

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, GUWAHATI

*An autonomous body under Ministry of Health & family Welfare,
Government of India*

Tender No. AIIMS/Ghy/Procurement/01/2025-26/ Leasing of Shops



**NOTICE INVITING TENDER FOR LEASING OF
GROCERY CUM STATIONERY SHOP AT AIIMS GUWAHATI**

DISCLAIMER

This Tender is not an offer by the All-India Institute of Medical Sciences, Guwahati but an invitation to receive offer from vendors/bidders. No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized Officers of the All-India Institute of Medical Sciences, Guwahati with the vendor/ bidder. The AIIMS, Guwahati hereby reserves unconditional right to re-call/modify this notice, anytime hereafter.

Changsari, Guwahati, Assam-781101
Website: <https://www.aiimsguwahati.ac.in/>
Email: engineering@aiimsguwahati.ac.in

TENDER NOTICE

**NOTICE INVITING TENDER FOR LEASING OF GROCERY CUM STATIONERY SHOP AT
AIIMS GUWAHATI**

Tender No. AIIMS/Ghy/Procurement/01/2025-26/ Leasing of Grocery Cum Stationery Shop

Critical Data Sheet	
Mode of Tender	Offline
Type of Bid	Single Bid
Tender Publishing Date	10/12/25 09:30 AM
Pre- Bid meeting	19/12/25 10:00 AM
Last date and time for submission of Tender	29/12/2025 05:00 PM
Date and time for opening of tender	30/12/2025 12:00 PM
EMD	Rs. 10,000/-
Safety Deposit (to be submitted post award of work order)	Rs 1,00,000/-
Period of Contract	Two years from the date of work order extendable for a period of one year based on performance (total 03 years)
Validity of Bid	180 days after Bid Opening
For viewing, quoting the detailed NIT bidders may also visit our website	https://www.aiimsguwahati.ac.in/
For Communication	Engineering Section, AIIMS, Changsari,Guwahati-781101 Email: engineering@aiimsguwahati.ac.in

AIIMS Guwahati, an Institute of National Importance, is in the process of leasing Grocery cum Stationery located within its campus. The lease is open to eligible and interested individuals, proprietors, registered agencies/firms. These entities will be invited to rent for Grocery cum Stationery shop for setting up and operating as outlined below.

S/N o.	Shop No. to be allocated	Nature of Items to be sold in shop/ nature of shop	Plinth Area of shop	Minimum/ Base Rent per month
1.	Shop No. 1 & 2	Grocery cum, Stationery (shop with photostat & printing service)	2 shops of 14.20 X 9.71feet size each per room of area 137.88 (rounded to 138)	₹ 8,276/- (for both shops)

The Executive Director, AIIMS Guwahati invites tenders in a Single Bid System from reputed, experienced and exemplary bidders for the leasing of shops at AIIMS Guwahati through offline mode.

The Bid documents along with requisite/mandatory documents to be submitted are available on our website: www.aiimsguwahati.ac.in. Bidders are required to submit their bids in a sealed envelope through post or should be dropped in the Tender Box kept at Engineering Department, Medical College Building, AIIMS, Changsari, Assam-781101

The bidder shall examine all instructions, forms, terms, and specifications in the bidding document. The bid should be precise, complete, and in the prescribed format, strictly as per the requirements of the bid document. Failure to furnish all/any of the information/documents in the prescribed format, as indicated hereinabove which are required by the bidding document or submission of a bid not responsive to the bidding documents, in every respect will be at the bidder's risk and shall result in the rejection of the bid. In the event of which, the decision of AIIMS, Guwahati shall be final and binding. **The Bids shall be submitted physically or by post in manual mode only.**

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

The Executive Director, AIIMS Guwahati reserves the unequivocal right to accept or reject any quotation, in full or in part, without assigning any reason.

It is mandatory for all the participating builder to attend the Pre-Bid meeting on 19 Dec 25 at 10:00 am and subsequently visit the shop earmarked for renting. Further, the bids submitted by bidder who attended the Pre-Bid meeting will only be accepted and bids submitted by bidders who did not attend the Pre-Bid meeting will not be accepted under any circumstances and will be outrightly rejected.

s/d
Superintending Engineer(i/c)
AIIMS Guwahati

SCOPE OF WORK

1. Introduction

AIIMS Guwahati, an institute of national importance in the public health sector, invites bids for leasing out Grocery cum Stationery Shop (1+1) in the shopping complex located within the campus of AIIMS Guwahati.

