value	Rs. 20,00,000/-
8.	EMD (3% of Estimated Bid Value)	Rs. 60,000/-
10.	Performance Security (5% of the contract value)	To be known after Financial Bid/Forward auction

All India Institute of Medical Sciences, Kalyani

Website: www.aiimskalyani.edu.in

DISCLAIMER

This tender is not an offer by the All India Institute of Medical Sciences, Kalyani, but an invitation to receive offer from bidders/firm/agency etc. No contractual obligation whatsoever shall arise from this tender process unless and until a formal contract is signed and executed by duly authorized officers of AIIMS, Kalyani, with the selected bidder/firm/agency.

Notice Inviting Tender

All India Institute of Medical Sciences, KALYANI

Website: www.aiimskalyani.edu.in

AIIMS KALYANI is inviting bid from Government dairy/ reputed companies or their authorised dealers*/channel partner*/Franchisee* to run 1* (may be increased/decreased based on the discretion of the Competent authority) Milk cum Vegetable kiosk of that particular company the campus of AIIMS Kalyani.

This contract will be valid for **TWO YEARS to be extended up to 1 year** on satisfactory performance and approval of competent authority.

Instructions for the Bidders / The service providers:-

1. Bidders shall refer the following website for downloading the bid documents and participation in the e-tender:
 - a. website of AIIMS Kalyani: www.aiimskalyani.edu.in,
 - b. CPPP: www.eprocure.gov.in,
 - c. e –Tendering Portal of AIIMS, Kalyani: <https://aiimskalyani.ewizard.in/>
2. **The complete bidding process is online.** Bidders should be in possession of valid digital Signature Certificate (DSC) of class II or III for online submission of bids.
3. Prior to bidding DSC need to be registered on the website mentioned above.
4. For any assistance for e-bidding process, if required, bidder may contact to the helpdesk:
 - a. **Mr. Saikat Pal (09355030620)**
 - b. **Mr. Sk. Tariq Anwar (09355030608)**
 - c. **Helpdesk-01149606060,**
 - d. **E-mail ID for mailing communication:**
eprochelpdesk.38@gmail.com ,
eprochelpdesk.35@gmail.com ,
ewizardhelpdesk@gmail.com
5. Tenderer/Contractor/Bidders are advised to follow the instructions provided in the 'Instructions to the service providers/ Bidders for the e-submission of the bids online through <https://aiimskalyani.ewizard.in/> & website of AIIMS, Kalyani at www.aiimskalyani.edu.in.
6. Bid documents may be scanned **with 100 dpi with black and white option. NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS NOTICE INVITING TENDER.**
7. **Submission of Tender:**
The tender shall be submitted Online in two parts, viz., technical bid and

financial bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

The offers submitted by Fax/email shall not be considered. No correspondence will be entertained in this matter.

- I. The tenderers may submit tenders for all the items/tests mentioned to cover tender procedure as per Rule. Tenderers are advised to note the qualification criteria specified in the tender document to qualify for award of the contract.
- II. Tender document can be downloaded in e-Procurement portal at: www.eprocure.gov.in & website of AIIMS Kalyani at www.aiimskalyani.edu.in
- III. Tenderers/bidders can download tender document from the above address.
- IV. Tenders of only those Tenderers who fulfill the Terms and conditions of this tender will be considered for evaluation. The tender will undergo evaluation at every stage of processing and any tenderer found at any stage, not in conformity with the stipulated tender conditions including specification / found to be having defective and incomplete documents will be rejected.
- V. Interested eligible Tenderers may obtain further information from the Procurement Section, AIIMS, Kalyani, by e mail e-tender@aiimskalyani.edu.in, **provided that such request is received not later than 7(seven) days prior to the deadline for submission of bids.**
- VI. Corrigendum/ Addendum/ Modifications/ corrections/ pre-bid meeting proceedings if any will be published in the website only. Bidders/ tenderers can access tender documents on the website, fill them and submit the completed tender document into electronic tender on the website itself.
- VII. The tenderer should upload the documents as mentioned in Minimum Qualification Requirements in Technical bid otherwise the tender will be treated as rejected.
- VIII. The bidders are requested to download & upload the documents as early as possible. The Institute is not responsible, if the bidders are not able to access on the last day of submission due to simultaneous access of the website by many bidders or due to network jam etc.
- IX. The other details can be seen in the tender document.
- X. The Tender Accepting Authority reserves the right to accept/reject/cancel the tender partially or fully without assigning any reason at any stage of processing.
- XI. Tenders containing erasures, alternations and overwriting of the tender documents are liable to be rejected. Any corrections made by the bidder in the entries must be attested by him and should be clearly legible.
- XII. Canvassing in connection with tender is strictly prohibited and the tenders

