TENDER NOTICE
OF CATERING SERVICES FOR NURSING HOSTEL MESS
AIIMS, Rishikesh, Virbhadra Road, Rishikesh (Dehradun)-249201 Uttarakhand
Date: 10th Oct, 2014

On behalf of the Director, All India Institute of Medical Sciences, Rishikesh tenders in sealed cover are invited under two-bid system from competent and experienced catering contractor/ Agencies, for providing catering Services in hostel mess inside the AIIMS Rishikesh premises for the Period of 12 month from the date of contract, with provision of further extension of one more year.

The interested contractor/agencies are required to submit the technical and financial bid separately. The bids in Sealed Cover-I containing “Technical Bid” and Sealed Cover-II containing “Financial Bid” should be placed in a third sealed cover super scribed “Tender for catering services in Nursing hostel mess inside the AIIMS Rishikesh” and should reach at the office of “The Sr. Administrative Officer, AIIMS, Virbhadra, Marg Rishikesh (Dehradun) - 249201, before 03.00 PM on or before 31/10/2014. The bid received after due date and time will not be entertained whatsoever may be the reason. The technical bids shall be opened on the same day at 03.00 PM at Tender Office, AIIMS, Rishikesh. In the event of any of the above mentioned date being declared as a holiday / closed day, the tenders will be opened on the next working day at the appointed time. The financial bid of technically qualified agencies will be open on next working day at 3.00 pm.

The tender document containing eligibility criterion, scope of work, terms & conditions can be purchased from AIIMS, Rishikesh from 11/10/2014 to 31/10/2014 between 10.00 AM and 02.00 PM on non-refundable payment of Rs.1135.00 (Rupees one thousand one hundred thirty five only) or can be downloaded from website www.aiimsrishikesh.edu.in. Those who download the tender document from website should enclose DD for Rs.1135.00 (Rupees one thousand one hundred thirty five only) (non-refundable) in favors of “AIIMS, Rishikesh”, payable at Rishikesh, not later the date of 30/10/2014 along with their technical bid in the Cover-I “Technical Bid”. The bid security (EMD) of Rs. 54,000.00 (Rupees fifty four thousand only) should be paid in the form of FD/TD/CD/BG in favour of “AIIMS, Rishikesh” payable at Rishikesh and will be place in cover 1 with technical bid. The Tender Documents are not transferable.

Bidder should necessary enclose a covering letter mentioning a summary of applied document with proper numbering.

Any future clarification and/or corrigendum(s) shall be communicated through Administrative Officer on the AIIMS, Rishikesh website: www.aiimsrishikesh.edu.in.

Sr. Administrative Officer
AIIMS, Rishikesh
TENDER DOCUMENT
TENDER FOR PROVIDING “CATERING SERVICES IN NURSING HOSTEL MESS INSIDE THE AIIMS, RISHIKESH”
TECHNICAL BID
(In separate sealed Cover-I super scribed as “Technical Bid”)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of Organization with complete address and telephone numbers to whom services provided</th>
<th>From</th>
<th>To</th>
<th>Contracted Amount (Rs. Per Month)</th>
<th>Reason for Termination</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

1. Name & Address of the Catering contractor /Agency with phone number, email, name and telephone/mobile

2. Constitution of Catering agency Individual/Sole proprietor firm/partnership firm/company

3. Name, Address & designation of the authorized person(Sole proprietor/partner /Director)

4. Experience in the work of providing Catering Services. Particulars of experience of approximate 100 person in an organization and more carried out in each of last 3 years along with a certificate from the agency where the job was carried out will be provided in following format (annex in separate sheet)

5. Set-up of your Organization, clearly indicating details of managerial, supervisory and other staff, also indicate the number of muster roll staff available for performing this service:
   a. Is the establishment registered with the Government; please give details with document/evidence.
   b. Do you have Labour license. Please provide details and attach a copy.
   c. Undertaking of the Agency confirming the availability of the adequate manpower of requisite experience for deployment in AIIMS, RISHIKESH.