2. Inspection of Premises and Submission of Bids

Interested registered agencies, firms, individuals, or proprietors are encouraged/advised to personally visit the AIIMS Guwahati campus to gain first-hand information about the shops available for lease. **In this regard a pre bid meeting has been scheduled on 19 Dec 25 at 10:00 am** wherein participating bidder can visit the site. However, AIIMS Guwahati does not guarantee any minimum business or revenue from the shops. Bidders must inspect the premises before submitting their bids. The premises are available for inspection on any working day from the start date of the bid until the end date. Interested parties may contact the Engineering Department, AIIMS Guwahati (Tel no. 0361-2800616) e-mail: engineering@aiimsguwahati.ac.in during office hours (09:30 to 17:30 Hrs) on any working day to obtain further information or clarifications regarding the requirements. The same shall be facilitated with support of Engineering Department. The cost of the visit will be entirely borne by the lessee.

3. Health and Safety Requirements

The successful lessee shall ensure that all workers handling grocery are vaccinated for Hepatitis B. A certificate from a recognized hospital or doctor must be submitted to confirm the vaccination status. Additionally, regular de-worming of all staff must be carried out every six months.

4. Sanitation and Cleanliness

The lessee shall be responsible for employing an adequate number of cleaners and sweepers and providing them with the necessary equipment and materials to maintain the shops in a scrupulously clean and sanitary condition, to the satisfaction of the lessor. Strict anti-rodent and pest control measures must be implemented and monitored, ensuring that the premises remain free of pests. The standard hygiene protocol shall be followed to the satisfaction of the lessor. The lessee shall carry out a thorough pest control treatment of the premises before taking possession. The treatment must cover all areas, including storage spaces, common zones, and any other applicable sections, ensuring the premises are free from infestations.

5. Waste Management

The lessee will be solely responsible for the segregation and disposal of all solid and wet waste, including food waste, in a timely manner. The lessee must make their own arrangements for waste disposal and bear the associated costs.

6. Compliance with Plastic Use Regulations

The use of single-use plastics is banned by the Government of India. The lessee shall not use single-use plastics in any form. The lessee must comply with all applicable regulations regarding the use of plastic and other materials for packaging (e.g., groceries, stationery). If any modifications to these rules are notified by the Government of India, the lessee shall adhere to the updated guidelines.

7. Ban on sale of tobacco/ narcotic product

AIIMS Guwahati being a health care facility is a Tobacco-free zone and hence sale of tobacco/ gutkha/ pan masala/narcotic substance/ liquor or any illicit material is strictly forbidden in the campus.

8. Payment of electricity bill, rent and other maintenance charges

The vendor shall pay the electricity bill, rent and other allied charges as applicable on monthly basis before the due date

ESSENTIAL DOCUMENTS

Documents for Establishing Bidders' Eligibility:

The Bidder should submit following documents along with the Bid documents:-

S.No	Documents
a)	Signed and scanned copy of duly attested copy of PAN, GST & Firm registration certificate or Certificate of Incorporation
b)	Price Bid Form (Annexure I)
c)	Signed copy of Tender Acceptance letter (Annexure-II)
d)	Profile of the company/ organisation (Annexure-III)
e)	Declaration regarding Non-Blacklisting (Annexure-IV)
c)	Copy of EMD submitted through online mode
d)	Copy of Trade license
e)	Attach copy of last three years' Income Tax Return.

1) RIGHT TO REJECT:

The lessor hereby reserves unconditional right to reject the bid, which is not otherwise as per the above referred requisites, without assigning any reasons and the decision of the lessor shall be final and binding. Thus, the mere participation in the tender process, unless and until declared to be conclusive, would not create or deemed to have created any right in favour of the bidder.

Schedule of price bid is placed at Annexure-I

The Financial Proposal/ Commercial bid format is provided at Annexure-I and should be duly filled and the quoted price should be clearly mentioned without any overwriting. Any omission or amendment whatsoever will not be entertained post submission of Bid.

GENERAL INSTRUCTIONS TO BIDDERS (GIB)

1. PREAMBLE: -

- i) **Pre-Bid Meeting:** - The pre-bid Tender meeting will be held on **19/12/2025 10:00 am** at Mini Conference Hall, Medical College Building, Ground Floor, AIIMS Guwahati. The agency(s) may get clarified any confusion regarding any terms and conditions of the contract during pre- bid meeting and thereafter any claim of doubt/confusion or any things relating to this contract will not be entertained and it will be deemed that the agency has understood everything about this tender. Based on queries of the bidders, committee members will decide to issue any amendments/corrigendum for the tender
- ii) **Language of Tender:** -The tender submitted by the bidder and all subsequent correspondence and documents relating to the tender exchanged between the bidder and the purchaser, shall be written in English language, unless otherwise specified in the Tender Enquiry. However, the language of any printed literature furnished by the bidder in connection with its tender may be written in any other language provided the same shall be accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.
- iii) **Tendering Expenses:** - The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process. The lessor would not bear any liability/responsibility in this regard.
- iv) **Clarification of Tender Documents: -**
 - a) Any technical queries relating to the tender document and the terms and conditions contained therein should be addressed to the Engineering Department, Ground floor, Medical College Building, AIIMS Guwahati.
 - b) Any queries relating to the process of bid submission or any queries in general may be made at Engineering Department (Phone No.-0361-2800616).