- submitted by the bidders who resort to canvassing will be liable to rejection.
- XIII. Along with all the required documents, bidders have to submit all the annexures as prescribed below.
- XIV. **Earnest Money Deposit:** The bidders are required to submit Earnest Money Deposit (EMD) for an amount of Rs. 60,000.00 (Rupees Sixty Thousand only). In favor of "All India Institute of Medical Sciences, Kalyani". EMD may be paid through Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks. EMD can be paid also online to AIIMS Kalyani bank account in ICICI bank as per following details:

Account no. 527001000047
Name of Bank – ICICI Bank
Branch – Kalyani More (Code-5270)
IFSC Code – ICIC0005270
MICR Code – 741229203

The EMD of the successful Bidder shall be returned after the successful submission of Performance Bank Guarantee/ Performance Security Deposit. For unsuccessful bidder(s) it would be returned after award of the contract to the successful bidder. Bid(s) received without proof of submission/exemption of EMD will be rejected.

However, MSEs and Startup are exempted from submitting the EMD if they submit the required supporting document.

8. Flow of the bidding process will be as follows:

- A. Technical Qualification Evaluation
- B. Financial Bid
- C. Forward Auction

A. Technical Qualification Evaluation Criteria

In case the franchisee company / Original milk product producer is participating:

A.	The franchisee company / Original milk product producer must be a dairy registered with National Dairy Development Board or equivalent state government body and should have milk product under its own registered brand name .
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B.	<p>Experience Criteria:</p> <p>Case-1- If bidder and Original Milk producer is same- Minimum 2 years' experience of same entity.</p> <p>Case-2- If bidder and Original Milk producer is different- then Minimum 02 years' experience for any of the entity i.e. either bidder or Original Milk producer.</p>
C.	<p>Average Annual Turnover of the bidder (Certified from the Chartered Accountant) for last three financial years i.e., [2022-23,2023-24,2024-25] should be minimum Rs 20 lakh.</p>
D.	<p>The the franchisee company / Original milk product producer should have at least 1 similar kiosk operating in a Govt Organization (Central Govt/ State Govt/ Autonomous Organization/ central PSUs)</p>
E.	<p>The following documents must be provided.</p> <ol style="list-style-type: none"> 1.Valid trade licence certificate/ Enlistment certificate dealing with Food related activities 2.GST Registration certificate 3.Valid prevention & Food Adulteration License (FSSAI) 4.Details/Profile of Bidders as per Annexure-1. 5.All other documents duly filled and attested as prescribed in different Annexures.
<p>*Note: MSE and start up bidders are exempted from experience criteria as per sl no B and turnover as per sl no C.</p>	

During the Evaluation of Technical Bid, supporting documents to be provided with page references.

Note: The bidders who do not fulfil the above Qualification Criteria shall be rejected

In case the authorized channel partner is participating:

