#### 

#### **ESTATE BRANCH**

#### **TENDER NOTICE**

Sealed tenders are invited for licensing out of following shop(s) of Hostel Complex, GMCH, Chandigarh. The tender document containing detailed terms & conditions may be downloaded from the website of Govt. Medical College & Hospital, Sector 32, Chandigarh:-

Shop No.	Location	Trade	Earnest Money	Last date for deposit of tender	Date & time for opening of tender
02	Hostel Complex	General*	₹ 10,000/-	08.03.2021 upto 2.00 PM	09, 03, 202 upto 3.00 PM
04	-do-	General*	₹ 10,000/-	08.03.202 upto 2.00 PM	09. 03.2021 upto 3.00 PM
06	-do-	General*	₹ 10,000/-	08.03.2011 upto 2.00 PM	09. 03. 2021 upto 3.00 PM
80	-do-	General*	₹ 10,000/-	08.03.202 upto 2.00 PM	09.03.2021 upto 3.00 PM

\* Barring that trades like intoxicants, Sale of liquor, slaughtering and tabacoo will not be allowed in the premises. The licencee will sell out the products maximum on Market Price on branded items and other items will be sold on reasonable rates.

Note:

For more details please see Tender Document which should be downloaded from the Website of GMCH <a href="http://www.gmch.gov.in">http://www.gmch.gov.in</a>.

Director Principal

# CHANDIGARH ADMINISTRATION. DEPARTMENT OF MEDICAL EDUCATION AND RESEARCH, GOVERNMENT MEDICAL COLLEGE & HOSPITAL, SECTOR 32-B, CHANDIGARH.

GO'	VERNMENT MEDICAL COLLEGE & HOSPITAL, SECTOR 32-B, CHANDIGARH.				
	ENDER DOCUMENT FOR LICENCING OUT SHOP NO FOR THE TRADE OF, HOSTEL COMPLEX, GMCH-32, CHANDIGARH.				
	IMPORTANT INSTRUCTIONS				
1.	All the instructions contained in the Tender Form are important and required to be complied with.				
2.	Please ensure that Technical Bid, Price Bid and Bid Guarantee [Earnest Money Deposit (EMD)] should be submitted in the Estate Branch (Room No.301 Level-III) Block-D, GMCH-32 on or before the last date & time or receipt of tender.				
3.	The Earnest Money Deposit is acceptable in the form of FDR or Bank Guarantee, from any commercial bank in an acceptable form in the name of Director Principal, Government Medical College & Hospital, payable at Chandigarh. The Earnest Money in any other form is not acceptable and the tender shall be rejected straightway.				
	CHECK LIST DULY FILLED IN TO BE ATTACHED WITH THE TENDER				
1.	Whether the Bid guarantee (Earnest Money Deposit) in the form of FDR or Bank Guarantee from any of the commercial bank in an acceptable form, drawn in the name of Director Principal, GMCH, Chandigarh, for an amount of ₹ 10,000/-(Rupees Ten thousand only) has been deposited?				
2.	Whether the Technical bid, Price bid and EMD have been Yes/No submitted separately?				
3.	Whether an affidavit on the Non-judicial stamp paper, duly Yes / No attested by the Executive Magistrate/ Notary, regarding non-black listing/non-prosecution of firm has been submitted?				
4.	Whether each page of the tender document and other Yes/No enclosures as well as cutting(s)/ overwriting(s) have been signed/initialed by the tenderer and also the forwarding letter duly signed by the authorized signatory, has been submitted?				
5.	Whether valid PAN / TAN No. issued by the competent $$ Yes / No authority has been submitted ?				
6.	Whether a copy of the constitution/ partnership deed of firm, Yes/ No if applicable, duly registered with Registrar Firms has been submitted?				
7.	Whether a copy of GST Number has been submitted? Yes/ No				
Not	e: Non compliance to any of the above conditions will render the offer tender to be rejected out-rightly and Price bid of the firm will not be opened.				
Pla Dat	Signature of Tenderer red: Full Name of the Tenderer				

Address \_\_\_\_\_

## CHANDIGARH ADMINISTRATION DEPARTMENT OF MEDICAL EDUCATION & RESEARCH, GOVERNMENT MEDICAL COLLEGE & HOSPITAL, SECTOR-32, CHANDIGARH.

