

<b>SECTION-I</b>	<b>PRESS NOTICE</b>	
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**NOTICE INVITING e-TENDERS**

The Senior Admn. Officer, Estate Branch(Commercial Sites) PGIMER Chandigarh invites on behalf of the Director PGIMER Chandigarh **online bids** from reputed parties / agencies on two bid system (Technical Bid & Financial Bid) for renting out of the following commercial site :-

<b>NIT No.:</b>	PGI/Est-I/2026/XIX
Name of shop/site	<b><i>Build up Milk &amp; Milk Products Booth, Residential Campus, Sector 12, Chandigarh.</i></b>
Published Date	26.02.2026 (17:00 P.M.)
Bid Document Download Start Date	26.02.2026 (17:00 P.M.)
Bid Uploading Start Date	26.02.2026 (17:00 P.M.)
Bid Uploading End Date	23.03.2026 (11:00 A.M.)
EMD Physically Submission End Date	23.03.2026 (16:00 P.M.)
Technical Bid Opening Date	24.03.2026 (11:00 A.M.)
Financial Bid Opening date (Those bidders who have qualified in the Technical Bids)	27.03.2026 (11:00 A.M.)

The tender forms and other details can be downloaded from the website **www.eprocure.gov.in/eprocure/app** and official website of the PGIMER **www.pgimer.edu.in**. Press notice is also available on **www.eprocure.gov.in**. **Interested parties / agencies are requested to get themselves/their firm registered on the website www.eprocure.gov.in/eprocure/app for participating in e-tendering process. (Helpdesk no. for registration- 0172-2755514 & 5539)**

The tender shall be uploaded online in two parts viz. **technical bid and financial bid**. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. The offers submitted by Telegram/Fax/email etc. shall not be considered. No correspondence will be entertained in this matter.

**Senior Admn. Officer (Vig.)  
PGIMER, Chandigarh**

SECTION-II	CHECK LIST	
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### CHECK LIST FOR TENDERER FOR SUBMISSION OF TENDERS ONLINE:

1. The tenderer must upload the necessary documents as mentioned in list of **pre-qualification documents** to be scanned and uploaded within the period of bid submission at page 3 under the heading **pre qualification documents of bid documents**.
2. Once the bid uploaded by the tenderer is withdrawn, he will not be allowed to resubmit his bid, however, he can edit his bid any number of times but before last date & time of submission of bid.
3. If any discrepancy is noticed between uploaded EMD at the time of submission of bid and original EMD submitted physically by the bidders in the office of bid opening authority, the bid submitted shall become invalid.
4. The original EMD as scanned & uploaded shall be deposited on or before of the mentioned date physically along with **Annexure A** by all the intending bidders in the office of Administrative Officer (Estate), PGIMER, Chandigarh. Tenders will be treated as non-responsive and will be rejected, at the initial stage itself, if original EMD is not received on or before the last date as mentioned above.
5. A tenderer who has downloaded the tender from the central public procurement portal (cppp) website <https://eprocure.gov.in/eprocure/app>, <https://eprocure.gov.in/epublish/app> shall not tamper/ modify the tender form including downloaded price bid template in any manner. If, the same is found to be tampered / modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be blacklisted.
6. Interested tenderers are advised to visit CPPP website <https://eprocure.gov.in/eprocure/app> regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.
7. In the event of any of the above-mentioned date being subsequently declared as a holiday /closed day for this office, the tenders will be opened on the next working day at the scheduled time.
8. The tender / tenders containing conditions contrary to those specified in this document shall be summarily rejected.
9. If the participating tenderers/bidders have any query/disagreement for Technical Evaluation, he/she may submit their query within stipulated time limit of 2 working days (48 hours). After that, no communication in this regard will be accepted/entertained and financial bid will be opened.
10. Bidders must upload all required documents in **PDF/xls/rar/dwf/jpg format**. All scanned documents should be **clearly visible, legible, and complete in all respects**. Illegible, partially scanned, or missing documents may lead to rejection of the bid. It is the sole responsibility of the bidder to ensure that documents/files are uploaded in the correct format and size, location, and within the prescribed deadline. The Tendering Authority shall not be liable for any errors or omissions arising from incorrect, incomplete or illegible documents uploaded. Non-compliance with these requirements may render the bid **non-responsive** and liable for **rejection**. **Further to facilitate for hassle free bid submission detailed guidelines have been provided on the Central Public Procurement Portal (CPPP)**.