A.	<p>The franchisee company / Original milk product producer by whom the bidder is authorized, must be a dairy registered with National Dairy Development Board or state equivalent body and should have milk product under its own registered brand name.</p>
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B.	<p>Experience Criteria:</p> <p>Case-1- If bidder and Original Milk producer is same- Minimum 2 years' experience of same entity.</p> <p>Case-2- If bidder and Original Milk producer is different- then Minimum 02 years' experience for any of the entity i.e. either bidder or Original Milk producer.</p>
C.	<p>Average Annual Turnover of the bidder (Certified from the Chartered Accountant) for last three financial years i.e., [2022-23,2023-24,2024-25] should be minimum Rs 20 lakh.</p>
D.	<p>The the franchisee company / Original milk product producer should have at least 1 similar kiosk operating in a Govt Organization (Central Govt/ State Govt/ Autonomous Organization/ central PSUs)</p>
E.	<p>The following documents must be provided.</p> <ol style="list-style-type: none"> 1.Valid trade licence certificate/ Enlistment certificate dealing with Food related activities 2.GST Registration certificate 3.Valid prevention & Food Adulteration License (FSSAI) 4.In case of authorised channel partner participating, a valid authorization letter from franchisee company / Original milk product producer must be submitted. 5.Details/Profile of Bidders as per Annexure-1. 6.All other documents duly filled and attested as prescribed in different Annexures.
<p>*Note: MSE and start up bidders are exempted from experience criteria as per sl no B and turnover as per sl no C.</p>	

During the Evaluation of Technical Bid, supporting documents to be provided with page references.

Note: The bidders who do not fulfil the above Qualification Criteria shall be rejected

Financial Bid & Forward Auction:

1. The bidders have to quote **monthly rental charge over and above Rs 4.65 per square feet.** The quoted rate shall be excluding GST and other applicable statutory taxes. GST and other applicable taxes shall be payable accordingly.
2. If any bidder quotes the monthly rental charge **less than Rs 4.65 per square feet,**

his/her bid shall be rejected.

3. There will be a provision of Forward Auction.
4. The H1 bidder (i.e. the bidder who quote the highest rental charges over & above **Rs.4.65/-** per sq feet after Forward Auction) will be selected as the successful bidder and will be awarded the contract.
5. If there is tie in the financial bid then the bidder with higher average annual turnover shall be selected as the successful bidder and will be awarded the contract.

Monthly rental charge per sq ft (excluding GST and other applicable statutory taxes)	
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General Terms and Conditions: -

1. Pre-Bid Conference:

All the prospective bidders shall attend the Pre-Bid Conference at Welcome Room of Admin Building of AIIMS, Kalyani **on 27/01/2026 03:00 PM**. If any changes, may be incorporated in the bidding document after the Pre-Bid Conference and will be uploaded on our official website as "Corrigendum". Therefore, bidders are requested to submit their bids accordingly to revise changes after pre-bid conference, if any. No fresh advertisement will be made for corrigendum.

2. Amendments in Bidding Documents:

At any time till 07 (seven) days before the deadline for submission of bids, the AIIMS Kalyani 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, Kalyani shall not be responsible to notify the amendments to individual bidders. All amendments by the AIIMS, Kalyani till 07 (seven) days before the deadline for submission of bids, shall be binding on the participatory bidders.

3. Risk Purchase:

In case the tenderer on whom the work order has been placed, fails to make carryout

the work within the stipulated period, then also the tenderer has to pay the rental charges. If the bidder fails to pay the rental, then it will be recovered from the performance security.

In case of repeated failure in carrying out the services, work order may be cancelled and Performance security deposit will be forfeited and the firm will be blacklisted for 5(five) years.

4. Performance Security:

- (a) The successful tenderer will be required to furnish a Performance Security Deposit **@ 5 % of total value of contract** in the form of Account Payee Demand Draft in favorable of "ALL INDIA INSTITUTE OF MEDICAL SCIENCE KALYANI" payable at ICICI KALYANI MORE BRANCH within 15 days of awarding the contract. The security deposit can be forfeited or reduced by this Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract.
- (b) Performance Security should be kept valid beyond 60 days after completion of obligations under the contract i.e. initially for a period of 26 Months and if the contract is extended, on mutual basis, for another one year then the service provider shall extend it up to another 12 months.
- (c) The Tenderer shall have to execute a Contract Agreement with AIIMS, Kalyani while accepting the Supply/work order.

5. Bidder shall submit the Tender document and addendum thereto, if any, with each page signed with seal to confirm the acceptance of the entire Terms & Conditions as mentioned in the tender enquiry document.

