

Auction Notice

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General Detail

Ministry of Health and Family Welfare

Office/Zone : -Department of Health and Family Welfare  
-All India Institute of Medical Sciences (AIIMS)

Seller/Auctioneer Name : Raju Kumar-  
Auctioneer

Reference No. : AIIMS/RBL/ADMIN/Forward Auction/02

Category : Land/Building

Auction Brief : Allotment of Jan Aushadhi Kendra at AIIMS, Raebareli

Auction Detail : Establishment of Jan Aushadhi Kendra at AIIMS, Raebareli

Project Location - Pin Code :

#	Pin Code	City	District	State
1	229405	Raebareli	Raebareli	UTTAR PRADESH

Bid Submission Rule

Bidding Access : Open

Item wise Time : Yes

Set PQ Validation : Yes

PQ Submission Start Date and Time : 24/01/2024 12:15

PQ Submission End Date and Time : 31/01/2024 12:00

PQ Assessment End Date and Time : 02/02/2024 12:00

EMD/Post Event Deposit

Allow EMD : Yes

Requires Item wise EMD : Yes

EMD Payment Start Date : 02/02/2024 12:00

EMD Payment End Date : 05/02/2024 12:00

Auction Timing rule

Auction Start Date & Time : 05/02/2024 12:00

Auction End Date & Time : 11/02/2024 17:00

Auto Extension : Applicable

Auto Extension Mode : Unlimited

Bidding Template : Land/Building

View (/eprocure/view-configure-Business Rules rule/9960/0/0/4/8EE007BD177CCC29A1D0008D76A87A5BEE4C5769)

View (/eprocure/xcommon/view-auction-item-wise-EMD emd/9960/B5825316C8A60B8770A57468CCE860226) Details

Download Document

Sr. No.	Document Description	Size (MB)	Approval Date & Time	Status	Action
1	Bidding Document	0.44	24/01/2024 12:12	Approved	Download(/eprocure/xcommon/file-download/0/12033/9960/D5227C164CE09AB19146C01A3AF67186A4B8)