6. Are you covered by the labour Legislations, such as, ESI, EPF, Gratuity Act etc.

7. Please give EPF No: ESI Code: Gratuity Act Regn. No:

8. Please attached the notarial declaration of following in 100 Rs. Stamp paper
   i. Adherence to the provision of PF & minimum wages act
   ii. Caterer/firm will not employ any child labour.
   iii. Personnel /labourers will be the employee of caterer/firm & there will be no employer-employee relationship between them and AIIMS, Rishikesh.
9. Please attach copy of last Return of Income Tax

10. Please attach balance sheet \textit{[duly certified annual turnover not less then twenty lacs by Chartered Accountant for last three (3) years]}

11. PAN No. (Please attach copy)

12. Service Tax Registration No. (Please attach copy)

13. Acceptance of terms & conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of tender document.

14. Power of Attorney/authorization for signing the bid documents

15. Please submit an undertaking that no case is pending with the police against the Proprietor/firm/partner or the Company (Agency). Indicate any convictions in the past against the Company/firm/partner. Also submit that proprietor/firm has never been black listed by any organization.

16. Details of the DD/Pay Order of Rs.54,000.00 towards bid security (EMD) \begin{itemize}
  \item FD/TD/CD/BG No.
  \item Date:
  \item Payable at-
\end{itemize}

<table>
<thead>
<tr>
<th>Details of cost of Tender for Rs. 1135/- (if downloaded from website)</th>
</tr>
</thead>
<tbody>
<tr>
<td>FD No.</td>
</tr>
<tr>
<td>Date:</td>
</tr>
<tr>
<td>Payable at-</td>
</tr>
</tbody>
</table>

\textbf{Declaration by the Tenderer:}

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

\textbf{Encls:}  1. DD/Pay Order No.
  2. Terms & Conditions (each page must be signed and sealed)
  3. Financial Bid

\textbf{(Signature of Tenderer with seal)}

Name: \\
Address:

Place:......................................

Date:......................................

\textbf{Tender Sl.No: Sign of issuing Authority}
To,  
Administrative Officer  
AIIMS Rishikesh, Virbhadra Marg  
Rishikesh (Dehradun)  

Dear Sir,  

Our quote for Catering services in hostel mess inside the AIIMS campus per student /per day will be as follows:-  

<table>
<thead>
<tr>
<th></th>
<th>(Amount in Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td></td>
</tr>
<tr>
<td>Lunch</td>
<td></td>
</tr>
<tr>
<td>High Tea</td>
<td></td>
</tr>
<tr>
<td>Dinner</td>
<td></td>
</tr>
<tr>
<td>Total quote (in word)</td>
<td>(in figure)</td>
</tr>
</tbody>
</table>

The above quote should include all applicable taxes except service tax. Service tax will be paid extra. **L1 will be decided on the basis of total quote for entire day meal.**

**Declaration by the Bidder:**

1. This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained in Tender document regarding terms & condition of the contract, rules regarding daily functioning of the mess with penal clauses. I/we agree to abide them.

2. No other charges would be payable by Client and there would be no increase in rates during the Contract period.

(Signature of Bidder with seal)

Place:…………………………………  
Name:…………………………………  
Date:…………………………………  
Seal:…………………………………  
Address…………………………………..

**Tender Sl.No:**  

**Sign of issuing Authority**  

**Sign of bidder**
TERMS & CONDITIONS OF CONTRACT
(Annexure to Agreement)

The Mess in the Hostel on the campus consists of a kitchen and a dining hall. The important Terms and Conditions are listed below for convenience.

1. The caterers are welcome to inspect the Hostel mess premises with prior appointment with Sr. Administrative Officer of AIIMS Rishikesh who can be contacted on Telephone No. 8475000257.
2. The Contract Agreement would be for a period of one year.
3. The catering contractor/firm has to arrange the kitchen equipment, gas burner, cooking utensils, crockery, cutlery etc. himself. Only industrial cylinder, dining hall furniture, service counter will be provided by AIIMS. The catering contractor/firm has to refill the industrial gas cylinder at his own cost.
4. Major civil and electrical works will be attended to Hospitality Manager. Minor maintenance jobs such as replacement of light bulbs, tube lights etc. are the responsibility of the catering contractor.
5. Procurement of good quality provisions and other consumables is the responsibility of the caterer.
6. Security of licensed premises, equipment, fittings and fixtures, furniture etc. is the responsibility of the catering contractor.
7. Maintenance of kitchen equipment & additional expenses on repairs and maintenance of equipment, if any, shall be borne by the caterer.
8. (a) Cleaning and Housekeeping of Kitchen and dining area, will be the sole responsibility of the caterer.
   (b) Cleaning of utensils, cutlery, crockery, kitchen equipment, furniture is also responsibility of the caterer.
9. Principal, College of Nursing, AIIMS, Rishikesh would reserve the right to check on cleanliness and Upkeep of premises and quality of provisions, and quality of the food.
10. The caterer shall attend a monthly meeting of the mess committee, failing which a penalty will be imposed.
11. No accommodation, except a changing/resting room, will be provided to the workmen of the caterer.
12. The timings, menu and price of extra items would be determined by the Mess Committee and the Student Council in consultation with the caterer.
13. The dining hall will be furnished by the AIIMS but it will be maintained in good décor and hygienically by the catering contractor.
Tender Enquiry No.: F.No.24/ Nursing Mess/62/2014-RISH(Admin)

