

From

The Dean
College of Veterinary Science,
Guru Angad Dev Veterinary & Animal Science University
Rampura Phul

To

The Advertising Manager
The Tribune Trust
Chandigarh

Memo No.: COUS/RP/2024/6012
Date: 1/1/2024

Subject: Publication- Award of Contract for Drug Store at College of Veterinary Science, Rampura Phul.

Please publish the following publication as Box Advertisement in "Tribune (English)" and "Tribune (Punjabi)" as per the following on date 03.01.2024 and send the bill to the undersigned in favour of "Dean, College of Veterinary Science, Rampura Phul (GST No. 03AAAAG4956C1Z5)".

College of Veterinary Science, Rampura Phul
CONTRACT FOR DRUG STORE

Sealed Quotations are invited for Drug Store in Veterinary Clinical Complex, Rampura Phul by 22-01-2024. For detail Terms and conditions, see website www.gadvasu.in

-sd-
Dean



Dean
College of Veterinary Science,
Rampura Phul

CC: 1. All Deans/Directors/Officers and Head of Departments
2. Librarian for displaying on website (Encl. Page-10)
3. PA to Vice-Chancellor
4. Notice Boards

COLLEGE OF VETERINARY SCIENCE, RAMPURA PHUL
GURU ANGAD DEV VETERINARY & ANIMAL SCIENCES UNIVERSITY
TENDER NOTICE

Sealed quotations are invited on plain paper for running a drug store on contract initially for a period of 11 months in the Veterinary Clinical Complex, College of Veterinary Sciences, Rampura Phul for selling veterinary medicines and related items etc. the location of the store can be inspected on all working days from 10.00 AM to 04.00 PM. Quotations shall be submitted by 22-01-2024 (upto 10:00am) in the office of the undersigned. The quotations will be opened on 22-01-2024 (at 12:30pm) in the office of Dean, COVS, Rampura Phul.


The quotations must fulfil following conditions:

1. The bid should be accompanied by the Demand Draft of Rs. 10,000/- on account of earnest money in favour of **“Dean, College of Veterinary Science, Rampura Phul”** payable at **Rampura Phul**. This earnest money will be returned to the bidders except for the three highest bidders whose earnest money will be retained till the finalisation of the contract. The quotation should be valid for a period of at least 90 days.
2. The tender should also be accompanied by an attested copy of license of the applicant to run the Drug store issued by Drug Authority, Punjab.
3. The successful bidder will have to deposit refundable security equal to six months license fee before taking possession and furnish a bond on non-judicial stamped paper for Rs. 100/- within three working days failing which the bid will be granted to the next bidder.
4. The tender committee reserves the right to reject any bid without assigning any reason.
5. Bid shall be quoted in figures as well as words.
6. If the day of opening of tender is declared as public holiday then the tenders shall be opened on next working day at the same time and venue.
7. Conditional/telegraphic/incomplete/ambiguous tenders shall not be accepted.
8. The detailed terms and conditions for allotment of drug store are enclosed (Annexure-I)
9. The bids must be sent in two different sealed envelope as per detail given below:

Sr. No.	Title of Envelope	Contents of Envelope
Envelope No. 1	“Technical Bid” for Drug Store	Details about the technical specification, licence, prescribed earnest money and agreement to the terms and conditions prescribed in the tender etc. in prescribed format on letter head of the firm participating in the tender and on plain paper in case of an individual participating in the tender. Must attach attested copy of educational qualification, registration certificate, valid ID proof and other relevant documents of the Pharmacist along with Demand Draft in original.
Envelope No. 2	“Financial Bid” for Drug Store	Quote of licence fees in prescribed format on letter head of the firm participating in the tender and on plain paper in case of an individual participating in the tender.

10. For any further enquiry, bidder can contact in the office of undersigned from 10.00 AM to 04.00 PM.
(Ph. No. 01651-291410).