#### **TENDER DOCUMENT**

<u>TENDER</u>	FOR	LICENCEING	OUT	OF	SHOP	NO.	,	FOR	THE	TRADE	OF
			, HO	STEL	СОМР	LEX, (	 GMC	H-32,	CHAN	DIGARH	

#### INSTRUCTIONS/GUIDELINES FOR TENDERERS.

#### INSTRUCTIONS/GUIDELINES TO THE TENDERERS.

- 1. A copy of Tender Notice is at **Annexure-'A'**.
- 2. The Terms and Conditions as laid down in the Agreement for the Award of Contract for licencing out shop No.\_\_\_\_\_\_, Hostel Complex, GMCH-32 are at Annexure-'B'.
- 3. The Technical Bid Proforma for evaluation of the tender is at **Annexure-'C'**.
- 4. A specimen of affidavit regarding Non-Black listing is at Annexure-'D'.
- **5.** Offer in Price bid Proforma should be clearly mentioned both in figures as well as in words. Price Bid Proforma is at **Annexure 'F'**.
- 6. Each page of the tender document should be signed in full by the tenderer/authorized signatory and should bear the rubber stamp/seal of the firm affixed/ scanned on each page. Any cutting(s)/overwriting(s) etc. should also be initialed. In case of any infringement of these conditions, the tender shall liable to be rejected.
- 7. Please ensure that Technical Bid, Price Bid and Bid Guarantee [Earnest Money Deposit (EMD)] are submitted in three separate envelops and these should be put in an outer envelope, super-scribing as:

TENDER DOCUMENT FOR SHOP NO. , HOSTEL COMPLEX, GMCH-32 due on :-

- (a) Earnest Money Deposit (EMD) in envelope No.1
- (b) Technical Bid alongwith terms & conditions and Annexures A to E in envelope No.2.
- (c) Price Bid duly filled (Annexure-F) in **envelope No. 3.**
- 8. The Tenderer should keep his/her offer valid for acceptance <u>for a period of six</u> <u>month</u> from the date of opening the Price Bid. In case, the Tenderer is unable to keep his/her offer open for the above said period, his/her tender shall be treated as invalid.
  - 9. Tender(s) must be accompanied with Earnest Money Deposit of ₹10, 000/- in the shape of FDR or Bank Guarantee from any of the commercial Bank in an acceptable form valid for one year duly pledged in favour of Director Principal, GMCH,Chandigarh. Tenders without Earnest Money or short of it or

- not in the form specified above will be rejected. No firm/organization is exempted from furnishing Earnest Money.
- 10. The unseal tenders/ Tender without Earnest Money or short of it or not in the form specified above i.e. FDR shall not be entertained and rejected straightway.
- 11. EARNEST MONEY /SECURITY DEPOSIT and/or any other sum of the tenderer(s) lying with the Government Medical College & Hospital, Sector-32-B, Chandigarh in connection with any other tender/case shall not be considered against this tender.
- 12. Any conditional, telegraphic tenders, fax tenders, tenders without earnest money and not on the prescribed form or in any deviation from the terms and conditions of the tender notice shall not be entertained and rejected out rightly.
- 13. No Tenderer shall be exempted from furnishing the Earnest Money Deposit (EMD) under any circumstances.
- 14. The Licence for running Shop No.\_\_\_\_\_, Hostel complex would be initially awarded for a period of one year and can be extended upto five years in total on year to year basis, subject to satisfactory yearly performance of the services & compliance of all the terms & conditions of the Licence Deed.
- 15. The last date and time for submission of Tender is <u>upto 02.00 PM</u>. The tenderer will be responsible to ensure that his/her tender is received on or before the due date and time in Room No.301, Estate Branch, Block D, GMCH-32, Chandigarh. The GMCH shall not be responsible for any postal delay or any other cause that may lead to delay in the receipt of the tender at the address as mentioned above, beyond the last date and time.
- 16. The Tenders i.e. EMD, Technical bid shall be opened on \_\_\_\_\_ at 03.00 PM. The price bid shall be opened only in respect of those firms/ individuals whose earnest money is found in order in the required form.
- 17. The tenderer(s) shall be at liberty to be present, in person or through their authorized representative(s) at the time of opening of the tender as specified in the Tender Notice. In case the authorized representatives are to be present, they must furnish the authority letter from the tenderer, on whose behalf they are representing otherwise they will not be allowed to participate in the opening of tender.
- 18. Subletting is not allowed under any circumstances.
- 19. The tenderer must furnish the copies of PAN No./Tan No./ GST No., issued by the competent authority alongwith Technical Bid online.
- 20. In case of violation of any of terms and conditions as mentioned above, Earnest Money of the tenderer(s) shall be forfeited in full by the Director Principal.
- 21. Any attempt, direct or indirect, to cast influence, negotiation or undue pressure on the part of the tenderer with the officials/authority to whom he shall submit the tender or the tender accepting officials/authority before the finalization of tenders shall render the tender liable for rejection.

