PT. B. D SHARMA UNIVERSITY OF HEALTH SCIENCES, ROHTAK Dated:- 16/8/21

No. MG-1/2021/ 6377

NOTICE INVITING E-TENDER

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

Name of work & file reference	e-tender Cost (in Rs.)	EMD/Bid Money @ 10% of Reserve Price for one year		Reserve Licence Fee for One Year
Allotment of Shop No. 07 (Kiryana) in Shopping Complex in UHS, Rohtak for one year & extendable for another one year subject to satisfactory report.	(Rupees Two Thousand	(One Lac Sixty Eight Thousands only)	Rs. 1,40,000/- (One Lac Forty Thousands only) per month + GST extra as applicable	Rs. 16,80,000/- (Sixteen Lac Eighty Thousands only) for one year + GST extra as applicable

- The e-tender form can be downloaded from e-tender link available on the UHSR website: 1. www.uhsr.ac.in and portal www.etenders.hry.nic.in.
- The cost of e-tender of Rs. 2,000/- & e-service fee of Rs. 1,000/- + GST extra as applicable 2. (Non refundable) and Earnest Money Deposit (EMD) of Rs. 1,68,000/- (refundable) have to be deposited in Registrar, UHSR Account No. 39004947732, IFSC Code SBIN0004735, State Bank of India, Branch Medical College, Rohtak before the closing date. Non submission of etender cost and EMD would lead to rejection of the e-tender.
- E-tender will be uploaded on 16.08.2021 to 18.08.2021. 3.
- Pre bid meeting will be held on 01.09.2021 at 12:00 Noon in the Committee Room O/o Medical 4. Superintendent, PGIMS, Rohtak.
- Last date of submission / receipt of e-tender (s) is 28.09.2021 upto 05:00 PM. 5.
- Technical Bid of e-tender will be opened on 29.09.2021 at 12:00 Noon in the Committee Room 6. O/o Medical Superintendent, PGIMS, Rohtak. In case any holiday falls on the days of opening of e-tender, the e-tender will be opened on the next working day at the same time.
- E-tender received through fax/email or after the above said scheduled date and time will not be 7. considered.
- Possession of Digital Signature Certificate (DSC) and Registration of the contractors on portal 8. i.e. http://www.etenders.hry.in is a prerequisite for e-tendering.
- Terms and Conditions on each aspect as specified in the e-tender Document should only be 9. followed.
- It is clarified that no hard copy of the bid document/supporting documents shall be accepted. 10. Only the documents which have been uploaded on e-portal shall be considered. If any document found missing from the uploaded e-tender on website, it will be the responsibility of bidder.
- For more information please log on website: www.uhsr.ac.in and portal www.etenders.hry.nic.in 11.

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REGISTRAR

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

<u>Affix</u> <u>Passport Size</u> <u>Photograph</u>

e-Tender Cost:- Rs. 2000/-

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

Annexure -I

Allotment of Shop No. 07 (Kiryana) in Shopping Complex in UHS, Rohtak for one year & extendable for another one year subject to satisfactory report.

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 Shop No. 07 (Kiryana) in Shopping Complex in UHS, Rohtak for one year & extendable for another one year subject to satisfactory report.
- 2. The cost of e-tender of Rs. 2,000/-, e-service fee of Rs. 1,000/- + GST extra as applicable (Non refundable) and Earnest Money Deposit (EMD) of Rs. 1,68,000/- (refundable) have to be deposited in Registrar, UHSR Account No. 39004947732, IFSC Code SBIN0004735, State Bank of India, Branch Medical College, Rohtak before the closing date. Non submission of e-tender cost and EMD would lead to rejection of the e-tender.
- 3. I/We have gone through all terms and conditions of this e-tender before submitting the same and agreed to all the terms and conditions, stipulated by the UHS Rohtak, in this connection.
- 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 e-tender on website, it will be the responsibility of bidder.
- 5. I/We have noted that over written entries shall be deleted unless duly cut & re-written and initialed.
- 6. E-Tender is duly signed (No thumb impression should be affixed) by the proprietor/ authorized signatory.
- 7. I/We undertake to sign the contract/agreement, if required, within 7 (Seven) 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.
- 8. Amount of licence fee offered for the license period from the date of commencement to one year is

Rs.

