

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES
ANSARI NAGAR, NEW DELHI-110 029**

SECTION-I

NOTICE INVITING TENDERS (NIT)

(1) On behalf of Director, AIIMS, Ansari Nagar, New Delhi-110 029, Administrative Officer, Estate Section invites sealed tenders in two bid system (Technical bid and financial bid) from reputed, eligible and qualified firms for concluding of contract for a period of **TWO YEARS**

Tender Number	Brief Description of Goods	Tender fee	Amount of Bid Security
ES/40-3/2016-Estate	For Running of Juice shop at JPNATC, AIIMS, New Delhi	Rs.500/-	Rs.10,000/-

(2) **Last date for sale of Tender Document :** **on or before 07.11.2016 upto 12:30 p.m**
Closing date & Time for Receipt of Bids: **on or before 08.11.2016 upto 12.30 p.m. (Tuesday)**

Technical Bids opening Date and Time : **08.11.2016 upto 3.00 p.m. (Tuesday)**

Place : **Office of Administrative Officer (Estate), 3rd Floor, Porta Cabin, Administrative Block, AIIMS, New Delhi-110 029.**

Tender Enquiry documents containing detailed specifications along with terms and conditions can be had from the office of Administrative Officer (Estate), 3rd Floor, Porta Cabin, Administrative Block, AIIMS, New Delhi from 14.30 hrs. to 16.30 hrs on all working days (Monday to Friday) and 11.00 hrs to 12.30 hrs on Saturday, till a day prior to the closing date of receipt of bid indicated above.

(3) Tender Enquiry Documents may be purchased on payment of non-refundable fee **by way of Demand Draft drawn in favour of 'Director', AIIMS, drawn payable at New Delhi.** (Postal Orders/Cash are not acceptable).

(4) If requested, the Tender Enquiry Documents will be mailed by Registered Post/Speed Post to the domestic bidders and for which extra charges per set will be Rs.100/- for domestic post. The bidder is to add the applicable postage cost in the non-refundable fee mentioned in Para 3 above.

(5) The bidders may also download the tender documents directly from the website available at www.aiims.ac.in, www.aiims.edu. and www.tenders.gov.in. in such case, the bidders are required to submit the tender cost fee of Rs. **(as mentioned in NIT)** (Non-refundable) by way of separate demand draft drawn in favour of 'Director', AIIMS payable at New Delhi for each tender separately and the same should essentially be enclosed along with the techno commercial bid. The bidders should specifically super scribe, **“downloaded from the website”** on the top left corner of the outer envelope containing techno commercial bid & price bid separately. In no case, the tender cost fee should be mixed with EMD amount. The tenders not following the above procedure will be summarily rejected.

(6) It is the responsibility of the Bidders to ensure that their Bids, whether sent by post or by courier or by person, are submitted to the Administrative Officer (Estate), 3rd Floor, Porta Cabin, Administrative Block, AIIMS, Ansari Nagar, New Delhi or received by the closing date and time stipulated above in the Para 2 for receipt of Bid, failing which the bid would be considered late and rejected. The bids Submitted/dropped in the other section/departments/Centres of AIIMS, will not be considered for submission and such bids will be summarily rejected.

(7) The bid security as mentioned above will have to be deposited through Bank Guarantee./Demand Draft drawn in favour of the **“Director, AIIMS” New Delhi** along with the tender (Technical Bid). No interest is payable on Bid Security.

(8) The Tender Enquiry document is not transferable.

(9) In the event of any of the above mentioned dates being declared as a holiday / closed day for AIIMS, the tenders will be sold/received/opened on the next working day at the prescribed venue and time.

Administrative Officer (Estate)
Ph: 011-26594366 & 26593241

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GENERAL TERMS AND CONDITIONS

1. **TENDER SHOULD INVARIABLY BE SUBMITTED IN "TWO BID" SYSTEM CONTAINING TWO PARTS AS DETAILED BELOW, IN SEPARATE SEALED ENVELOPS OF EACH GROUP DULY PAGE-NUMBERED & INDEXED ALONGWITH SELF ATTESTATION ON EACH PAGE. THE PRICE BIDS FOR EACH GROUP SHOULD BE SUBMITTED IN SEPARATE ENVELOPS INDICATING DETAILS OF EACH GROUP ON THE ENVELOPS.**

Bid -I: Technical Bid in one sealed cover (containing the Draft of EMD of Rs.10,000/-)

Bid -II Price Bid/Financial Bid in separate sealed cover. (containing Annexure-I of Part IV of the tender set)

Both the sealed envelopes (Bid I & II) should then be put in outer cover indicating thereon :

- i) Reference No. of the tender : _____
- ii) Tender regarding : _____
- iii) Due date and time for submission of the tender : _____
- iv) Due date and time for opening of the tender : _____
- v) Name of the firm : _____

NOTE: TENDER SUBMITTED WITHOUT FOLLOWING TWO-BID SYSTEM PROCEDURE AS MENTIONED ABOVE WOULD BE SUMMARILY REJECTED.