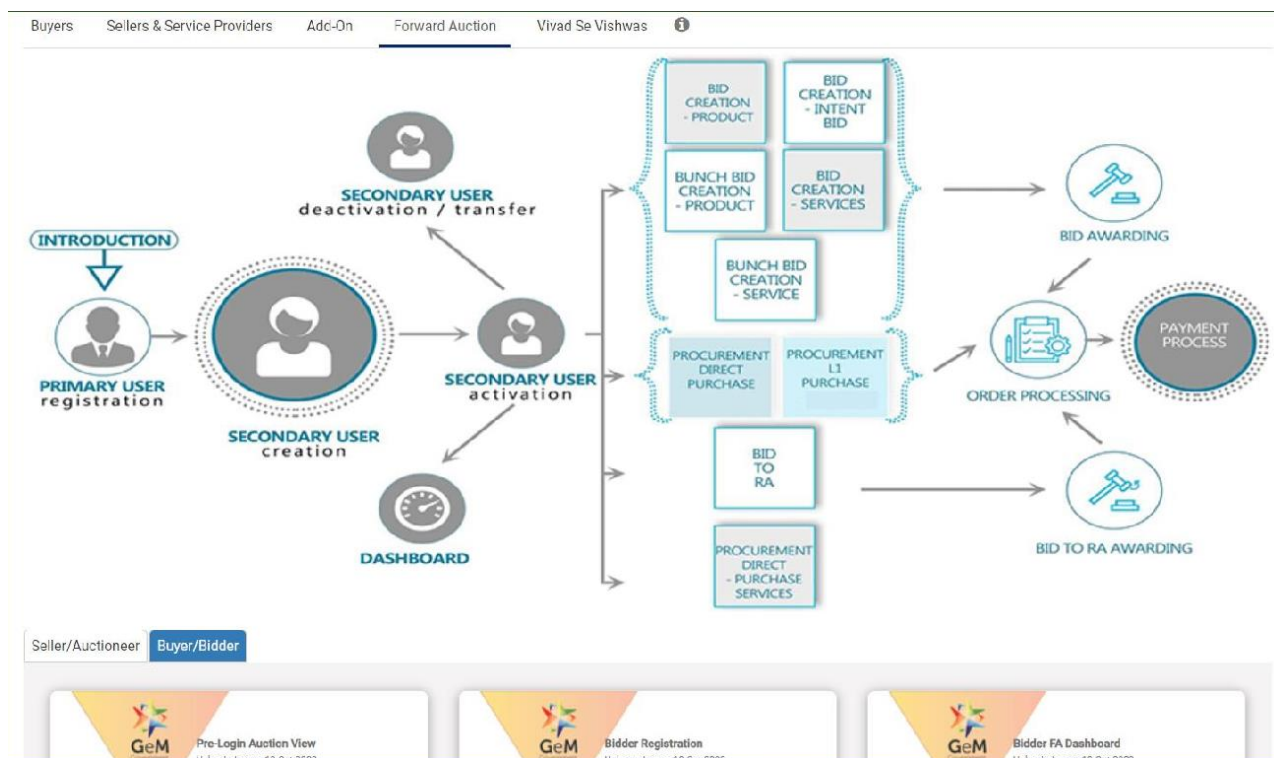


### **Pre-Qualification Criteria for Forward Auction of Jan Aushadhi Kendra**

1. The Bidder should be Institutions/ NGO/ Charitable Institute/ Hospital etc./Government or Government nominated Agency. Individuals/Proprietor are not eligible to participate.
2. Turnover Criteria: - The annual average turnover of last three year should be 3 Cr. Supporting documents should be attached.
3. Experience Criteria: - Minimum 5 Jan Aushadhi Kendra should be running in the India from 3 years and out of 5, Minimum 2 Jan Aushadhi Kendra should be running in the minimum 500 bedded Government Hospital.
4. The bidder should not be blacklisted in any government/autonomous/PSU in last 5 years.

The bidder should follow the gem portal for participation in the forward auction as per instruction given below: -

1. Visit the following web address  
[https://gem.gov.in/training/training\\_module](https://gem.gov.in/training/training_module)
2. Select Forward Auction
3. Click on Buyer/Bidder



#### Instruction to pay EMD:-

1. Open AIIMS, Raebareli website i.e. [www.aiimsrbl.edu.in](http://www.aiimsrbl.edu.in)
2. Click on SBI Payment Gateway
3. Select Category Procurement Cell in the Gateway
4. Type of Payment: - EMD
5. Fill the details and submit the EMD.

## INTRODUCTION

- (a) AIIMS, Raebareli, is established by the Ministry of Health & Family Welfare, Government of India under the Pradhan Mantri Swasthya Suraksha Yojna (PMSSY) to correct the regional imbalances in quality tertiary level healthcare in the country and attaining self-sufficiency in graduate & postgraduate medical education.
- (b) The All-India Institute of Medical Sciences in Raebareli, which imparts both undergraduate and postgraduate medical education in all its branches and related fields, along with nursing and paramedical training has an objective to bring together in one place educational facilities of the highest order for the training of personnel in all branches of health care activity. The Executive Director of AIIMS Raebareli, or his designated officer will be hereinafter called the "Authority".
- (c) The Pradhan Mantri Bhartiya Jan Aushadhi Pariyojna was launched in 2008, with the aim of selling generic medicine at affordable prices through dedicated outlets i.e., Pradhan Mantri Bhartiya Jan Aushadhi Kendra (PMBJK) in various districts of the country.
- (d) In this regard, AIIMS Raebareli, intends to establish Jan Aushadhi Kendra (JAK) at its hospital. Proposed Jan Aushadhi Kendra would cater to the patients visiting AIIMS Raebareli. The Jan Aushadhi Kendra Located at AIIMS Raebareli, shall be referred to as Project (the "**Project**"). The Authority has decided to carry out the bidding process for the selection of a entity as the Bidder to whom the Project may be awarded.
- (e) The selected bidder will be entitled to collect medicine charges as per the guidelines issued by BPPI from time to time.
- (f) The selected bidder has to apply to the Bureau of Pharmaceuticals PSUs of India (BPPI) which is an implementation agency for PMBJK the for opening of Jan Aushadhi Kendra (JAK) and must fulfill all the requirements operating terms and conditions as laid out by BPPI in the regard from time to time.
- (g) The Authority will provide the space within the premises of AIIMS Raebareli, for establishing Jan Aushadhi Kendra and the selected bidder will be subject to payment of rent, electricity, water and other charges levied by AIIMS Raebareli, it's also clarified that the selected Bidder shall as required to be complete with applicable laws refurbish the existing space at the hospital at its own cost.
- (h) The selected Bidder shall be required to install and equip the Pradhan Mantri Bhartiya Jan Aushadhi Kendra (PMBJK) with required furniture and fixtures, computer, printer, scanner etc., obtain Drug license, engage qualified pharmacist registered in Uttar pradesh State only and as any other applicable norms as laid out by BPPI/other relevant authorities so as to be

able to legally commence operation of the Pradhan Mantri Bhartiya Jan Aushadhi Kendra (PMBJK).

- (i) The Selected Bidder shall sign a separate Tripartite Agreement for the Project ("**Tripartite Agreement**"). The Tripartite Agreement sets forth the detailed terms and conditions for grant of the Project to the Selected Bidder, including the scope of the Selected Bidder's services and obligations. The Selected Bidder shall be responsible for, the operation and maintenance of the Project under and in accordance with the provisions of a tripartite agreement to be entered into between BPPI, Authority and Selected Bidder in the form provided by the Authority as part of the Bidding Documents pursuant thereto. **The Agreement Period shall be for 2 (two) years** and extendable up to 1 year based on performance.
- (j) Initially license will be granted for 11 months and can be renewed further on each occasion with an increase of 10% for 11 months provided the service of the licensee is found to be satisfactory.
- (k) The selected bidder will be under a **probation period of six months** wherein AIIMS Raebareli, Will observe the service provided by the bidder; in case it is deemed that the services are deficient or inadequate, AIIMS Raebareli, reserves the right to terminate the contract forthwith. AIIMS Raebareli, also reserves the right to undertake a periodic review of the services including patient satisfaction, availability of medicines, the compliance rate of prescription medicines, quality parameters, the extent of compliance with any other regulations etc., and take appropriate measures including termination of the contract if the services provided are seemed to be consistently deficient.