### EARNEST MONEY

1. Tender must be accompanied with earnest money amounting to **Rs.89,000/- (Rupees Eighty Nine Thousand Only)** in the shape of **FDR/TDR with the validity period of minimum of 6 months or Account Payee Demand Draft/Banker's Cheque in an acceptable form which should be drawn in name of the Post Graduate Institute of Medical Education and Research payable at Chandigarh from issue of tender notice of the said shop/site.** No other format for Earnest Money deposit would be accepted and the tender shall be rejected straightway.

**NOTE: The tenderer will give FDR/TDR/DD/Banker Cheque from his/her own bank account/firm account. Pledged FDR/TDR/DD/Banker Cheque from the account of third party/any other person/firm shall not be considered and the tender will be deemed rejected.**

### PRE-QUALIFICATION DOCUMENTS

2. The following pre-qualification documents are to be uploaded along with the tender form. However, the tenders received without any of the following documents, may render the tender invalid and the commercial bid would not be opened: -

a) The applicant must be resident of India and any one of the following documents (self attested) mentioned will be uploaded as a proof of residence: -

- |  |                                      |
|--|--------------------------------------|
| (i) Adhar Card                                 | (ii) Voter Identity Card             |
| (iii) Valid Driving Licence                    | (iv) Valid Passport                  |
| (v) Ration Card                                | (vi) Water/Electricity bill (Latest) |
| (vii) Certified copy of Bank Account statement | (viii) Telephone Bill                |

b) Self Attested photocopy of the Ownership Document, in case of Partnership firm, Partnership Deed and Registration Certificate under Companies Act in case of companies, as the case may be.

c) Authority letter in original to negotiate and sign tender form on behalf of the firm/company/individual. The license will be issued in the name of the firm/company/individual as the case may be, if found successful in the bidding process and not in the name of the representative.

d) Affidavit to the effect that the firm / individual is not blacklisted by any Govt. Organisation and that no criminal case or economic offence is pending under any Court of Law / Registered with Police **(Annexure-I)**.

e) Affidavit to the effect that the firm/individual will submit concurrent certificate of shop/commercial site allotted to him from the PGI **(Annexure-II)**.

f) PAN Number and photocopy of PAN card (self attested).

g) Self attested passport size photograph should be pasted on the tender form at last page.

### **IMPORTANT NOTE:-**

- i. The person who gives his/her tender to other person shall be debarred for next two years from dealing with the PGI.
- ii. Price bid once submitted with tender cannot be revised (unless or otherwise negotiated after opening of tender/bid).

- iii. The person who backs out after bidding will be debarred for next two years from dealing with the PGI. His/her earnest money shall also be forfeited.
- iv. 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.

**OTHER CONDITIONS REGARDING ALLOTMENT OF SHOP**

3. If more than one tender is received from one/ single firm or its partners or director of the company, the tender with the highest bid from the said firm will be entertained and the licence will be issued in the name of the firm only and not in the name of the their representative/partner.

**Note:** *A Licensee cannot have more than two licence of the shop /commercial site from PGIMER and in case at any stage it is found that he/she has any interest / share / partnership in any other shop/commercial site, the licence shall stand terminated / cancelled & his/her/their security forfeited.*

4. One person /firm may be allowed to have maximum two shop/commercial site at a time.

5. 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 2 years for dealing with the Institute.

6. After the acceptance of the bid of successful tenderer, no request for change in the credentials/ status of the applicant/firm will be allowed and the tender will be awarded in the name of bidder on the basis of application/documents submitted with the tender form.

7. The licence will be for **three** years which is awardable in order of highest bid and shall be governed by the provisions of the Public Premises (Eviction/Regulations) Act and rules framed there under from time to time for the purpose of any action in case of default. In case the first highest bidder backs out and fails to take possession of the premises he/she will be debarred for two years and the earnest money shall be forfeited and fresh tender will be floated.

8. In case, at the time of opening of price bids, if two bids are found equal, the bidders who have quoted the same bid would be called for negotiation and the highest bidder be allotted the shop. In case, both the bidders opt to skip the negotiation, the decision will be made by draw of lots. Further, it has also been decided that in case the bidder so selected doesn't come forward to take possession of the said shop, his/her EMD will be forfeited and fresh tender will be floated.

9. In case of any outstanding amount/remain unpaid in respect of any shop/site run by the successful tenderer previously, the same shall be cleared, and the allotment shall be made only after clearance of such unpaid dues.

10. The Director, PGIMER, reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever, and without any prior notice to the tenderer(s) whatsoever.