Tender for Catering Services in Nursing hostel mess inside the AIIMS Rishikesh (Dehradun)

14. Engagement of required staff, providing uniforms etc. shall be done by the catering contractor/firm with approval of the AIIMS.

15. The approximate strength of mess members is expected to be a minimum of 120 students. This may be extended for other students also. Mess is likely to be closed during the summer and winter vacations, unless prior agreement is reached between Hostel/mess council and the caterer.

16. No food cooked in the mess may be taken out of the premises without prior permission.

17. The catering contractor has to pay license fee of Rs. 1000/- (Rupees one thousand only) per month.

18. The catering contractor will pay Rs. 500/- (Rupees five hundred only) towards water charges every month.

19. Electricity charges will as per sub meter fitted in the kitchen

20. In the event of award of the contract, the contractor should register himself with the Regional Labour Commissioner (Central), Rishikesh as a contractor under the Contract Labour Regulation Act and obtain a Labour License and complete all required formalities.

21. The caterer should adhere to the provisions of the Provident Fund Act, the Minimum Wages Act and other such acts which are applicable.

a. The caterer should ensure that the payment is made to the labourers as per Minimum wages act to the satisfaction of the licensee.

b. The Caterer shall not employ child labour and upon violation legal action would be taken.

c. The personnel/labourers provided by agency will not claim to become employees of AIIMS Rishikesh and there will be no employee and employer relationship between them and institution. The notarial declaration of above must be submitted by technical bid.

22. The caterer must have minimum experience of catering in an establishment of capacity of fifty or more in each of last 03 years.

23. The caterer will ensure the personal hygiene of all his workers. Regular medical checkup of all workers for not having any contagious/infectious disease will be done by caterer.

24. Bidder has to sign on each page of Tender document.
25. An EMD of Rs. 54000/- (Rupees fifty four thousand only) in the form of FD/TD/CD/BG in the name of AIIMS Rishikesh payable at Rishikesh will have to be attached with the technical bid in cover 1. Tender documents, if downloaded from website will need an additional demand draft for Rs. 1135/- (Rupees one thousand one hundred thirty five only) in favour of AIIMS Rishikesh payable at Rishikesh. The date of this additional demand draft for Rs. 1135/- (Rupees one thousand one hundred thirty five only) should not be later than 30/10/2014.

26. A pre bid meeting is planned on 16/10/2014, at 03.00 PM which may be attended by the bidder. The technical bids shall be opened on 31-10-2014 at 03.00 PM at Tender Office, AIIMS, Rishikesh. In the event of any of the above mentioned date being declared as a holiday / closed day, the tenders will be opened on the next working day at the appointed time. The financial bid of technically qualified agencies will be announced later.

27. The successful bidder has to sign a contract with AIIMS Rishikesh in Rs.100 (Rupees one hundred only) Stamp paper within 10(ten) days of award of the said work and will have to deposit the FD/TD/CD/BG of Rs. 1, 35,000/- (Rupees one lac thirty five thousand only) in the name of AIIMS Rishikesh payable at Rishikesh. The EMD Rs. 54,000/- (Rupees fifty four thousand only) will be refunded. The security deposit instrument should be valid for the period of 3 month beyond the contract period. This will be refunded after the successful completion of the contract without any interest.