442


Dean
College of Veterinary Science
Rampura Phul

2

Annexure-I

Terms and condition for allotment of drug store

1. Drug stores will be allotted by floating tender to invite applications from the interested parties. The validity of the contract under tender will be initially for 11 months extendable to a maximum period of 3 years. The minimum quoted license fee shall be Rs. 16,000/- + GST per month (equivalent to the current license fee paid by the incumbent).
2. The contract will be renewed if found satisfactory every eleven months with at least 10% annual increase in previous year's contract amount (License fee). License fee will be increased and re- fixed at the time of next extension/ renewal of agreement which will be effective from the date of renewal of agreement. Extension in allotment will be at the discretion of the University.
3. That the license fee will be deposited by the licensee in the first week of every month failing which the licensee will pay interest @ 12% per annum up to three months. Thereafter outstanding amount of the license fee will be recovered from the security deposit of the licensee. The University may also cancel the allotment of the drug store immediately.
4. The payment of different types of applicable taxes time to time is sole responsibility of the licensee.
5. That the allottee will deposit additional refundable security equal to six months of agreed license fee at the time of signing the deed of licenser in addition to the Earnest Money deposited by the bidder.
6. That the drug stores facility will be accepted by the licensee on as is where is basis and furnishing/repairs etc. will be arranged by the licensee at his/her own expenses. Permanent alteration/ construction in the drug store can only be made by the licensee in consultation with the Dean, COVS, Rampura Phul. On expiry of the license period or termination of the license, the licensee shall not claim any cost nor shall remove any permanent changes to the drug store executed by him.
7. The licensee will have to pay electricity charges of the drug stores as per bill issued by Dean COVS Rampura Phul.
8. On expiry of the period or termination of the license, as aforesaid, the licensee shall close its business and will have no right to carry on business at the allotted premises. The licensee will remove its goods, furniture, etc. within a week and the University shall have the undisputed right to make use of the premises in the manner and discretion of the University. In case the licensee does not remove its articles and goods, the same shall be removed by the University at the risk and cost of the Licensee and the Licensee shall have no claim whatsoever on this account against the University.
9. On expiry of the period or upon termination of the License, if the Licensee fails to vacate or remove its material from the premises, the licensee shall be treated as a trespasser and shall be under the liability to pay damages/ penalty for such period.
10. The Licensee shall not stock any inflammable or otherwise dangerous or unethical or immoral materials and goods in the space which may cause a fire or health or any other hazard to the Hospital; property, its guests, visitors, clients, faculty, staff, students, animals, animal owners/attendants, etc.
11. The Licensee shall keep the premises clean and in orderly condition, and for this purpose, the licensee shall do whatsoever is required and desired by the University.
12. The licensee shall observe and comply with all the rules and regulations of the Shops and Establishments Act, Employee State Insurance Act, 1948, Minimum Wage Act, Payment of Wages Act, Employees provident Fund and Miscellaneous Provisions Act, Workmen's Compensation Act, and any other provisions of the Law, Rules and Regulations enforced from time to time by the State/Central Government, Local authorities or any other authority applicable to the business.
13. The Licensee shall be solely responsible for any act, omission, negligence, liability, charges, etc. against its employees. The University in no way whatsoever shall have anything to do with the liability of the licensee in such respect.
14. The Licensee, the member of its staff or its representatives shall not do any act which may be derogatory to or inconsistent with the hospital's (premises of the University) high standards and reputation or cause

HL

Dean
COVS, Rampura Phul,
Bathinda

nuisance to the management of the hospital or its patients or patient attendants, animal owners, etc. At the instance of the University, the licensee shall discharge from service any employee who is charged with such misconduct or found acting in contravention of the general rules of the University.