11. Licence fee should be mentioned both in figures as well as in words, wherever required.

**DOCUMENTS/PAYMENTS TO BE SUBMITTED BY SUCCESSFUL TENDERER (S)**

12. (i) Documents/payments are to be submitted/deposited by the successful bidder within **15 days** from the issue of allotment letter and before taking over the possession of the premise. The possession of the premises will be given after the submission of the following documents: -

- a) Licence Deed on Non-Judicial Stamp Paper worth Rs.100/- (as per Annexure attached).
- b) One-Month Advance Licence Fee plus Goods and Services Tax.
- c) Performance Security deposit equal to the amount/sum of three months Licence Fee plus Goods and Services Tax.
- d) Rs. 50,000/- as additional Security against Electricity supply.
- e) The licensee should deposit the **Police Verification Report** receipt within 15 days of taking over the possession of the shop and **Police Verification Report** in a period of 3 months. However, the Police Verification Report issued before 03 months from the issue of the allotment letter of the premises shall also be acceptable.
- f) The licensee shall have to give details of two persons authorized by him in the Estate Branch within 15 days of taking the possession specifying the name along with the Photo IDs of two persons to deal with the Institute on behalf of him in his absence. The presence of any one of the authorized person is mandatory in the shop/site.

**Note: If the licensee does not submit the aforesaid documents/payments within the stipulated period a fine @ Rs.500/- per day for each document will be charged for each day of delay beyond the stipulated period i.e. after 15 days, till the actual deposit of the same, maximum for one month from the date of award of the contract. After one month, if the documents are not deposited, allotment is also liable to be cancelled; EMD forfeited and fresh tender will be floated.**

(ii) In addition to above, the successful bidder shall submit a Bank Guarantee or Fixed Deposit (FDR) pledged in favour of Post Graduate Institute of Medical Education & Research, Chandigarh, issued by any scheduled bank, equal to 3 months licence fee as Bank Guarantee or Fixed Deposit which shall remain valid upto **42 months**, within a month from the date of allotment. Failure to submit the Bank Guarantee / pledged FDR in time shall attract a fine of **Rs.2500/-** per day and if delay is more than 15 days, the offer of licence is liable to be terminated.

(iii)The licensee shall have to submit a copy of valid GSTIN number (if applicable) in the Estate Branch within one month from the date of allotment.

13. The tenderer will be sole proprietor of the **business/firm**, and if not, the document-governing letter of Authority from the firm/company shall be furnished along with the documents mentioned in the para-12 above.

## Performa of Licence Deed

### REGISTRATION OF LICENCE DEED

1. The successful bidder shall be required to execute Licence Deed on the format approved and supplied by this Institute on stamp papers of appropriate value, which will be registered with the Sub Registrar, U.T., Chandigarh. The Stamp Duty, Registration Fees and Incidental Charges, if any, shall be borne by the successful bidder/allottee. The duly registered Licence Deed shall be submitted to this office within 30 days after the date of receipt of licence deed duly signed by the licensor.

If the licensee fails to submit the registered licence deed within the stipulated period of 30 days, a fine @ Rs.1,000/- per day will be charged for each day of delay beyond this period, upto a maximum period of one month. If the registered licence deed is not submitted within one month, the Earnest Money Deposit (EMD) will be forfeited and allotment shall be liable to be canceled.

### PERIOD OF LICENCE

2. *The licence shall initially be for a period of three years with 10% increase every year in the licence fee from second year and onwards and the licensee shall required to register the Licence Deed **for three years**. The licence is further extendable for another 2 year (1+1 year) with 10% increase in monthly licence fee for each term by the PGI subject to the satisfactory service of the licensee and may be extended entirely on the discretion of the Director, PGIMER, Chandigarh. The licensee shall require execution and registration of a **fresh Licence Deed** for extended period of licence, if any. The licensee shall not be eligible for such extension as a matter of right whatsoever, and the decision of the Director, PGIMER, shall be final and binding on the licensee. In case of default the provisions of The Public Premises (Eviction of Unauthorised Occupants) Act, 1971 shall be invoked.*

**3. The request for extension in licence, if any, by the licensee should be received at least 90 days before the completion of the original term. In case it is not so received, PGIMER would be at liberty to proceed with fresh tender.**

*Note: A Licensee cannot have more than two licence of the shop of shop/commercial site from PGIMER and in case at any stage it is found that he/she has any interest/share/partnership in any other shop of the shop/commercial, the licence shall stand terminated/ cancelled & his/her/their security forfeited.*

**4. If at any stage, it is found that the tenderer/authorized person has submitted/produced fake / forged / manipulated documents, his/her EMD/PBG, Security amount will be forfeited, he/she will be debarred for two years for dealing with PGIMER and his/her licence will also be terminated and PGI will be at liberty to initiate legal proceedings against the tenderer/authorized person.**

### POSSESSION OF THE PREMISES

5. Failure to occupy the premises within **15 days** of issue of allotment letter may result in forfeiture of earnest money and cancellation of licence.