1. Tenderers submitting tenders would be considered subject to their acceptance of all the terms and conditions.
2. Tender forms duly complete in all respect should be submitted in the office of Administrative Officer (Estate), 3rd Floor, Porta Cabin, Administrative Block, All India Institute of Medical Sciences, New Delhi in a sealed cover, failing which the tender is liable to be rejected.
3. Tender should be submitted along with demand draft of Rs.10,000/- in favour of Director, AIIMS payable at Delhi as earnest money. No tender forms shall be entertained without depositing the earnest money.
4. Tender should be submitted in a sealed envelopes containing full details of tender (Annexure-1 in separate Financial Bid envelop duly sealed) and technical bid in separate envelope indicating on the envelop reference number and shop name.

5. The shops should be operational within one month from the date of acceptance of the offer of allotment.
6. The successful bidder also allowed to sell the branded tetra pack juice and they must use fresh fruits for the juice.
7. The tender forms shall be legibly filled in ink or typed neatly giving full address of the quoting firm. The rate of licence fee quoted by firm should be written in figures as well as in words. Any alteration overwriting etc. shall be duly attested by the tenderer. In case the quoted amount as written in words and as in figures do not tally the rates written in words shall be treated as quoted rates.
8. The tenderer shall take care in filling the financial bid as quoted in a manner that interpolation is not possible. No paper/note shall be detached, failing which the tender shall be rejected.
9. The tenders should be signed by the tenderer himself/themselves or of his/their authorized agent/representatives. (The authorization to be enclosed wherever applicable).
10. Addition or alteration in quoted rates or in any term and condition or invalidity period after submission of tenders is not permissible and if done, earnest money of the tenderer shall be liable to be forfeited and tender is liable to be rejected.
11. No cooking and no gas stove, kerosene stove will be allowed in the premise.
12. Besides the licence fee, the tenderer should liable to get electricity connection from NDMC rates on actual basis and water charges @ Rs.200/- per month for the Kiosk.
13. In case of late payment of Licence fee, penal interest @ 18% per annum shall be charged for the delayed period beyond the 10th of month, and non-payment of licence fee beyond three months will be considered for cancellation of Licence.
14. The licensee shall not, create a sub-contract of any description with regard to this license or any part thereof nor shall assign or transfer the license or any part thereof.
15. The licensee shall use the allotted space, only for the purpose indicated under the agreement and for no other purpose whatsoever.
16. The Licensee shall indemnify AIIMS from/ against any claims made or damages suffered by AIIMS by reason of any default on the part of the Licensee in the due observance and performance of the provisions of any law which may be related to the purpose of the Agreement and to the area in which premises are located.

17. Due to any strike or lockout either in the shop or for any other reason, the Licensee is unable to function or his business is affected, the AIIMS shall not be liable for any loss, which the Licensee may suffer in such an event.
18. The license shall be for a period of 2 years (initially for one year then extendable one more years) from the date of signing of the Licence Deed and thereafter may be renewed with mutual consent on terms and conditions to be settled mutually.
19. The successful bidder should enter into an agreement with AIIMS as per the agreement format with this tender form. While submitting the tender, the tenderer is deemed to agree abide by terms and conditions as given in tender document and as stipulated in agreement.
20. The validity for the quoted rates shall be 6 (six) months from the date of tender opened. Any firm/individuals who restricts the validity of the quoted rates for the period less than 6 (six) months shall make their tender liable to rejection.
21. The bidder should deposit security money of Rs. 25,000/- or equivalent to three months licence fee whichever is higher before signing the agreement. Also if the licensee fails to vacate the premises on expiry of licence deed, is liable to pay damage charges twice the amount of licence fee or Rs. 15,000/- (Fifteen thousand only) per month whichever is higher.
22. The security money will be refunded after successful completion of the license period and getting a No Demand Certificate from the Engg. Service Deptt. of AIIMS that licensee have cleared all dues in respect of Electricity Bills and handed over the shop to the Engg. Service Deptt. without any damage.
23. If, in the opinion of the Institute, there is any defect or deficiency in the performance of this contract, the Director may terminate the license or impose a fine of Rs, 500/- (Rupees Five Hundred Only) on the licensee on each occasion. Such fines will be deductive from the security deposit or any amount due to the licensee, if not sooner paid by the licensee.
24. On acceptance of the offer/tender the agreement of License Deed is to be signed by the firm within 10 days of issue of letter of acceptance to the firm.
25. After acceptance of tender and/or after signing of agreement if the firm/individual fails to take over the shop within the stipulated period or fail to operate the shop the earnest money shall be forfeited.
26. Rates and other columns of the Schedule as attached at Annexure to be filled by the tenderer and signed while submitting the tender form.
27. Every page is to be signed by the applicant.

