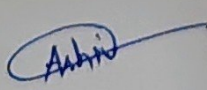


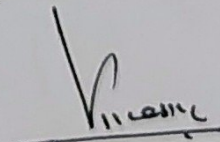
**GENERAL TERMS & CONDITIONS OF SHOP NO. 7 (Chemist) SITUATED
IN THE PREMISES OF UHS/ PGIMS, ROHTAK.**

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1. The ownership of the **Shop No. 07 (Chemist) Shopping Complex, PGIMS, Rohtak** 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 license during the license 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 **Indian Red Cross Society, District Branch, Rohtak** and will also deposit Rs. 75,00,000/- (Seventy-five Lacs only) amount as security money in the shape of Fixed Deposit issued from any Nationalized Bank/ Public Sector Bank duly pledged in the name of Indian Red Cross Society, District Branch, 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 two weeks 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 awarded/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 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 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 tenders will be refunded after finalization of the tender.
7. To regulate price and quality, regular monitoring and supervision shall be made any time by an officer/official as 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.


Accountant,
Dist. Red Cross Society,
ROHTAK

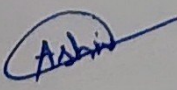

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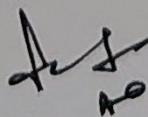

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District Branch, ROHTAK

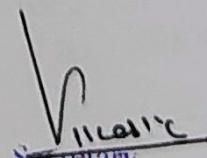
**GENERAL TERMS & CONDITIONS OF SHOP NO. 7 (CHEMIST) SITUATED
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8. The licensee shall be required to give surety bond of two persons within two months from the date of commencement of the licence. They will execute a surety bond to the effect that they 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.
9. 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 two years on yearly basis subject to satisfactory report with the condition that Licence Fee of the said shop will be increased by 10% of the Licence Fee per year.
10. 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 licensee. If any licensee of the Shop/ Canteen is found utilizing the veranda or open space then a fine of Rs. 1000/- shall be imposed on each occasion on the spot up to a maximum of three such offences & after that the license shall be cancelled.
11. 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.
12. The Shop/ Canteen/Chemist Shop etc. shall be governed by the Drugs and Cosmetic Act. 1945 and amended from time to time. 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/ canteen etc. without issuing any notice and the security & other amount deposited earlier shall stand forfeited.
13. The shop/canteen/chemist shop etc. shall be governed by the Food and Adulteration Act 1954 and amended from time to time, if license 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.


Accountant,
Distt. Red Cross Society,
ROHTAK

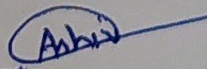


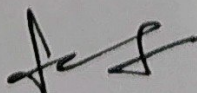

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District Branch, ROHTAK

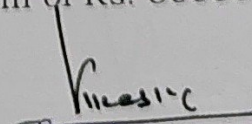
**GENERAL TERMS & CONDITIONS OF SHOP NO. 7 (CHEMIST) SITUATED
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14. The licensee will remain present in the licenced-out shop/ canteen etc. or his/her authorized representative will remain present in the shop/ canteen in his/her absence.
15. That the 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 licensee shall not be entitled to raise any objection or for deduction in licence period and security amount 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.
16. The licensee shall be required to deposit monthly licence fee and Goods & Service tax up to 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 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 licensee 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.
17. 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.
18. The licensee 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. 10000/- at First instance and Rs. 20000/- & 30000/- 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 licensee shall be cancelled.
19. The approved articles/ items sold/ stored for sale in the shop/ canteen etc. shall be of good quality. If anything of sub-standard quality is 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. 10000/- can be imposed for such default at first instance and Rs. 20000/- and a maximum of Rs. 30000/- on subsequent defaults accordingly.


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ROHTAK




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**GENERAL TERMS & CONDITIONS OF SHOP NO. 7 (CHEMIST) SITUATED
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20. The shop/ canteen etc. 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/ canteen etc. as per the need of the shop/ canteen etc. which may be removed after termination of licence.
21. A rate list of all articles sold at the shop/ canteen etc. and duly approved by the authorities shall be displayed by the Licensee. Over charging of rates is strictly prohibited. In case of default, a fine upto Rs. 10000/- will be imposed at first instance and Rs. 20000/- and Rs.30000/- on subsequent defaults & if violation is observed consequently for more than 05 times his licence will be cancelled.
22. 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.
23. The licensee shall arrange his own furniture in the Shop/canteen etc.
24. The licensee shall make his own arrangement for electric meter and licensee shall pay electric charges to UHBVN, Rohtak.
25. 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.
26. The licensee and its workers shall display the identification plates on their persons.
27. No substitute manufactured by a different company under different trade, name shall be sold, only the items prescribed shall be dispensed/offered for sale.
28. Appropriate storage facilities in the Refrigerator for perishable drugs shall be maintained.
29. Receipt shall be provided to all customers for every item sold whether same is demanded by customer or not.
30. 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.
31. If a shop/canteen etc. remains closed for more than 07 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.