6. a) For the purpose of trade, the licensee at his/her own cost shall ensure display of approved/fixed rates and discount to be allowed by him/her to the customers and other relevant terms and conditions, **failing penalty/fine Rs.10,000/- will be imposed for every lapse by the DDA, PGI.**

b) The licensee shall use the premises solely for the purpose for which it has been licensed out, and for no other purpose and he/she shall not part with the premises/sub-let the premises to any one directly or indirectly.

7. The licensee shall ensure provision and sale of quality products and in no case the items as above which are spurious/rotten, soiled, damaged, post-dated without date of manufacture and Expiry/Best Before and expired would be stocked or sold by the licensee. **Breach of these conditions will entail immediate suspension and cancellation of the license.** The products shall conform to the rules and laws of the Govt. regarding their sale.

#### **PAYMENT OF LICENCE FEE**

8. The licensee shall pay to the licensor monthly licence fee in advance and without demand by 7th of each month along with Goods Services Tax (GST) or any other tax/Cess imposed or revised by the competent authority from time to time. The licence fee for the first month shall be paid within 15 days from the issue of letter / memo. of licensing out of the said space and before taking possession. In case of failure to pay, licence is liable to be withdrawn. The licensee shall pay interest @18% p.a. on licence fee due from him/her, if he/she does not pay the same on due date, but will not be permitted to do so beyond one month and thereafter his/her licence is liable to be cancelled and the **outstanding dues will be recovered from the security deposit and PBG till the amount is fully recovered. The balance after recovery of amount due to PGIMER shall be refunded to the licensee.**

9. The licensee will deposit licence fee in cash/online/RTGS/NEFT or by crossed Bank Draft of any scheduled bank at Chandigarh, in favour of Post Graduate Institute of Medical Education and Research, Chandigarh. The licensee is liable to submit the credit advice for deposit of licence fee through online/RTGS/NEFT on or before of the 7<sup>th</sup> of each month.

#### **PAYMENT OF ELECTRICITY / WATER CHARGES**

10. In addition to the licence fee the licensee shall pay the bills of electricity/water according to the reading of electricity/water meter to be installed by him/her at his/her own cost and the arrears, if any will be recovered from the security. In case separate electricity/water meter is not installed, the licensee shall pay the charges of electricity/water at flat rates fixed by the Superintending Hospital Engineer, PGI, Chandigarh from time to time. The licensee will pay the electricity/water bills raised by the Institute within 10 days from the issue of bill failing which the electricity/water supply will be disconnected without any intimation and the arrears if any will be adjusted from the amount of security deposit.

#### **PERFORMANCE SECURITY DEPOSIT**

11. a) For the faithful performance and observance of the terms and conditions of the licence, the licensee shall deposit in advance within 15 days from the issue of allotment letter of the offer of the licence and before taking possession of the said premises, Performance security deposit **(equal to amount/sum of three months licence fee plus Goods and Services Tax)** in favour of Postgraduate Institute of Medical Education and Research, Chandigarh which shall remain valid till **42 months** will be kept by the Institute and refunded only after completion of the tenure.

**The licensee shall also deposit Additional Performance Security for the extended period of Licence, in favour of Postgraduate Institute of Medical Education and Research, Chandigarh as instructed by the Branch.**

b) In addition, the licensee shall deposit Rs. 50,000/- as a additional Security against Electricity supply in shape of FDR in favour of Postgraduate Institute of Medical Education and Research, Chandigarh which shall remain valid **till 42 months** in advance within 15 days from the issue of allotment letter for the offer of the licence and before taking possession of the said premises with the Director, PGIMER, Chandigarh, which will be kept by the Institute and refunded only after getting the No Dues from the concerned Department.

12. The licensee will deposit the amount of security in the shape of Bank Guarantee / FDR (of any scheduled bank at Chandigarh), in favour of **Postgraduate Institute of Medical Education and Research**, Chandigarh.

13. The security or remainder thereof, if not forfeited shall be refunded to the licensee after the expiry of the licence, after the vacation of the premises by the licensee and after adjusting dues, if any.