28. Director, AIIMS can alter any conditions of the tender at any time without giving any prior notice.
29. The Director, AIIMS reserves the right to reject any or all tenders/offers without assigning any reason.
30. The rates once decided should be strictly adhered to and cannot be changed in any circumstances without prior approval of the Institute.
31. No figures or words should be over written. Incorrect figures or words be scored out and rewritten under the initials of the licensee.
32. The application forms downloaded from the website should be accompanied by a Bank Draft of Rs.1000/- payable to the Director, AIIMS without which the tender would be rejected summarily.
33. All the supporting enclosures to be provided as part of technical bid and should be self attested by the tenderer or the person authorized on his behalf.
34. Application submitted by the Applicant shall be rejected out rightly if the Applicant:
 - Submits incomplete application
 - Submit the application in joint venture
 - Stipulates his/her own conditions or any alternative/conditional proposals.
 - Does not sign and affix the stamp/seal of the Entrepreneurial Establishment of the applicant in the manner and at the places as enumerated /earmarked in the application document,
 - Does not adhere to all Laws and Acts as applicable to such kind business.
 - Does not agree with the stipulated terms and conditions
35. The licensee should employ in his service only such persons whose antecedents have been verified by the police. He/she shall not employ any child labour.
36. That the licensee shall not make any additions or alteration in the built structure and in the Tea & Coffee Vending Machine Kiosk,
37. Use of plastic bags etc. is prohibited in AIIMS as per direction of government of NCT Delhi.
38. That the licensee agrees to keep the Tea & Coffee Vending Machine Kiosk neat, clean and tidy at all times and according to the Health/Hygienic bye-laws of the Delhi Municipal Corporation.
39. Any damage to Institute property/fixtures will have to be rectified/replaced by the licensee immediately.
40. The personnel employed by the licensee should be polite, courteous and well behaved with the general public.
41. The Licensee will maintain high quality of hygiene i.e., Dustbins for used glass/cups.

42. The licensee shall maintain a complaint book/visitor book/suggestion box at a prominent place in the licensee premises and in such a way that it is easily accessible to any person who wishes to record any complaint/suggestions and the said details/book shall be open for inspection to the licensor as and when demanded.
43. For security reasons, the licensee shall provide the list of all the employees appointed by the licensee for the purpose of assisting the contractor in the matter of running the staff Tea & Coffee Vending Machine. Such list shall contain the following details of the employees appointed by the contractor namely Name, Age, Photo, Address, and Telephone No. The contractor shall inform appointment and removal of employees immediately.
44. AIIMS authority shall be providing leased area/site on as is where basis.

Signature _____

Name & full address _____

Telephone No. _____

N.B.: In case of thumb impression it should be witnessed by two persons other than those who are quoting for this work.

Part-II

GUIDELINES/CHECK LIST FOR APPLYING THE TENDER FORM FOR INSTALLATION OF TEA AND COFFEE VENDING MACHINE AT PARKING AREA AT JPNATC OF ALL INDIA INSTITUTE OF MEDICAL SCIENCES, ANSARI NAGAR, NEW DELHI.