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

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

8. The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

9. 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.

10. **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 to otherwise influence the procurement process.

- (b) Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- (c) Any collusion, bid rigging or anticompetitive behavior 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 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;
- (i) Disclosure of conflict of interest.

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.

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.

11. Applicable Law:

- The contract shall be governed by the laws and procedures established by Government of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings /

processing.

- Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Kalyani, West Bengal, India, only.
- The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Kalyani. The decision of the Arbitrator shall be final and binding on both the parties.

12. Force Majeure: Any delay due to Force Majeure will be attributable to the supplier unless provided through documentary evidence.

13. Upon the receipt of the notification of Award by the successful Bidder, the successful Bidder shall fill the Agreement in accordance with form of Agreement included in the Bid documents as per Annexure-8 and submit the same to the Employer within two weeks of the date of receipt of notification of Award. The Bidder shall have to execute an agreement with AIIMS, Kalyani in Non- judicial Stamp paper of Rs.100/-. The cost of the stamp paper and other expenses towards the Contract Agreement shall be borne by the successful bidder.

14. License:

- a. The license agreement shall be valid initially for a **period of 02 (Two) year from the date as per the work order and further extendable for another 01 (One) year** as stated above, and it could be terminated at any time by giving written notice of 30 days in advance, after providing an opportunity of hearing, in case there occurs violation of terms and conditions of the contract by the licensee. However, during the notice period the required services shall continue to be provided by the bidder.
- b. The proper handling of manpower as well as equipment deployed in the kiosk shall be the sole responsibility of the licensee. Any financial/legal/moral risks arising out of the deployment of manpower as well as equipment in the kiosk will be solely attributed to the licensee and AIIMS Kalyani shall no way be held responsible for any such mishap.
- c. The licensee shall be abided by all the guidelines issued by the Government of India and The Executive Director, AIIMS, Kalyani, West Bengal, from time to time

during the lease period.

- d. The licensee shall not sell or transfer any proprietary right or entrust any other third party to run the Hospital Patient Dietary services.
- e. The licensee shall observe the guidelines issued by health authorities for the control on spread of contamination.
- f. Conforming to the services under the provision of the 'Consumer Protection Act' shall be the sole and absolute responsibility of the (2nd party) licensee and the first party will share no liability in this regard. Privacy and other ethical values of investigated patients will have to be maintained in individual case.

15. Wages to employees and Insurance: The service provider shall comply with the laws applicable to employees working in the Kiosks regarding working hours, minimum wages, safety, cleanliness, etc. If on account of non-compliance with the provisions of any such laws, AIIMS Hospital is upon to make any payment to or in respect of his employees, the service provider shall fully reimburse to the employer all such payment or the first party shall be free to make deductions on this account from the amount of Security Deposit, in which case, the service provider shall immediately pay to the employer such amount as maybe necessary to make up the required security Deposit, or from the dues which may be payable to employer to the bidder. The service provider will sign an Indemnity Bond in favor of the first party to this effect.

SPECIAL TERMS AND CONDITIONS:

- 1. **Product Restriction:** The Milk Kiosk is authorized to sell **only the products manufactured or marketed by the vendor's own company** for which the vendor has applied. Sale of products from any other brand or company is strictly prohibited.
- 2. **Pricing Policy:** All products must be sold **strictly at the Maximum Retail Price (MRP)** as printed on the packaging. The vendor i.e. the successful bidder may offer discounts below the MRP at their discretion; however, **under no circumstances shall any product be sold above the MRP.**
- 3. **Prohibition of Additional Charges:** The vendor is **not permitted to levy any extra charges** under any pretext (e.g., cooling charges, service fees, packaging charges,

etc.). The price charged to the customer must not exceed the MRP printed on the product.