- 22. In case, more than one bidder submit equal rates of monthly licence fee, then the decision will be taken by way of inter-se-bidding failing which by way of draw-of-lots.
- 23. If the highest bidder back-out to complete the formalities to take over the possession of the shop, then bidder may be black-listed for participating in the tender process of Chandigarh Administration for a period of three years.
- 24. In case, the H1 backs out, then offer shall be made to the H2 to take over the shop/space at the quoted rates of H1.
- 25. The Competent Authority reserves all rights to accept or reject any tender without assigning any reason and also to impose/relax any terms and conditions of the tender.
- 26. The tenderer (s) applying for Shop No.\_\_\_\_Hostel Complex, should be duly competent to enter into Contract/Agreement under various applicable provisions of Law. In case, the tenderer is found ineligible under any provision of law, then his contract shall be liable to be terminated as per termination clause of the Agreement/ Licence Deed/ Tender Document.
- 27. A copy of forwarding letter of EMD of ₹ \_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_only) in the shape of FDR drawn in favour of the Director Principal, GMCH, Chandigarh to be submitted in physical form is at Annexure 'E'.

Signature of Tenderer

#### GOVT. MEDICAL COLLEGE & HOSPITAL

Block-D, Level II, Sector 32-B, Chandigarh-160030 

☎ 0172-2601023-24, Fax No. 0172-2609360

#### **ESTATE BRANCH**

#### **TENDER NOTICE**

Sealed tenders are invited for licensing out of following shop(s) of Hostel Complex, GMCH, Chandigarh. The tender document containing detailed terms & conditions may be downloaded from the website of Govt. Medical College & Hospital, Sector 32, Chandigarh:-

Shop	<u>Location</u>	<u>Trade</u>	<u>Earnest</u>	Last date for	Date & time
<u>No.</u>			<u>Money</u>	deposit of	for opening of
				<u>tender</u>	<u>tender</u>
02	Hostel	General*	₹ 10,000/-	08.03.2021	09.03.2021
	Complex			upto 2.00 PM	upto 3.00 PM
04	-do-	General*	₹ 10,000/-	08.03.2021	09.03.2021
				upto 2.00 PM	upto 3.00 PM
06	-do-	General*	₹ 10,000/-	08.03.2021	09.03.2021
				upto 2.00 PM	upto 3.00 PM
08	-do-	General*	₹ 10,000/-	08.03.2021	09.03.2021
				upto 2.00 PM	upto 3.00 PM

<sup>\*</sup> Barring that trades like intoxicants, Sale of liquor, slaughtering and tobacco will not be allowed in the premises. The licencee will sell out the products maximum on Market Price on branded items and other items will be sold on reasonable rates.

Note: For more details please see Tender Document which should be downloaded from the Website of GMCH <a href="http://www.gmch.gov.in">http://www.gmch.gov.in</a>.

**Director Principal** 

#### (To be submitted in envelope No.2)

TERMS	<b>AND CONDITIONS</b>	FOR LICENCING OUT SHOP NO.	, FOR THE
TRADE		(HOSTEL COMPLEX)	

GOVERNMENT MEDICAL COLLEGE & HOSPITAL, SEC 32, CHD.