1. The tender may be dropped in the tender box placed in the office of Administrative Officer (Estate), 3rd Floor, Porta Cabin, Administrative Block. All India Institute of Medical Sciences, New Delhi. In case the tender is sent by courier/post it would be the responsibility of the bidder that it reaches the Institute by the due date. The offers submitted through Telex/Telegram/fax/Email or any manner other than specified above will not be considered.
2. The tender will be in 'Two Bid System' (Financial bid and Technical bid), which may be submitted in separate envelopes putting both in a single envelop superscribing Details of tender e.g. the title of the tender and date of opening etc. **No tender forms shall be entertained without depositing the Bank Draft/Bankers Cheque of earnest money amounting of Rs.10,000/- in the Technical Bid.** Any EMD previously deposited with the Institute shall not be considered for this tender. Earnest Money is required to protect the purchaser against the risk of the Bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful bidder's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.
3. The Financial Bid will be opened only of those contractors who qualify Technical bid, Date for opening Financial Bid will be intimated separately.

4. EMD will be released by Estate Section after the order is placed to the successful bidder. Representative who collect the EMD will be required to bring a photo ID and authority letter of bidder on the letter head.
5. **The bidder must endorse the requisite mandatory documents/information as per part-III. In case of non-submission of any of the above document, tender application will be summarily rejected and no further communication will be made in this regard.**
6. **General Eligibility Criteria for applying the Tender. The eligible bidders need to fulfill the following:**
 - 6.1 Should have at-least 3 (three) years continuous experience to run Tea & Coffee Vending Machine in Govt. Sector/Govt. Organization University/Govt. Institute/Govt. Hospitals or reputed Hospitals /Autonomous Bodies under single contract/s with Satisfactory Performance Certificate issued from the organization (copies of last three years experience certificate to be attached),
 - 6.2 Should have valid PAN number, VAT/TIN registration number.
 - 6.3 Any other documents required/stipulated in part II and part III of tender document.

Documents to be endorsed in the Technical Bid.

The following documents is required to be enclosed in the tender application (all documents must be duly attested from Gazatted Officer or Notary, failing which the same shall be treated as invalid):

1. Performance Certificate as per eligibility conditions
2. Details of existing clients as per annexure V
3. Copy of IT returns of previous financial year
4. Attested copy of PAN number.
5. Attested copy of valid VAT/TIN number and copy of returns of previous financial year.
6. Affidavit that the tenderer has never been black listed by a State/Central Govt. and Semi. Govt. or Autonomous Bodies.
7. Requisite undertakings as per the tender application form.

Part-III

**DETAILED FORMAT/ PARTICULARS
(TO BE FILLED BY APPLICANT/TENDERER)**

Details of Earnest Money Rs...../- (.....)
Bank Draft/Banker's Cheque No. & Dated
Issuing Bank & Branch Name

S.No.	Brief Particulars	Desired Information	Enclosures number (where applicable)
1.	Name of the Firm/ Individual		
2.	Address, Telephone No., Email ID, Fax No.		
3.	Performance Certificate mentioning detail as per Annexure-IV.		
4.	Valid VAT Registration No./TIN Number and copy of returns of previous financial year.		
5.	PAN No., (Copy of PAN Card to be enclosed)		
6.	Do you have at least 3 years experience of Tea & Coffee Vending Machine services from any Educational Institute/Govt. Organization/ University/ Hospital.		
7.	Have you submitted IT returns of previous financial year (copy to be enclosed)		
8.	Have your Firm/Individual been under litigation or any other action has been initiated by any authority for violation of any provisions of Law or have you been black listed by any		
9.	Have you submitted Details of existing clients as per Annexure-V		
10.	Do you agree with all Terms and Conditions and enclose the same with Application form duly		
11.	Have you submitted Demand Draft of Rs.1000/- towards Tender Application fee (non refundable) (applicable in case Tender Form is downloaded from website)		

1. I/we have gone through the contents of the application form carefully. The information supplied by me/us is true to the best of my/our knowledge and belief and nothing has been concealed there from. I/we confirm that I/we shall abide by the terms and conditions of the Institute.
2. I/We have deposited earnest money amounting to Rs. _____/- (Rupees _____ (only) in favour of Director, AIIMS, New Delhi vide Bank Draft/Banker's Cheque No./FDR _____ dated _____ through the Estate Section.
3. I understand that mixed quotation will not be considered for acceptance.

4. Expenses for site preparation work and other expenses maintaining cleanliness of the surrounding area shall be borne by me and shall be arranged by me after obtaining necessary permission in writing from the Executing Officer of the license,
5. I/We also agree to all terms and conditions of the AIIMS as stipulated in the tender form or as issued from time to time.
6. I/We also agree to sign the License Deed within 10 days from the date of issue of letter of acceptance/award, failing which the earnest money deposited by me shall liable to be forfeited by the AIIMS.