4. Vendor should have own arrangement for internal distribution of their company products within AIIMS Kalyani Campus.
5. Carry bag used for carrying the products should be environment friendly.
6. **The vendor should bear rental(monthly) charges (As per Financial bid after Forward Auction), electricity bills (based on meter reading).**
7. The **1 allotted slot** of around **100 Sq. ft.(approx.) (10*10)** should be utilised by the agency to **build 1 milk kiosk** with furniture, at their own expenses. **The monthly rental charges shall be calculated as per the actual area of the Kiosk after setup.**
8. The precise location of the kiosk within the campus will be determined at a later date.
9. The vendor cannot exhibit any advertisement **except displaying his own name & Brand Name.** If the Licensee exhibits any advertisement other than his own / franchisee name, his contract will be terminated.
10. Price list must be displayed at the counter.
11. The vendor shall maintain FULL HYGIENIC CONDITIONS in the kiosks, in the storage, and in keeping the floor, furniture, utensils, crockery, cutlery neat and clean, so as to maintain the standards and aesthetic values in the kiosks. The kiosks and its premises shall be kept clean and tidy. **The garbage, peel-offs, waste food etc. should be disposed of as per norms of appropriate Municipal Authority** at the cost of the vendor. **Smoking, tobacco chewing and intake of liquor is strictly prohibited. The vendor should not allow and should take active participation and responsibility in driving out the dogs surrounding the designated place.**
12. Biomedical Waste standards must be maintained including hygiene and fly catcher must be installed.
13. The vendor shall adhere to the specified operating hours. The kiosk shall be open from 6:00 AM to 8:00 PM. Notwithstanding the foregoing, the vendor may keep the kiosk open beyond the specified hours at their discretion.
14. Adequate number of staffs should be present per shift.
15. Staff behaviour **must be polite.**

16. All staff and the Caterer will have to be provided uniforms with ID cards by the vendor (which will be countersigned by the AIIMS administration) during working hours and they are required to wear disposable gloves and caps during cooking and serving food positively.
17. Extension of area or creation of additional plaza outside the permitted/allotted area will not be permitted.
18. The vendor will be liable to the damages caused to the property of the AIIMS Kalyani, if any, during the execution/creation of the FOOD KIOSK. The full liability and responsibility will also lie over the vendor due to any damage to the property, animal or human due to any unforeseen incident/accident caused by the said restaurant.
19. Upon expiry or termination of the contract, the vendor shall forthwith handover the peaceful and vacant possession of the said premises to AIIMS Kalyani within 48 hours. Failing which AIIMS Kalyani shall be entitled to claim a penalty of one month's rent in addition to the monthly rent for each additional month.
- 20. No permanent construction will be allowed in the campus of AIIMS Kalyani. The kiosk must be temporary in nature.**
- 21. If any bidder has more than one franchises, he/she should apply for only one.**

ASSIGNMENT & SUBLETTING:

1. The vendor shall not assign the contract or any part thereof or any benefit or interest therein or there under without written consent of the Institute. The whole of the charge included in the contract shall be executed by the Vendor.
2. The Vendor should not transfer the management to any other individual or agency.
3. **The Executive Director, AIIMS, Kalyani will have discretion to add or amend any conditions of this contract at any time and the vendor will be bound to comply with the same. The same may be hoisted in the AIIMS KALYANI website.**

CONTRACT DOCUMENTS:

1. The contracts documents are to be taken mutually explanatory of one another and in case of ambiguities or discrepancies the same shall be explained and clarified by the Institute who shall thereupon issue to the contractor their interpretation and direction in what manner the work is to be carried out.
2. The vendor shall **not employ any child labour** in the operation of the milk kiosk. The

Institute shall have full authority to object to and require the vendor to remove any employee engaged in the kiosk who, in the opinion of the Institute, is **unsuitable, undesirable, or unbecoming of employment** in the kiosk premises. Any such person shall **not be re-employed** in the kiosk without the **prior written approval** of the concerned committee.

3. The Vendor shall be responsible for the acts, defaults and neglects of its employees, or workmen.
4. All the workers engaged by the vendor will be solely his employees and the vendor will ensure compliance of all labour laws as applicable including payment of minimum wages (calculated on basis of tier I city). They will also comply all other laws of the land as applicable. AIIMS, Kalyani will have no liabilities in this connection.