2. Tender Prices: -

- a) The bidder shall indicate all specified components of prices shown therein on the Price Schedule provided in Appendix-I including the unit prices, applicable taxes and total bid prices of goods and services. The entire column shown in table should be filled up as required.

- b) Bids, where prices are quoted in any other way shall be treated as non-responsive and will be rejected.

3. Contract period:

Two years from the date of work order extendable for a period of one year based on performance (total 03 years). **10% rent will be increased on quoted rent Annually** and approval of competent authority of AIIMS, Guwahati.

4. Bid validity: - The bids shall remain valid for acceptance for a period of 180 days after the date of tender opening prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

5. Scrutiny and Evaluation of Tenders: -

- a) Tenders will be evaluated based on the terms & conditions incorporated in the tender document.
- b) The Purchaser will examine the Tenders to determine whether they are complete, devoid of computational errors, documents signed & stamped etc.
- c) The Purchaser's determination of a Tender's responsiveness will be based on the contents of the tender itself without recourse to extrinsic evidence.

6. Non-responsive tender: - Non submission of the following will lead to the tender to be declared non – responsive and summarily rejected, regardless of specifying any reasons:

- a) Tender Acceptance Form as per Annexure-II (signed & stamped) not uploaded.
- b) Bid validity is shorter than the required period.
- c) Required Bid Security (Amount, validity etc.)/ Exemption documents have not been uploaded as per stipulated provisions
- d) Bidder has not agreed to give the required performance security of the required amount in an acceptable form for due performance of the contract.
- e) Bidder has not agreed to other essential conditions(s) specially incorporated in the Tender like terms of payment, liquidated damages, comprehensive warranty, dispute resolution mechanism, and applicable law.
- f) Bidders who stand de-registered/ banned/ blacklisted by any Central Govt. Ministries/ Departments/ Hospitals/ Institutes.
- g) Such other reasons which make the bid otherwise ineligible

7. Discrepancies in Prices: The Bidder(s) shall quote Rate up-to two decimals only. Only the first two decimals will be considered for quotation is having more than two decimals.

8. Purchaser's Right to accept any tender and to reject any or all tenders: The purchaser reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidders.

9. Corrupt or Fraudulent Practices: It is required by all concerned, namely the Consignee/Bidders/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser

defines, for the purposes of this provision, the terms set forth below as follows: -

- a) "Corrupt practice" means the offering, giving, receiving, or soliciting of anything in any form and of any value to influence the action of a public official in the procurement process or in contract execution; &
 - b) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser and includes collusive practice among Bidders (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.
 - c) A proposal will be rejected for the award if it is determined that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
10. Will declare a firm ineligible/debarred, either indefinitely or for a stated period, if it at any time it is determined that the firm has engaged in corrupt or fraudulent practices in competing for, or in execution of the contract.
11. The competent authority reserves the right to accept or reject any or all tenders without assigning reasons.
12. The competent authority reserves the right to modify, add or delete any terms & conditions of the contract as and when required.
13. Successful Bidder has to pay rent, on or before 05th of every month along with Electricity.

GENERAL TERMS & CONDITIONS

1. **Earnest Money Deposit:** EMD amounting to **Rs. 10,000/-** (Rupees Ten Thousand only) (refundable to unsuccessful bidders after award of the contract) to be deposited in the following Bank Account details The EMD should be deposited through online mode. The amount should be deposited in the bank details given below:

Account Holder Name: - AIIMS Guwahati EMD/SD
Account Number: - 497701000072
IFSC Code: - ICIC0004977

Exemption: Firms registered with NSIC/ MSME are exempted from submission of EMD (subject to the financial limits indicated in the NSIC certificate). Copy of the EMD submission should be furnished along with the bid.

2. Submission of Tender:

- i. The bidder must be located within **a 50 km radius**, and their registered office should be in Assam.
- ii. Vendors (lessees) must quote for Grocery cum Stationery Shop (2 shops) collectively and have to operate both the shop.

3. Selection of H1 Vendor:

For Grocery cum stationery shop, the bidder quoting highest rent (H1 bidder) will be selected and will be awarded the lease for the shop.

4. Issuance of Letters of Award (LOAs):

Upon selection, Letters of Award (LOAs) will be issued to the H1 vendor for the shop. The LOA will outline the terms and conditions of lease of the shop.

5. Use of contract documents and information

- a) The agency shall not, without AIIMS Guwahati written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this Tender document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- b) Further, the supplier shall not, without the AIIMS Guwahati prior written consent, make use of any document or information mentioned in this tender except for the sole purpose of fulfilling this contract.
- c) Except for the contract issued to the supplier, every other document mentioned in the tender shall remain the property of the AIIMS and, if advised by the AIIMS, all copies of all such documents shall be returned to the AIIMS on completion of the agency's performance and obligations under this contract.