28. **Penalties for violation of rules, terms and conditions are as follows:-**
   
   i. Non-availability of complaint register on the counter/discouraging students from registering complaints would lead to a fine of Rs. 500/- (Rupees five hundred only) on the caterer.
   
   ii. Three or more complaints of insects and/or foreign object cooked along with food found in any food item would invite a fine of Rs. 1,000/- (Rupees one thousand only) on the caterer.
   
   iii. Three or more complaints of unclean utensils in a day would lead to a fine of Rs. 1,000/- (Rupees one thousand only) on the caterer.
   
   iv. If mess committee agrees that certain meal was not cooked properly then a fine of Rs. 1,000/- (Rupees one thousand only) would be imposed on the caterer.
   
   v. If food for any meal gets over within timings of mess and waiting time is more than 15 minutes for lunch and dinner, and 10 minutes of breakfast and Tiffin then a fine of Rs. 500/- (Rupees five hundred only) would be imposed on the caterer. The timing for that meal will be extended equivalent to delay time.
   
   vi. Changes in menu of any meal without permission of mess committee would result in a fine of Rs. 500/- (Rupees five hundred only) on the caterer.
   
   vii. Fine on any discrepancy (personal hygiene of workers, misbehavior by workers etc.) will lead to fine of Rs. 500/- (Rupees five hundred only) on caterer for every instance.
   
   viii. For any rules stated in the agreement,
   a. First violation of the rule implies fine as per the rule.
   b. Second and subsequent violations of the same rule within 30 days of previous fine will attract triple the initial amount of fine on the caterer.
Tender for Catering Services in Nursing hostel mess inside the AIIMS Rishikesh (Dehradun)

ix. Absence of proprietor or his representative empowered to take decision from mess council meetings on due invitation (which will be held once every month) will attract a fine of Rs. 1,000/- (Rupees one thousand only) on caterer.

x. As and when mess council proposes a fine it will inform the representative of the caterer or mess manager and fine will be imposed with consent of the wardens.

xi. Using of brands not mentioned in the contract without prior permission and adulteration shall invoke a hefty fine beyond the limit of any fine mentioned above and decided by the mess council with consent with the wardens.

xii. Severity of hygiene failure shall be assessed and decided by the mess council and fined appropriately. In case of gross failure/negligence a severe penalty will be imposed, which could be a hefty fine as cash and/or summary termination of the Contract.

29. **Rules pertaining to daily functioning of the mess**

i. Mess timing will be provisionally as follows. Can be changes from time to time

<table>
<thead>
<tr>
<th>Time</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td>7:00 AM to 8:00 AM</td>
</tr>
<tr>
<td>Lunch</td>
<td>1:00 PM to 2:30 PM</td>
</tr>
<tr>
<td>Tea time</td>
<td>5:00 PM to 6:00 PM</td>
</tr>
<tr>
<td>Dinner</td>
<td>8:00 PM to 9:30PM</td>
</tr>
</tbody>
</table>

ii. Unlimited salad will be provided during lunch and dinner. It will comprise of lemon and any three of the following in every meal: Tomatoes, cucumbers, onions, beetroots, carrots, and cabbage.

iii. Mouth freshener (Fennel seeds and sugar) and Pickle to be provided with every meal.

iv. **Paneer** is to be served twice in a week if so decided in the menu.

v. **Chaas** (1 glass of 200 ml)/ **Lassi** (1 glass of 200 ml)/ **Raita**/ **shrikhand**/ **curd rice**, must be served during lunch on one day of the week, if so decided in the menu. On other days when chaas/lassi/raita/shrikhand/curd rice will not be served, curd must be served.

vi. Coconut **chutney & sambhar** will be served with all south Indian dishes (like idli, dosa, uttappam, etc.)

vii. Sweet Dish or Ice Cream (1 cup or bar) or Milkshake (1 glass of 200 ml) or one serving of Fruit have to be served with dinner on all seven days. Sweets must include variety from all parts of the country like Bengali, Gujarati, South Indian sweets etc.
Tender Enquiry No.: F.No.24/Nursing Mess/62/2014-RISH(Admin)

Tender for Catering Services in Nursing hostel mess inside the AIIMS Rishikesh (Dehradun)

viii. Whenever butter is provided, Students will be served ~20 gms of butter. Ketchup has to be provided along with dishes like Maggie, Samosa, Paratha etc.

