

**GENERAL TERMS AND CONDITIONS OF TENDER FOR THE LICENCE OF STD/PCO in Girls' Hostel (alongwith Photostat and Computer Printing) and Shops in Shopping Complex, P.T. B.D.SHARMA UNIVERSITY OF HEALTH SCIENCES, ROHTAK**

Sealed tenders on the prescribed form for the licence of STD/ PCO in Girls' Hostel (along with Photostat and Computer Printing), Shop No. 4 (Chemist), Shop No.7 (Kirayana), Shop No. 8 (Chemist), Shop No. 10 (Chemist), Shop No. 12(Chemist) & Shop No. 13 (Chemist) in Shopping Complex, PT. B.D. Sharma University of Health Sciences, Rohtak must reach in MG Branch upto **06.01.2016 at 12.00 Noon**. The tenders will be opened at **12.30 P.M.** on the same day in the said office in the presence of the tenderers or their authorized representatives who may like to be present. The tender form along with that of terms and conditions can be obtained from MG Branch on payment of Rs. 1000/- on any working day or by post on payment of Rs. 1050/- by way of crossed Indian Postal Orders in favour of the Controller of Finance, Pt. B.D. Sharma University of Health Sciences, Rohtak. The details of the shops, earnest money to be deposited and the minimum reserve licence fee to be offered and period of licence are given below:-

Sr. No.	Place/sites of shop	Reserved licence fee	Earnest money (10% of reserve price)	licence period
1	Shop No. 4(Chemist Shop), Shopping Complex, UHS, Rohtak	50,00,000/-	5,00,000/-	Two year from the date of commencement
2.	Shop No. 7 (Kirayana), Shopping Complex, UHS, Rohtak	12,00,000/-	1,20,000/-	Two year from the date of commencement
3.	Shop No. 8 ( Chemist), Shopping Complex, UHS, Rohtak	50,00,000/-	5,00,000/-	Two year from the date of commencement
4.	Shop No. 10 (Chemist Shop), Shopping Complex, UHS, Rohtak	25,00,000/-	2,50,000/-	Two year from the date of commencement
5.	Shop No. 12 (Chemist Shop), Shopping Complex, UHS, Rohtak	25,00,000/-	2,50,000/-	Two year from the date of commencement
6.	Shop No. 13 (Chemist shop), Shopping Complex, UHS, Rohtak	25,00,000/-	2,50,000/-	Two year from the date of commencement
7.	STD/PCO in Girls' Hostel	22,136/-	2,214/-	Two year from the date of commencement

**The earnest money shall be deposited alongwith the tender form in the shape of Bank Draft, Banker Cheque or Pay Order in the name of Controller of Finance, Pt. B. D. Sharma University of Health Sciences, Rohtak.**

1. The ownership of the Shop in shopping complex and its legal possession will remain with Pt. B. D. Sharma, University of Health Sciences, Rohtak, licensee will have right to use the shop as licensee during the licence period for the required business only.
2. That the licensee will have to deposit one month advance Licence fee, Service Tax as per rates quoted/prescribed by Central Excise 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, shop 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.
3. The licensee shall also pay the electricity, water, sewerage charges and other municipal charges alongwith service tax imposed by the office of the Commissioner, Central Excise Deptt, S. C.O. No. 8, Sector-1 Rohtak as per rates quoted/prescribed by them from time to time.
4. The telegraphic tenders, conditional tenders, tenders not on prescribed form and tenders without earnest money and tenders received late will not be entertained.
5. The Licensee 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.
6. The earnest money of the unsuccessful tenderers will be refunded after finalization of the tender.