#### **BANK GUARANTEE / PLEDGED FDR**

14. In addition to the above, the licensee will give within one month from the date of allotment, a Bank Guarantee or Fixed Deposit (FDR) pledged in favour of Post Graduate Institute of Medical Education & Research, Chandigarh issued by any scheduled bank, of an amount equal to 3 (three) months licence fee, as performance guarantee, as per the conditions mentioned in the paras above, which shall remain valid till **42 months**. Non-submission of bank guarantee/pledged FDR within one month from the date of allotment shall attract penalty of Rs.2500/- per day and if the delay is more than 15 days the license is liable to be terminated. *The licensee will give pledged FDR from his/her own bank account and pledged FDR from the account of third party/any other person/firm shall not be considered.*

EMD of the allottee / licensee will be refunded only after submission of the bank guarantee/ Pledged FDR and in case of non-submission of bank guarantee the same will be kept as security till submission of the bank guarantee / pledged FDR and may be adjusted against dues, if any. However, in case the allottee / licensee without submitting the bank guarantee / pledged FDR, terminate or submits vacation / termination notice before expiry of one month from the date of allotment, his / her EMD shall be forfeited.

15. In the event of breach or non-observance of any of terms and conditions of this licence, the Director may forfeit the Security either in full or in part and in that case the bank guarantee/pledged FDR may also be encashed, if required.

#### **SPECIFIC CONDITIONS**

16. The licensee will be allowed to display only the Shop No. Licensed out to him/her and the name of trade for which the license has been given to him/her. No other name/image except the offer of discount will be displayed by him/her. Any violation of this clause would attract penalty provisions of this tender form.

17. The licensee will sell Milk & Milk Products of FSSAI approved brands. He/she shall not charge in excess of the approved rates/MRP fixed by them.

b) No material for sale, display counter, equipment or table/chairs etc. should be kept in the corridor/Veranda/open space in front of shop. Violation if any, noticed in this regard at any stage would be viewed seriously. The material placed in the veranda / corridor would be confiscated and suitable penalty would be imposed by the DDA. It might also lead to termination of licence.

#### **MAINTENANCE OF THE PREMISES**

18. (a) The licensee shall keep the premises in a clean sanitary and tenable condition and shall pay for the cost of making good any damage thereto or to adjacent premises, caused by negligence or misuse of premises by the licensee or before taking over possession whichever is earlier and shall indemnify the licensor against any loss/damage/ additions/ alterations to the premises. **The licensee will get the whitewash / paint done in the shop at his / her own costs at least once in a year.**

(b) The licensee shall not store empty packing cases or baskets or any goods or any other material on the open spaces around the premises or any other place from where such goods or material may be visible from outside. The area in front of the said premises shall not be encroached upon and used or allowed to be encroached upon or used for any purpose other than the public passage. **The licensee shall not make any addition or alternation in or around the premises without the written consent of the Director.** The licensee will also not keep any display counter / equipment etc. in the 'Veranda' or open space in front of or around the shop allotted.

(c) The licensee 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 licensee.

**(d) The licensee will not sell items at higher rates than the MRP or the rates mentioned in the rate list given by Estate Branch and shall give mandatory discount.**

**(e) The licensee will stock / sell only quality /branded products/use of cups /glasses of plastic material will not be allowed.**

(f) Each licensee shall install minimum two swipe machines in his/her shop/site to use Debit/Credit cards for making cashless transactions by the customers and will also ensure its proper functioning at all times. **In addition, facility for payment through UPI wallets/ QR Scan or any other digital/ cashless transaction should be available for faster turn around and ease of public at large.**

(g) It will be mandatory for the licensee to segregate the solid waste as per Solid Waste Management Byelaws 2018 dated 18.03.2019 issued by the Chandigarh Administration and instructions issued from time to time. It shall be the sole responsibility of the licensee to properly dispose of the solid waste generated from the commercial site. In no case the waste shall be handed over to PGIMER.

**(h) In case of failure to implement the directions regarding conditions and specifications mentioned above, *the penalty/fine will be imposed upon the licensee for 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> violations respectively.* If the violation still persists, the tender shall be terminated by the Director, PGI. The decision of the Director, PGI, Chandigarh, in this case shall be final and binding. Depending on the severity of violation, the Director, PGI has the power to terminate the license even after the first violation/ imposition of first time penalty, after giving show cause notice for termination to the licensee.**

(i) The shop will have to be accepted by the allottee "As it is". The repair required, if any, shall be responsibility of the allottee himself/herself.

(j) Lightening of Dhoop/ Jot/ Agarbati, Havan etc in the Shops/Canteens in the hospital buildings is strictly prohibited.

19. The licensee shall ensure promptness of service at the counter and shall appoint necessary staff for the purpose and shall also ensure that there is no mismanagement on his/her part or his/her agents and servants. In case of failure, to implement the directions regarding service at the counter, **a fine of Rs.5000/- be imposed for every lapse** and his/her licence is also liable to be terminated by the Director, PGI.

20. The licensee shall not use any electronic broadcaster or any other article that may disturb the atmosphere of the Hospital.