#### 1. <u>Provision for governing Licence Deed:</u>

The Licencee shall be governed by the provisions of Capital of Punjab (Development and Regulation) Act, 1952 and the rules framed there under from time to time.

#### 2. <u>Mandatory eligibility</u>

- i) Any Indian citizen can apply for the shop.
- that the Licencee has never been debarred/blacklisted by any Central/State Govt./ or any other Govt. or any Govt department or any autonomous body. In case the applicant is found to be blacklisted/ debarred at any later stage, the Licence Deed would be cancelled forthwith without any notice to the Licencee and all his security deposits will stand forfeited.

#### 3. <u>Period of Licence Deed:</u>

- i) The Licence Deed shall be initially for a period of one year which can be extended upto maximum period of 5 years.
- ii) The extension will be subject to satisfactory performance of the services on year to year basis and increase of 10% of last payable licence fee.
- iii) However, the competent authority may extend the period of licence beyond 5 years for a period of 3 months or till the finalization of fresh tender on the usual terms & conditions of extension in a very exceptional circumstances. The licencee shall be liable to pay 10% increase on the last licence fee during the extension beyond 5 years,

#### 4. Security deposit:

i) The Licencee shall deposit security equal to four months Licence fee in the shape of FDR/ Bank Guarantee duly pledged in favour of Director Principal, GMCH which should remain valid for a period of 60 days beyond the date of completion of all contractual obligations.

ii) The security shall be refunded on expiry of the Licence Deed or adjusted against arrears of licence fee/damages, if any.

#### 5. <u>Possession:</u>

The allotted shop shall be occupied by the Licencee within 15 days of the date of issue of the allotment letter. The Licence Fee will be charged from the 16<sup>th</sup> day of issue of allotment letter or the date of possession, whichever is earlier. Failure to occupy the said shop within the said stipulated period, may result in forfeiture of security deposit, earnest money and cancellation of allotment letter.

#### 6. <u>Licence Fee</u>

- a) The licencee shall also deposit one month's licence fee plus Goods & Service Tax (If applicable) in advance in the shape of Demand Draft in favour of the Director Principal, Govt. Medical College & Hospital, Sector-32, Chandigarh alongwith Security Deposit.
- The Licencee shall pay monthly Licence Fee plus Goods & Service
   Tax in advance on or before the 10<sup>th</sup> day of the month.
- c) The Licence Fee shall be increased by 10% on completion of each year. The increase shall be worked out on the Licence Fee last payable.
- d) If monthly Licence Fee + Goods & Service Tax is not paid / partly paid by the due date, the Licencee shall, without prejudice to the other rights and remedies of the Director Principal under this deed, be liable to pay liquidated damages @ 10% of amount in default alongwith interest as prescribed under clause 7 w.e.f 1<sup>st</sup> of that month till full payment is made.

#### 7. Payment of Taxes/Fee/Charges :-

The Licencee shall be liable to pay all such fees or taxes or charges including Service Tax as may be levied by the Chandigarh Administration, Central Excise Commissionerate or any competent authority in respect of the premises or nature of business undertaken under law of land as enacted or amended from time to time. The Licencee shall deposit the Service Tax alongwith monthly Licence Fee every month at the prevailing rates, failing which interest @18% shall be imposed.

#### 8. <u>Payment of electricity and water charges:</u>

The Licencee shall install an electricity sub meter duly tested by Electricity Department within 15 days of taking over of possession of the allotted premises. He shall be liable to pay all the arrears arising thereto before vacating the premises on the expiry/termination of the Licence Deed of the said building. However, the Licencee shall pay a sum of ₹ 5000/- (₹ Five Thousand only) towards the electricity charges till the said meter is installed at the said premises. These charges are, however, subject to revision from time to time. It shall be lawful for the Director Principal GMCH, Chd, for the **recovery** of arrears on account of electricity charges due against the licencee out of security deposited. In case of continuous failure to pay the above charges for a period upto two months, the Director Principal may cancel the licence deed and proceed to get the shop vacated.

(a) That licencee would apply and obtain permission/authority or licence etc. with respect to the business undertaken and the permission under various applicable Acts/ Rules/Order's as amended from time to time, failing which agreement is liable to be terminated by the competent authority.