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7. The tenders must be filled in neatly with ink. Any type of over writing and erasures shall make the tender liable to be rejected.
8. The items to be provided by the licensee shall be of good quality, reliable and economical.
9. 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.
10. The licensee 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 licensee fails to submit surety bond in time, his licence shall be cancelled and security and other amount deposited by him shall be forfeited.
11. The licence period will be only for two years unless terminated earlier by the Competent Authority for violation of the terms and conditions of the undertaking or any other malpractice.
12. 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 licensee. If any licensee of the Shop is found utilizing the veranda or open space then a fine of Rs. 500/- Shall be imposed on each occasion on the spot upto a maximum of three such offences & after that the licence shall be cancelled.
13. That in case of breach of any terms and conditions, the licence shall be terminated without any notice and security amount & other amounts shall be forfeited.
14. The Shop shall be governed by the Drugs and Cosmetic Act, 1945, if licensee violates any term and condition of Drugs and Cosmetic 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.
15. The Shop shall be governed by the Food and Adulteration Act, 1954, if licensee violates any term 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.
16. 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.
17. 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.
18. The licensee shall be required to deposit monthly licence fee and 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.
19. The Shop/ STD PCO can be inspected at any time by the Competent Authority or any other officer/official deputed/Authorized by him on his behalf.
20. 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/- at First instance and Rs. 2000/- & 3000/- on subsequent defaults can be imposed on the licensee by Competent Authority of this institution. In violation of terms and conditions more than 5 times his licence shall be cancelled.
21. The approved articles/ items sold/ stored for sale in the Shop 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 there of. In addition a fine of Rs. 1000/- can be imposed for such default at first instance and Rs. 2000/- and a maximum of Rs. 3000/- on subsequent defaults accordingly.
22. The shop 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/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.
23. A rate list of all articles sold at the shop and duly approved by the authorities shall be displayed by the Licensee. 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. 2000/- and Rs. 3000/- on subsequent defaults & if violation consequently more than 5 times his licence will be cancelled.

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24. In case of complaint received from any caller/person regarding any threatening call, intolerable or bad language used on the said telephone, the licensee shall be responsible for the said call & liable to any legal action.
25. The licensee shall arrange his own furniture in the Shop.
26. The licensee shall make his own arrangement for electric meter and licensee shall pay electronic charges to UHBVN, Rohtak
27. 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.
28. The licensee and its workers shall display the identification plates on their persons.
29. No substitute manufactured by a different company under different trade, name shall be sold, only the items prescribed shall be dispensed/offered for sale.
30. Appropriate storage facilities in the Refrigerator for perishable drugs shall be maintained.
31. Receipt shall be provided to all customers for every item sold whether same is demanded by customer or not.
32. 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.
33. If a Shop/STD PCO 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.
34. 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.
35. Licensee shall not raise any legal dispute in the court of law and 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.
36. 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.
37. 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.
38. 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 institute without any notice.
39. In case of death of the licensee during licence period, the licence shall stand cancelled & will not be transferred to any member of his/her family.
40. 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.
41. 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.
42. 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.
43. 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.
44. 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.
45. The Vice Chancellor, Pt. B.D. Sharma, University of Health Sciences, Rohtak reserves the right to reject any / all tenders without assigning any reason whatsoever.
46. The licensee and his workers shall go under medical test after every six months & shall maintain personal hygiene.

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47. 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.
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. 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.
50. The licensee of shops situated in the shopping complex, University of Health Sciences, Rohtak shall give an undertaking in the shape of affidavit of Rs. Ten on stamps paper to the effect that they shall vacate the shops as and when required by the Institution.
51. The successful bidders will deposit one month advance licence fee with college cashier or DD in favour of Controller of Finance, Pt. B.D. Sharma, UHS, Rohtak i.e after finalization of tender on same day upto 5.00 PM in MG Branch, PGIMS, Rohtak. One month licence fee would be worked out after dividing the quoted amount by 24 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 do not fulfill the required formalities then earnest money of first, second & third bidder shall be forfeited and then fresh tender will be re-advertised.

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

मैने उपरोक्त शर्तो को अच्छी तरह से पढ/समझ लिया है और मै उपरोक्त शर्तो से पूर्ण रूप से सहमत हूँ।

Signature of Tenderer\_\_\_\_\_

**Dy. Superintendent (MG)  
UHS, Rohtak**