### **FACILITIES TO BE PROVIDED BY THE INSTITUTE**

1. Space/ Area for running of shop shall be provided by the Institute. The space/ Area will be provided on lease /rent basis.
2. The required water and electricity will be provided by the Institute on payment basis. Electricity & Water Bill rates will be as per the existing tariffs based on the actual consumption.

### **Pre-Qualification Criteria for Forward Auction of Jan Aushadhi Kendra**

1. The Bidder should be Institutions/ NGO/ Charitable Institute/ Hospital etc./Government or Government nominated Agency. Individuals/Proprietor are not eligible to participate.
2. Turnover Criteria: - The annual average turnover of last three year should be 3 Cr. Supporting documents should be attached.
3. Experience Criteria:- Minimum 5 Jan Aushadhi Kendra should be running in the India from 3 years and Out of 5, Minimum 2 Jan Aushadhi Kendra should be running in the minimum 500 bedded Government Hospital.
4. The bidder should not be blacklisted in any government/autonomous/PSU in last 5 years.

### **Special Terms & Conditions of Jan Aushadhi Kendra**

#### **Roles and responsibilities of (Nominated Agency)**

The PMBJAK,\_(Nominated Agency) will be responsible for establishing, managing and successfully running the Pradhan Mantri Bhartiya Jan Aushadhi Kendra, Raebareli, (PAMJAMG) for making available quality generic medicines at affordable prices for all. The (Nominated Agency) will own and manage the system including making necessary provisions for maintenance and recurring expenditure from its own resources for running the Pradhan Mantri Jan Aushadhi Kendra,

- a) It would ensure that the Pradhan Mantri Bhartiya Jan Aushadhi Kendra is opened in the selected area of the hospitals, as decided by the All-India Institute Of Medical Sciences (AIIMS), Raebareli.
- b) It will fully furnish the Pradhan Mantri Bhartiya Jan Aushadhi Kendra, as may be required to run a medical store with computer and internet facility etc. and follow the designs, layout and the logo etc. as per specifications provided by the BPPI.
- c) To carry out required construction in the allotted space.
- d) The pharmacy will remain opened 24 hours for all seven days of the week.
- e) For all internal purchases of AIIMS Raebareli, the vendor shall make available the items at the price price laid down by BPPI and no additional charge will be levied. The vendor will submit the bills to AIIMS Raebareli, on daily basis with all supporting documents of Purchases made by AIIMS, Raebareli,
- f) The nearly expiry medicine will be returned by AIIMS, Raebareli to Jan Aushadhi Kendra which medicine is purchased from Jan Aushadhi Kendra.
- g) The vendor will issue non availability certificates of the item not available with its pharmacies to AIIMS Raebareli,
- h) **Only those drugs which are labeled under Jan Aushadhi will be kept in their pharmacy shop, if other company brand drugs found in their premisis they will be liable for penalty in the range of 10000 to 100000 which will be decided by the AIIMS administration.**
- i) Over-the-counter medicine known as OTC or nonprescription medicine are allowed to be kept at their pharmacy outlet.