COMPLIANCE OF STATUTORY LIABILITIES:

1. The **electricity charge & Monthly rental charge** has to be deposited positively without fail within 5 working days of the next month. Otherwise, penalty shall be imposed as decided by AIIMS, Kalyani.
2. The vendor shall ensure that wages paid to his employees conform to the provisions of the Minimum Wages Act, 1948 and other social security like EPF, ESIC and Bonus etc. The Contractors shall also ensure adequate rest and working hours as per norms etc. to all his employees.
3. The vendor shall be totally responsible for all statutory liabilities including those relating to Weights and Measures and Prevention of Food Adulteration

SETTLEMENT OF DISPUTE:

All disputes related to this tender shall be settled amicably between administrative authorities of AIIMS, Kalyani and the vendor. If amicable settlement fails and as required, an Arbitrator shall be appointed on mutual consent within the Institute by administrative authorities of AIIMS, Kalyani. Any legal dispute if so, arise shall be subject to jurisdiction of courts in Kalyani only. (Administration of AIIMS KALYANI). An arbitration may be initiated as per "Arbitration & Conciliation Act 1996".

PENALTY CLAUSE:

In case of violation of the following rules, the penalty charges on the Caterer shall be followed.

- a. For single complaint of presence of maggots, insects and/or foreign object found in

any food items would invite a fine of Rs.2,000/- (Rupees two thousand only) on the caterer.

- b. Fine on any discrepancy (personal hygiene of workers, misbehavior by workers, Garbage disposal in case of buffet) will lead to fine of Rs.2,000/- (Rupees two thousand only) on caterer for every instance.
- c. If there is any damage of assets of AIIMS Kalyani, the quantum of fine will be decided by competent authority.
- d. Absence of the proprietor or his representative in the meetings organized by the Concerned Authority on prior information will attract a fine of Rs.5,000/- (Rupees five thousand only) on caterer.
- e. In case it is found that **three such fines** do not have any effect in abiding by the terms and conditions mentioned in the contract, the contract may be terminated finally after serving fifteen days' notice by the Administration of AIIMS KALYANI to the Contractors.
- f. Severity of hygiene failure shall be assessed and decided by the Concerned Committee and fined appropriately. In case of gross failure/negligence a severe penalty will be imposed.

ANNEXURE-1

Details/Profile of Bidder

Sl. No.	Particulars	Details
1.	Name of the bidder	
2.	Whether the bidder is – a. Franchisee company / Original milk product producer or, b. Authorized channel partner of any franchisee company / Original milk product producer	Please select a or b
3.	If the bidder is an authorized channel partner of any franchisee company / Original milk product producer then please provide the name of the franchisee company / Original milk product producer	
4.	Address of concern (with tel. no. Fax and Email)	
5.	Permanent Account No. (PAN)	
6.	Goods and service tax Registration No.	

Sl. No.	Particular	Response from the bidder	Supporting documents' page number
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1.	Is the franchisee company / Original milk product producer a dairy registered with National Dairy Development Board or equivalent state government body and does it have milk product under its own registered brand name.	Please mention with details	
2.	Do you have at least 2 years of experience as specified at Page No 6 & 7 of the NIT	Yes/No, along with details	
3.	Average Annual Turnover of the bidder (Certified from the Chartered Accountant) for last financial three years i.e., [2022-23,2023-24,2024-25]		
4.	Does the franchisee company / Original milk product producer have at least 1 similar kiosk operating in a Govt Organization (Central Govt/ State Govt/ Autonomous Organization/ central PSUs)	Yes/No	
5.	Do you have valid FSSAI certificate?	Yes/No	
6.	Do you have valid Trade licence certificate?	Yes/No	
7.	Do you have a valid authorization letter from the franchisee company / Original milk product producer?	Yes/No	

DECLARATION:

1. I/we have read and understood all the terms and conditions of the tender /contract and I/we undertake to fully abide by all the conditions

2. I/we hereby certify that the information furnished above is full, true and correct to the best of my/our knowledge. I/we understand that in case and deviation is found in the above statement at any stage the bidder/ company will be blacklisted and will not have any dealing with AIIMS Kalyani in future.