(Signature of the Applicant)

(Seal, if any)

Dated

N.B.:

- i. The applicants are advised to see the space available at site in their own interest.
- ii. It should be clearly specified on the envelope containing the application form "Application for allotment of Tea & Coffee Vending Machine and technical bid and commercial bid should be put in separate envelopes and same be put in one bigger sealed envelope.
- iii. The tender form duly filled under sealed cover should reach office of Administrative Officer (Estate), 3rd Floor, Porta Cabin, Administrative Block. All India Institute of Medical Sciences, New Delhi. The technical bids shall be opened as per schedule in the presence of the Committee. Only those who qualify the technical bid, their commercial bids will be opened.
- iv. Each page of tender must be numbered and signed by the Authorized Signatory.
- v. In case the application has been made by the partnership firm, a copy of the partnership deed should be enclosed with the application form.
- vi. **THE INSTITUTE RESERVES THE RIGHT TO ACCEPT OR REJECT ANY TENDER/APPLICATION WITHOUT ASSIGNING ANY REASON THEREOF, LATE/ INCOMPLETE AND CONDITIONAL TENDER SHALL NOT BE ACCEPTED.**

Signature _____

Name & full address _____

Telephone No. _____

N.B.: In case of thumb impression it should be witnessed by two persons other than those who are quoting for this work.

ANNEXURE-III**LICENCE DEED**

This agreement of Licence is made this _____ the day of _____, between the Director, All India Institute of Medical sciences, New Delhi, hereinafter called the "Licensor which expression shall mean and include all its successors, assigns and nominees of the first part and Shri _____ (name and address of the licensee) hereinafter called the "Licensee" of the other part.

Whereas the Licensee Shri (name and address of the licensee) being a qualified tenderer as per tender process has been allowed the privilege of using built up Kiosk measuring 6' x 6' at Tea & Coffee Vending Machine Kiosk at Parking area at JPNATC of AIIMS, Ansari Nagar, New Delhi for installation and running of Tea & Coffee Vending Machine.

And whereas in consideration of the tender process and being a qualified tenderer the Licensor has decided to allow the Licensee to sell Tea & Coffee, snacks, food items and soft drink to patients/attendants to the patients, their relatives and friends as aforesaid, on a monthly licence fee of Rs. _____ (Rupees in words) at the above mentioned site commencing from _____.

NOW THIS AGREEMENT OF LICENCE WITNESSETH AS FOLLOWS:

1. That the administrative Officer (Estate), All India Institute of Medical Science will be the Executing Officer in the present case and all matters in respect of premises/licence will be dealt with by him on behalf of the Licensor, directly.
2. That the Licence shall be for a period of one year only from _____ to _____ (extendable one more years) and, thereafter, may be renewed with mutual consent on the terms and conditions to be agreed mutually between the Licensor and the Licensee.
3. That the monthly Licence fee shall be payable in advance on or before 10th day of each calendar month for use and occupation of the said space.
4. The licensee should get electricity connection from the NDMC/BSES and liable to pay electricity bill/charges to the NDMC/BSES and the Institute is not in any way responsible for not getting the electricity connection from NDMC/BSES or non-payment of the electricity charges dues to these bodies, the licensee is liable to pay water charges @ Rs. 200/- per month. The licensee shall directly and absolutely be responsible to NDMC/BSES with no obligation/liability on the part of Licensor.
5. In case of late payment of Licence fee, penal interest @ 18% per annum shall be charged for the delayed period beyond the 10th of month, and non-payment of licence fee beyond three months will be considered for cancellation of Licence and non payment of licence fee for 3 months and beyond shall attract the premises of cancellation of Licence, forfeiture of security deposit and eviction proceedings under PP. Act,
6. That, in addition to Licence fee, the Licensee shall have to deposit of Rs. _____ (Rupees in words) towards security deposit, which will be refunded after the expiry of the Agreement or its termination and after removal by the Licensor of its belongings from the site in question only after getting a No Demand Certificate from NDMC and Engg. Services Deptt. of AIIMS that the Licensee have cleared all dues in respect of Electricity Bill and handed over the shop to the Engg. Services Deptt. without any damage.