(In words).....

enclosed self-attested two IDs for residence proof:-Adhar Card / Voter Card / Ration Card / Pass Book

Yours Sincerely

Name of Tenderer with full address & Mobile No.

Two witnesses

Signature

1. Witness with full address and contact No.

2. Witness with full address and contact No.____

Note:-

- 1. All terms & conditions such as statutory liabilities, taxes etc. have been indicated in the e-tender, 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 form duly signed is a 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 Technical Bid shall be summarily rejected.

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

E-TENDER NOTICE/PUBLIC NOTICE

Sr. No.	Name of Deptt./Boa rd /Corp.	Name of Work/Notice/ Tender	Closing Date (time) & Opening Date (time)	EMD/Bid Money @ 10% of Reserve Price (in Rs.)	Website of the deptt.	Contract details/ email	Tender Ref. No./Tender No.
1.	Pt. B.D. Sharma, UHS/PGI MS, Rohtak	Allotment of 03 Shops in UHS/PGIMS, Rohtak.	Closing 28.09.2021 at 05.00 PM & Opening 29.09.2021 at 12:00 Noon	Mentioned group- wise in tender document.	<u>www.uhsr.ac.in</u> and portal <u>www.etenders.hr</u> <u>y.nic.in</u>	Contact: 01262-281307 Email: directorpgims@gmail. com	1. MG-I/2021/6377 2. MG-I/2021/6378 3. MG-I/2021/6379 Dated: 16.08.2021

Note:-

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Corrigendum, if any, will be available on the website <u>www.etenders.hry.nic.in</u> & will not be advertised/published in the news paper.

16/8/21

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GENERAL TERMS & CONDITIONS OF TENDER FOR THE LICENCE OF SHOP/CANTEEN NO 07 (KIRYANA), 13 (CHEMIST) IN SHOPPING COMPLEX, PT. B.D.SHARMA, UHS, ROHTAK AND PHOTOSTAT & STATIONARY SHOP IN GIRLS HOSTEL, PGIM?, ROHTAK.

- 1 The ownership of the Shop/Canteen No. 07 (Kiryana), 13 (Chemist) in Shopping Complex and Photostat & Stationary Shop (in Girls Hostel, PGIMS, Rohtak) 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 That the licencee 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 issued from any Nationalized Bank/ Public Sector Bank 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 two weeks 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.
- 3 The licencee shall also pay the electricity, water, sewerage charges and other municipal charges alongwith service tax imposed by the office of the commissioner Central Excise Commissioner at 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 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.
- 6 The earnest money of the unsuccessful tenders will be refunded after finalization of the tender.
- 7 The items to be provided by the licencee shall be of good quality, reliable and economical.
- 8 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.
- 9 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.
- 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.
- 11 No space outside the Shop/Canteen etc. for any purpose is allowed to be used. Veranda of the Shop/Canteen etc. will not be utilized for any purpose by the licencee. If any licencee of the Shop/Canteen etc. is found utilizing the veranda or open space then a fine of Rs. 1000/- Shall be imposed on each occasion on the spot upto a maximum of three such offences & after that the licence shall be cancelled.
- 12 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.

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13 The Shop/Canteen etc. shall be governed by the Drugs and Cosmetic Act, 1945 and amended from time to time, if licencee violates any term and condition of Drugs and Cosmetic Act, Competent Authority of this institution will cancel the licence and lock the shop/Canteen etc. without issuing any notice and the security & other amount deposited earlier shall stand forfeited.