#### 9. <u>Alteration/amalgamation/encroachment/defacement of building :</u>

The Licencee shall not make any addition or alteration/defacement of any sort, in any part of the said building, without the prior permission in writing of the Director Principal, GMCH, Chd. The Licencee is not entitled to sub-divide the shop or to amalgamate it with any other shop. The area in front of the said building shall not be encroached upon and used or allowed to be encroached upon or used for any purpose other than a public passage.

a) The licencee would be required to make necessary fire safety arrangement in the shop and also install appropriate number of fire extinguishers in consultation with the Public Health Department UT/ Fire Officer of M.C Chandigarh to ensure safety and security of the public, self and the property of the Institute.

#### 10. <u>Display of rates and working hours</u>:

The Licencee shall, at his own cost, display rates of available services. He shall not charge in excess of the rates so displayed. The rates shall not be in excess of both the market rates and the MRP.

#### 11. Hygiene/ Sanitation and Indemnification by the Licencee :

a) The Licencee shall keep the premises in a clean, hygienic condition and shall pay for the cost of any damage thereto or to

adjacent premises, caused by negligence or misuse of premises. In case any area is found dirty and unhygienic around the space, a fine of ₹ 1,000/- (₹ One thousand only) may be imposed on Licencee for every lapse by the Director Principal, Govt. Medical College & Hospital, Chandigarh. The Licencee shall indemnify the Director Principal against any loss or damage to the premises caused by fire.

- b) No obnoxious trade like Bidi, Cigarette, Pan Masala etc. shall be carried on at the premises. The licencee shall ensure 'NO SMOKING' inside the premises.
- c) The Licencee would provide dust free, mosquito and fly free environment. The conditions, which increase the infection, shall not be allowed. The licensor reserves the right to issue directions from time to time for proper sanitation and cleanliness of the premises. These will have to be followed by the licencee.

#### 12. Police Verification

The licencee will ensure that the police verification of all the persons deployed by him/her in the allotted premises have been got done.

#### 13. <u>Delivery of vacant possession on termination of Licence Deed:</u>

On termination of the licence deed, the licencee shall remove temporary structures and fixtures, if any, immediately and deliver the vacant possession of the building to the Director Principal, GMCH, Chandigarh on the last day of termination of licence deed. In the event of default, the Director Principal, GMCH, Chandigarh shall charge licence fee @ double upto 15 days, three times upto next 15 days, Ten times beyond 30 days till the handing over of vacant possession. The expenditure incurred on removal of fixtures shall be recoverable from the licencee

#### 14. Compensation on account of closure:

The Licencee shall not be entitled to any compensation on account of the closures of the shop for any period if the same becomes necessary on account of demolition of the whole or part of the demise premises in connection with the maintenance and repairs of the building. The Licencee shall not, however, be liable to pay Licence Fee from the period for which this shop is closed on account of the aforesaid maintenance or repairs. The Licencee shall be entitled to restoration of the premises as soon as necessary repairs have been completed.

#### 15. <u>Inspection of the shop</u>:

The Director Principal, GMCH, Chd. may, through his officers and employees, at all reasonable times and in a reasonable manner, enter into and upon any part of the said building for the purposes of ascertaining that the Licencee is duly observing the conditions of the Licence Deed.

#### 16. <u>Penalty</u>:

In case, the licencee makes any default, as listed below, the Director Principal may impose a penalty of Rs. 1,000/- minimum and Rs. 5,000/- maximum keeping in view the gravity of the default. After receipt of three complaints against the licencee, the procedure for termination of contract agreement can be initiated, discretion will rest with the Director Principal in this regard:-

- a) Enhancement in rates, without prior approval.
- b) Non display of rates.
- c) Non maintenance of proper quality.
- d) Non maintenance of the premises in clean & hygienic condition.
- e) Sale & consumption of articles like cigarette, liquor and any other narcotics etc.
- f) Delay in payment of electricity and water charges.
- g) Selling of Items except permitted
- h) Any other.

#### 16. <u>Subletting of the contract:</u>

The Licencee will not sublet the contract wholly or partly or enter into any sub-contract through any mode for running such services.