- j) Proper records should be maintained and time to time the administration may seek various information from the vendor pertaining to stock, expiry drugs, inventory etc
- k) The vendor shall ensure total dispensation of drug and medicines prescription for various departments of Raebareli, and no patients shall be referred to private medical outlets.
- l) The vendor shall ensure the security of its pharmacy in all respects and AIIMS Raebareli, shall have not responsibility of theft or damage to its pharmacy whatsoever.
- m) To comply with all statutory requirements of the FDA.
- n) It will be responsible for running and managing the PMJAK round the clock as per the requirements of AIIMS Raebareli, and PPI.
- o) It will keep the premises clean, hygienic and function to provide efficient, high-quality service to the public.
- p) It will obtain the Retail /wholesale Drug License/ SaleTax / VAT numbers from the competent authority to run the Kendras having Pharmacists and other qualified staff. The first party would be necessary to obtain the required Drug License/Sale Tax number.
- q) It will procure the generic medicine directly from Central Warehouse/C&F agent/Super Stockiest/Distributor appointed by BAPPI.
- r) It will ensure that the supply of the medicines made by the Central Warehouse/C&F agent/Super Stockiest/Distributor, the receipts of the medicines in the relevant form(s) is/are sent to the Central Warehouse/C&F agent/Super Stockiest/Distributor as promptly as possible.
- s) It will sell the unbranded generic drugs manufactured by the Central Pharma Public Sector Undertakings (CPPSUs) or other manufacturers as may be supplied or permitted by BPPI as per the Pradhan Mantri Jan Aushadhi Yojana.
- t) It will not use the PMJAK for sale of any unauthorized or illegal or extraneous/obnoxious/banned drugs which are spurious, soiled, damaged, post-dated or expired or adopt unfair means to boost the sale.
- u) It will issue computer generated receipts for each sale which will include name of medicine(s), pack and quantity, batch no. date of manufacturing and expiry, sale price, taxes, if any, as per normal procedure.
- v) It will pay GST service taxes and other central and local taxes as applicable from time to time being imposed or assessed on the premises by the competent authority.
- w) It will permit access to the PPI, AIIMS Raebareli, through its authorized person(s)/party at all reasonable times for the purpose of inspecting the premises and also the stock where the trade or business of the Kendra is being carried their in. Such Party or its agents are authorized to seize any unauthorized items being sold in the store without any valid permission or sanction law.
- x) It will abide by directions issued by the Government of India from time to time for proper maintenance of the premises and for running the stores, besides observing the relevant laws such as drugs law, labor law, shop and establishment registration etc.,as applicable.
- y) It will regularly submit their returns and returns as may be called by PPI, as the case may be.
- z) Further operational issues, arising from time to time, will be decided with mutual consent of all the concerned parties.
- aa) To pay AIIMS Raebareli, the cost of electricity on a monthly basis at actual and prevailing tariff as prescribed by Uttar Pradesh state power corporation Ltd (PSPCL) as per bills received from the AIIMS Raebareli, authorities. In case the electricity meter is not installed, electricity billing will be done on consumption assessed on the basis of connected load plus fixed charge and other levies as are applicable under the tariff.
- bb) It will employ Pharmacists with qualifications as mandated by BPPI who would be responsible for the day-to-day operation of PMJAK; And will submit the list of Pharmacists and Asst. Pharmacists employed from time to time as Additional Medical Superintendent, AIIMS Raebareli,.
- cc) To provide Uniforms and Identity cards to the employees and a copy of identity cards and credentials

of employees will be submitted to Medical Superintendent, AIIMS Raebareli, for records.

- dd) To bear the cost of repairing any damages done the Hospital allotted premises for setting up the pharmacy.
- ee) Not to sublet in part or full of the allotted premises to any third party.
- ff) To allow the authorized Representatives of AIIMS Raebareli, /BPPI to conduct Inspection of the premises of Pharmacy Any point Of Time.
- gg) To install Suggestions and Complaints Boxes in the PAMJAMG premises conspicuously.
- hh) To dispense medicines to patients only on valid prescriptions from Doctors of AIIMS Raebareli, for the benefit of patients.
- ii) To provide List of Inventory maintained from time to time to Additional Medical Superintendent for circulation of the same in different departments.
- jj) To Provide Cashless Service to The Patients (if required) as directed by AIIMS Raebareli,
- kk) To provide prescribed medicines to the employees of AIIMS at an additional discounted price.
- ll) To circulate the list of available medicines, surgical and implants among the Doctors, Nurses and other AIIMS Raebareli, Staff.
- mm) It shall indemnify the AIIMS Raebareli, against all losses damages caused sustained to the Central Warehouse/C&F agent/Super Stockiest/Distributor due to any default, negligence, breach of any the terms and conditions by it.
- nn) To entertain Public Grievance redressal and Refunds or Returns of Medicine After 4pm All days.
- oo) To complete all the documentation/ agreement as mandated by BPPI and follow all guidelines as applicable to Jan Aushadhi Kendra.



## ARTICLE-III

### 4. Functions and Responsibilities of the BPPI

The Bureau of Pharma Public Sector Undertakings of India(BPPI) set up under the Department of Pharmaceuticals, Ministry of Chemicals and Fertilizers, Government of India will be responsible for facilitating the supply of affordable quality generic (unbranded) medicines required in the health care, through Central Warehouse/ C & F agent/Super Stockiest/ Distributor to the Pradhan Mantri Bhartiya Jan Aushadhi Kendra, Raebareli, (PMJAKMG) to be managed by the \_\_\_\_\_(Nominated Agency)with applicable margins.

- a) For proper implementation of the scheme, BPPI would render all required assistance to the (Nominated Agency) for running the Kendra for furthering the objective of the Pradhan Mantri Jan Aushadhi Yojana.
- b) BPPI shall also facilitate the supply of affordable and quality assured generic (unbranded) medicines etc. through Central Warehouse/C&F agent/Super Stockiest/Distributor to the Pradhan Mantri Bhartiya Jan Aushadhi Kendra with appropriate margins.
- c) The BPPI will provide software for computerized operation of Point of Sale(POS) for efficient operation of the PMJAK.
- d) BPPI will provide the Pradhan Mantri Bhartiya Jan Aushadhi Kendra with financial support and incentives applicable.
- e) The assets as created above with the financial support provided by BPPI shall be the sole property of BPPI.
- f) To ensure availability and dispensing of narcotic/psychotropic drugs based on valid prescription.
- g) To ensure medicines, consumables and implants are supplied within the required time.
- h) To establish a system for checking spurious, adulterated and misbranded drugs.