21. The licensee shall pay during the terms of licence all the Central/local taxes and cesses for the time being imposed or assessed on the premises by the competent authority from time to time. The licensee shall pay Goods and Services Tax on the licence fee as notified by the Central Board of Indirect Taxes & Customs (CBIC) from time to time. The Goods and Services Tax should be deposited along with monthly licence fee. The GST on Interest or late fee or penalty for delayed payment of any consideration for any supply shall also be recovered from the licensee in accordance with the provisions of the Central Goods and Services Tax Act, 2017 and also in accordance with any amendment in the said Act thereafter.

22. a) No obnoxious trade like Bidi, Cigarette, Pan Masala etc., shall be carried on at the premises. The licensee shall ensure strict 'NO SMOKING' inside the premises. **Breach of these conditions will entail termination of the license.**

b) Sale/stock of Bubble Gum/Chewing-gum and spitting is banned in the Institute premises. Hence, the licensee will not stock/sell Bubble Gum/Chewing-gum or toffees with gum ingredients at the shop/site.

23. Neither this licence nor any of the rights conferred by it shall be transferred or assigned to any other person, nor shall the premises or any part thereof be sublet directly or indirectly.

24. a) The licensee shall not employ any child labour(s) in contravention of the Child Labour (Prohibition & Regulation) Act, 1986. **In the event of breach of this condition, the Director may terminate the license.**

b) The licensee will be fully responsible for implementation of Labour Laws/ Shops & Establishment Legislation including minimum wages, ESI, P.F. & Worker Compensation etc. **In the event of breach of this condition, the Director may terminate the license.**

c) The licensee will make the payment of all the employees who are working with them through electronic / cashless mode and will also keep the record of the same for future reference.

25. The licensee would be required to make necessary fire safety arrangement in the shop and also install appropriate number of fire extinguishers in consultation with the Fire Officer of PGI to ensure safety and security of the public, self and the Institutes property.

26. The concerned Area Inspection Committee for respective areas shall have the right to enter and inspect any of the commercial shop/site whenever required. The Committee may, without prior notice take photographs, video, and similar recordings, examine, evaluate the goods stored or sold. If any violation is found, on spot explanation will be issued to the defaulter licensee by the Area Inspection Committee. The decision taken by Competent Authority based on the recommendation of the AIC shall be binding on the licensee.

27. In order to ensure quality of food items, the Institute team may take samples of food items for In-house testing at any time. For this purpose unconditional access to the premises and food items shall be provided by the licensee. If any adulteration is found in any sample so collected or a sample failed in examination for requisite quality, a penalty of Rs. 10,000/- will be imposed upon the defaulter licensee for every lapse.

**Description of Penalty under various clauses of the Tender Document**

<b>Sr No</b>	<b>Violation done by the licensee</b>	<b>Licence Deed Clause</b>	<b>Penalty Amount</b>
1.	Non display of rate list and rate of discount	6(a)	<b><u>Rs.10,000/- will be imposed for every lapse</u></b>
2.	Selling spurious, soiled, damaged, post-dated and expire items by the licensee.	7	<b>Immediate suspension and cancellation of the license.</b>
3.	Non deposition of Bank Guarantee within a month from the date of allotment	14	<b>Rs.2500/- per day</b>
4.	Non keeping of premises in a clean sanitary and tenable condition	18(a)	<b><u>Rs.5,000/- will be imposed for every lapse</u></b>
5.	Encroachment done by the licensee and Keeping of display counter / equipment etc. in the 'Veranda' or open space in front of or around the shop	18(b)	<b><u>Rs.5,000/- will be imposed for every lapse</u></b>
6.	Non keeping of premises in dust free, mosquito free and improper sanitation	18(c)	<b><u>Rs.5,000/- will be imposed for every lapse</u></b>
7.	Selling of items at higher rates than the MRP or rates mentioned in the rate list given by Estate Branch (Overcharging)	18 (d)	<b><u>Rs.10,000/- will be imposed for every lapse</u></b>
8.	Selling of poor quality /non-branded products and use of cups /glasses of plastic material.	18(e)	<b><u>Rs.5,000/- will be imposed for every lapse</u></b>
9.	Non keeping of minimum two swipe machines in his/her shop/site to use Debit/Credit cards for making cashless transactions by the customers and will also ensure its proper functioning at all times.	18(f)	<b><u>Rs.5,000/- will be imposed for every lapse</u></b>
10.	Non segregation of solid waste as per the Solid Waste Management Byelaws 2018 dated 18.03.2019 issued by the Chandigarh Administration.	18(g)	<b><u>Rs.5,000/- will be imposed for every lapse</u></b>
11.	Lightening of Dhoop/ Jot/Agarbati, Havan etc in the Shops/Canteens in the hospital buildings is strictly prohibited	18(j)	<b><u>Rs.5,000/- will be imposed for every lapse</u></b>
12.	Non - promptness of service at the counter	19	<b><u>Rs.5,000/- will be imposed for every lapse</u></b>
13.	Use of electric broadcaster or any other article that may disturb the atmosphere of the Hospital	20	<b><u>Rs.5,000/- will be imposed for every lapse</u></b>

