

PT. B.D. SHARMA UNIVERSITY OF HEALTH SCIENCES, ROHTAK

Terms & Conditions for allotment / licence out the Cafeteria in the Institute of Mental Health, Pt. B. D. Sharma, University of Health Sciences, Rohtak through E-Tender (www.uhsr.ac.in and www.etenders.hry.nic.in).

1. The ownership of the Cafeteria in Institute of Mental Health, UHS and its legal possession will remain with Pt. B. D. Sharma University of Health Sciences, Rohtak. Licencee will have the right to use the Cafeteria as licensee during the licence period for the required business only.
2. The licensee shall be required to give surety bond of two persons within one month from the date of commencement of the licence. They will execute a surety bond to the effect that they will be responsible to pay the licence money if due because of nonpayment. The surety bond will be duly registered/ attested with Sub- Registrar, Rohtak stating that the sureties are solvent to the extent of the licence money (the amount of licence money shall have to be specified). If licensee fails to submit surety bond in time, his licence shall be cancelled and security and other amount deposited by him shall be forfeited.
3. That the licensee will have to deposit one month advance Licence fee, Goods & Service Tax (as applicable) as per rates quoted/prescribed by Central Excise Deptt., Govt. of India from time to time in the shape of demand draft/banker cheque/pay order in the name of Controller of Finance, UHS, Rohtak and will also deposit 20% amount of the total licence fees as security money in the shape of fixed deposit duly pledged in the name of Registrar, Pt. B. D. Sharma University of Health Sciences, Rohtak. The licensee will be required to submit an undertaking incorporating terms and conditions of licence on a non judicial stamp paper of Rs. 100/- duly attested by Executive Magistrate, Rohtak within seven days of the provisionally acceptance of tender. Thereafter, Cafeteria will be licenced out. If licensee do not complete these required formalities within stipulated period then the licence accepted provisionally shall be cancelled and the earnest money and other amounts deposited by him shall be forfeited.
4. The licensee shall also pay the electricity, water, sewerage charges and other municipal charges alongwith Goods & Service Tax imposed by the office of the Commissioner, Central Excise Department, Rohtak as per rates quoted/prescribed by them from time to time.
5. No space outside the Cafeteria for any purpose is allowed to be used. If licensee is found utilizing the space outside the Cafeteria then a fine of Rs. 5000/- shall be imposed on each occasion on the spot upto a maximum of three such offences & after that the licence shall be cancelled.
6. The Cafeteria or its part shall not be sublet to any other person/party. The licensee shall not make any addition or alteration in the existing basic structure. However, the licensee may create his own temporary alteration within the premises of the Cafeteria as per the needs of the Cafeteria which may be removed after termination of licence.
7. The earnest money of the unsuccessful tenderers will be refunded after finalization of the tender.
8. The telegraphic tenders, conditional tenders, tenders not on prescribed form and tenders without earnest money and tenders received late will not be entertained.
9. The Licensee who had been declared defaulter in the past or whose period of licence was cancelled due to unsatisfactory functioning in the University will not be entertained.
10. The licence period will be only for one year unless terminated earlier by the Competent Authority for violation of the terms and conditions of the undertaking or any other malpractice & extendable for another one year subject to satisfactory report of service.
11. That in case of breach of any terms and conditions, the licence shall be terminated without any notice and security amount & other amount shall be forfeited.
12. The Cafeteria shall be governed by the Food and Adulteration Act, 1954, if licensee violates any terms and condition of Food and Adulteration Act Competent Authority of this institution will cancel the licence and lock the Cafeteria without issuing any notice and the security & other amount deposited earlier shall stand forfeited.
13. The licensee shall be required to deposit monthly licence fee and Goods & Service Tax upto 7<sup>th</sup> of every English Calendar month and if it happens to be a holiday, then next working day shall be taken as date of payment of licence fee . If licensee failed to deposit the licence fee in time than licence fee as fine of Rs. 100/- per day shall be levied upto 15<sup>th</sup> of the English Calendar month. If licensee failed to deposit monthly licence fee and licence fee as fine by 15<sup>th</sup> date of the due month then the Competent Authority of this institution shall be competent to cancel the licence and lock the premises without issuing any notice and the security and other amount deposited earlier shall stand forfeited.

