

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 on the following terms and conditions:-

<u>Shop No.</u>	<u>Location</u>	<u>Trade</u>	<u>Earnest Money</u>	<u>Last date for deposit of tender</u>	<u>Date & time for opening of tender</u>
6	Hostel Complex	General*	₹ 10,000/-	26.08.19 upto 2.00 PM	26.08.19 upto 3.00 PM

* Barring that trades like intoxicants, Sale of liquor, slaughtering and tabacoo will not be allowed in the premises. The licensee 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 <http://www.gmch.gov.in>.

Director Principal

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

**TENDER 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 of 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 submitted? | Yes / No |
| 2. Whether the Technical bid, Price bid and EMD have been submitted separately? | Yes / No |
| 3. Whether an affidavit on the Non-judicial stamp paper, duly attested by the Executive Magistrate/ Notary, regarding non-black listing/non-prosecution of firm has been submitted ? | Yes / No |
| 4. Whether each page of the tender document and other 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 ? | Yes / No |
| 5. Whether a copy of the constitution/ partnership deed of firm, if applicable, duly registered with Registrar Firms has been submitted ? | Yes/ No |

Note: 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.

Place: _____
Dated: _____

Signature of Tenderer _____
Full Name of the Tenderer _____
Address _____

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

TENDER DOCUMENT

TENDER DOCUMENT SR. NO. _____ RECEIPT NO. _____ DATED _____
TENDER FOR LICENCEING OUT OF SHOP NO. _____, FOR THE TRADE OF
_____, HOSTEL COMPLEX, GMCH-32, CHANDIGARH.

INSTRUCTIONS/GUIDELINES FOR TENDERERS.

1. A Copy of tender notice is at Annexure-I.
2. The terms & conditions as laid down in the Technical Bid for the award of contract for licenceing out of Shops are at Annexure-II.
3. An Affidavit regarding Non-Black Listing is at Annexure-III.
4. Price Bid Performa is at Annexure-IV.
5. 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 _____ at 2.00 PM:-
 - (a) Earnest Money Deposit (EMD) in envelope No.1
 - (b) Technical Bid alongwith terms & conditions and Annexures I, II & III in envelope No.2.
 - (c) Price Bid duly filled (Annexure-IV) in envelope No. 3.
6. Unsealed tender(s) will be rejected straightway.
7. 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.
8. Earnest Money deposited with Govt. Medical College & Hospital, Chandigarh in connection with any other tender will not be considered/ adjusted against this tender.
9. EMDs of unsuccessful tenderer (s) will be discharged after the allotment of Contract of SHOP NO. _____ for the trade _____, Hostel Complex, GMCH-32, Chandigarh.
10. Offer in the Price Bid (Annexure-IV) form should be clearly mentioned both in figures as well as in words.

11. Tender will be regarded as an offer open to acceptance at the discretion of the Director Principal for a period of six months from the date of opening of Price Bids.
12. The last date and time for receipt of tenders is _____ upto 2.00 P.M.
13. The tenderer will be responsible to ensure that the tender is received on or before the due date and time in the office of the Director Principal, Government Medical College Hospital, Chandigarh {Room No. 301, 3rd Floor, Block-D, Estate Branch}
14. Each page of tender comprising in Annexure I, II, III, IV should be signed by the tenderer (s).
15. The tender form is not transferable.
16. The Tenders i.e. Earnest Money (EMD), Technical Bid shall be opened on _____ at 3.00 PM. The Price Bid shall be opened only respect of those firms whose earnest Money is found in order/ in the required form.
17. Conditional offers shall be liable to be rejected straightway.
18. In the event of the date of receipt of opening of tender being declared a holiday for Govt. Medical College & Hospital, the next date for receipt/ opening of the tender will be the next working day at the same time.
19. The tenders shall be opened in the presence of intending tenderer(s) or their authorized representative(s) if they wish to be present at that time.
20. Any attempt direct or indirect, to cast influence, negotiation on the part of the tenderer with the officials/authority to whom he/she will submit the tender or the tender accepting official/ authority before the finalization of tenders will render the tenderer liable for exclusion from consideration.
21. The Licencee shall display the Rate List at conspicuous place.
22. The Director Principal reserves all the rights to accept or reject any tender without assigning any reason and also to impose/relax any term and condition of the tender at any time subject to the conditions that such changes is in the public interest.

23. The tenderer (s) applying for Shop No._____, for the trade _____ (Hostel) 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.

(To be submitted in envelope No.2)

TERMS AND CONDITIONS FOR LICENCING OUT SHOP NO. _____ FOR THE
TRADE _____ (HOSTEL COMPLEX)

GOVERNMENT MEDICAL COLLEGE & HOSPITAL, SEC 32, CHD.