Signature of tenderer

14.	No obnoxious trade like Bidi, Cigarette, Pan Masala etc., shall be carried on at the premises. The licensee shall ensure strict 'NO SMOKING' inside the premises	22(a)	<b><u>Termination of license</u></b>
15.	Sale/stock of Bubble Gum/Chewing-gum or toffees with gum ingredients at the shop/site,	22 (b)	<b><u>Penalty Rs.10,000/- will be imposed for every laps by the DDA, PGI.</u></b>
16.	The licensee shall not employ any child labour(s) in contravention of the Child Labour (Prohibition & Regulation) Act, 1986.	24(a)	<b><u>In the event of breach of this condition, the Director may terminate the license.</u></b>
17.	The licensee will be fully responsible for implementation of Labour Laws/ Shops & Establishment Legislation including minimum wages, ESI, P.F. & Worker Compensation etc.	24(b)	<b><u>In the event of breach of this condition, the Director may terminate the license.</u></b>
18.	The licensee would be required to make necessary fire safety arrangement in the shop and also install appropriate number of fire extinguishers in consultation with the Fire Officer of PGI to ensure safety and security of the public, self and the Institutes property.	25	<b><u>Penalty Rs.5,000/- will be imposed for every laps by the DDA, PGI.</u></b>
19.	Adulteration found in any sample collected by In House testing lab.	27	<b><u>Rs.10,000/- will be imposed for every lapse</u></b>

28. The penalty fine so imposed for violation must be deposited within stipulated period failing interest @12% will be charged.

29. If the licensee will not deposit the penalty amount within 15 days from the issue of penalty letter, the amount of penalty will automatically be deducted from the security deposit of the licensee lying with the institute. The licensee shall have to make good the security within 1 month. If the defaulter licensee fails to comply this provision, his/her licence shall be terminated.

#### **BUSINESS TIMINGS OF THE PREMISES**

30. The timings of the said premises for providing services shall be from **6.00 AM to 10.00 PM.** The presence of licensee or his/her persons shall be ensured during the said working hours, otherwise it would be a violation of the terms and conditions calling for termination of licence followed by eviction.

#### **VACATION / TERMINATION NOTICE**

31. Notwithstanding anything contained in condition 02 above, the licensor shall be at liberty to terminate this licence by giving 60 days clear notice ending with the expiry of that month of licence without assigning any reason whatsoever. However, the licensee may terminate this licence by giving 60 days clear notice ending with the expiry of the month of licence. In this case two months licence fee will be charged / deducted from his/her security deposit (including the cost of re-tendering).

32. The Estate Branch will inform the concerned H.E. (Electrical/Civil) in advance about the date of the vacation of any commercial sites.

33. After the date of vacation of any commercial site, the representative of Estate Branch / Estate Chowkidar and the concerned J.E. (Civil/Electrical) will reach at the vacated site/shop on the next working day at 11.00 A.M. and sign the vacation report. Further, if J.E. (Civil/Electrical) fails to visit the site/shop on the spot at the stipulated time, then the same will be signed by the concerned J.E. in the office of the Estate Branch-I. Further, the final bill of the electricity of the vacated site/shop will be sent to the office of Estate Branch by the concerned H.E. (Electrical).

#### **VACATION OF THE PREMISES AFTER EXPIRY/REVOCATION OF LICENCE**

34. The licensee shall deliver the vacant possession of the premises to the Director, PGIMER after the expiry or revocation of the licence within the stipulated time period. In case, the licensee fails to handover the vacant possession after expiry of licence period, unless it is extended by the Director, PGI, Chandigarh, the penal licence fee shall be charged as under:

For first two months: Double the Monthly Licence Fee

For next two months: Three times of the Monthly Licence Fee

For next two months: Four times of the Monthly Licence Fee.

Beyond six months, 5times of the Monthly Licence Fee will be charged from the licensee. In case of non-deposit of the penal licence fee as above, the same is liable to be deducted from the Security Deposit/Bank Guarantee/pledged FDR. In such case the licensee shall be governed by the provisions of Public Premises (Eviction of Unauthorized Occupants) Act, 1971, as amended.