Place:

Dated:

Name.....

Signature.....

ANNEXURE-2

FINANCIAL INFORMATION

Financial Analysis – Turnover certificate for last 3 Financial Years duly signed by CA shall be submitted.

Ser. No.	Description	2022-23	2023-24	2024-25

Note: Gross Annual Turn Over only.

Signature of Bidder with Seal

Signature of Chartered Accountant with Seal

ANNEXURE-3

Undertaking

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

Name of the tender and tender no :

I.....S/D of

Resident of

Do solemnly pledge and affirm :

1. I am the Proprietor/Partner/Executive Director/Authorized signatory of
2. No police case is pending against the Proprietor / Partner /Executive 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 /Executive Director of the firm/ company (Agency) and also the firm/ company has **never been blacklisted by any Government authority/ organization.**
4. I/We have carefully read all the terms and conditions & have satisfied ourselves of the meaning implied therein and after fully understanding all the implications of these terms and conditions, we agree with them without any reservation, and undertake to abide by it fully and unconditionally. We understand that in the event of any declarations and contents being false or untrue the contract is liable to be terminated & black-listed.
5. I/We also certify that, the information given in Bid is true and correct in all aspects and in any case at a later date, it is found that any details provided are false and incorrect, any contract given to the concerned firm or participation may be summarily terminated at any state, the firm will be blacklisted and Institute may impose any action as per NIT Rules.

Business Address: - _____

Name:.....

Signature of Bidder with Firm's Seal:

Place: _____

Dated: _____

ANNEXURE – 4

PERFORMANCE BANK GUARANTEE

FROM
BANK.....

To
All India Institute of Medical Sciences,
Kalyani-741245
West Bengal

Bank Guarantee no.....Dated.....
Bank guarantee Amount.....

Dear sir,

1. Whereas you (the "PURCHASER") have entered into a contract no. dated.....(hereinafter referred to as the "said Contract") with M/s.....(hereinafter referred to as the "SELLER") for the supply of goods/service as defined in the said contract. And whereas the SELLER has undertaken to produce a bank guarantee for 5% of total contract value amounting to(amount of the guarantee in figures and words) to secure its obligations to the PURCHASER in accordance with the said contract.
2. We(the Bank) hereby expressly, irrevocably and unreservedly undertake and guarantee as principal guarantor on the behalf of the SELLER that, we will pay you on your demand declaring the seller to be in default under the said contract, without demur or contest, all and any sum up to a maximum of Rs. Only. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said Contract.
3. We undertake to affect payment upon receipt of such written demands notwithstanding any dispute or disputes raised by the SELLER in any suit pending before any court, tribunal, arbitrator or any other authority, or liability under this presence being absolute and unequivocal
4. We shall not be discharged or released from this undertaking and guarantee by any arrangements or variations made between you and the SELLER, indulgence to the SELLER by you or by any alterations in the obligations of the SELLER or by any forbearance whether as to payment, time, performance or otherwise.
5. In no case shall the amount of this guarantee be increased.
6. This guarantee shall remain in full force and effect until (date).

7. Unless a demand / claim under this guarantee is made to us in writing on or before the aforesaid date all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.
8. This guarantee shall be continuing guarantee and shall not be discharged by any change in the constitution of the bank or in the constitution of the SELLER.
9. We lastly undertake not to revoke this guarantee during its currency except with the previous consent of the PURCHASER in writing.

Name and designation of the officer

.....