7. That the overall control and supervision of the said space will remain vested in the Licensor and officials of the Licensor shall at all reasonable hours, be entitled to inspect the premises under Licence with respect to its bonafide use and in connection with the fulfillment of the other terms and conditions of the Agreement.
8. That in order to carry on the above work of running the said shop, the responsibility of obtaining other licences/ permissions, if any, from the competent authority, viz., NDMC or any statutory bodies, etc., shall be of the Licensee and, in no circumstances, the delay in the issue of such permission or refusal in getting the same shall not be a ground to pay the licence fee and other charges otherwise payable by the Licensee.
9. The Licensee shall use the space for the purpose for which it is earmarked and for no other purpose.
10. That the Licensee shall not permit the premises or any part thereof to be used by any other person(s) for any purpose whatsoever without the prior permission in writing of the Licensor. The Licensee shall not introduce any partner, nor can the Licensee transfer permission for use the premises or part thereof to any other third party under any circumstances.
11. That the Licensee can operate the Tea & Coffee Vending Machine for 24 hours a day on all week days including Sundays/Holidays.
12. That the Licensee shall sell the item listed in the Annexure-11 as per the prescribed rates laid down. Any explanation/justification sought for in this reference shall have to be given by the Licensee and any direction/instructions issued through the Executing Officer shall have to be abided by the licensee.
13. That the Licensee shall fulfill and abide by all the provisions of the Municipal laws in force, By laws, Rules and Regulations made there under and the provisions of Delhi Shop and Establishment Act and those of any other enactment for the time being in force.
14. That the Licensee shall keep the premises as well the surrounding areas clean and tidy. The Licensee shall not cause any destruction, any addition/alteration or encroachment or make publicity whatsoever in the premises under any circumstances and in the event of failure to abide by the same shall tantamount to breach/ violation of terms and conditions of the Agreement. However temporary structures in public interest only with the prior permission of the licensor may be considered.
15. That the Licensee shall fulfill and diligently comply with all the directions, general or special orders issued by the Licensor from time to time.
16. That the Licensee shall not do anything in or outside the said space which may create nuisance to the passerby/ general public/ other facilities or services.
17. The licensee will not be allowed to cook or use gas stove, kerosene stove in the premises.
18. That on expiry of the period covered under this Agreement or in the event of revocation of Licence-deed under the terms and conditions or in case of non-use of the space for a period of thirty consecutive days, the Licence shall have to remove its belongings and hand over vacant physical possession to the Licensor failing which the Licensor shall be entitled to remove the belongings of the Licensee from there at the Licensee's cost.

19. That the Licensor shall be entitled to forfeit the security deposit and cancel the Licence in the event of breach of any of the terms and conditions or clauses of this agreement by the Licensee.
20. That the Licensee shall deal with the general public politely and shall not conduct itself in such away as to cause annoyance to anyone.
21. That the Licensor shall have the discretion, at all times to alter/shift the site to any other place without assigning any reason(s) whatsoever. No claim /compensation if any demanded by the licensee in this regard will be entertained.
22. That the Licensee shall always appropriately display the rates of products/items being offered for sale at the site.
23. That any notice to be given under the terms of the Agreement shall be considered to be duly served if the same has been affixed at the site as allotted for running the trade to the Licensee.
24. That in case of any dispute between the Licensee and the visitors/staff, the matter shall be referred to the Executing Officer, whose decision shall be final and binding upon the Licensee,
- 25. That the Agreement can, at any time, be withdrawn/cancelled/terminated by giving one month's notice in writing by either side without assigning any reason(s) and the Licensee shall vacate the space within the stipulated period, failing which Licensee shall be liable to be removed by the Licensor, by use if force, if necessary, In addition, the Licensee shall, in the event of refusal/neglect to vacate the site be liable to pay twice of the monthly licence fee i.e. Rs. _____ (Rupees in words) per month towards damage charges and the same will be payable by the Licensee failing which the same will be deducted from the security, if any, lying with the Licensor, and/or shall be recovered from the Surety/Guarantor. The Licensor has the right to determine this license by giving notice to the License and get the same vacated as per Public Premises (Eviction of unauthorized occupants) Act.**
26. That no claim of Licensee can be entertained for non-payment of Licence fee or reimbursement thereof on any ground, whatever, including on slump in sales on account of strike etc. at All India Institute of Medical Sciences, New Delhi.
27. If, in the opinion of the Institute, there is any defect or deficiency in the performance of this contract, the Director may terminate the license or impose a fine of Rs.500/- (Rupees Five Hundred only) on the licensee on each occasion. Such fines will be deductible from the security deposit or any amount due to the licensee, if not sooner paid by the licensee.
28. The said space/premises of using is a built-up Kiosk located at Tea & Coffee Vending Machine Kiosk at Parking area at JPNATC, New Delhi. The routine maintenance of the said premises shall be of Licensee at their own cost. Major repairs as may be required to be done to natural weathering and which are not due to mishandling of the licensee shall be done by the Licensor.
29. No benches/tables/counters/hoarding, etc., are allowed to be fixed outside the defined premises by the Licensee and surrounding area shall be open for free movement of general public.

