

Terms & Conditions for allotment / licence out the Shop No. 9 (Fruit Juice) in Shopping Complex, Pt. B. D. Sharma University of Health Sciences, Rohtak.

1. The ownership of the Shops in Shopping Complex, U.H.S. and its legal possession will remain with Pt. B. D. Sharma, University of Health Sciences, Rohtak, Licencee will have right to use the shop as licencee during the licence period for the required business only.
2. The licencee shall be required to give surety bond of two persons within two months 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 licencee 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 licencee 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 licencee 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, shop will be licenced out. If licencee 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 licencee shall also pay the electricity, water, sewerage charges and other municipal charges alongwith Goods & Service Tax as applicable imposed by the office of the Commissioner, Central Excise Department, S.C.O. No. 8, Sector-1, Rohtak as per rates quoted/prescribed by them from time to time.
5. No space outside the shop for any purpose is allowed to be used. Veranda of the shop will not be utilized for any purpose by the licencee. If any licencee of the shop is found utilizing the veranda or open space then a fine of Rs. 5000/- (Rs. Five Thousand only) 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 shop or its part shall not be sublet to any other person/party. The licencee shall not make any addition or alteration in the existing basic structure. However, the licencee may create his/her own temporary alteration within the premises of the shop as per the needs of the shop 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 of prescribed form and tenders without earnest money and tenders received late will not be entertained.
9. The Licencee who had been declared defaulter in the past or whose period of licence was cancelled due to unsatisfactory functioning in the institute will not be entertained.
10. The licence period will be 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 after increasing licence fee by 5% plus GST.
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 shop shall be governed by the Food and Adulteration Act, 1954; if licencee violates any terms and condition of Food and Adulteration Act Competent Authority of this institution will cancel the licence and lock the shop without issuing any notice and the security & other amount deposited earlier shall stand forfeited.
13. The licencee shall be required to deposit monthly licence fee and Goods & Service Tax upto 7th 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 licencee failed to deposit the licence fee in time then licence fee as fine of Rs. 100/- per day shall be levied upto 15th of the English Calendar month. If licencee failed to deposit monthly licence fee and licence fee as fine by 15th 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.
14. If Shop 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.

Sakshi
13.01.20

h

me

Indu

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. In case of legal dispute the jurisdiction shall be at Rohtak in all respect.
16. The University Authority shall not be responsible for the payment of the bills due against any member of the staff, patients, public and students etc.
17. 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 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.
18. 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 upto the Six Months. After the expiry of six months, licence period shall not be extended and premises shall be locked by the Competent Authority of this institute without any notice.
19. 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.
20. 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.
21. 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.
22. The licensee of shop situated in the Shop Complex 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 shop as and when required by the institution.
23. The successful bidders will deposit one month advance licence fee with Demand Draft/Banker Cheque/Pay Order in favour of Controller of Finance, Pt. B.D. Sharma, 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 did 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 re-advertised.
24. The items to be provided by the licensee shall be of good quality, reliable and competitive price.
25. The licensee will remain present in the licenced out shop or his/her authorized representative will remain present in the shop in his/her absence.
26. The approved articles/ items sold/ stored for sale in the Shop shall be of good quality if anything sub-standard quality found, the Competent Authority or any other officer authorized by him on his behalf may seize the whole stock or part thereof and order the destruction there of. In addition a fine of Rs. 1000/- (Rs. One Thousand only) can be imposed for such default at first instance and Rs. 3000/- (Three Thousand only) and a maximum of Rs. 5000/- (Rs. Five Thousand only) on subsequent defaults accordingly.
27. A rate list of all articles sold at the shop 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/- (One Thousand only) will be imposed at first instance and Rs. 3000/- (Three Thousand only) and Rs. 5000/- (Rs. Five Thousand only) on subsequent defaults & if violation consequently more than three times his licence will be cancelled.
28. The licensee shall arrange his own furniture in the Shop.
29. The licensee shall make his own arrangement for electric meter and licensee shall pay electricity charges to UHBVN, Rohtak
30. 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.
31. The licensee and its workers shall display the identification plates on their persons.
32. No substitute manufactured by a different company under different trade name shall be sold, only the items prescribed shall be dispensed/offered for sale.
33. Appropriate storage facilities in the Refrigerator for perishable items shall be maintained.
34. Receipt shall be provided to all customers for every item sold whether same is demanded by customer or not.

Saty's Mr 13.01.20


[Handwritten signature]

[Handwritten signature]


[Handwritten signature]

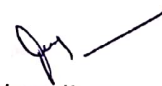
35. The licensee shall maintain the said premises in satisfactory and good condition and shall not allow damage to be caused to such structure given out to him. In case of any loss or damage, the same shall be recovered from him.
36. The licensee shall supply the list of his workers alongwith their identity 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.
37. The licensee and his workers shall go under medical test after every six months & shall maintain personal hygiene.
38. 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.
39. Every licensee has to maintain a public COMPLAINT REGISTER at the counter which shall be indicated on Sign Board which can be inspected by Competent Authority at any moment.
40. The licensee shall be responsible to maintain all reasonable standard of cleanliness and hygiene in the Shop and the surrounding area and disposal of garbage as per pollution control board / healthy environmental norms, in default a fine upto Rs. 1000/- (Rs. One Thousand only) at first instance and Rs . 3000/- (Rs. Three Thousand only) & 5000/- (Rs. Five Thousand only) 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.
41. The shop can be inspected at any time by the Competent Authority or any other officer/official deputed/Authorized by him on his behalf.
42. To regulate price and quality, regular monitoring and supervision shall be made any time by an officer/official so authorised 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.
43. That the shop will be on Non-Exclusive basis and more than one shop of the same kind can be opened by Competent Authority of this institution in the same premises or in other premises of this institute 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 shop is constructed in University of Health Sciences Rohtak or in case there comes in existence any authorized shop.
44. The sample of the articles can be collected at any time by the Competent Authority or his representative and if found substandard, spurious & appropriate punishment including cancellation of licence can be imposed.
45. The Competent Authority of this institution 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.
46. During the current period of licence if any Shop is required by the Competent Authority of this institution for any purpose the licence may be cancelled and the licensee shall have to vacate the Shop 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.
47. The Vice Chancellor, Pt. B.D. Sharma, University of Health Sciences, Rohtak reserves the right to reject the tender in the interest of the institutoin.
48. 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.
49. Any CORRIGENDUM regarding for above mentioned tenders will be uploaded on www.etenders.hry.nic.in.

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.


Sh. Satya Narain 13.01.20



Sh. Sudhir Katyal


Smt. Asha Rani


Sh. Varun Kumar


Sh. Jagbir Singh Kajla


Dr. Rajnish Kalra


Sh. Mahender Pal, HCS


Dr. M. G. Vashist
(Medical Superintendent & Chairperson)