Seal, name and address of the
Bank and
address of the Branch
(Bank's common)

ANNEXURE-5
Format for Agreement

(to be made on Rs 100/- Non- Judicial Stamp Paper)

This agreement is made at Kalyani, WEST BENGAL on the.....day of Month.....of 2025 (Two Thousand Twenty-Five) between the Executive Director, All India Institute of Medical Sciences, Kalyani having its Office at AIIMS, Kalyani-741245 (herein after called 'Client' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, Legal Representatives and assigns) of the First party,

And

M/s _____ (Second party) having its registered Office at _____ (Here in after called the '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 "Agency" for setting up and running 1* (may be increased/decreased based on the discretion of the Competent authority) Milk cum Vegetable Kiosk in AIIMS Kalyani campus for two years, on the terms and conditions stated below: -

- (a) All the Terms & conditions of the Tender **xxx** and Work Order **xxx** will form as the part of this Agreement.
- (b) The agency shall be solely responsible for compliance to provisions of various Labour, Industrial and any other Laws applicable and all Statutory Obligations such as Wages, Allowances, Compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed in AIIMS, Kalyani. The client shall have no liability in this regard.
- (c) The Agency shall be solely responsible for any Accident/Medical/Health related Liabilities/Compensation for the personnel deployed at it at AIIMS, Kalyani site. The Client shall have no liability in this regard.
- (d) Any violation of Instructions/Agreement or Suppression of facts will attract cancellation of Agreement without any reference or any notice period.
- (e) The Contract can be terminated by giving 01 (One) Month Notice by the AIIMS, Kalyani.
- (f) In case of Non-Compliance with the contract, the Client reserves its right to: -
 - a. Penalize the agency as per Penalty Clause in Tender Document and/or
 - b. Cancel/Revoke the contract

(g) Performance Security amounting to @5% of the Contract Value i.e. Rs. Xxx, in the form of Fixed Deposit Receipt or Bank Guarantee form a scheduled Bank or through NEFT/RTGS as prescribed in the Work order xxx shall be furnished by the Agency at the time of signing of the Agreement.

(h) The Agency Shall be fully responsible for timely monthly payment of wages i.e. by 07th of every month without fail and any other dues to the personnel deployed at AIIMS, Kalyani in the schedule without any deductions except PF& ESI as admissible.

(i) The personnel provided by the Agency will not claim to become the employees of AIIMS, Kalyani and there will be no employee and Employer relationship between the personnel engaged by the Agency & AIIMS, Kalyani.

(j) The Agency shall pay the monthly rental charge and electricity charges (based on meter reading) and Water Charges as follows without fail within 5 working days of the next month.

Category	Unit Rent	Qty	Monthly Rent (excluding GST)	GST	Total Rent (Including GST)
Floor rent of the Kiok	As per financial bid/forward auction	To be measured after setup	To be calculated later	To be calculated later	To be calculated later
Total Floor Rent					
Electricity charges	As per state electricity board	As per usage			

(k) The Agency also agrees to comply with annexed Terms & Conditions of the Tender and amendments thereto from time to time.

(l) Decision of Client in regard to interpretation of the Terms& Conditions of the Tender shall be final and binding on the Agency.

(m) Upon expiry or termination of the contract, the agency shall forthwith handover the peaceful and vacant possession of the said premises to AIIMS Kalyani within 48 hours. Failing which AIIMS Kalyani shall be entitled to claim a penalty of one month's rent in addition to the monthly rent for each additional month.

(n) The Agency shall ensure full compliance with Tax laws of India with regard to this contract and shall be solely responsible for the same the Agency shall keep client full indemnified against liability of Tax, Interest Penalty and any other legal Liability etc. of the Agency in respect thereof, which may arise. No Service Tax will be paid by AIIMS, Kalyani. The Books of Accounts of the Agency as regards this work shall be open for examination by the Institute as and when required.

(o) In case of any dispute between the Agency and Client, Client shall have the right to decide. However, all matters of jurisdiction shall be at the Local Courts of Kalyani.

(p) THIS AGREEMENT will take effect from the xx day of Month of xx of 20xx (Two Thousand twenty - xx) and shall be valid for 02 (Two) Years.

This day of 20xx, both the parties here to have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year mentioned above in Kalyani in the presence of the witness: -

.....
(For and on behalf of Principal/Owner)

WITNESSES:

.....
(Signature, Name and address)

Dated:

Place: Kalyani

.....
(For and on behalf of Bidder/Contractor)

WITNESSES:

.....
(Signature, Name and address)

Dated:

Place: Kalyani