### **GENERAL TERMS AND CONDITIONS**

1. Successful tenderer will be granted contract for three years and extendable for further one year on same terms & conditions. But the agreement will be done for every eleven month and next agreement for 11 month will be done with revision of license fee (Shop rent) by 10% (0.50 rupees or less to be ignored and more than 0.50 rupees to be rounded off to next higher rupee). However, in any case the total term of contract shall not exceed four years in all.
2. In addition to the rent for shop as quoted and approved, the licensee has to pay electricity charges as per sub-meter.
3. The successful tenderer shall have to deposit security amount of five times of final amount for shop in the shape of DD / FDR duly pledged in favour of the Executive Director, AIIMS RAEBARELI, for 26 months.
4. **Registration charge for registry of agreement shall be borne by tenderer at the time of signing of agreement.**
5. Security money of five times of final amount will be refunded after successful completion of the contract and after issue of no dues certificate to the effect that licensee has cleared all dues in respect of electricity, license fee or any other charges and handed over the Shop institute without any damage.
6. The successful tenderer shall have to submit an undertaking as per Annexure – A which will become part of the agreement. On acceptance of the tender, licensee has to enter into this agreement with AIIMS Raebareli within 15 days of issue of acceptance letter.
7. The tenderer shall take care in filling the financial bid as quoted in a manner that interpolation is not possible. The whole tender form / document including the notice shall be submitted while quoting rates. No paper / note shall be detached, failing which the tender shall be rejected.
8. The licensee shall not create a sub-contract of any description with regards to the contractor any part thereof nor shall assign or transfer his contract or any part thereof in any manner.
9. The personnel engaged by the agency for this contract will not be employees of AIIMS Raebareli and there will be no employer – employee relationship between the AIIMS Raebareli, and the personnel so engaged by the licensee. Nor they will have any right to claim for any temporary or permanent position in the institute.
10. The licensee shall use the allotted space only for the purpose indicated under the contract and for no other purpose whatsoever.

11. The licensee shall indemnify AIIMS Raebareli from / against any claims made or damages suffered by AIIMS Raebareli by reason of any default on the part of the licensee in the due observance and performance of the provision of any law which may be related to the purpose of this contract and to the area in which the premises are located. The Licensee shall pay all cost for damages and expenses in regard to any damages caused to the premises structurally or otherwise and in this regard the decision of the Executive Director, AIIMS Raebareli shall be final and the AIIMS Raebareli is entitled to deduct such amount from the security deposited by the licensee.
12. The licensee will discharge all the legal obligations of its employees in respect of their wages and other service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time viz. statutory obligations under the Contract Labour (Regulation & Abolition) Act, 1970; Minimum Wages Act 1948; Workmen's Compensation Act 1923; EPF & MP Act 1952; ESI Act, 1948, Industrial Disputes Act, 1947, etc. The contracting agency will indemnify and keep indemnified the AIIMS Raebareli, from any claim, loss or damages that may be caused to the institute on account of the contracting agency's failure to comply with their obligations under various laws towards their staff / employees employed by them.
13. The tender should be signed by the tenderer himself / themselves or his / their authorized agent / representative (Authorization to be enclosed wherever applicable).
14. **The tenderers are advised to visit and inspect the Shop premise before submitting the Bid as after awarding the premise to the successful bidder AIIMS Raebareli will not bear any cost of modification or any other cost. The licensee must take approval of Executive Director of AIIMS Raebareli for any modification in the premise.**
15. Payment of all taxes and compliance of all the laws, rule, regulations, orders, etc. will be the sole responsibility of the licensee. In case of non-adherence of any provisions mentioned in this Para, licensee will be fully responsible for all the consequences, arising thereof.
16. No advance payment will be given by AIIMS Raebareli. The licensee will make own arrangement of funds.
17. The licensee shall pay to the licensor monthly license fee in advance and without demand by 7th of each month. The license fee for the first month shall be paid within 15 days from the issue of letter licensing out of the said Shop. In case of failure to pay, license is liable to be withdrawn. The licensee shall pay interest @10% p.a. on license fee due from him, 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 license is liable to be cancelled and the security forfeited. Further, the licensee shall also submit eleven post-dated cheques for each month of rent as quoted by it & approved by the licensor.
18. The tenderer is at liberty to be present or to authorize a representative to be present at the time of opening of the tenders. The name & address of the representative who would be attending the opening of tenders on its behalf should be indicated in the tender document.

Please also state the name & address along with telephone number, e-mail, etc. of your permanent representative, if any.