1. **Provision for governing Licence Deed:**

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. **Mandatory eligibility**

- i) Any Indian citizen can apply for the shop.
- ii) The Licence Deed shall be executed on the clear understanding 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. **Period of Licence Deed:**

The contract shall be awarded initially for a period of 01 year which is extendable upto 5 years on year to year basis subject to satisfactory performance of the licensee and fulfillment of all terms and conditions that too with the condition that the licence fee will be increased by 10% on completion of every year.

4. **Security deposit :**

The Licencee shall deposit three month's' Licence fee as security in the shape of FDR duly pledged in favour of the Director Principal, Govt. Medical College & Hospital, Sector-32, Chandigarh. The security shall be refunded on expiry of the Licence Deed or adjusted against arrears of licence fee/damages, if any. If and when the amount of security falls below three month's' Licence Fee on account of increase in Licence Fee or adjustment of any amount due from the Licencee during the subsistence of the Licence Deed, the Licencee shall immediately make up the said amount of security.

5. **Indemnity Bond:**

The Licencee shall indemnify GMCH against any loss to Govt. property and other infrastructure of this college/hospital for theft, fire or misuse. For this purpose, the Licencee will have to submit a written

indemnity bond on a non judicial paper of ₹ 15/- duly attested by an Executive Magistrate or a Notary Public, within 15 days of Award of Contract.

6. **Possession:**

The allotted shop shall be occupied by the Licencee within 15 days from the date of issue of the allotment letter. The Licence Fee will be charged from the 16th 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.

7. **Licence Fee**

- a) The Licencee shall pay monthly Licence Fee in the shape of demand draft/pay order/ Banker's Cheque etc. in advance on or before the 10th day of the month for which it falls due.
- b) If monthly Licence Fee is not paid in full 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 @ 15% per annum or part thereof, of the amount in arrears w.e.f 1st of that month till the time full payment is made.
- 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.

8. **Payment of Taxes :-**

Licencee shall be liable to pay all such fees or taxes as may be levied by the Chandigarh Administration/ Government of India or any other authority in respect of the Business undertaken, under any law from time to time.

9. **Payment of electricity and water charges :**

The Licencee shall apply to the electricity authorities within 10 days from the date of issuance of letter of Intent for getting the connection of electricity meter. He shall be liable to pay all the bills/arrears directly to the electricity department arising thereto before vacating the premises on the expiry /termination of the Licence Deed of the said shop. The Licencee will pay Rs.100/- per month towards water charges. These charges are, however, subject to revision from time to time. It shall be lawful for the Director Principal, GMCH, Chandigarh to order adjustment of arrears on account of water due against the licence out of security deposited by the licensee.

10. **Alteration/amalgamation/encroachment/defacement of building :**

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, Chandigarh. 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.

11. **Display of rates and working hours :**

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

12. **Hygiene/ Sanitation and Indemnification by the Licencee :**

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 **Rs. 500/- (Rs. Five hundred only)** may be imposed on him 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.

13. **Police Verification**

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

14. **Delivery of vacant possession on termination of Licence Deed:**

On termination of the licence deed, the licensee shall remove temporary structures and fixtures, if any, immediately and deliver the vacant possession of the said 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 be at liberty to charge licence Fee with 50% increase on the prevailing Licence Fee. The expenditure incurred on removal of fixtures shall be recoverable from the licensee.

15. 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 the 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.

16. Inspection of the shop :

The Director Principal, GMCH, may, through his officers and employees, at any point of time either during day or night enter into and upon any part of the said building for the purposes of ascertaining that the Licencee is duly observing the conditions of this Licence Deed.

17. Penalty Clause:

In case, the licensee makes any default, as listed below, the Director Principal may impose a penalty of Rs. 500/- in each occasion. After receipt of three complaints against the licensee, the procedure for termination of contract agreement can be initiated on below mentioned defaults, 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 eatables except permitted.
- h) Any other.

18. Black-listing :

The licensee/ licence deed under the contract shall be subject to the black-listing policy declared by the Chandigarh Administration vide Memo No.1927-F&PO(3)-2009/1170, dated 27.02.2009.

19. Termination of Licence Deed :

The Licence Deed may be terminated by the Director Principal, GMCH, Sec-32, Chandigarh or the licensee as the case may be, in the event of any of the following contingencies:-

- a) On the expiry of the Licence Deed period by the Director Principal.

OR

- b) In the event of the non-payment of monthly Licence Fee, electricity and water charges within 30 days of the due date by the Director Principal.

OR

- c) In case the services rendered by the Licensee are found to be unsatisfactory or there is breach of any condition of the Licence Deed or the licensee engages in any obnoxious trade by Director Principal, by giving three month's notice.

OR

- d) In case the licensee does not wish to carry on with the business, by the licensee, by giving three months notice.

OR

- e) In case, the Licensee is declared insolvent by a Court of Law by the Director Principal. However; the Licensee shall in that case be given two months notice for the cancellation of his Licence Deed; provided that during that period, the licensee shall keep on discharging his duties as before.

OR

- f) In Case a continuous report of misbehavior or Charging goods at higher rate by the licensee or his employees, will render him for cancellation of licence deed.