15. The licensee should give minimum of 10% discount on MRP of drugs/items. Range of generic medicines should be available at the drug store. Licensee should provide maximum possible discount on Generic medicines.
16. The Licensee shall maintain sufficient stock of drugs, medicines, other items, etc. at all times to avoid any inconvenience to the patients, animal owners/attendants. The licensee shall also ensure that the medicines, drugs, etc. dispensed are as per prescriptions of the Doctors or prescription slips given by staff on duty. Licensee should avoid substitution of the drugs, medicines on his own. However, in case of non-availability of a drug/ medicine, the change may be done with the permission of the Doctor concerned.
17. The Licensee shall supply the drugs/medicines of standard quality. The list of drugs, approved by the University Authority, shall be provided to the Licensee. In case, it is found that any particular medicine has expired or is substandard or spurious, the Licensee will be liable to be black-listed besides initiation of any other legal action as deemed fit by the University. The University will not be liable for any spurious/substandard quality drug being sold by the licensee.
18. Licensee should have to get a site-specific valid license from the competent authority for the sale of drugs and scheduled drugs like anaesthetics/opioids, etc.
19. The Licensee shall meet all the conditions of retail drug license granted by the State Drug Controller during the entire period of this license deed with the University and any breach of such condition will amount to be breach of this license/ action for non-compliance of the rules regulations as circulated by the state drug controller or any other competent authority.
20. The quality of drugs, maintenance, hygiene and service of the drug store will be monitored by a committee constituted by the University at monthly interval and log book for the same should be maintained.
21. Licensee shall have to regularly add in his drug store regularly those medicines which would be recommended by the Heads/ Incharges of the Clinical Departments from time to time.
22. The Licensee shall maintain adequate storage facility for proper stocking of medicines, provision of adequate cold storage and maintenance of cold chain as prescribed by the manufacturers of such drugs.
23. The Licensee shall be required to adopt fair business practices by exhibiting the MRP (inclusive of all taxes), discounted amount and net payable amount in the invoice/cash memos issued to the animal owners. He/she also abide by any other instructions issued, by the University from time to time in this regard.
24. The Licensee shall have to take back any unused medicines dispensed by the drug store and refund the amount to the animal owner/attendant.
25. In the event of any complaint received from the customer or from any authority of Hospital or otherwise regarding the quality of the goods sold by the licensee, the licensee shall be entirely responsible for the same and liable for any penalty/ damages or otherwise as well as compensation to the customer/University for damaging/Tarnishing its repute or any other liability in this regard.
26. The University at its own volition or on receipt of a complaint can cause inspection of the Drug Store through a committee constituted by it for inspection and monitoring the functioning of the Drug Store. The said inspection procedure may include referring of some or all of the medicine samples to the testing agency/ institute recognized by the State or Central Drug control Authorities.
27. The Licensee shall use a computer software for maintaining *interalia*, the daily sale record of Drug store and shall provide printed bill mentioning name of medicine, batch no., date of expiry, MRP of item, discount offered, etc. on the bill. The Licensee will provide the bill to all animal owners/ attendants for any medicine dispensed.