30. For maintaining the aesthetic beauty of the area and for general welfare/interest of the Licensor instructions as issued by the Executing Office from time to time shall be abided by the Licensee.
31. The Licence fee so fixed hereinabove, should be deposited by Bank Draft/Pay Order in favour of Director AIIMS, through the Executive Officer. Any delay lapse on account of non-payment of the said amount within stipulated period shall be deemed to be breach of contract and shall entitled the Licensor to deal with the licensee befittingly in a manner as per the circumstances.
32. Sub-letting of any portion in any form is not permissible. If found, action will be taken as deemed fit including forfeiting of EMD/Security and termination of Contract.
33. In case of any incidents/quarrel/complaints occurred/thefts in the Tea & Coffee Vending Machine then all type of FIR with the police, courts cases on this account has to be dealt with by the licensee immediately with information to the concerned authorities under intimation to the licensor.
34. The License cannot be transferred or assigned by the Licensee in any circumstances and in case of any change in the constitution of the licensee, without prior specific consent of the licensor, the rights of the present license shall revert to the Licensor forthwith.
35. The licensee shall bear the cost of stamp duty to prepare license agreement. All other applicable charges shall also be borne by the licensee.
36. During the contract period, there will be no revision in the rates, If during the said contract period arid /or during extended period of contract, the Contractor expresses his inability to fulfil the contract or run the Tea & Coffee Vending Machine it will be treated as breach of contract and the contract will be terminated. In such case, AIIMS reserve to right to:

Forfeited the security deposited submitted by the contractor.
Blacklist the contractor for three years.
37. No compensation- Even on the determination of this License (either prior to the time provided herein or in the extended time) the Licensee shall not be entitled to any compensation whatsoever.
38. Successful licensee will make his own arrangement for furniture, equipments & utensils for Juice Shop.
39. Successful licence will make his own arrangement for furniture, equipments & utensils for Juice Shop.
40. Successful licence shall be responsible for upkeep, repair & maintenance of equipment/infrastructure, if any provided by AIIMS, during entire lease period, to the satisfaction of AIIMS.
41. Successful contractor will obtain necessary certificates/permissions are required by law, including food licence, from competent authorities, before starting respective services.
42. The licensee shall, at all times indemnify AIIMS against all claims and penalties, which, may be suffered by AIIMS or any person employed by them by reason of any default on the part of the contractor in due observance and performance of provision of (a) Workmen's Compensation Act – 1923 (b) Employment of Children's Act XXVI of 1938 (c) Contract labour regulation and abolition Act – 1970 and (d) any

other statutory laws in force. AIIMS will not be liable for any liability arising under the labour laws, non payment of taxes of any statutory taxes or any other law of the land incurred by the contractor in course of performance of activities under the Agreement.