19. The Executive Director, AIIMS Raebareli reserves the right to reject any or all tenders without assigning any reason.
20. The firm in whose case, contract has been terminated in the past due to non-satisfactory performances shall stand debarred for participation in the bidding process. In case, they submit their bids, the same are liable to be ignored.
21. Subleasing of the premises is not allowed i.e. the licensee shall not allow the use of the said premises or any part thereof by any other third party/person(s).

### **SPECIAL TERMS & CONDITIONS OF THE CONTRACT**

1. Nominated committee members as constituted by the Executive Director, AIIMS RAEBARELI shall periodically monitor quality of items sold. The licensee will have to implement all feed backs being given by such members from time to time in order to maintain the standards up to the satisfaction of the committee.
2. The Shops shall remain accessible to the patient for 24x7 in 365 days.
3. The presence of licensee or his persons shall be ensured during the said working hours; otherwise, it would be a violation of the terms and conditions calling for termination of license followed by eviction.
4. The Licensee and his/her staff should be polite and well behaved with the faculty/employees/patients. If it is found contrary, then the institute shall have right to ask for its / their replacement without giving any reasons thereof and the agency shall on receipt of a written communication in this regard will have to replace such persons immediately.
5. The licensee should employ in his service only such persons whose antecedents have been verified by the police and have also been medically examined at his own cost and to the satisfaction of the Institute. He / she shall not employ any child labour. The licensee shall arrange police verification of all his staff and issue identity cards bearing photograph.
6. On expiry of the contract period or on termination of the contract by AIIMS Raebareli on account of any breach on the part of the licensee, the licensee shall deliver the possession of the scheduled space in good condition and in peaceful manner along with furniture, fittings, equipment's and installations, if any, provided by AIIMS Raebareli. Further, licensee shall remove his / their goods and other materials from the Schedule space immediately, failing which AIIMS Raebareli reserves its right to remove such goods / materials at the cost and risk of the licensee and demand payment for such removal. If such payment is not made within 15 days, AIIMS Raebareli shall be at liberty to dispose of the goods / materials of the licensee by public auction to recover the cost. The licensee shall not be entitled to raise any objection in such an eventuality.
7. Maintenance of discipline and decorum in AIIMS Raebareli Campus by the licensee and his staff will be the sole responsibility of the licensee.
8. Any person deployed by the licensee will be employees of the licensee; the AIIMS Raebareli will not have any concern or relation with them either directly or indirectly. The contracting agency shall indemnify the AIIMS Raebareli, against any claim that the institute may have to meet in respect of the contracting agency's workmen / employees on account of any accident or for any reason whatsoever.
9. Due to any strike or lockout or for any reason, if the licensee is unable to function or his business is affected, the AIIMS Raebareli shall not be liable for any loss, which the licensee may suffer in such an event.
10. The Licensee shall fulfil and diligently comply with all the directions in general or special orders given by the AIIMS Raebareli from time to time and all such orders will comprise part of the agreement.
11. The Licensee shall not do anything in or outside the premises which may be a source of nuisance or annoyance to the neighbors or to the passer-by.

12. All items are to be stored in clean and hygienic and safe place free from pests.
13. The licensee has to deposit eleven months post-dated cheques of eleven month's rental each within fifteen days of award of contract.
14. A complaint book to record complaints, and this book shall be open to inspection by persons duly authorized by the institute. The licensee shall inform the AIIMS Raebareilly administration of the action taken by him in respect of complaints recorded in the book and carry out such directions as may be given to him / her from time to time



## **AGREEMENT**

**(To be signed on a Rs. 100/- Non Judicial Stamp Paper)**

This agreement is made at Raebareli on this \_\_\_\_\_ day of \_\_\_\_\_, Two thousand and \_\_\_\_\_ between the ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS RAEBARELI) and having its office at Munshiganj, Dalmau Road Raebareli -229904 (hereinafter referred to as "THE INSTITUTE" which expression shall mean and include its successors and assigns) on the one part and M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_, hereinafter referred to as the "Licensee" which expression shall mean and include all the partners of the firm for the time being, their survivors or survivor, their respective legal heirs, executors and administrators, on the other part.

WHEREAS The Institute is desirous of engaging an independent Licensee for Letting out Shop and, in response to the requirement as notified, the Licensee has been selected for the assignment. Now after explaining the scope of job to be executed, the Licensee hereby agrees with the client to render service in conformity to the provisions of this agreement and it is hereby agreed by and between the parties:

1. Initially license will be granted for 11 months and can be renewed further on each occasion with an increase of 10% for 11 months provided the service of the licensee is found to be satisfactory.
2. The licensee has to deposit eleven months post-dated cheques of one month's rental each within fifteen days of award of contract
3. That the Shop is given on license basis over which the licensee shall have the title or right in the Shop whatsoever except till such time as required by the AIIMS Raebareli and the licensee undertakes to remove all his effects from the said Shop on the expiry of agreement or on the revocation of the license and the AIIMS Raebareli will have the right to enter into the Shop without any resistance from the licensee and in such event the licensee shall pay up to date water charges, electricity bills, license fees, etc. and will obtain NO DUE CERTIFICATE from Executive Director, AIIMS Raebareli.
4. The licensee shall pay to the licensor monthly license fee in advance and without demand by 7th of each month. The license fee for the first month shall be paid within 15 days from the issue of letter of licensing out of the said Shop. In case of failure to pay, license is liable to be withdrawn. The licensee shall pay interest @10% p.a. on license fee due from him, 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 license is liable to be cancelled and the security for feited.
5. That the licensee will have no right to cause any alteration, additions and structural changes in the premises without the prior written consent of licensor.