44L



Dean
COVS, Rampura Phul,
Bathinda

28. The Licensee, in connection with running the Drug Store in the Licensed premises, will only appoint such persons e.g. Pharmacists, having (i) educational/professional qualifications, experience prescribed under Drug and Cosmetics Act and the Rules made under, (ii) good moral character and (iii) well behaved.
29. The timing of the drug store will be from 9am to 6pm from Monday to Saturday, 9 am to 2 pm on Sunday and "On call" any other time of the day as per requirement.
30. The Licensee will not permit the use of the Drug Store premise for any other purpose other than the purpose of this license or in any other way whatsoever. The licensee shall not sublet the premises of the Drug Store to any individual/party/organization/company. The licensee alone and none else will be permitted to carry on business in the said premises. Any such act by the Licensee shall be considered violation of agreement and the University shall have the right to terminate the license. In such circumstances, the licensee will have to settle all the outstanding dues and hand over the vacant and peaceful possession of the premises within 7 days on receipt of such communication from the University.
31. In the event of licensee being prohibited from selling one or more articles in the premise because of Government Law/ Rules/Regulations/orders, or in case of any Strike, the University shall not be liable for any loss suffered by the licensee. Further, in such an event, the licensee shall not be entitled to any reduction in the license fee payable to the University.
32. Notwithstanding any other provisions contained in this Deed, in the eventuality of any loss/ damage caused on use of medicine, drug, etc. sold by Licensee, the liability of the Licensee would be unlimited and will be subject to determination by appropriate authority or body. The University shall not be liable for the same in any manner, whatsoever.
33. The licensee will have no right to contest if any product/ medicine/ package is provided by the University for the treatment of animals.
34. The licensee shall display prominently the license issued by the Controller of Drugs in the Drug store.
35. The licensee shall be responsible for any Bio-Medical/other waste generated by the Drug Store and shall be responsible for disposal of the same as per Govt. rules and Regulations.
36. In case negotiation is necessary with regard to the clarification of the terms and condition of the license or modification thereof, the University will not entertain any association of the traders and such negotiations should be sought by the licensee alone and no collective representation shall be entertained.
37. In case of any breach of the terms and conditions signed in the Deed of the License, the University shall give 15 days' notice to the Licensee to rectify the breach, after which the appropriate action for cancellation of license may be initiated. In case the licensee fails to perform or commits breach of any of the obligations under the deed, the University shall without prejudice to any other remedy for breach of contract, by written notice of default sent to the licensee may terminate the Deed in whole or in part.
38. In case the licensee wants to terminate the contract, the licensee will have to give two months' notice in advance to the University. If the University wants to terminate the contract it will have to give two months' notice to licensee. If the licensee vacates the premises without any notice, the security amount deposited by him will be forfeited.
39. The license deed can be terminated by mutual consent of the parties, if either of the parties by giving one-month prior notice in writing mentioning the reasons, come to the conclusion that it is not in their interest to run the said Drug store under this licensing arrangement.
40. That the licensee shall comply with all the rules and regulations of the University as adopted and made applicable from time to time.
41. In case of any misconduct on the part of the licensee, the agreement will be terminated without assigning any reason and without any notice.
42. Recovery of credit, if any, will be sole responsibility of the Licensee.

HL


Dean
COVS, Rampura Phul,
Bathinda
A

43. Any other term/ condition imposed by the University regarding allotment/termination/enhancement of the contract will be equally applicable to the licensee.
44. The "Force Majeure" means an event beyond the control of the Licensee and not involving the Licensee's fault or negligence and foreseeable. Such event may include, but are not limited to, war or revolution, fire, floods, quarantine restrictions and freight embargoes. If a Majeure situation arises, the licensee shall promptly notify the University in writing of such condition and the cause thereof. Unless otherwise directed by the University, in writing, the licensee shall continue to perform its obligations under the License deed as far as is reasonably practical and shall seek all reasonable alternative means for performance of obligations not prevented by the Force Majeure event.
45. All questions, disputes and differences arising under and out of, or in connection with the License deed, shall be referred to the sole arbitration appointed under the provisions of the Arbitration and Conciliation Act, 1996 by the Vice- Chancellor, GADVASU, Ludhiana whose decision shall be final and binding on both the parties. The venue for the arbitration shall be Ludhiana.
46. All disputes shall be subjected to the jurisdiction of the Courts at Ludhiana.