6. Evaluation of the Bid:

- a) Detailed 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 material 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 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) The Institute may call the responsive bidders for discussion or presentation to facilitate and assess their understanding of the scope of work and its execution. However, the Institute shall have sole discretion to call for discussion / presentation.
- c) AIIMS Guwahati shall have right to accept or reject any or all tenders without assigning any reasons thereof.

7. Financial Evaluation: The financial evaluation shall be done for only those bidders who have been furnished all the requisite documents as sought and thereafter found to be technically eligible.

8. Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price, that is, the unit price shall prevail and the total price shall be corrected by the Institute. If there is a discrepancy between words and figures, the lesser amount shall be considered as valid. If the Supplier does not accept the correction of the errors, his bid shall be rejected.

9. **Award of Contract:** Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the highest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. The Institute reserves the right to counteroffer price(s) against price(s) quoted by any bidder.

In case of tie in financial bid of two or more participants then the following methods in sequence as given shall be adopted as a tie breaker:-

- i. Total Experience
- ii. Average Annual turnover

10. **Right of acceptance/Rejection:** AIIMS, Guwahati reserves the right to accept the whole or any part or portion of the bid; and the bidder shall provide the same at the rates quoted. The AIIMS Guwahati reserve the right to reject any or all tenders / quotations or all offers received in response to the tender or cancel or withdraw the tender notice without assigning any reason thereof and also does not bind itself to accept the lowest quotation or any tender and no claim in this regard shall be entertained.
11. **Assignment:** The bidder shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser's prior written permission.
12. **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. 100/- (Rs. One Hundred only) along with performance security within fifteen (15) days from the issue of notification of award. In the event of failure on the part of the successful bidder to sign the Contract within the period stipulated above, the acceptance of BID shall be considered as cancelled.
13. **Performance Security:** - The Successful Contractor will be required to furnish an amount of **Rs. 1,00,000/-** for Grocery cum Stationery Shop as a performance security through online mode and is to be deposited in the following Bank Account details
Account Holder Name: - AIIMS Guwahati EMD/SD Account Number: - 497701000072, IFSC Code: - ICIC0004977 within 30 days from the award of contract. Security Deposit shall be kept valid for a period of 24 m + 2 m = 26 Months beyond completion of all the contractual obligations.

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.

In case, the successful bidder shows inability at any stage, after the contract is finalized and awarded for whatsoever reason(s), to honor the contract, the EMD/Performance Security deposited shall be forfeited. Performance Security will be discharged after 60 days from the completion of contractor's performance obligations under the contract.

14. **Breach of Terms and Conditions:** In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the work order/ job without assigning any reason thereof and nothing will be payable by AIIMS, Guwahati in that event the security deposit shall stands forfeited forthwith.
15. **Insolvency:** In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case

of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified AIIMS, Guwahati shall have the power to terminate the contract without any prior notice.

16. Conditional bid will be treated as unresponsive, and it may be rejected.

17. Deployment of Workmen

- a) The licensee shall employ only such persons for running the shop who are skilled and experienced in their trades, they should be dutiful, sober, well-behaved and compliant to rules.
- b) The licensee shall neither employ any child labour nor any worker who is below 18 years of age.
- c) All the workers shall invariably carry their ID Cards (to be provided by the licensee at its own costs) and shall be produced to the security personnel and other Institutes authorities, whenever asked for.
- d) The workers in shop will wear neat and tidy Uniform/ clothes during the working hours.
- e) The Licensee shall be absolutely responsible for strict adherence of discipline and good conduct by its workers.
- f) The licensee shall be bound to remove any such worker and disallow him/her from entering into the Institute premises whom the Institute does not deem appropriate to continue within the Institute premises for administrative or any other reasons
- g) The licensee shall have absolute authority in regard to the engagement, disengagement, suspension, termination, retrenchment, dismissal and discharge etc. of its workmen and for all disciplinary actions against them. The licensee shall be responsible for master and servant relationship with its workmen and the Institute shall have no concern, whatsoever, with all the above-mentioned matters.
- h) The licensee shall be absolutely liable in regard to any dispute or other matters concerning its workmen which are initiated in any forum or court of law and shall further be liable to meet and discharge all the liabilities that may arise on account of its relationship with its worker from the decisions of any court including all liabilities as are thrust upon by virtue of the provisions of any labor law being in force at the time besides other statutory liabilities.
- i) The licensee shall further be liable to make good the loss to the property of the Institute, if any that may be caused on account of any non-responsible action on the part of its workers, whether deliberate or otherwise.

18. Compliance of Statutory Obligations and Other Provisions

- a) It is understood that a number of enactments and laws would apply to the licensee, which are supposed to be complied by the licensee in letter and spirit and in particular to laws relating to minimum wages to worker, employees compensation and Goods and Service Tax etc.
- b) The licensee shall ensure that no product shall be sold from the premises which is prohibited to be sold within the premises of an educational institute, as per the provisions of the Cigarette and Other Tobacco Products (Prohibition of Advertisement and Regulation of Trade and Commerce, Production, Supply and Distribution) Act, 2003.