#### 17. <u>Discipline and Conduct:</u>

- a) The Licencee is liable to pay a penalty @ ₹ 5000/- (₹ Five Thousand Only) in case he/she or his/her employees found misbehave with patients/their attendants and representatives of firms and any breach of term and conditions. This penalty can be increased from three to five times in case of repeated irregularities in this regard.
- b) The licencee shall not employ any child labour(s) in contravention of the LABOUR laws.
- c) The licencee will be fully responsible for implementation of Labour Laws/ Shops & Establishment Legislation including minimum wages, ESI, P.F. & Worker Compensation etc.

#### 18. Termination of Licence Deed:

The licence may be terminated by the Director Principal GMCH-32, Chandigarh in the event of any of the following contingencies:-

a) Automatically on the expiry of the contract period, if not extended.

b) In the event of the non-payment of monthly Licence Fee, electricity and water charges for consecutively 2 months by the due date.

Or

c) By giving one month's notice in writing in advance in case the services rendered by the licencee are found to be unsatisfactory or there is breach of any condition of the Licencee Deed or the Licencee engages in any obnoxious trade.

Or

d) In case, the Licencee is declared insolvent by a Court of Law. However, the Licencee shall in that case shall be given two months notice for the cancellation of his Licence Deed; provided that during that period, the Licencee shall keep on discharging his duties as before till the expiry of notice period.

Or

e) A continuous report of misbehaviour or otherwise selling of inferior quality goods by the Licencee or his employees, will render him/her for cancellation of Licence Deed and also the firm may be blacklisted on this account.

Or

f) In case, the Licencee failure to deposit the Goods & Service Tax per month at the prevailing rates with the concerned authority.

Or

g) The licencee shall not be allowed to terminate the contract before completion of one year. However, if in the exceptional circumstances, the licencee is unable to continue to run the business, licencee may be allowed to do so at the discretion of the Director Principal, GMCH-32, Chandigarh provided licencee gives 3 months notice and ready to pay double the monthly licence fee/rent for the notice period. However, after completion of one year the licencee may terminate the contract after giving three month's notice to the Director Principal subject to the condition that the licencee shall continue to discharge his duty till the termination of the contract and clear all the outstanding dues/liabilities.

#### 19. Intimation of address of Licencee:

The successful tenderer/ licencee should submit documents verifying the identity, commercial as well as residential address before the issuance of letter of award in his favour. The list of the acceptable documents would include Voter Card/ PAN Card/ Passport/ Aadhar Card. He should further

be required to update this office regarding any change of commercial as well as residential address from time to time.

#### 20. <u>Transfer of Liabilities:</u>

The liabilities of the Licencee, in the event of exigencies arising due to death, infirmity, insolvency etc. etc. or for any other reason or circumstances, liabilities of the licencee shall be borne by the following on such terms and conditions, as the Director Principal may think proper in public interest:

- (i) Legal heirs in case of sole proprietor.
- (ii) In case of dispute, the Director Principal may be the successor and succession certificate will be issued in the favour of Director Principal by the Competent Court.
- (iii) The next Director(s)/ partner(s) in the case of company or firms; otherwise the Director Principal shall reserve the right to settle the matter according to the merits of the case as he may think proper.

#### 21. Black Listing:

The Director Principal shall be the competent authority for black-listing the firm based on "Policy on blacklisting, 2009" of Chandigarh Administration in normal circumstances black-listing can be resorted to by the competent authority for a period not exceeding five years ordinarily in the cases of failure or default in the performance or responsibilities or breach of terms and conditions of DNIT or MOU or any agreement of contract or the case may be. Before an order to the effect of black-listing is passed, an opportunity of being heard in person shall be afforded. Secondly the competent authority may resort to black-listing for a period of exceeding five years or in perpetuity if the gravity, magnitude or culpability of conduct requires stern action. An illustrative (Not exhaustive) list of such acts are given below:-

- Dishonest/ fraudulent/ sharp practices indulged in by the party concerned
- ii) Misappropriation of government moneys.
- iii) Advancing a claim on the basis of forged documents.
- iv) Sale or supply of spurious or adulterated or prohibited drugs, food stuffs or any such items involving the public health and public safety.
- v) Material concealment/ suppression of facts or gross misrepresentation of facts.