OR

- g) If the said shop is found to be closed for a period of one month and that the business is not being carried on at a regular basis, the competent authority would have the liberty to terminate the contract and take possession of the said shop by lawful means.

20. Intimation of address of Licensee:

The successful tenderer/ licensee should submit documents verifying the identity, commercial as well as residential address before the issuance of letter of award in his/her 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.

21. Transfer of Liabilities :

The liabilities of the Licencee, in the event of death/infirmity or for any other reason or circumstances, shall be borne by the following on such terms and conditions, as borne by the Licencee here to before:-

- i) Legal heirs in case of sole proprietor.
- ii) The next partners 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.

22. 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 thereon shall be final and binding on the parties thereto. The Arbitration and Conciliation Act 1996 and rules framed there-under as amended from time to time, shall apply to the arbitration proceedings. The venue of arbitration shall be only at Chandigarh (India). There shall be no objection by the Licencee that the Arbitrator, Secretary, Medical Education & Research, 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."

23. Jurisdiction :

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

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

Receipt No: _____
Date: _____

From:

M/s _____

To:

The Director Principal
Government Medical College Hospital,
Sector 32, Chandigarh.

Subject: Tender for licencing out Shop No. _____ for the trade
_____, Hostel Complex, in the Government Medical
College Hospital, Sector 32, Chandigarh.

Sir,

Please find enclosed herewith Earnest Money Deposit (EMD) of
Rs. _____/- in shape of A/C Payee's, Demand Draft, FDR, Banker
Cheque or Bank Guarantee bearing no.
_____ dated _____ issued by
_____ (Name of the Bank) on
_____ drawn in favour of the Director Principal, GMCH, Chandigarh,
valid for a period of one year.

It is certified that all documents/pages of the tender documents
have been signed and are being put in one big envelope containing three
separate sealed packets/envelopes as per NIT. The first envelope contains
EMD in the shape of A/C Payee's, Demand Draft, FDR, Banker Cheque or
Bank Guarantee valid for one year drawn in favour of Director Principal,
GMCH, Chandigarh. The 2nd envelope contains Technical bid alongwith tender
documents complete with its Annexure I, II & III. The 3rd envelope contains
only Price Bid, which is duly signed. The terms and conditions mentioned in
the tender documents are acceptable to me/us.

Thanking you,

Yours faithfully,

(SIGNATURE)
with full address

Enclosed
EMD

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

Receipt No: _____
Date: _____

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.

Sir,

With reference to your advertisement for licencing out Shop No. _____, Hostel Complex, in the Government Medical College Hospital, Sector 32, Chandigarh, we enclose herewith my Technical Bid duly filled, alongwith tender documents Annexures I to III.

It is certified that all documents/pages of the tender documents have been signed and are being put in one big envelope containing three separate sealed packets/envelopes as per NIT. The first envelope contains EMD in the shape of A/C Payee's, Demand Draft, FDR, Banker Cheque or Bank Guarantee valid for one year drawn in favour of Director Principal, GMCH, Chandigarh. The 2nd envelope contains Technical bid alongwith tender documents complete with its Annexure I, II & III. The 3rd envelope contains only Price Bid, which is duly signed. The terms and conditions mentioned in the tender documents 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. Any other documents.

ANNEXURE - III
(To be submitted in envelop no. 2)
AFFIDAVIT

I/We _____
partner/sole proprietor (strike out which is not applicable) of (Name &
Address of Firm) _____ do hereby declare
and solemnly affirm:

a) That the individual / firm / companies are not debarred or black-listed by any department of Union/State Government or any autonomous institute.

b) That no partner or shareholder, directly or indirectly connected with the applicant who has been debarred or blacklisted by any department of Union Govt./State Govt./Autonomous Institute.

c) And that the terms and conditions for licensing out of Shop No. _____, GMCH, are acceptable to me / us. I/we will 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:

Place:

DEPONENT

(Note: To be furnished on non-judicial stamp paper worth Rs.3/- duly attested by a MAGISTRATE 1st Class or Notary Public).

(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 Hospital,
Sector 32, Chandigarh.

Subject: Tender for licencing out Shop No. _____, Hostel
Complex in the Government Medical College Hospital, Sector 32,
Chandigarh.

Sir,

Please find enclosed herewith Price Bid duly filled and signed for
licencing out of Shop No. _____ for the trade _____
(Hostel Complex) in the Government Medical College Hospital, Sector 32,
Chandigarh.

Thanking you,

Yours faithfully,

(SIGNATURE)
Seal of the firm
with full address

Enclosed :
Price Bid in Anneuxre IV.

Annexure-IV
(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.	Name & address of applicant with Telephone/ Fax Nos., if any	
a)		
b)	Offer of monthly licence fee (rent) (neatly written)	<div>In figures :-Rupees _____</div> <div>In words:- Rupees _____</div> <div>_____</div> <div>_____</div> <div>_____ per month.</div>

Date:
Place:

Signatures
(Name & Address)