- c) The licensee shall be liable to ensure compliance of all applicable enactments, rules, regulations and of other authorities besides the instructions of the Institute that may be in force from time to time including all the labour laws, employees compensation and the minimum wages, as well as Weights and Measures and Prevention of Food Adulteration etc.
- d) The Licensee shall be liable to make good the losses in financial terms that it may be subjected from time to time on account of any lapse on its part or arising out of statutory liabilities including the dues towards the workers in regard to wages, court awards, compensation which are caused to be paid/borne by the Institute due to the licensee's failure, as well as the Institute's license fee, electricity charges and other dues etc. The licensee shall pay all such dues to the Institute within fifteen days from the receipt of letter issued by the Institute in this behalf failing which; the same would be recovered/realized from the licensee's security deposit.
- e) The Institute shall be absolutely immune and deemed indemnified in all matters, claims, liabilities and legal consequences which relates to compliance of statutory provisions, rules and regulations, orders and directions of Govt. authorities/ municipal corporation/courts/forum etc. as well as the provisions of this contract agreement. In case, the Institute is put to bear any liability for lapses on the part of the licensee or for its illegal actions, the Institute would have the right to realize from the licensee all dues if those are in financial terms, and on other matters, in appropriate manner as it deems appropriate including adopting legal recourse.
- f) The Licensee shall ensure that it and its employees' do not adversely affect the peaceful and congenial atmosphere of the Institute's premises.

19. Penalties for non-performance

The penalties to be imposed, at any stage, under this tender are;

- a) Imposition of liquidated damages,
- b) Forfeiture of EMD/performance security,
- c) Termination of the contract,
- d) Blacklisting/debarring of the bidder
- e) Such other penalty which the lessor deems fit and proper.

20. Penalties for Non-Compliance (Sanitation/Quality/Pricing/Cleanliness)

- a) The bidder must maintain the highest standards of service and operations at all times.
- b) All items/products supplied must be of good quality; substandard or defective goods will not be accepted.
- c) The pricing of goods/services shall strictly adhere to the rates pre-approved by the Administration, local market rates (as applicable).
- d) Any complaint regarding overpricing will be treated seriously and may result in penalties. Supply of contraband, unauthorized, or banned goods/services—or any items not explicitly sanctioned—will lead to strict penal action, including disqualification from future tenders and legal consequences.

e) **Penalty Structure will be as follows:**

- 1st Violation: ₹1,000
- 2nd Violation: ₹1,500
- 3rd Violation: ₹2,000
- 4th Violation: **Termination of Contract**

21. Termination of Contract: Termination of license duly forfeiting PBG, can take place under the following circumstances:

- (a) If the successful bidder defaults in payment of rent for three months consecutively (or) three times in Calendar Year (or) indulgence in undesirable activities (Liquor/Drugs/Thefts/Similar, etc) delinquency in the services, the lease can be terminated giving One Month's Notice and the forfeited.
- (b) If the contractor fails to start the operations of the shop in the Institute within a period of (30) Thirty Days (from the date of issue of award letter) for whatsoever reasons.
- (c) Non-payment of PBG and failing to enter into an Agreement in the stipulated period of 15 Days after issue of award letter.
- (d) The Institute reserves the right to terminate the license with One Month's Notice, without assigning any reasons.
- (e) On the expiry of the contract
- (f) By giving one month notice by Institute on account of:
 - i) Assigning the contract or any part thereof to any Sub Bidder;
 - ii) On Bidder being declared insolvent by competent Court of Law.
- (g) During the notice period for termination of the contract, in the situation contemplated above, the Bidder shall keep on discharging his duties as before till the expiry of notice period.
- (h) Immediate termination of the contract under the following circumstances
 - i) On account of unsatisfactory performance
 - ii) Committing breach in Terms and Conditions of this agreement by the Bidder
 - iii) Persistently neglected to carry out his obligations under the contract.
- (i) Failure of the Successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for forfeiture of performance security.

22. Force Majeure: -

- (i) For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management.
- (ii) If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty- one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- (iii) If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- (iv) In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

23. Settlement of Disputes

Disputes related to shop rent, management, hygiene, or violation of terms & conditions shall be settled amicably between AIIMS Guwahati (Lessor) and the Agency (Lessee). If necessary, an Arbitrator shall be appointed with mutual consent under the arbitration and conciliation Act 1996. Any legal disputes shall be subject to the courts in the Assam only.

24. Applicable Law & Jurisdiction of Courts

- a) The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.
- b) All disputes arising out of this tender will be subject to the jurisdiction of courts of law in Guwahati (Assam) only.

