


General Terms & Conditions for allotment / licence out the Shop No. 11 (Chemist Shop) in Shopping Complex, Pt. B. D. Sharma University of Health Sciences, Rohtak.

1. Ownership of the Shops shall vest in the Competent Authority of this institution. The legal possession of the shops shall continue/remain to be with the owner of the property. The licensee will only be permitted to make use of shop for running chemist Shop for allotted period of time.
2. The licensee shall also pay the electricity, water and sewerage charges and other municipal charges if any.
3. The earnest money of the unsuccessful tenderers will be refunded after finalization of the tender.
4. The tenders of the persons will not be entertained who were found defaulters in the past and their contract were cancelled due to unsatisfactory functioning in this institute.
5. The items to be provided by the licensee shall be of good quality, reliable & economical.
6. To regulate price and quality, the regular monitoring and supervision shall be made by competent authority who shall submit the report of the irregularities, if any, to the office for necessary action.
7. 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.
8. The Licence period will be extendable for another one year subject to satisfactory report after increasing licence fee by 10% plus GST extra as applicable.
9. The licensee shall be required to give surety bond of two persons before commencement of licence. He will execute a surety bond to the effect that they will be responsible to pay the licence money due for the payment of the same. The surety bond will be duly registered with Sub- Registrar, Rohtak stating that the surety is 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.
10. No space outside the shop for any purpose is allowed to be used. Varandha of the shop will not be utilized for any purpose by the licensee.
11. The Shop shall be governed by the Drugs and Cosmetics Act, 1945 amended from time to time, if licensee violates any term and condition of Drugs and Cosmetic Act, Competent Authority of this institution may cancel the licence and lock the shop without issuing any notice and the security & other amount deposited earlier shall stand forfeited.
12. The shop 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 may cancel the licence and lock the shop without issuing any notice and the security & other amount deposited earlier shall stand forfeited.
13. The licensee must be present in the allotted shop daily to look after the shop as per terms and conditions.
14. 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 (for one year) 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/awarded provisionally shall be cancelled and the earnest money and other amounts deposited by him shall be forfeited.
15. Licensee will start the work within 7 days after allotment failing which the licence shall be cancelled.
16. 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 lease/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.
17. That the timings of shops shall be fixed by the Competent Authority of this institution.
18. Licensee 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 licensee failed to deposit the licence fee in time then licence fee as fine of Rs. 1000/- per day shall be levied upto 15th of the English Calendar month. If licensee failed to deposit monthly licence fee and 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.
19. The shops can be inspected at any time by the competent Authority or any other officer deputed by him on his behalf.



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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 of upto Rs. 10000/- (Rs. Ten Thousand only) can be imposed on the licensee by Competent Authority of this institution. In case of repeated violation of terms and conditions 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, 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 thereof. In addition a fine of upto Rs. 10,000/- (Rs. Ten Thousand only) can be imposed on the licensee by Competent Authority of this institution. In case of repeated violation of terms and conditions his licence shall be cancelled.
22. The licensee shall not sublet the shop or any part of the premises given out to him as the case may be and the licensee shall not make any addition or alteration in existing immovable structure. In case if any licensee is found to violate these conditions then his licence shall be cancelled immediately and his security amounts and other amounts shall be forfeited.
23. A list of all articles sold at the shop and duly approved by Competent Authority of the Institution shall be displayed by the licensee. Over charging of rates is strictly prohibited. In case of default, a licence fee as fine of upto Rs. 10000/- (Rs. Ten Thousand only) will be imposed on the licensee by Competent Authority of this institution. In case of repeated violation of terms and conditions his licence shall be cancelled.
24. The licensee shall arrange his own furniture in the shop.
25. The licensee shall make his own arrangement for electric meter and licensee shall pay electric charges to UHBVNL, Rohtak.
26. The licensee shall not appoint child labour in shop which is not permissible under law.
27. The licensee and its employees 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 drugs prescribed shall be dispensed.
29. Appropriate storage facilities in the Refrigerator for perishable drugs shall be maintained.
30. Receipt shall be provided to all customer, for every item sold whether same is demanded by customer or not.
31. The sample of the drugs 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.
32. 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.
33. 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.
34. The Competent Authority of this institution shall not be responsible for the payment of the bills due against any member of the staff, patients, public and students etc.
35. 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 given 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.
36. 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.
37. In case of death of the licensee during licence period, the licence shall stand cancelled & will not be transferred to any member of his family.
38. 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.
39. 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.
40. 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.



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41. During the current period of licence if ^xany 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.
42. The licensee shall supply the list of his ^{employees}servants 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.
43. **The telegraphic tenders, conditional tenders, tenders not on prescribed form and tenders without Earnest Money and tenders received late will not be entertained.**
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 licensee and his ^{employees}servants shall go under medical test after every six months & shall maintain personal hygiene.
46. 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.
47. 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 respects.
48. Every licensee have to maintain a public COMPLAINT REGISTRER which shall be indicated on Sign board, which can be inspected by Competent Authority at any moment.
49. 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.

Note:- 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.

same at
no. 44.


Sh. Satya Narain


Sh. Dushyant

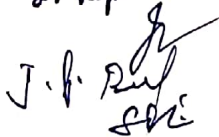

Smt. Asha Rani

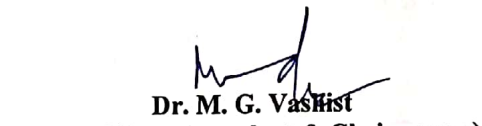

Sh. Varun Kumar

Sh. Jagbir Singh Kajla
or Rep


Dr. Rajnish Kalra

Sh. Mahender Pal, HCS


J. B. Rishi
SDE


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