Accountant,

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ROHTAK

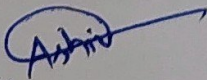
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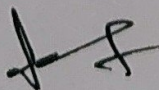
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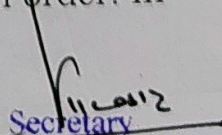
**GENERAL TERMS & CONDITIONS OF SHOP NO. 7 (CHEMIST) SITUATED
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32. The licensee shall maintain the said premises in satisfactory and good condition and shall not allow damage to be caused to such structure given out to him. In case of any loss or damage the same shall be recovered from him.
33. If there is a dispute, the matter will be referred to an Arbitrator who would be the Deputy Commissioner-cum President District Red Cross Society, Rohtak or will be appointed by him. In case of legal dispute, the jurisdiction shall be at Rohtak in all respect.
34. The University Authority/ District Red Cross Society, Rohtak 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/Canteen etc. 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.
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 for the first three months and thereafter @ 20 times per month till the licensee vacant the premises.
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/her 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 successful expiry of licence period.
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.
41. 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 licensee shall have to vacate the Shop/canteen etc. premises within the time limit specified in order. In


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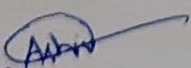



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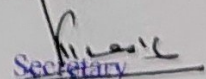
**GENERAL TERMS & CONDITIONS OF SHOP NO. 7 (CHEMIST) SITUATED
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- case of such an eventuality no compensation except proportionate remission of licence fee as security amount which has been paid by the licensee for the unexpired period of licence shall be returned.
42. The licensee shall supply the list of his 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.
43. The Deputy Commissioner-cum President District Red Cross Society, Rohtak reserves the right to reject any / all tenders without assigning any reason whatsoever.
44. The licensee and his workers shall go under medical test after every six months & shall maintain personal hygiene.
45. 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.
46. In case of any dispute/ any violation arises, which is not mentioned in the undertaking. The decision of Deputy Commissioner-cum President District Red Cross Society, Rohtak shall be final. If any Firm/Bidder has/had any dispute/pending case/court case with UHS/PGIMS will not be eligible to participate in Tender for Shop No. 07 (Chemist) in Shopping Complex, UHS, Rohtak. This may be incorporated in all future e-tenders of Shop/Canteen.
47. 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.
48. The licensee 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.
49. The successful bidders will deposit one month advance licence fee with Indian Red Cross Society, District Branch, Rohtak i.e. after finalization of tender within two weeks. 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 up to 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.


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**GENERAL TERMS & CONDITIONS OF SHOP NO. 7 (CHEMIST) SITUATED
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50. The Pharmacist/firm must have minimum turnover of 25,00,00,000/- (Twenty-five crore only) of retail/whole Saller from last three preceding years. In support (proof) of above said turnover the following documents should be enclosed with the tender form:
- a) Copy of audited balance Sheet (duly attested) of last three years.
 - b) Attested copies of VAT returns submitted in last three years.
51. Self Attested photocopy of the valid license for sale of drugs/medicines issued by appropriate Drug Controller under the Drug and Cosmetic Act 1940 for carrying out business of selling of medicine etc.
52. Affidavit to the effect that the firm/individual will submit non-conviction certificate issued within 15 days after allotment & should be of date after the date of publication of tender notice.
53. This tender form cannot be sold/ transferred to anybody who has not purchase the form. Only original purchaser of the form has right to bid. No bid can be made on behalf of the purchaser. The person who gives his/her tender to other person shall be debarred for next two years from dealing with institute. Price bid once submitted with tender cannot be revised (unless or otherwise negotiated after opening of tender/bid). The person who backs out after bidding will be debarred for next two years from dealing with the institute. His/her earnest money shall also be forfeited. The licensee of the same shop/site is eligible to participate in the tender subject to that his/her license has not been terminated for any violation/reason.
54. The bidder, who participated in the tendering process in the capacity of individual and not in the capacity of partner/representative of a partnership firm/company shall on becoming successful in the bidding process to obtain the licence will not be allowed to enter into any partnership later on. In case of violation of this clause his/ her licence will be cancelled and the security deposit will be forfeited and further debarred for two years dealing with the institute.
55. The licensee shall/must give minimum discount to the customers on sale of medicine, consumables/surgical items on MRP as under:
- i) 15% discount on MRP of branded medicines.
 - ii, 30% discount on MRP of generic and branded generic medicine.
 - iii) 30% discount on MRP of consumables/surgical items.

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**GENERAL TERMS & CONDITIONS OF SHOP NO. 7 (CHEMIST) SITUATED
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56. For each sale, the licensee shall issue a computer-generated receipt which will include:

- (a) Sr. No.
- (b) Name of the medicine.
- (c) For consumables (C)/surgical (S)
- (d) The batch
- (e) Lot No.
- (f) Dates of manufacturing
- (g) Date of expiry
- (h) Discount
- (i) Net amount.

57. a) The un-used items will be taken back within three days of the discharge/final treatment of the patient, subject to the condition that the date of expiry, MRP and batch No is printed and clearly visible on the medicines/surgical items being returned. Any applicable tax already charged and which cannot be refunded will be borne by the patient.

b) The licensee shall display the scheduled time for exchange/ return of the medicines and depute an extra salesman for this purpose.

c) The licensee shall deploy at least two pharmacists in his/her shop.

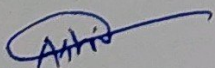
d) The licensee shall display the names and contacts nos. of the person to whom the complainant can contact in case of any difficulty and display the boards.

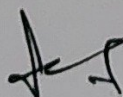
58. The licensee must give receipt of all sold items to the customers without any demand failing which a penalty of Rs. 5000/- will be imposed upon the licensee for every lapse and his licensee may also be liable for termination by the Competent Authority.

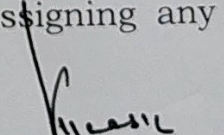
59. No obnoxious trade like Bidi, Cigarette, Pan Masala etc. shall be carried on at the premises. The licensee ensures strict "NO SMOKING" inside the premises.

60. Sale/stock of Bubble Gum and spitting is banned in the toffees. Hence, the licensee will not stock/sell Bubble Gum/Chewing-gum or toffees with gum ingredients at the shop/site failing suitable penalty will be imposed.

Note: - The Deputy Commissioner-cum- President, District Red Cross Society, Rohtak reserves the right to reject all / any offer without assigning any reason whatsoever.


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