SPECIAL TERMS & CONDITIONS

1. The bidder must be located within **a 50 km radius**, and their registered office should be in Assam.
2. **Provision of Space & Installation Responsibilities**
AIIMS Guwahati will provide only the infrastructure space, while the awarded bidders are responsible for installing the furniture and fixtures at their own expense.
3. **Structural Modifications**
The contractor shall not carry out any permanent structural modification to the premises.
4. Successful Bidder has to pay rent, on or before 05th of every month along with Electricity.
5. **Termination & Cancellation**
 - a) Sudden closure of the premises and stoppage of work without prior permission from the Executive Director, AIIMS Guwahati, may result in the cancellation of the license/ contract and forfeiture of the security deposit in addition to blacklisting of the firm forthwith.
 - b) The contract may be terminated by the Contractor after giving a notice of One month. However, AIIMS Guwahati can terminate the contract after giving a one-month notice period. During the initial period of three months, AIIMS Guwahati may terminate the contract with one week's notice. In case of termination due to poor performance or the Contractor's early termination, the security deposit will be forfeited.
6. **Contract Agreement**
A detailed contract agreement as per the terms of AIIMS Guwahati shall be executed by the successful agency for each shop within 15 days of receiving the Letter of Award from AIIMS Guwahati.
7. **Government Certificates & Licenses**
According to the respective category of the shop, the lessee shall possess all mandatory government certificates/licenses/approvals to run the business.
8. **Premises Maintenance & Sanitation**
 - a) The lessee shall be responsible for the maintenance of cleanliness, repairs, and high hygiene standards. This includes proper sanitation, prevention of infectious diseases, pest control, and maintenance of fixtures, fittings, and additional facilities like electricity and cooking gas.
 - b) The lessee must ensure the premises remain clean and free from unhygienic conditions. A penalty point no. 20 in General Terms & Conditions will be imposed if the premises/workers are found to be unclean
9. **Compliance with Laws**
The lessee, their agents, and employees must comply with all applicable laws, including the Shops & Establishment Act, Factory Act, Industrial Disputes Act, Minimum Wages Act, Labor Laws, and hygiene regulations. This also covers laws related to sanitation, cleanliness, product quality, and waste disposal.
10. No child worker should be employed by the firm/agency/contractor to run the shop and the agency should abide by labour & insurance law.

11. The running of shop will be subject of laws and bylaws of the Institute.
12. The successful bidder and its staff will make their own residential arrangement outside the premises of AIIMS Guwahati No one will be granted permission to stay in the shop during the night or during non-functional hours.
13. AIIMS Guwahati shall bear no responsibility for any accident/mishap to any of the employees of the lessee during performance of his/her duties. The institute shall not be responsible for any type of compensation, if any labour is injured/dies while on duty. Cost of Personal insurance of each labour has to be borne by the successful bidder.
14. The contractor(s) shall issue printed bills with GST for all items sold by them and shall be responsible for depositing the GST to the Govt. agencies as per Govt. norms. All mandatory taxes like GST, etc. shall be mentioned on the bill wherever applicable.
15. The contractor should enable online/digital payment gateways in the campus. The QR Code Scanner or the PoS/Swipe machine should be in the name of the firm/agency/contractor only. Penalty will be charged in case of any default on this part.
16. Single use plastic & disposables will be totally prohibited inside the campus.
17. AIIMS Guwahati reserves the right to fix the rates of the items of the successful vendor in case of rates of items found relatively higher than those of prevailing market rates.
18. Non-payment of Rent and electricity charges within time shall be deemed to be a serious breach of the contract and may lead to termination of the contract at the discretion of the Institute and which shall be subject to challenge by the licensee under any circumstances, whatsoever. Further, if the dues of electricity consumption remain unpaid for up to three months, the electricity connection shall be disconnected without giving any notice, in this behalf.
19. The licensee shall use the premises ONLY for which it has been given by the Institute under the contract. The use of the premises for other purposes will lead to the suspension/termination of the contract.
20. **Hygiene & Product Quality Standards**
The lessee must ensure that items sold/served conform to the hygiene and quality standards prescribed by relevant authorities, including the Prevention of Food Adulteration Act, 1954 (if applicable).
21. The successful bidder will have to register its all employees who will be working in the shop along with a Uniforms & ID cards mandatory for all shop employees. List of employees list to be submitted to Admin along with documents like Police verification, Aadhar Card, Character certificate from Gazetted Officers
22. **Display of Rate List**
A rate list must be displayed prominently at the respective outlet at all times.
23. **Prohibition of Certain Items**
The sale/serving/consumption/storage or promotion of alcoholic beverages, tobacco, pork, and/or beef etc., is strictly prohibited.
24. **Pricing of Goods**
 - a) Products should not be sold above MRP.
 - b) For non-MRP items rate list to be submitted for admin approval of AIIMS Guwahati.
 - c) Item prices as per prevailing local market rates.
 - d) Initial prices of items shall be approved by Administration of AIIMS Guwahati and the pricing to be periodically reviewed by AIIMS.