- vi) Conviction for an offence involving corruption or any other serious act or conduct etc.
- vii) Any other case or situation involving national security.

#### 22. Force Majeure:

Any failure of omission or commission to carry out the provisions of this contract by the supplier shall not give rise to any claim by any party, one against the other, if such failure or omission or commission arises from an act of God, which shall include all acts of natural calamities such as fire, flood, earthquake, hurricane, or any pestilence or from civil/ strikes, compliance with any statute and/ or regulations of the government, lockouts and strikes, riots, embargoes or from any political or other reasons beyond the supplier's control including war (whether declared or not) civil war or state of insurrection, provided that notice of the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to force majeure conditions.

#### 23. **Arbitration:**

In the event of any dispute and difference arising out of or in any way touching or concerning this Licence Deed, the matter what so-ever shall be referred to the sole Arbitrator i.e. Secretary, Medical Education & Research, Chandigarh Administration whose decision shall be binding on both the parties. The Arbitration and Conciliation Act, 1996 shall apply to the arbitration proceedings. The venue of arbitration shall be only at Chandigarh, U.T., (India). There shall be no objection by the Licencee that the Arbitrator i.e. Secretary, Medical Education & Research, Chandigarh Administration may have dealt with the subject matter earlier in his official capacity.

The expression "Secretary, Medical Education & Research, Chandigarh Administration shall mean and include an acting/officiating Secretary, Medical Education and Research, Chandigarh Administration."

Subject as aforesaid, the Arbitration and Conciliation Act, 1996 and the rules framed there under and any modification thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

#### 24. Jurisdiction:

The courts at Chandigarh only shall have the jurisdiction for the purpose of this Licence Deed.

#### TECHNICAL BID PROFORMA FOR e-TENDERING

Sr. No.	Particulars of firms	Remarks
1.	Name of the licencee/ tenderer/ firm, complete	
	address with telephone number/ fax number if any.	
2.	Nature of firm/ licencee (whether Pvt./ Sole	
	proprietor/ partnership, documentary proof, if any	
	be attached) In case of firms other than the sole	
	proprietors, an abstract copy of such resolution	
	passed by the executive body authorizing the	
	specific-officer/ partner for signing the documents	
	for this tender be attached.	
3.	Name (s) of the Owners/ Managers, present	
	business/ occupation with their complete address &	
	Telephone/ Fax nos.	
4.	Does the firm/ licencee possess a drug licence	
	issued by the competent authority under Drug &	
	Cosmetic Act 1940. If yes, attach an attested copy	
	of the same.	
5.	Whether the firm/ licencee has furnished GST	
	Number issued by GST Department, UT Chandigarh,	
	if yes, attach an attested copy of GST Number.	
6.	E-mail ID and valid Mobile Number	
7.	Proof of Permanent Address (PAN Card/ Aadhar	
	Card/ Voter Card)	
8.	Any other information	

Signature_					
Name					
Address					
Mobile No					
e-mail ID					

- Note: 1. The tenderer/ licencee is advised to submit Technical bid and price bid proformas through e-tender portal (etenders.chd.nic.in)
  - 2. The Price bids of only technically qualified firms shall be opened on date and time to be notified in due course of time after the opening of the tenders.

#### <u>ANNEXURE - D</u>

#### <u>AFFIDAVIT</u>

I/We partn	er/ sole	е		
proprietor (strike out which is not applicable) of (Name & Add	dress o	f		
endrer)do hereby solemnl	y affirm	n		
and declare as under:-				
a) That the individual / firm / company is not debarred of	r black	<u>-</u>		
sted by any department of Union/State Government or any auto	nomous	S		
nstitute.				
b) That no partner or shareholder, directly or indirectly co	nnected	b		
vith the applicant who has been debarred or blacklisted by any dep	artmen	t		
of Union Govt./State Govt./Autonomous Institute or declared as insol	vent.			
c) That tenderer is duly competent to enter into o	ontract	:/		
greement as per applicable provision of Law.				
d) And that the terms and conditions for licensing out of S	hop No	).		
Hostel Complex, GMCH, are acceptable to me /	us. I/we	е		
vill abide by them in letter and spirit.				
Date:				
Place: DEPONENT				
VERIFICATION				
I/We do hereby solemnly declare and affirm that the above declarations are true and correct to the best of my/our knowledge and beliefs. No part of it is false and nothing has been concealed therein.				
Date: DEPONENT Place:				
(Note: To be furnished on non-judicial stamp paper worth Rs	.3/- dul	V		