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- 14 The Shop/Canteen etc. shall be governed by the Food and Adulteration Act, 1954 and amended from time to time, if licencee violates any term and Condition of Food and Adulteration Act Competent Authority of this institution will cancel the licence and lock the shop/Canteen etc. without issuing any notice and the security & other amount deposited earlier shall stand forfeited.
- 15 The licencee will remain present in the licenced out shop/Canteen etc. or his/her authorized representative will remain present in the shop/Canteen etc. in his/her absence.
- 16 That the Shop/Canteen etc. will be on Non-Exclusive basis and more than one shop/Canteen etc. 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 licencee shall not be entitled to raise any objection or for deduction in licence period and security money in case some other Shop/Canteen etc. is constructed in University of Health Sciences Rohtak or in case there comes in existence any authorized Shop/Canteen etc.
- 17 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 fails 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 fails 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.
- 18 The Shop/Canteen etc. can be inspected at any time by the Competent Authority or any other officer/official deputed/Authorized by him on his behalf.
- 19 The licencee shall be responsible to maintain all reasonable standard of cleanliness and hygiene in the Shop/Canteen etc. 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 licencee by Competent Authority of this institution. In violation of terms and conditions more than 5 times his licence shall be cancelled.
- 20 The approved articles/ items sold/ stored for sale in the Shop/Canteen etc. 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.
- 21 The shop/Canteen etc. 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/Canteen etc. as per the need of the shop/Canteen etc. which may be removed after termination of licence.
- 22 A rate list of all articles sold at the shop/Canteen etc. and duly approved by the authorities shall be displayed by the Licencee. 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.
- 23 In case of complaint received from any caller/person regarding any threatening call, intolerable or bad language used on the said telephone, the licencee shall be responsible for the said call & liable to any legal action.
- 24 The licencee shall arrange his own furniture in the Shop/Canteen etc.

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•25 The licencee shall make his own arrangement for electric meter and licencee shall pay electric charges to UHBVN, Rohtak

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- 26 No child labour shall be employed by the licencee in any case. Full details of the employed person will be maintained by the licencee and will be provided to competent authority as and when demanded.
- 27 The licencee and its workers shall display the identification plates on their persons.
- 28 No substitute manufactured by a different company under different trade, name shall be sold, only the items prescribed shall be dispensed/offered for sale.
- 29 Appropriate storage facilities in the Refrigerator for perishable drugs shall be maintained.
- 30 Receipt shall be provided to all customers for every item sold whether same is demanded by customer or not.
- 31 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.
- 32 If a Shop/Canteen etc. 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.
- 33 The licencee 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.
- **34** 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. In case of legal dispute, the jurisdiction shall be at Rohtak in all respect.
- **35** 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.
- **36** The licencee shall not sell those articles/ items, which have been banned by the State/ Central Government. Licencee shall also ensure that no unlawful activities shall take place in the shop/Canteen etc. licenced out to him. If anything untoward is reported in this respect then the licence of licencee shall be cancelled immediately and security amount and other amounts deposited by him shall be forfeited.
- 37 The licencee 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.
- **38** In case of death of the licencee during licence period, the licence shall stand cancelled & will not be transferred to any member of his/her family.
- **39** The Competent Authority of this institution shall be entitled to recover any outstanding dues including penalty/ licence fee as fine, installments etc from the licencee as arrear of land revenue through the concerned Collector.
- 40 The security amount of the licencee 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.
- 41 That in the event of violation of any of the terms and conditions of the licence by the licence, the security amount and other amounts deposited by him earlier shall be forfeited and the licence shall be cancelled.
- 42 During the current period of licence if any Shop/Canteen etc. is required by the Competent Authority of this institution for any purpose the licence may be cancelled and the licencee shall have to vacate the Shop/Canteen etc. 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 licencee for the unexpired period of licence shall be returned.

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43 The licencee 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 licencee in this regard.

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- 44 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.
- 45 The licencee and his workers shall go under medical test after every six months & shall maintain personal hygiene.
- 46 The licencee 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.
- 47 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.
- 48 Every licencee 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.
- 49 The licencee of shop/Canteen etc. 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.
- 50 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 within two weeks 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 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.

(Satya/Narain)

(Asha Rani) SO

(Naveen Dahiya)

(Varun Sharma)

(Sh. Dushyant)

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(Dr. Rajnish Kalra)

(Sh. Surinder Singh)

Approved Medical Superintendent & Chairperson