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14. If Cafeteria remains closed for more than 7 days, it will be presumed to have been closed down and in that situation the licence shall be cancelled without issuing any notice and the security and other amount deposited by him shall be forfeited.
15. If there is a dispute the matter will be referred to an Arbitrator who would be the Vice-Chancellor, UHS, Rohtak or will be appointed by him and his decision shall be final.
16. In case of Legal dispute, the jurisdiction shall be at Rohtak.
17. The University Authority shall not be responsible for the payment of the bills due against any member of the staff, visitors and students etc.
18. The licensee shall not sell those articles/ items, which have been banned by the State/ Central Government. Licensee shall also ensure that no unlawful activities shall take place in the shop/Cafeteria licenced out to him. If anything untoward is reported in this respect then the licence of licensee shall be cancelled immediately and security amount and other amounts deposited by him shall be forfeited.
19. The licensee shall vacate the premises given to him/ her on the last day of completion of licence period failing which penal licence fee shall be charged @ 10 times of the licence fee for the first three months and thereafter @ 20 times for the next three months. After the expiry of six months, licence period shall not be extended and premises shall be locked by the Competent Authority of this University without any notice.
20. In case of death of the licensee during licence period, the licence shall be transferred to the nominee declared by licensee at time of allotment after following due procedure.
21. The security amount of the licensee shall be refunded after the expiry of licence period after deducting the unpaid amount due as licence fee, licence fee as fine, penal licence fee, electricity, water and municipal charges etc.
22. That in the event of violation of any of the terms and conditions of the licence by the licensee, the security amount and other amounts deposited by him earlier shall be forfeited and the licence shall be cancelled.
23. The licensee of Cafeteria situated in the Institute of Mental Health of University of Health Sciences, Rohtak shall give an undertaking in the shape of affidavit of Rs. 10/- on stamps paper to the effect that he shall vacate the Cafeteria as and when required by the University.
24. The successful bidders will deposit one month advance licence fee in the form of DD in favour of Controller of Finance, UHS, Rohtak i.e after finalization of tender on same day within one week in MG Branch, PGIMS, Rohtak. One month licence fee would be worked out after dividing the quoted amount by 12 months (Licence period). If first bidder does not accept the tender within ten days then tender may be offered to the second bidder only if the second bidder quoted rates above the reserve price and the process can be followed upto third bidder on the same pattern. If first, second & third bidder did not implement the formalities of tender then earnest money of first, second & third bidder shall be forfeited and then fresh tender will be invited.
25. The items to be provided by the licensee shall be of good quality and competitive price as per list attached.
26. The licensee will remain present in the licenced out Cafeteria or his/her authorized representative will remain present in the Cafeteria in his/her absence.
27. The approved articles/ items sold/ stored for sale in the Cafeteria shall be of good quality if anything sub-standard quality found, Competent Authority or any other officer authorized by him on his behalf may seize the whole stock or part thereof and order the destruction thereof. In addition a fine of Rs. 1000/- can be imposed for such default at first instance and Rs. 3000/- and a maximum of Rs. 5000/- on subsequent defaults accordingly.
28. A rate list of all articles sold at the Cafeteria and duly approved by the authorities shall be displayed by the licensee at all times. Over charging of rates is strictly prohibited. In case of default, a licence fee as fine upto Rs. 1000/- will be imposed at first instance and Rs.3000/- and Rs.5000/- on subsequent defaults & if violation consequently more than 3 times his licence will be cancelled.
29. The licensee shall arrange his own furniture in the Cafeteria.
30. The licensee shall make his own arrangement for electric meter and licensee shall pay electricity charges to UHBVN, Rohtak
31. No child labour shall be employed by the licensee in any case. Full details of the employed person will be maintained by the licensee and will be provided to competent authority as and when demanded.
32. The licensee on himself and on its workers shall display the identification plates.
33. No substitute manufactured by a different company under different trade, name shall be sold; only the items prescribed shall be dispensed/offered for sale.
34. Appropriate storage facilities in the Refrigerator for perishable items shall be maintained.

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35. Receipt shall be provided to all customers for every item sold whether the same is demanded by customer or not.
  36. The licensee shall maintain the said premises in satisfactory and good condition and shall not allow damage to be caused to such structure given out to him. In case of any loss or damage, the same shall be recovered from him.
  37. The licensee shall supply the list of his workers alongwith their identity deployed by him who shall be equally responsible to receive any orders/information issued from this office rather they shall be treated as like licensee in this regard.
  38. The licensee and his workers shall maintain personal hygiene.
  39. The licensee shall be self responsible for any theft, loss and damages due to natural calamities like fire, storm, earthquake, heavy rain etc. of the temporary structure.
  40. The licensee has to maintain a COMPLAINT REGISTER at the counter which shall be indicated on Sign Board which can be inspected by Competent Authority at any moment.
  41. The licensee shall be responsible to maintain all reasonable standard of cleanliness and hygiene in the Cafeteria and the surrounding area and disposal of garbage as per Pollution Control Board / healthy environmental norms, in default a fine upto Rs. 1000/- at first instance and Rs . 3000/- & 5000/- on subsequent defaults can be imposed on the licensee by Competent Authority of this institution. In violation of terms and conditions more than 3 times his licence shall be cancelled.
  42. The Cafeteria can be inspected at any time by the Competent Authority or any other officer/official deputed/Authorized by him on his behalf.
  43. To regulate price and quality, regular monitoring and supervision shall be made any time by an officer/official so authorized by the authorities and submit the report of the irregularities, if any, to the office for necessary action by the committee, or authorized officer by the competent authority.
  44. That the Cafeteria will be on Non-Exclusive basis and more than one Cafeteria/Shop of the same kind can be opened by Competent Authority of University in the same premises or in other premises of University initially or subsequently. The licensee shall not be entitled to raise any objection or for deduction in licence period and security money in case some other Cafeteria/shop is constructed in University or in case there comes in existence any authorized Cafeteria/Shop.
  45. The sample of the articles can be collected at any time by the Competent Authority or his representative and if found substandard, appropriate punishment including cancellation of licence can be imposed.
  46. The Competent Authority of UHS shall be entitled to recover any outstanding dues including penalty/ licence fee as fine, installments etc from the licensee as arrear of land revenue through the concerned Collector.
  47. During the current period of licence if Cafeteria is required by the Competent Authority of UHS for any purpose the licence may be cancelled and the licensee shall have to vacate the Cafeteria premises within the time limit specified in order. In case of such an eventuality no compensation except proportionate remission of licence fee as security amount which has been paid by the licensee for the unexpired period of licence shall be returned.
  48. The Vice Chancellor, Pt. B.D. Sharma, University of Health Sciences, Rohtak reserves the right to reject the tender in the interest of the University.
  49. In case of any dispute/ any violation arises which is not mentioned in the undertaking, the decision of Vice Chancellor, University of Health Sciences, Rohtak shall be final.
  50. Any CORRIGENDUM regarding for above mentioned tenders will be uploaded on the university website [www.uhsr.ac.in](http://www.uhsr.ac.in) and [www.etenders.hry.nic.in](http://www.etenders.hry.nic.in).

**Encl: Rate list**

**Note:- The Vice Chancellor, Pt. B.D. Sharma, University of Health Sciences, Rohtak reserves the right to reject the tender without assigning any reason whatsoever.**

*[Handwritten signatures and initials]*

PT. B.D. SHARMA UNIVERSITY OF HEALTH SCIENCES, ROHTAK

Cafeteria, Institute of Mental Health, UHS, Rohtak

Rate List

Sr. No.	Items	Rate List
1	Tea	Rs. 10/-
2	Coffee / Tea – Dip	Rs. 15/-
3	Bread Pakoda / Samosa / Paneer Pakoda	Rs. 15/-
4	Ladoo / Ballushahi/Sweet (any other)	Rs. 05/-
5	Cold Drink	Not More Than- MRP
6	Water Bottle	Not More Than- MRP
7	Milk Bottle (Vita/Amul/Verka etc.)	Not More Than- MRP
8	Aloo/Paneer/Onion/Mix Prantha (with butter small packet/Achar Small Packet)	Rs. 20/-
9	Curd (Vita / Amul/Verka etc.)	Not More Than- MRP
10	Lassi (Vita / Amul/Verka etc.)	Not More Than- MRP
11	Milk Packet (Vita / Amul/Verka etc.)	Not More Than- MRP
12	Juice Bottle / Container	Not More Than- MRP
13	Soup	Rs. 10/-
14	Meal (Rice Half Plate + 02 Chapatias or 04 Puri + 1 Katori Veg + 1 Katori Rajma / Daal + 100 gm Curd + Green Salad)	Rs. 50/-
15	Ice – Cream	Not More Than- MRP
16	Egg Omelet (2 Eggs & 2 Bread Slice)	Rs. 25/-
17	Maggie/Noodles/Cup Noodles	Rs. 25/25/MRP.
18	Dosa/Idli/Wada with Sambhar	Rs. 40/30/30/-
19	Any packed food items i.e. Chips, Biscuits etc. of standard company	Not More Than- MRP

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**PT. B . D SHARMA UNIVERSITY OF HEALTH SCIENCES, ROHTAK**

**Tender Cost:- Rs. 1000/-**

Affix  
Passport Size  
Photograph

Office of the Registrar  
Pt. B.D Sharma, University of Health Sciences, Rohtak  
(Forwarding letter / Undertaking)

**Annexure -I**

Sr. No. of e-Tender	
File No.	
Subject	Allotment of Cafeteria, SIMH in University of Health Sciences, Rohtak. The licence period will be only for one year unless terminated earlier by the competent authority for violation of the terms and conditions of the any other malpractice & extendable for another one year subject to the satisfactory report of service.

The Registrar  
Pt. B.D Sharma, University of Health Sciences,  
Rohtak

Dear Sir/Madam,

1. I/We hereby submit our documents against the above cited e-tender Cafeteria, SIMH in University of Health Sciences, Rohtak. The licence period will be only for one year unless terminated earlier by the competent authority for violation of the terms and conditions of the any other malpractice & extendable for another one year subject to the satisfactory report of service.
2. I/We am/are now enclosing herewith the FDR No. \_\_\_\_\_ dated \_\_\_\_\_ for the Rs. .... drawn in favour of the Registrar, Pt. B.D Sharma UHS, Rohtak toward EMD/BID security.
3. I/We have gone through all terms and conditions of this tender before submitting the same and agreed to all the terms and conditions, stipulated by the UHS Rohtak, in this connection.
4. I/We have noted that over written entries shall be deleted unless duly cut & re-written and initialed.
5. E-Tender is duly signed (No thumb impression should be affixed) by the proprietor/ authorized signatory.
6. I/We undertake to sign the contract/agreement, if required, within 21 (Twenty One) days from the issue of the letter of acceptance / offer, failing which my / our security money deposited may be forfeited and my / our name may be removed from the list of contractors at the UHS, Rohtak.
7. Amount of licence fee offered for the licence period from the date of commencement to one year is

Rs. ....

(In words).....

**Please enclosed two ID for residence proof:-  
Adhar Card / Voter Card / Ration Card / Pass Book**

Yours Sincerely  
Signature with rubber stamp  
of Tenderer with full address

Witness with full address and contact No. \_\_\_\_\_

Witness with full address and contact No. \_\_\_\_\_

Note:-

1. All terms & condition such as statutory liabilities, taxes etc. have been indicated in the quotations failing which it will be presumed that the rates are inclusive of all taxes and other terms and conditions are also as per your requirements.
2. The forwarding letter / Annexure - I duly signed form part of e-tender and should be submitted along with tender documents failing which the tender shall be rejected.
3. e-Tender not accompanied with EMD/Bid security along with Commercial Bid shall be summarily rejected.

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27/11/19

**NOTICE INVITING E-TENDER**

The Registrar on behalf of the Vice-Chancellor, Pt. B. D. Sharma University of Health Sciences, Rohtak invites e-tenders under bid system for the following works / items through e-tender system.

Name of work & file reference	Tender Cost (in Rs.)	EMD/Bid Security 20% for one year (in Rs.)	License Fee per month	License Fee for one year
Allotment of Cafeteria, SIMH in University of Health Sciences, Rohtak the licence period will be only for one year unless terminated earlier by the competent authority for violation of the terms and conditions or any other malpractice & extendable for another one year subject to the satisfactory report of service.	1000/- (Rupees One Thousand only)	Rs. 68,320/- (Sixty Eight Thousand Three Hundred Twenty only)	Rs.24,125/- (per month) + GST as applicable on license fee	Rs. 24,125 GST 18% Rs. 4342/- Total Licence Fee = 24,125 + 4342 x 12 = 3,41,604/- for one year

1. The e-tender form can be downloaded from e-tender link available on the UHSR website: [www.uhsr.ac.in](http://www.uhsr.ac.in) and portal [www.etenders.hry.nic.in](http://www.etenders.hry.nic.in).
2. The cost of tender and Earnest Money Deposit (EMD) have to be deposited in the O/o Director (MG Branch), PGIMS, Rohtak before the closing date in shape of FD (Fix Deposit) in favor of Registrar, UHS, Rohtak. Non submission of tender cost and EMD would lead to rejection of the tender.
3. Last date of submission / receipt of tender (s) is 30.07.2019 upto 01:00 PM
4. Pre bid meeting will be held on 22.07.2019 at 11:00 PM in the Committee Room O/o Director Cum-CEO, SIMH, U.H.S, Rohtak.
5. E-tender will be opened on 01.08.2019 at 11.00 A.N. in the Committee Room O/o Director Cum-CEO, SIMH, U.H.S, Rohtak. In case any holidays fall on the days of opening, the e-tender will be opened on the next working day at the same time.
6. E-tender received through fax/email or after the above said scheduled date and time will not be considered.
7. For more information please log on website: [www.uhsr.ac.in](http://www.uhsr.ac.in) and portal [www.etenders.hry.nic.in](http://www.etenders.hry.nic.in)

  
REGISTRAR

**PT. B. D SHARMA UNIVERSITY OF HEALTH SCIENCES, ROHTAK**

FOLLOWING E-TENDER IS/ ARE FLOATED BY PT. B.D. SHARMA UNIVESITY OF HEALTH SCIENCES ROHTAK:-

Name of e-Tender(s)	Last date of submission / receipt of e-tender(s)	Opening date of e-tender(s)
Allotment of Cafeteria, SIMH in University of Health Sciences, Rohtak the licenee period will be only for one year unless terminated earlier by the competent authority for violation of the terms and conditions or any other malpractice & extendable for another one year subject to the satisfactory report of service.	30.07.2019 upto 01:00 P.M.	01.08.2019 at 11:00 A.N.

1. The e-tender form can be downloaded from link available on the website [www.uhsr.ac.in](http://www.uhsr.ac.in) and [www.etenders.hry.nic.in](http://www.etenders.hry.nic.in)
2. The original hard copy of tender fees along with EMD fees as specified tender documents shall be submitted manually in the Director's Office (MG Branch), PGIMS, Rohtak upto the last date & time of submission of e-tender(s).
3. Possession of Digital Signature Certificate (DSC) and Registration of the contractors on portal i.e. <http://www.etenders.hry.in> is a prerequisite for e-tendering.
4. It is clarified that no hard copy of the bid document/supporting documents shall be accepted. Only the documents which have been uploaded on e-portal shall be considered. If any document found missing from the uploaded from the website, it will be the responsibility of bidder.
5. Terms and Conditions on each aspect as specified in the Tender Document should only be followed.

  
21/7/19  
REGISTRAR

**PT. B. D. SHARMA UNIVERSITY OF HEALTH SCIENCES, ROHTAK**

**E-TENDER NOTICE/PUBLIC NOTICE**

Sr. No.	Name of Deptt./ Board/ Corp.	Name of Work/ Notice/ Tender	Closing Date (time) & Opening Date (time)	Amount/EMD (approx.) in Rs.	Website of the deptt.	Superintendent MG/Contract details/email	Tender Ref. No./ Tender No.
1.	Pt. B.D. Sharma, UHS, Rohtak	Cafeteria, SIMH in University of Health Sciences, Rohtak	Closing 30.07.2019 at 01.00 PM & Opening 01.08.2019 at 11.00 PM	Rs.68,320/-	<a href="http://www.uhsr.ac.in">www.uhsr.ac.in</a> <a href="http://www.etenders.hry.nic.in">www.etenders.hry.nic.in</a>	Contact: 01262-281307 E-mail:	

1. The e-tender form can be downloaded from en-tender link available on the UHSR website: [www.uhsr.ac.in](http://www.uhsr.ac.in) and portal [www.etenders.hry.nic.in](http://www.etenders.hry.nic.in).
2. The cost of tender and Earnest Money Deposit (EMD) have to be deposited in the O/o Director (MG Branch), PGIMS, Rohtak before the closing date in shape of FD (Fix Deposit) in favor of Registrar, UHS, Rohtak. Non submission of tender cost and EMD would lead to rejection of the tender.
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