(Note: To be furnished on non-judicial stamp paper worth Rs.3/- duly attested by Executive Magistrate or Notary Public).

### Annexure 'E'

(This letter alongwith Earnest Money Deposit be submitted in the envelope No. 1)

From:	M/s	
То:	The Director Principal Government Medical College Hospital, Sector 32, Chandigarh.	
Subject:	E-Tender for licencing out Shop No. (Trade), in the Government Medical College Hospital Sector 32, Chandigarh.	al,
Sir,	Please find enclosed herewith Earnest Money Deposit (EMD)	O1
₹		
	dated issued b	Э
	(Name of the Ban	k)
on	drawn in favour of the Director Principal, GMCH, Chandigarl	h.
	The terms and conditions mentioned in the e-tender documen	ts
are accept	table to me/us.	
	Thanking you,	
	Yours faithfully,	
	(SIGNATURE) with full address	;
<b>EMD</b> Enclo	osea	

(This letter alongwith Technical bid and Tender documents be submitted in the envelope no. 2)

From :	M/s
To:	
	The Director Principal Government Medical College Hospital, Sector 32, Chandigarh.
Subject:	Tender for licencing out Shop, Hostel Complex in the Government Medical College Hospital, Sector 32, Chandigarh.
-	With reference to your advertisement for licencing out Shop No, Hostel Complex, in the Government Medical College ector 32, Chandigarh, we enclose herewith my Technical Bid duly gwith tender documents Annexures A to E.
have been separate so EMD in the Bank Guar GMCH, Chadocuments Price Bid, v	It is certified that all documents/pages of the tender documents signed and are being put in one big envelope containing three ealed packets/envelopes as per NIT. The first envelope contains a shape of A/C Payee's, Demand Draft, FDR, Banker Cheque or antee valid for one year drawn in favour of Director Principal, andigarh. The 2 <sup>nd</sup> envelope contains Technical bid alongwith tender complete with its Annexure A to E. The 3 <sup>rd</sup> envelope contains only which is duly signed. The terms and conditions mentioned in the tuments are acceptable to me/us.  Thanking you,

Yours faithfully,

(SIGNATURE) with full address

**Enclosed:** 

- 1. **Tender Notice.**
- 2. **Affidavit**
- 3. Copy of terms and conditions of the Licence Deed Duly signed.
- 4.
- Copy of GST Number Copy of PAN/ TAN Number 5.
- Any other documents. 6.

### (This letter alongwith Price Bid be submitted in the envelope no. 3)

		Receipt No: Date:
From:	M/s	
To:		
	The Director Principal, Government Medical College Hos Sector 32, Chandigarh.	spital,
Subject:	Tender for licencing out Shop N Complex in the Government Me Chandigarh.	lo, Hostel dical College Hospital, Sector 32,
Sir,		
	Please find enclosed herewith Property out of Shop No	
Chandigar	·	ical College Hospital, Sector 32,
	Thanking you,	
		Yours faithfully,
Enclosed :	n Anneuxre IV	(SIGNATURE) Seal of the firm with full address

## Annexure-F (To be submitted in envelope No.3)

PRICE BID FOR LICENCING OUT OF SHOP NO.\_\_\_\_\_, HOSTEL COMPLEX, GMCH-32, CHANDIGARH.

1.	Description of shop/Mess	Shop No./Mess
2. a)	Name & address of applicant with Telephone/ Fax Nos., if any	
b)	Offer of monthly licence fee (rent) (neatly written)	In figures :-Rupees In words:- Rupees per month.

Signatu	ıre	es
(Name	&	<b>Address</b>

Date: Place: