

**Invitation of quotation**  
**for**  
**Leasing of Shop (Fruit and Vegetable) in**  
**Residential Complex**  
**At**  
**All India Institute of Medical Sciences, Jodhpur**

Inquiry No.: : Admin/Gen/36/2022-AIIMS.JDH

Inquiry Issue Date : 14<sup>th</sup> May, 2022

Last Date of Submission : 25<sup>th</sup> May, 2022 at 03:00 PM.



**All India Institute of Medical Sciences, Jodhpur**

Basni Phase - II, Jodhpur – 342005, Rajasthan

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**Invitation of quotation for Leasing of Shop (Fruit and Vegetable)  
in Residential Complex at AIIMS Jodhpur**

Sealed Quotations are hereby invited by the undersigned on behalf of the Director, AIIMS Jodhpur for Leasing of Shop (Fruit and Vegetable) in Residential Complex for the Institute as per terms & conditions mentioned below. The filled quotations along with all the required document must reach in the office of the undersigned on or before 25.05.2022 03:00 PM. The Envelope containing the quotation would please be sealed and super scribed as under:-

**“QUOTATION FOR LEASING OF SHOP (FRUIT AND VEGETABLE)  
IN RESIDENTIAL COMPLEX AGAINST INQUIRY NO.  
ADMN/GEN/36/2022-AIIMS.JDH” DUE ON 25.05.2022 03:00 PM”**

**1. Terms & Conditions:**

- A) The quotations received after this deadline & unsealed shall not be entertained under any circumstances whatsoever. In case of postal delay this Institute will not be responsible. **The offer Submitted Fax/Email shall not be considered and no correspondence will be entertained in this matter.**
- B) Quotations must be in the enclosed prescribed Performa on the letter head of the firm duly signed by the Proprietor/ Partner/ Director or their authorized representative, In case of signing of quotation by the authorized representative letter of authorization must be attached with the quotation. Quotation must be dropped in “**Quotation Box**” located in Administration Block of AIIMS, Jodhpur.
- C) Rates must be quoted in **Indian rupees** and as per the format specified taxes extra if any must be written separately.
- D) No overwriting or cutting is permitted in the rate. If found, the quotation shall be summarily rejected.
- E) The rates quoted must be valid for 60 days minimum from the date of opening of the quotation and silence of any tendered on this issue shall be treated as agreed with this condition.
- F) The firm/agency may satisfy the following conditions and attach self-attested copy of the same with the quotation:
- Firm shall be registered with the Government of Rajasthan / Central Government.
  - The firm shall have valid GST No.
  - **The firm should not be black listed by any Govt. Agency/Dept.**
- G) **Disputes:** -In the event of any dispute or disagreement arising between the contractors and any other department of AIIMS Jodhpur with regards to the interpretation of “Terms & Conditions” of this inquiry, the same shall be referred to the Director, AIIMS Jodhpur whose decision will be final and binding upon the contractor.
- H) AIIMS, Jodhpur reserves the right to increase or decrease quantity and / or amount of work. Decision of Quantity of material in the AIIMS, Jodhpur will be final in this regard.

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- I) AIIMS, Jodhpur reserves the right to reject any quotation or part or the whole of inviting quotation process without assigning any reason. Decision of the AIIMS, Jodhpur will be final in this regard.

**Deputy Director (Admin)  
AIIMS Jodhpur**

Encl.: Annexure 1 (Specification)  
Annexure 2 (Format of price bid)

**Annexure 1**  
**General Terms & Conditions**

1. **Period of Contract:** The contract period shall commence on the date of Commencement and shall remain for 1 year. The period is further extendable for a period of 5 years (1 year at a time) on the same terms and conditions on mutual consent of both the parties. 10% rent will be increased on quoted rent per extendable year.
2. **Technical Evaluation:-**
  - (a) Detailed technical evaluation shall be carried out by Institute pursuant to conditions in the tender document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and condition of the tender without any deviation. The Institute's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. The Institute shall evaluate the technical bids also to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are in order.
  - (b) AIIMS Jodhpur shall have right to accept or reject any or all tenders without assigning any reasons thereof.
3. **Financial Evaluation:-**
  - (a) AIIMS, Jodhpur will award the contract to the highest evaluated (H1) responsive bidder. Conditional bid will be treated as unresponsive and will be rejected.
  - (b) Bidder must quote the financial bid as specified in Annexure – 2 on monthly basis.
4. **Signing the Contract:-** The successful bidder shall be required to execute the Contract Agreement accepting all terms and conditions stipulated herein on a non-judicial stamp paper of Rs. 500/- (Rs. Five Hundred only) along with performance security within fifteen days of the issue of the Letter of notification of award.
5. **Performance Security:-** The successful bidder will be required to furnish a Performance Security Deposit of an amount of Rs. 50,000/- (Rupees Fifty thousand Only) for shop in the form of Fixed Deposit Receipt (FDR) or irrevocable Bank Guarantee (BG) from any Nationalized/ Scheduled Bank duly pledged in the name of the "All India Institute of Medical Sciences, Jodhpur". Performance Security will be discharged after 60 days from the date of successful release of occupied property. The security deposit can be forfeited by order of 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.
6. **Minimum reserved Price:-** Minimum Reserved Price of monthly rent is Rs. 2845/- Per Month & bidder is required to bid over and above the reserved price. Higher bidder shall be considered for allotment.
7. The successful bidder will have to deposit the Bank Guarantee or FDR and commence the work within 15 days of acceptance of tender otherwise the contract may be cancelled and EMD will be forfeited. If successful bidder fails to deposit the security in 15 days, the contract will be awarded to the next higher bidder.