HL



Dean
College of Veterinary Science
Rampura Phul

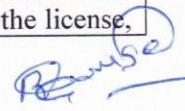
DL

Technical Bid for Drug Store

{on Firm's letter head or plain paper (in case of individual)}

1.	Name of the Firm/Individual with complete address	
2.	Demand draft of Rs. 10,000/- (Rupees Ten Thousand only) in original payable at Rampura Phul on account of earnest money in favour of Dean, College of Veterinary Science, Rampura Phul	Rs. 10,000/- (Rupees Ten Thousand only) in original DD No. _____ dated _____ of bank _____
3.	Attested copy of valid license/documents of the applicant to run the Drug Store issued by competent authority	Yes/No
4.	The successful bidder will have to deposit refundable security equal to six months license fee before taking possession of the drug store and furnish a bond on non-judicial stamped paper for Rs. 100/- within three working days failing which the bid will be granted to the next highest bidder.	Accepted/Not Accepted
5.	Payment: that the license fee will be deposited by the licensee in the first week of every month in advance failing which the licensee will pay interest @ 12% per annum up to three months. Thereafter, outstanding amount of the license fee will be recovered from the security deposit of the licensee. The Vice Chancellor may also cancel the allotment of the drug store immediately.	Accepted/Not Accepted
6.	<u>Terms and condition for allotment of drug store</u> <ol style="list-style-type: none"> 1. Drug stores will be allotted by floating tender to invite applications from the interested parties. The validity of the contract under tender will be initially for 11 months extendable to a maximum period of 3 years. The minimum quoted license fee shall be Rs. 16,000/- + GST per month (equivalent to the current license fee paid by the incumbent). 2. The contract will be renewed if found satisfactory every eleven months with at least 10% annual increase in previous year's contract amount (License fee). License fee will be increased and re-fixed at the time of next extension/ renewal of agreement which will be effective from the date of renewal of agreement. Extension in allotment will be at the discretion of the University. 3. That the license fee will be deposited by the licensee in the first week of every month failing which the licensee will pay interest @ 12% per annum up to three months. Thereafter outstanding amount of the license fee will be recovered from the security deposit of the licensee. The University may also cancel the allotment of the drug store immediately. 4. The payment of different types of applicable taxes time to time is sole responsibility of the licensee. 5. That the allottee will deposit additional refundable security equal to six months of agreed license fee at the time of signing the deed of licenser in addition to the Earnest Money deposited by the bidder. 6. That the drug stores facility will be accepted by the licensee on as is where is basis and furnishing/repairs etc. will be arranged by the licensee at his/her own expenses. Permanent alteration/ construction in the drug store can only be made by the licensee in consultation with the Dean, COVS, Rampura Phul. On expiry of the license period or termination of the license. 	

AHL


 Dean
 COVS, Rampura Phul,
 Bathinda

the licensee shall not claim any cost nor shall remove any permanent changes to the drug store executed by him.