43. The employees of licensee shall not be in any contractual relation with AIIMS.
44. The contractor will bear the cost, throughout the term of License, for comprehensive general liability insurance for his men and material.
45. The licensee shall be responsible for compliance of provisions of prevention of Food Adulteration Act, 1954/FSSAI, or any other amendments thereto, & other statutory regulation as applicable for time to time.
46. The successful licensee shall be responsible for the conduct and behaviour of his employees.
47. **Personnel & Hygiene:** Licensee shall ensure that the staff to be deployed should fulfil the following eligibility criteria:-
 - (a) Verification of antecedents of the staff by police authorities.
 - (b) The staff should have proper medical certificate issued by the registered medical authorities.
 - (c) The photo ID card should be issued to staff.
 - (d) The staff should be courteous and polite to all staff/customers at all times.
 - (e) Service staff must use gloves.
 - (f) All staff should be properly groomed (shaven, trim haired and presentable)
 - (g) The licensee should submit to AIIMS, copy of police verification detail and medically fit certificate for their deployed staff.
48. **Uniform:** The Staff should be in standardized presentable smart uniform with names tags. The uniform should be cleaned well ironed. Uniforms to have prominent AIIMS. Uniform design to be approved by AIIMS authority. All managers and chef should have uniforms as per industry standards.
49. **Safety:** The licensee shall be responsible for the safety of the workers. All the safety measures must be taken in the operation of Tea & Coffee Vending Machine in the interest of smooth operation.
50. **Display of Rate List:** Legible menu card, multi rate list, duly approved by AIIMS authority, shall be displayed at prominent places in the Tea & Coffee Vending Machine.
51. **Visitor Book:** Visitor book/Feedback forms should always be available and also feedback should be obtained from the guests/users.
52. **Pest Control:** Pest Control will be done regularly by contractor and will be properly documented. The cost of the pest control will be borne by the contractor.
53. **Disposal of Garbage:** Collection of garbage and its proper disposal at equal and regular intervals on daily basis will be responsibility of the licensee.
54. Food audit for quality and food safety must be integral part of Tea & Coffee Vending Machine operations.

55. Housekeeping: Regular cleaning of the allotted premises shall be the responsibility of the licensee who should engage adequate staff for cleaning & washing etc. At least two days in a week must be dedicated for thorough cleaning of Tea & Coffee Vending Machine area.

56. Quality & Hygiene.

In order to maintain good quality of the products, handling, storage and reputation of the Trademarks, the successful licensee will strictly comply with the best industry practices regarding the Quality & Hygiene control procedures.

57. Liability and Indemnity

The licensee agrees to defend, indemnify and hold harmless AIIMS and their respective officers, employees and patients (collectively and “Indemnified Persons”) and its associated companies from and against any and all claims, actions, damages, expenses, costs (including legal costs) and other liabilities actually incurred by the indemnified parties arising as a result of any negligence, breach of contract or warranty, or any other wrongful act or default on the part of the licensee, its employees, agents, representatives or contractors, including prosecutions under the legislation affecting the use of any of its worker any of its warranties, undertakings and obligations set out in this license deed.

58. Labour Law and other Regularisations: It is distinctly understood by the licensee that the employees engaged by it will be deemed to be its employees and the licensee will be the entirely responsible for compliance of all laws and rules governing employment of such employees. It shall also be responsibility of the license to comply with all laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and order of any governmental authority including municipal authorities.

59. Events of Default: AIIMS shall have the right to terminate the license deed forthwith at the cost and consequence of the licensee in the following events:-

- (a) Any items supplied other than the approved menu.
- (b) If the licensee supplies of low quality and quantity products.
- (c) In event of the licensee being convicted by the court of law under Criminal Procedure Code or any other law.
- (d) In the event of proprietor or firm being judged insolvent, or any proceedings for liquidation or composition under insolvency Act, or the firm dissolved under the Indian Partnership Act or in the licensee being a company, if the company shall pass any resolution to wind up business either compulsorily or voluntarily or is convicted by any court of law.
- (e) Repudiation of agreement by licensee or otherwise evidence of intention not bound by agreement.
- (f) Failure to adhere to any of the due dates of payment as specified in terms.

- (g) Failure to comply with any statutory law or non-payment of any of the statutory taxes. AIIMS shall be entitled to forfeit the whole or in part of the security deposit/License fee besides terminating the agreement.

In witness whereof, the licensee and the licensor here appended their signatures to this indenture on this _____ day of _____ at the New Delhi.

LICENSEE

LICENSOR

Surety/Guarantor of Licensee

1. ...

2. ...

Witness:

1. ...

2. ...

ANNEXURE-IV**PERFORMANCE CERTIFICATE PROFORMA**

S.N.		
1.	Name of Contract & Location	
2.	Scope of Tender	
3.	Date of Start	
4.	Period	
5.	Report towards Quality and performance.	

(Seal of the Organization)**(Signature of the issuing authority of the contract /order)****Date**

NOTE: This may also be submitted in another format mentioning above information enclosing a copy of agreement.

ANNEXURE-V**DETAILS OF EXISTING CLIENTS**

Details of existing clients:

(Separate page must be submitted for each Client)

Name of the Company	
Address of the Company	
Name, designation of contact person with telephone number	
Number of employees deputed by the Contractor for the said client	

Signature of the Applicant
Name and Designation of the Applicant
Seal of the Applicant