**Annexure 2**

**Special Terms & Conditions**

1. The tenderer shall bring their own equipment and instrument to run their shop. Only Space (10 X 15 Feet for Shop) will be provided by Institute (Shop no – 6).
2. The contractor shall not carry out any permanent structural modification to the said shop.
3. Prices :
  - M.R.P Product – Product should not be sold above M.R.P.
  - Non M.R.P Product – Product should not be sold above market price.Institute Committee will verify Mandi's selling price of items on weekly basis. In case of any discrimination, penalty may be imposed and administrative action can be initiated.
4. Weights and measures of approved Govt Agency only will be used. Weighing will be done only on Electronic Government approved Machines with adequate back up machines. Weighing by traditional instruments strictly not allowed.
5. Contractor must provide GST printed invoice for their product. If at any stage it is found that contractor sell their product without GST Invoice penalty of Rs. 2,000/- per occasion shall be imposed.
6. Only allotted work will be carried out under this contract.
7. The shop should be kept neat & clean and free of unhygienic conditions. The contractor should keep the site clean. If at any point, the allotted premises found to be unclean, the contractor shall be held responsible and penalty of Rs. 2,000/- per occasion shall be imposed.
8. The contractor shall maintain the Institute premises in good condition and shall not cause any damage thereto. If any damage is caused to the premises by the contractor or his workers, employees or agents the same shall be rectified by the contractor at his own cost either by rectifying the damage or by paying compensation as may be determined by the Institute.
9. Electricity charges shall be paid by contractor as per actual consumption on the prevailing rates of Jodhpur Vidyut Vitran Nigam Limited (JDVVNL) or at such higher rates as may be decided by the Institute from time to time.
10. Water charges shall be paid by contractor as per actual consumption on the prevailing rates of PHED or at such higher rates as may be decided by the Institute from time to time.
11. The tenderer is advised to visit the site before participating in the tender. The tenderer should assess the volume of business by him. The Institute will not guarantee any minimum/ maximum business.
12. The Tenderer shall not utilize the premises and facilities of the Institute to cater any other client, other than AIIMS, Jodhpur Public & Attendants and visiting guests
13. AIIMS, Jodhpur will regulate the timings and working days of the shop (Including Loading & Unloading).

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14. The successful tenderer shall not sub-let the premises either in whole or in part. The premises shall not be used for residential purposes even for the shop staff. No additions or alterations of the premises will be made without permission of the Institute. No bathing and washing of clothes etc. will be allowed in the shop.
15. The tenderer shall not keep the shop closed without prior permission from the AIIMS, JODHPUR authority. Any such incident shall be treated as breach of contract and suitable action including penalty shall be taken for the same by AIIMS, JODHPUR, as it may deem fit.
16. The conduct/characters/antecedents and proper bonafide of the workers in the shop shall be the sole responsibility of the contractor. However, the contractor must provide the necessary details of all its employees (permanent, temporary, casual) to the Institute. All the employees should be police verified.
17. The contractor will be responsible for maintaining adequate number of persons engaged in working and disposal of garbage (Maximum 2 Persons)
18. The agency will get antecedent, character and conduct verified and to submit a copy of police verification to Institute before engaging any employee
19. Inspection – The Competent authority and their representative shall be entitled at any time to inspect the shop. During inspection if found any irregularities competent authority and representative have a right to impose penalty.