25. Working Hours

The working hours of the shops will be as follows:

- a) **Grocery cum Stationery Shop:** 8 AM – 9PM (Daily)

The outlet / shop shall operate on all seven days of the week and there shall be no holiday under any circumstances, save with the prior instructions/approval of the Competent Authority

26. Influence or Canvassing

Any form of canvassing or influencing the decisions of the authorities will result in disqualification of the applicant.

27. Physical Inspections

- a) The committee or officer appointed by the Executive Director, AIIMS Guwahati, shall conduct random/periodical inspections to check cleanliness and decorum.
- b) Any discrepancies (e.g., personal hygiene or worker misbehavior) will result in a fine as per the General Terms & Conditions.
- c) The Director of AIIMS Guwahati reserves the right to terminate the contract and forfeit the security deposit in case of all/any violations. The decision of the Director, AIIMS, Guwahati shall be final and binding.

28. Shop Eviction & Rent

In case of non-eviction after the permitted period, AIIMS Guwahati shall charge double rent and initiate legal action as per the PP Act.

29. The lessee shall deliver vacant possession of the premises intact upon expiry or termination of the contract. Failure to do so The AIIMS Guwahati reserves its right to take possession of the premises and forfeit the security deposit.

30. Subletting

The lessee shall not sublet or authorize any other firm to run the shop(s) without prior permission from AIIMS Guwahati. Any deviation shall be treated as a breach of the contract with consequences.

31. Complaint Register

The lessee must maintain a complaint register and present it weekly to the Administrative Officer, AIIMS Guwahati, to address concerns raised by employees or students.

32. Fire Safety

The lessee shall, at their own cost, install firefighting equipment and ensure proper fittings.

33. Indemnification

The lessee shall indemnify AIIMS Guwahati against any claims or damages arising from the lessee's failure to comply with applicable laws.

34. Expiration or Termination of License

Upon expiry or termination of the license, the lessee must vacate the premises and return it to the licensor in intact condition.

35. Public Premises & Jurisdiction

The leased shops are public premises as defined in the Public Premises (Eviction of Unauthorized

Occupants) Act, 1971. Disputes between the parties will be resolved as per this Act and within the jurisdiction of Assam.

AIIMS/Ghy/Procurement/01/2025-26/Leasing of Shops
INSTRUCTIONS FOR BID SUBMISSION

1. PREPARATION OF BIDS

i) Bidder needs to go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Any deviations from these may lead to rejection of the bid.

(ii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally. Bid documents needs to be submitted alongwith requisite documents in Hard copy in sealed envelope and has to be submitted either by post or in person in the Tender Box kept at Engineering Department, Medical College Building, AIIMS, Changsari, Assam-781101

2. CORRIGENDUM

- a) The lessor hereby reserves its right at any time prior to the deadline for submission of bids, the purchaser may, for any reason deemed fit by it, modify the Tender Enquiry Document by issuing suitable Corrigendum to it.
- b) Corrigendum in specification issued after pre-bid meeting will be final & no corrigendum will be issued thereafter.
- c) Corrigendum will be notified on the website of AIIMS Guwahati.

3 SUBMISSION OF BIDS:

- a) Bidder should submit the bid and documents on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) Bidders are requested to note that they should necessarily submit the bids in the format provided and no other format is acceptable.

4. ASSISTANCE TO BIDDERS

- Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

Institute website: www.aiimsguwahati.ac.in
Tender queries: engineering@aiimsguwahati.ac.in
Phone Number-0361-2800616

CHECK LIST FOR TERMS AND CONDITIONS

• **Checklist of documents to be submitted:**

S.No	Documents	Submitted (Yes/No)	Ref. Page No.
a)	Signed and scanned copy of duly attested copy of PAN, GST & Firm registration certificate or Certificate of Incorporation		
b)	Price Bid Form (Annexure I)		
c)	Signed copy of Tender Acceptance letter (Annexure-II)		
d)	Profile of the company/ organisation (Annexure-III)		
e)	Declaration regarding Non-Blacklisting (Annexure-IV)		
c)	Copy of EMD submitted through online mode		
d)	Copy of Trade license		
e)	Attach copy of last three years' Income Tax Return.		

Note: In case of non-fulfilment of any of the above information/ documents), the Tender will be summarily rejected without giving any notice.

Annexure-I

PRICE BID FORM

SI No.	Name of the shop	Rent/ License fee per month quoted by bidder (in Rs.)	GST (18%)	Total amount with GST (in Rs.)
(a)	(b)	(c)	(d)	(e)
1	Grocery store (Grocery items, Daily Consumable items) cum Stationery shop (with photostat & printing service)			

1. Grocery and Stationery store has been combined and will be rented to one bidder and hence the bidder should quote for both the store combinedly.
2. The bidders are required to quote rent for the designated area
3. The highest rent offered by the responsive bidder will be considered H-1 bidder.

Declaration by the Bidders:

This is certified that I/We before signing this Bid have read and fully understood all the terms and conditions contained herein and undertake I/ we to abide by them.

Name.....
 Address: -
 Phone No: -
 Email: -
 Seal: -
 Place:-.....
 Date :-.....

Annexure-II

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,
The Director, AIIMS Guwahati

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: Leasing of Grocer cum Stationery Shop

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/ Work' from the web site(s) namely: Leasing of Grocer cum Stationery Shop as per your advertisement, given in the above-mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. ____ to ____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Annexure-III

PROFILE OF THE ORGANIZATION/COMPANY/FIRM
(To be given on Company Letter Head)

FORM A: Particulars of the Firm/Company/Agency		
1.	Name of the firm/Company/Agency	
2.	Type of Firm/Company (Individual/ proprietary/ partnership/ public/private/ limited/ if any specify)	
3.	Type of business (Manufacturer/ Authorized Agent/Retailer/ Wholesaler/ if any specify)	
4.	Website if any	
5.	Year of Establishment	
6.	Permanent Account No (PAN)	
7.	GST Registration Certificate No	
8.	Communication Address	
9.	Email ID	
10.	Telephone/Phone Number	
Particulars of the firm representative		
11.	Name of the contact person	
12.	Designation	
13.	Email ID	
14.	Mobile No.	

FORM B: Particulars of Firm Bank Details		
15.	Name of the account holder / Firm	
16.	Account Number	
17.	Name of the Bank & Branch	
18.	IFSC Code	
19.	MICR code	
20.	Type of account	
21.	Address	
<i>*Please attach a Cancelled Cheque along with the account information form.</i>		

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information

I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme.

Certified that the particulars furnished above are correct as per our records.

Signature of the Authorized

Date:

Designation Office Seal of the Bidder)

Annexure - IV

AFFIDAVIT

**DECLARATION REGARDING CRIMINAL LIABILITY, BLACKLISTING /
DEBARRING AND NON-PENALIZE/ PUNISH FOR TAKING PART IN
TENDER**

*(To be executed & attested by Public Notary / Executive Magistrate on Rs. 100/-
non judicial Stamp paper by the Tenderer)*

I, _____
Proprietor/Director authorized signatory of the agency/Firm (M/s _____
_____), do hereby solemnly affirm and declare as follows:

1. I am authorized signatory of the agency/firm and is competent to sign this affidavit and execute this tender document;
2. I have carefully read and understood entire tender document including all the terms and conditions of the tender and undertake to abide by them;
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
4. I/We further undertake that no case/enquiry/investigation is pending with the police/court/vigilance or any government body against the Proprietor/Partner/Director etc. as individual or against legal entity of the Company /Firm/Agency.
5. I/We further undertake that none of the Proprietor/Partners/Directors of the firm/Agency has not been banned /suspended/blacklisted or debarred in the past by Union / State Government or organization from taking part in Government tenders in India and should not have any litigation in any of the labour court(s).

or

I / We _____(Tenderer) hereby
declare that the Firm / agency namely M/s. _____was
blacklisted or debarred by Union / State Government or any Organization
from taking part in Government tenders for a period of years w.e.f. _____to
_____. The period is over on
_____and now the firm/company is entitled to
take part in Government tenders.

6. I / We hereby declare that the firm / agency namely has not been penalized in the past years by Labour Court, EPFO & ESI by way imprisonment.

**AIIMS Ghy/Procurement/01/2025-26/Leasing of shops
or**

7. I/ We _____(Tenderer) hereby declare that the Firm / agency namely M/s. _____ has been penalized / punished by Union / State Government or any Organization from taking part in Government tenders for a period of years w.e.f. _____ to _____ The period is over on _____ and now the firm/ company is entitled to take part in Government tenders.
8. I/We further undertake to report to the F I/C (Procurement) of Procurement Office, AIIMS, Guwahati immediately after we are informed but, in any case, not later 15 days, if the Firm/Agency in which Proprietor/Partners/Directors of Firm/Agency which is banned/suspended in future during the Contract with you.
9. I/We further undertake that our firm/company is fulfilling all the terms and conditions/eligibility criteria obvious/explicit or implied/implicit recorded anywhere in the tender document. If at any time including the currency of the Contract, any discrepancy is found relating to our eligibility or the process of award of the contract criteria, this may lead to termination of contract and/or any other action deemed fit by the Institute.
10. In case the above information found false, I / we are fully aware that the tender/ contract will be rejected / cancelled by the AIIMS Guwahati, and SD (Security Deposit) shall be forfeited.
11. In addition to the above, the AIIMS, Guwahati will not be responsible to pay the bills for any completed /partially completed work.

Attested:	(Signature of the Bidder)
(Public Notary / Executive Magistrate)	Name:
Date	Designation
Place:	Seal of the Agency

I/We do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and nothing has been concealed therein.

Deponent