ix. Imli Chutney will be served with items like samosa, kachori, all types of chats etc.

x. Menu as decided by the mess committee will be strictly followed.

xi. Any extra items or special dishes over and above the decided mess menu can be sold at prices decided in by the Mess Council in consultation with the caterer.

xii. Sufficient counters should be operational. The need will be decided by the Mess Council.

xiii. Catering services for institute events held within the premises of the hostel may be undertaken only after obtaining a written permission from the Principal, College of Nursing and mess council at least three days prior to the event.

xiv. Coupons for guest meals and extra will be sold (given) to the customer either on the basis of a student writing for it in the register maintained or against cash payment for the same to the caterers. The price of the same shall be decided by the mess council in consultation with the Caterer.

xv. Rebate will be given to students for a minimum period of three days on which he does not avail mess facility with prior notification of one day.

xvi. In case the mess is closed on any occasion or for pest control then special dinner / lunch shall be provided, at no extra cost.

xvii. In case a special event is organized in the hostel for which food is arranged from another caterer/restaurant, the students will get a discount corresponding to the food charges for that meal.

30. **General Structure of the Mess Menu**

The following is the general structure of the menu. The detailed menu is provided in the table that follows.

**Breakfast***

Indian dish

AND

4 Slices of Toasted Bread with butter and jam.

AND

Milk (one Glass of 200 ml) with Cornflakes or Tea or Coffee
AND

Fruits

*All options should be available on all days

**Lunch**
Unlimited Rice, Unlimited Chapatti (with and without Ghee) or Plain Parantha or Poori, Unlimited Dal or Sambar, One Unlimited Curry, **Sabji** (green vegetable), Salad, **Papad**, Curd/Raita / Chaas / Lassi / Shrikhand / Curd Rice as mentioned

**High Tea**
- Snack items (*Poha/Cutlet/pakori/pakoda/aaloo bada/ Halwa/Toast/Biscuit/maggi/chowmin*)
- A cup of Tea/Coffee

**Dinner**
- Unlimited Rice, Unlimited Chapatti (with and without Ghee) or Plain Parantha, Unlimited Dal , One Unlimited Curry, **Sabji** (green vegetable or seasonal vegetable), Salad, Pickle, Curd, Papad/ Sprouts
- Sweet Dish or Ice Cream, Fruit (Papaya)
31. Sample mess menu (This is a representative menu only)

<table>
<thead>
<tr>
<th>Day</th>
<th>Breakfast*</th>
<th>Lunch</th>
<th>Tiffin</th>
<th>Dinner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday</td>
<td>Cutlet</td>
<td>Rajma, Methi Poori, Rice, Dal, Curd Rice, Salad, Pickle</td>
<td>Dosa, Coconut Chutney, Sambhar</td>
<td>Veg. Hariyali, Roti, Dal, Rice, Pineapple Slice, Salad, Pickle</td>
</tr>
<tr>
<td>Tuesday</td>
<td>Sprouts</td>
<td>Veg. Korma, Dal Makhani, Rice, Curd, Chapati, Salad, Fried Papad, Pickle</td>
<td>Chowmin</td>
<td>Alu-Pattagobi, Roti, Dal, Rice, Ice Cream, Green Chillies Chutney, Salad, Pickle</td>
</tr>
<tr>
<td>Wednesday</td>
<td>Vermicelli Upma</td>
<td>Shahi Paneer, Poori, Rice, Dal, Shrikhand, Salad, Pickle</td>
<td>Maggi</td>
<td>Veg. Biryani, Dal, Roti, Alu-Cauliflower, Kheer, Salad, Pickle</td>
</tr>
<tr>
<td>Thursday</td>
<td>Poha</td>
<td>Kalachana, Jeera Rice, Dal, Roti, Tomato Chutney, Chaas, Salad, Fried Papad, Pickle</td>
<td>Idli, Sambhar, Coconut Chutney</td>
<td>Khichdi, Kadhipakoda, Roti, Jeera Aloo, Fruit, Green Chillies Chutney, Salad, Pickle Extra : Paneer Makhni</td>
</tr>
<tr>
<td>Saturday</td>
<td>Alu Parantha, Dahi</td>
<td>Matar Paneer, Roti, Veg Pulao, Veg Raita, Salad, Roasted Papad, Pickle</td>
<td>Samosa</td>
<td>Chawli Sabji, Roti, Rice, Sambhar, Roasted Papad, Green Chillies Chutney, Apple, Salad, Pickle</td>
</tr>
<tr>
<td>Sunday</td>
<td>Onion Paratha, Lassi</td>
<td>Malai Kofta, Roti, Rice, Dal, Dahi, Salad, Roasted Papad, Pickle</td>
<td>Pani Puri, Imli Chutney</td>
<td>Dum Aloo, Plain Parantha, Rice, Dal Makhani, Sweet, Salad, Pickle</td>
</tr>
</tbody>
</table>