35. The licensee shall permit access to the Director, or his duly authorised agent at all reasonable times for the purpose of inspecting the premises and the trade or business carried therein.

36. The Director, PGIMER, may modify, impose or relax any clause in the terms and conditions.

37. In case of breach of any of the terms and conditions of this licence, the Director, PGI may revoke this licence and forfeit the security/EMD and the licensee shall thereupon forfeit all the rights hereunder, and shall remain liable for any sum then due, from him/her and also for any damage or loss which may be caused to the licensor by reason of such default or for making any alternative arrangement for running the said premises.

#### **DISPUTE RESOLUTION**

38. Any dispute except falling under Public Premises Act, 1971 shall be referred to the Director, PGI, Chandigarh, who shall have the power to further delegate his power if required, to any other competent officer of the Institute under Regulation 25(3) of the PGIMER Act, 1966. The said officer shall place the matter before the Director, PGI, after thorough examination. The Director, PGI, shall take the final decision after considering the full facts and circumstances of the case. The decision of the Director, PGI shall be binding upon both the parties.

#### **JURISDICTION OF COURT**

39. The courts at Chandigarh shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

**ANNEXURE-A**

EMD detail:

**FDR/TDR /DD/Banker Cheque No.** \_\_\_\_\_

No.....  
Dated.....  
for Rs. ....  
at scheduled Bank.....  
Branch .....

Affix attested  
latest Passport  
Size Photograph .

**(Signature of tenderer(s))**  
(Individual/Firm/company/other)

**PAN Number** \_\_\_\_\_

(Enclose attested Photocopy)

(Affix stamp except individuals)

Dated: \_\_\_\_\_

Name in full (of tenderer).....

Date of Birth.....

Father/Husband's Name.....

**Address for correspondence**.....

Phone No..... Mobile No.....

**Permanent Address**.....

Phone No..... Mobile No.....

**Witness – I**

**Witness – II**

Signature:.....  
Name .....  
Address .....  
Phone No.....  
Mobile No.....

Signature.....  
Name.....  
Address.....  
Phone No.....  
Mobile No.....

(Tenderer must sign on each page of Tender Form)-----

**ANNEXURE-I**

PROFORMA FOR AFFIDAVITE

**TO BE WRITTEN ON NON-JUDICIAL STAMP PAPER OF RS. 5/-**

(TO BE ATTESTED BY A MAGISTRATE 1ST CLASS OR OATH COMMISSIONER/NOTARY PUBLIC)

I,..... S/o

Sh.....

R/o..... Police Station.....

District..... Contractor/ partner or sole proprietor (Strike out the work which is not applicable) of (firm or contractor) ..... do hereby declare and solemnly affirm that:

- (i) I am/my firm/company is not blacklisted by Union or any State Govt./ Organisation.
- (ii) No individual/firm/companies blacklisted by the Union or State Government or any partner or shareholder thereof, have any connection directly or indirectly with or has any subsisting interest in business of my firm.
- (iii) I am or my partner are not involved / convicted in any criminal case / economic offence and no criminal case/economic offence is pending against me or my partner in any court of Law / Registered with police.

Dated:-.....

Deponent .....

**VERIFICATION**

I do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and it conceals nothing.

Deponent.....

\_\_\_\_\_

**ANNEXURE II**

**PROFORMA FOR AFFIDAVITE**

**TO BE WRITTEN ON NON-JUDICIAL STAMP PAPER OF RS. 5/-**

(TO BE ATTESTED BY A MAGISTRATE IST CLASS OR OATH COMMISSIONER/NOTARY PUBLIC)

**Affidavit of the tender to be given by the tenderer regarding shops/commercial sites allotted to him/her from PGI on the date of filling of this tender:-**

**AFFIDAVIT**

I,..... S/o, D/o, Sh. /Smt. ....  
R/o..... Police Station..... District.....  
Contractor/ partner or sole proprietor (Tick whichever is applicable and Strike out which is not applicable), of  
(firm or contractor) ..... do hereby declare and solemnly affirm that : -

(i) *"The applicant/firm either himself/herself does not already have a concurrent licence from the PGI for running the Shop/Commercial Site in the PGI premises.*

(ii) The applicant has one concurrent licence of one shop/commercial site details of which are as under:-

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(iii) The applicant has two concurrent licences of shops/commercial sites and the tender period of shop/site being applied does not overlap with the tender period of the existing shop/commercial sites with him/her by more than 03 months. Details of the sites are as under:-

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_

Dated:.....

Deponent .....

**VERIFICATION**

I do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and it conceals nothing.

Deponent.....