6. The overall control and supervision of the said premises shall remain vested to the Executive Director, AIIMS Raebareli or whose authorized officer at all reasonable hours shall be entitled to enter and inspect the said premises with respect to bona fide use and in connection with fulfilment of the other terms and conditions of the license.
7. The licensee shall use the aforesaid premises exclusively for the purpose of benefit of the residents of the AIIMS Raebareli Uttar Pradesh and shall not use the same for any other purposes without the written permission of the Executive Director, AIIMS Raebareli. No saleable commodity etc. shall be kept in verandah which shall exclusively be used as passage.
8. (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 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 from time to time as & when required.**  
  
(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 Executive Director.
9. That the licensee while (time of the business) in the aforesaid premises will also not be entitled to take any person in partnership or to enter any type of agreement without the written permission of Executive Director AIIMS Raebareli.
10. Subleasing of the premises is not allowed i.e. the licensee shall not allow the use of the said premises or any part thereof by any other third party/person(s).
11. The license for running business made in favour of the licensee will be purely temporary one which is revocable at any time without assigning any reason; and in the event of revocation of the license on account of breach of any of the terms and conditions of the license; the licensee shall be bound to quit the premises within ten days of the notice of revocation of his license by the Executive Director, AIIMS Raebareli and shall not claim any compensation for any loss resulting thereof.
12. Failure to occupy the premises within 15 days of issue of acceptance may result in forfeiture of earnest money and cancellation of license. In case the licensee, after acceptance of letter of licensee the premises, fails to furnish all the required documents and/or take possession of the said premises within 15 days from the date of issue of letter of license, he shall be

charged license fee at the rates quoted by him from such date up to the period / date, alternative arrangements for running the said premises are made by the Institute.

13. For the purpose of trade, the licensee at his own cost shall ensure display of rates and discount to be charged by him from the customers and other relevant terms and conditions.
14. In case the licensee withdraws his contract on his own, three months prior notice or three months license fee has to be deposited in advance otherwise the security deposit will be forfeited.
15. The premises shall remain accessible to the authorized residents of the AIIMS Raebareli in general without any interference and the obstruction by the licensee. The presence of licensee or his persons shall be ensured during the said working hours; otherwise it would be a violation of the terms and conditions calling for termination of license followed by eviction.
16. No obnoxious trade like Bidi, Cigarette, Pan Masala, Alcohol any contraband drugs etc., shall be carried/stocked/sold at the premises, violation if found shall lead to automatic cancellation of license imposing penalty and suitable legal action. The licensee shall ensure 'NO SMOKING' inside the premises. Further no prohibited activities shall be carried out in premises.
17. The licensee shall not employ any child labour(s) in contravention of the LABOUR EMPLOYMENT ACT, 1970.
18. The licensee shall fulfilled diligently comply with all the directions in general or special orders given by the AIIMS Raebareli or any authorized officer of the Institute from time to time.
19. That on the expiry of the period of the license or in the event of revocation of the license under the terms and conditions or non-utilization of the premises for a period of 30 days or in the event of the notice for termination, the AIIMS Raebareli will be entitled to re-enter upon the premises and assume exclusive charge thereof and deal in such manner as it deem fit.
20. In the event of breach of any of the said terms and conditions of the license, the Executive Director, AIIMS RAEBARELI shall be entitled to forfeit the whole or part of the security deposited by the licensee besides terminating the license and the licensee shall handover the possession of the premises to the Executive Director, AIIMS Raebareli without any resistance and obstructions. In additions, the AIIMS Raebareli may recover damages @ twicethe license fee paid by the licensee for the period of misuse /overstayed.
21. The licensee shall observe or obey all rules and regulations framed and are in force by the Municipal Corporation / State Government / Civil Supplies and Food Department of Uttar Pradesh or any other authority for running of the business in the locality and shall obtain

necessary permission from Municipal Corporation / State Government as required at his own expense and cost. In this regard, AIIMS Raebareli will not pay any amount and shall not be responsible for obtaining such license or permission to run the business.