This only a sample menus it is suggested to change from time to time as per recommendation of mess council

*A cup of tea or coffee/day.

- In breakfast, only the item present as Indian Dish has been mentioned. Rest all items as started earlier will always be there, as indicated by.
32. The catering contractor/firm must use the following brands:

<table>
<thead>
<tr>
<th>Item</th>
<th>Brand</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salt</td>
<td>Tata, Annapurna, Nature fresh</td>
</tr>
<tr>
<td>Spices</td>
<td>M.D.H. Masala, Satyam, Badshah, Everest</td>
</tr>
<tr>
<td>Ketchup</td>
<td>Maggi, Kissan</td>
</tr>
<tr>
<td>Oil (Sunflower)</td>
<td>Sundrop, Godrej, Saffola, Fortune, Dhara (use of Hydrogenated (vanaspati) oil is prohibited)</td>
</tr>
<tr>
<td>Pickle</td>
<td>Mother's or Pravin or Priya</td>
</tr>
<tr>
<td>Atta</td>
<td>Ashirvad, Pillsbury, Annapurna</td>
</tr>
<tr>
<td>Instant Noodles</td>
<td>Maggi</td>
</tr>
<tr>
<td>Flavoured fruit drinks</td>
<td>Real</td>
</tr>
<tr>
<td>Papad</td>
<td>Lijjat</td>
</tr>
<tr>
<td>Butter</td>
<td>Amul, Brittania, Mother Dairy</td>
</tr>
<tr>
<td>Bread</td>
<td>Sanchi, Modern, Kwality, Wibs</td>
</tr>
<tr>
<td>Cornflakes</td>
<td>Kellog’s</td>
</tr>
<tr>
<td>Jam</td>
<td>Kisan or Maggi</td>
</tr>
<tr>
<td>Ghee</td>
<td>Sanchi, Amul, Mother Dairy, Britannia</td>
</tr>
<tr>
<td>Shrikhand</td>
<td>Sanchi, Amul</td>
</tr>
<tr>
<td>Milk</td>
<td>Sanchi, Amul, Mother Dairy (Without Water)</td>
</tr>
<tr>
<td>Paneer</td>
<td>Amul</td>
</tr>
<tr>
<td>Tea</td>
<td>Brook bond, Lipton, Tata, Taaza</td>
</tr>
<tr>
<td>Coffee</td>
<td>Nescafe</td>
</tr>
<tr>
<td>Ice Cream</td>
<td>Top n Town, Amul, Mother Dairy, Kwality</td>
</tr>
</tbody>
</table>

The caterer may use any other FPO approved brands only if permitted by the Mess Council in writing.
33. In case of non compliance/non-performance of the services according the terms of the contract, the Administrative Officer, AIIMS, Rishikesh shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the Contract.

34. The Agency shall be solely liable for all payment/dues of the Workers employed and deployed by it. The Agency shall fully indemnify AIIMS, Rishikesh against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment /work in AIIMS, Rishikesh premises / facility.

35. The decision of AIIMS, Rishikesh in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.

36. In case of any dispute between the Agency and AIIMS, Rishikesh, AIIMS, Rishikesh shall have the right to decide. However all matters of jurisdiction shall be at the local courts located at Rishikesh/Dehradun.

37. In case of any dispute or differences arising under the terms of this Agreement the same shall be settled by reference to arbitration by a sole Arbitrator to be appointed by Deputy Director (Admn.), AIIMS, Rishikesh. The provisions of Arbitration and Conciliation Act 1996 shall be applicable.

38. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.