### **LEGAL TERMS AND CONDITIONS**

1. Successful bidder must follow all necessary statutory compliance before taking possession of shop.
2. The bearer / staff (not below the age of 18 years) employed by the contractor shall have to be medically fit and kept neat and clean. The contractor shall not employ young children as prohibited under the law / rules / regulations.
3. The contractor and his employees would be governed by the discipline rules as may be laid down by the Institute while they are in the Institute premises.
4. The Tenderer and his staff shall comply with all instructions and directions of the AIIMS, JODHPUR authorities given from time to time. In the event of any emergent situation, the staff of the Tenderer shall comply with instructions given by the AIIMS, JODHPUR authorities, without waiting for confirmation by the Tenderer.
5. All the workers engaged by the Tenderer for carrying out tasks under this contract, shall be deemed to be the employees of the Tenderer only. The tenderer shall be solely responsible for their wages, fringe benefits, conduct, duty roster, leave-records, relievers, etc. The tenderer shall also provide its Workers photo-identity cards which shall be checked by the AIIMS, JODHPUR, as and when necessary. If during Inspection, the workers are found without ICard, a penalty of Rs 200/- per employee will be charged per instance per day.

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6. The Contractor shall maintain and provide all necessary documentation, registers and records in connection with the performance of shop and other related documents including for complying with any statutory requirements and provisions of applicable laws.
7. The contractor shall ensure that the person deployed are disciplined and conduct in office premises, be best suitable and is entailed on enforce in prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work and engaging in gambling, satta or any immoral and illegal act. In case found any deployed worker, penalty will be imposed Rs. 2,000/- per such event.
8. Noncompliance of any terms and conditions enumerated in the contract shall be treated as breach of contract
9. AIIMS, JODHPUR would have the right to terminate the contract giving one month notice before the expiry of the term, in case the work performance is not up to the standard, or in case there is any violation of AIIMS, JODHPUR rules & regulations, or any violation of Govt. of India rules and regulation, or if there is any lapse in compliance of any labour legislation, or if there is any incident of indiscipline on the part of the Tenderer or his staff. The decision of AIIMS, JODHPUR's management in this regard would be final and binding on the Tenderer. In such an event, AIIMS, JODHPUR shall have the right to engage any other tenderer to carry out the task.
10. If firm want to withdraw from his engagement before completion of tenure, than the firm must provide one month notice before termination of contract.
11. **Dispute Settlement:** - It is mutually agreed that all differences and disputes arising out of or in connection with this agreements shall be settled by mutual discussions and negotiations if such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the sole Arbitrator appointed by the Director, AIIMS, JODHPUR whose decision shall be final and binding on both the parties.
12. The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing.
13. Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Jodhpur, Rajasthan, India only.
14. 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 Jodhpur. The decision of the Arbitrator shall be final and binding on both the parties.

### **RENTAL CONDITIONS**

1. The bidder must quote their charges for monthly rental basis.
2. The successful bidder will have to deposit a rent of 3 months in advance before taking the possession.

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3. The rent of the shop in Residential Complex will have to be paid between 1<sup>st</sup> to 7<sup>th</sup> day of every month in advance, in case of holiday, on the next working day, failing which penalty @ Rs. 500/- per day shall be imposed for delayed period.

**Deputy Director (Admin)  
AIIMS Jodhpur**



**[On the letterhead of firm]**

**ANNEXURE "2"**  
**PRICE BIDFORM**

To,  
Deputy Director (Admin),  
AIIMS, Jodhpur.

Dear Sir,

1. I/We ..... Submitted the quotation for Enquiry No. **"QUOTATION FOR LEASING OF SHOP (FRUIT AND VEGETABLE) IN RESIDENTIAL COMPLEX AT AIIMS AGAINST THE INQUIRY NO. Admn/Gen/36/2022-AIIMS.JDH" DUE ON 28.04.2022 03:00 PM** for Leasing of Shop (Fruit and Vegetable) in Residential Complex at AIIMS Jodhpur".
2. I/We thoroughly examined, understood and accepted terms & conditions given in the enquiry document, failing which my quotation will be rejected out rightly.
3. I/We hereby offer to supply at the following rates.

S. No	Particular	Qty.	Total Rental Changes in Rs. (Inclusive of GST /Other Taxes) (Rental Charges to be quote for Per Month Basis)
1.	Fruit and Vegetable <b>Size:-</b> 10 Feet x 15 Feet	01 Shop	

**Note:-**

1. The bidder must quoted their quotation only in above said format on the letter of firm otherwise quotation will be **REJECTED**.

Date \_\_\_\_\_

(Name) \_\_\_\_\_

Place \_\_\_\_\_

Name of Firm/Company/Agency \_\_\_\_\_

GSTIN No.: \_\_\_\_\_

Bank Name:- \_\_\_\_\_

Bank Account No.: \_\_\_\_\_

IFSC Code:- \_\_\_\_\_

Branch Name: \_\_\_\_\_

Phone No. \_\_\_\_\_

Email: \_\_\_\_\_

(Signature of Authorized Person) \_\_\_\_\_

Seal: \_\_\_\_\_