22. The licensee shall pay all cost for damages and expenses in regard to any damages caused to the premises structurally or otherwise by the licensee and in this regard the decision of Executive Director, AIIMS Raebareli shall be final and the AIIMS Raebareli is entitled to deduct such amount from the security deposited by the licensee with the AIIMS Raebareli.
23. The licensee will discharge all the legal obligations of its employees in respect of their wages and other service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time viz. statutory obligations under the Contract Labour (Regulation & Abolition) Act, 1970; Minimum Wages Act 1948; Workmen's Compensation Act 1923; EPF & MP Act 1952; ESI Act, 1948, Industrial Disputes Act, 1947, etc. The contracting agency will indemnify and keep indemnified the AIIMS Raebareli, from any claim, loss or damages that may be caused to the institute on account of the contracting agency's failure to comply with their obligations under various laws towards their staff/employees employed by them.
24. Any person deployed by the licensee will be employees of the licensee; the AIIMS Raebareli will not have any concern or relation with them either directly or indirectly. The contracting agency shall identify the AIIMS Raebareli, against any claim that the institute may have to meet in respect of the contracting agency's workmen / employees on account of any accident or for any reason whatsoever.

### **Arbitration**

- (a) All disputes and differences of whatsoever nature, whether existing or which shall at any time arise between the parties here to touching or concerning the agreement, meaning, operation or effect thereof or to the rights and liabilities of the parties or arising out of or in relation there to whether during or after completion of the contract or whether before or after determination, foreclosure, termination or breach of the agreement shall, after written notice by either party to the Competent Authority be referred for adjudication to the Sole Arbitrator to be appointed as here in after provided.
- (b) The Executive Director, AIIMS Raebareli shall either himself act as the Sole Arbitrator or nominate some serving / retired officer of the AIIMS Raebareli or any other Government Company, retired officer of the Central Government not below the rank of a Deputy Secretary, to act as the Sole Arbitrator to adjudicate the disputes and differences between the parties. The licensee / vendor shall not be entitled to raise any objection to the appointment of such person as the Sole Arbitrator on the ground that the said person is / was an officer, another Govt. Company or the Central Government or that he / she has to deal or had dealt with the matter to which the contract relates or that in the course of his / her duties, he / she has / had expressed views on all or any of the matters in dispute or difference.
- (c) In the event of the Arbitrator to whom the matter is referred to, does not accept the appointment, or is unable or unwilling to act or resigns or vacates his office for any reasons

whatsoever, the Competent Authority aforesaid, shall nominate another person as aforesaid, to act as the Sole Arbitrator.

- (d) Such another person nominated as the Sole Arbitrator shall be entitled to proceed with the arbitration from the stage at which it was left by his predecessor. It is expressly agreed between the parties that no person other than the Executive Director, AIIMS Raebareli or a person nominated by him as aforesaid, shall act as an Arbitrator. The failure on the part of the Competent Authority to make an appointment on time shall only give rise to a right to a Licensee to get such an appointment made and not to have any other person appointed as the Sole Arbitrator.
  - (e) The Award of the Sole Arbitrator shall be final and binding on the parties to the Agreement.
  - (f) The work under the Contract shall, however, continue during the Arbitration proceedings and no payment due or payable to the concerned party shall be withheld (except to the extent disputed) on account of initiation, commencement or pendency of such proceedings.
  - (g) The Arbitrator may give a composite or separate Award(s) in respect of each dispute or difference referred to him and may also make interim award(s) if necessary.
  - (h) The fees of the Arbitrator and expenses of arbitration, if any, shall be borne equally by the parties unless the Sole Arbitrator otherwise directs in his award with reasons. The Award of the Sole Arbitrator shall be final and binding on both the parties.
  - (i) Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder, shall apply to the Arbitration proceedings under this Clause.
  - (j) The Contract shall be governed by and constructed according to the laws in force in India. The parties hereby submit to the exclusive jurisdiction of the Courts situated at Raebareli for all purposes. The Arbitration shall be held at AIIMS Raebareli and conducted in English language.
25. The Competent Authority is the Functional Executive Director (be it regular, officiating or acting) of the AIIMS Raebareli. The Licensee shall not transfer or assign or share benefit of this agreement without the consent in writing of the Institute.
26. The terms and conditions as stipulated in the tender documents and closed herewith, shall be part of the agreement.
27. There will be surprise checking by an authorized Officer / Committee. shortcomings, if any, pointed out by it shall be attended by the licensee within 24 hours of its bringing to its notice failing which penalty @ Rs. 500/- shall be levied per case per day.
28. The following documents shall be deemed to form part of this agreement:
- (a) Undertaking submitted by the licensee.
  - (b) The letter of intent bearing No. .... Dated .....
  - (c) Terms and conditions of the bidding document.

**(d)** Annexure-D duly signed.

The decision of the Competent Authority of the Institute shall be final and binding on the licensee / agency in respect of any clause covered under the contract and any matter incidental to the contract.

IN WITNESS whereof the parties have executed those present on the day, month and year as mentioned above.

**(Name & Address of the firm)**

**Witnesses with name & addresses:**

**(For the Institute)**

**Witnesses with name & addresses:**