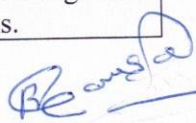
7. The licensee will have to pay electricity charges of the drug stores as per bill issued by Dean COVS Rampura Phul.
8. On expiry of the period or termination of the license, as aforesaid, the licensee shall close its business and will have no right to carry on business at the allotted premises. The licensee will remove its goods, furniture, etc. within a week and the University shall have the undisputed right to make use of the premises in the manner and discretion of the University. In case the licensee does not remove its articles and goods, the same shall be removed by the University at the risk and cost of the Licensee and the Licensee shall have no claim whatsoever on this account against the University.
9. On expiry of the period or upon termination of the License, if the Licensee fails to vacate or remove its material from the premises, the licensee shall be treated as a trespasser and shall be under the liability to pay damages/ penalty for such period.
10. The Licensee shall not stock any inflammable or otherwise dangerous or unethical or immoral materials and goods in the space which may cause a fire or health or any other hazard to the Hospital; property, its guests, visitors, clients, faculty, staff, students, animals, animal owners/attendants, etc.
11. The Licensee shall keep the premises clean and in orderly condition, and for this purpose, the licensee shall do whatsoever is required and desired by the University.
12. The licensee shall observe and comply with all the rules and regulations of the Shops and Establishments Act, Employee State Insurance Act, 1948, Minimum Wage Act, Payment of Wages Act, Employees provident Fund and Miscellaneous Provisions Act, Workmen's Compensation Act, and any other provisions of the Law, Rules and Regulations enforced from time to time by the State/Central Government, Local authorities or any other authority applicable to the business.
13. The Licensee shall be solely responsible for any act, omission, negligence, liability, charges, etc. against its employees. The University in no way whatsoever shall have anything to do with the liability of the licensee in such respect.
14. The Licensee, the member of its staff or its representatives shall not do any act which may be derogatory to or inconsistent with the hospital's (premises of the University) high standards and reputation or cause nuisance to the management of the hospital or its patients or patient attendants, animal owners, etc. At the instance of the University, the licensee shall discharge from service any employee who is charged with such misconduct or found acting in contravention of the general rules of the University.
15. The licensee should give minimum of 10% discount on MRP of drugs/items. Range of generic medicines should be available at the drug store. Licensee should provide maximum possible discount on Generic medicines.
16. The Licensee shall maintain sufficient stock of drugs, medicines, other items, etc. at all times to avoid any inconvenience to the patients, animal owners/attendants. The licensee shall also ensure that the medicines, drugs, etc. dispensed are as per prescriptions of the Doctors or prescription slips given by staff on duty. Licensee should avoid substitution of the drugs, medicines on his own. However, in case of non-availability of a drug/ medicine, the change may be done with the permission of the Doctor concerned.
17. The Licensee shall supply the drugs/medicines of standard quality. The list of drugs, approved by the University Authority, shall be provided to the Licensee. In case, it is found that any particular medicine has expired or is substandard or spurious, the Licensee will be liable to be black-listed besides initiation of any other legal action as deemed fit by the University. The University will not be liable for any spurious/substandard quality drug being sold by the licensee.
18. Licensee should have to get a site-specific valid license from the competent authority for the sale of drugs and scheduled drugs like anaesthetics/opioids, etc.
19. The Licensee shall meet all the conditions of retail drug license granted by the State Drug Controller during the entire period of this license deed with the University and any breach of such condition will amount to be breach of this license/ action for non-compliance of the rules regulations as circulated by the state drug controller or any other competent authority.

HL

Dean
COVS, Rampura Phul,
Bathinda

20. The quality of drugs, maintenance, hygiene and service of the drug store will be monitored by a committee constituted by the University at monthly interval and log book for the same should be maintained.
21. Licensee shall have to regularly add in his drug store regularly those medicines which would be recommended by the Heads/ Incharges of the Clinical Departments from time to time.
22. The Licensee shall maintain adequate storage facility for proper stocking of medicines, provision of adequate cold storage and maintenance of cold chain as prescribed by the manufacturers of such drugs.
23. The Licensee shall be required to adopt fair business practices by exhibiting the MRP (inclusive of all taxes), discounted amount and net payable amount in the invoice/cash memos issued to the animal owners. He/she also abide by any other instructions issued, by the University from time to time in this regard.
24. The Licensee shall have to take back any unused medicines dispensed by the drug store and refund the amount to the animal owner/attendant.
25. In the event of any complaint received from the customer or from any authority of Hospital or otherwise regarding the quality of the goods sold by the licensee, the licensee shall be entirely responsible for the same and liable for any penalty/ damages or otherwise as well as compensation to the customer/University for damaging/Tarnishing its reputé or any other liability in this regard.
26. The University at its own volition or on receipt of a complaint can cause inspection of the Drug Store through a committee constituted by it for inspection and monitoring the functioning of the Drug Store. The said inspection procedure may include referring of some or all of the medicine samples to the testing agency/ institute recognized by the State or Central Drug control Authorities.
27. The Licensee shall use a computer software for maintaining *interalia*, the daily sale record of Drug store and shall provide printed bill mentioning name of medicine, batch no., date of expiry, MRP of item, discount offered, etc. on the bill. The Licensee will provide the bill to all animal owners/ attendants for any medicine dispensed.
28. The Licensee, in connection with running the Drug Store in the Licensed premises, will only appoint such persons e.g. Pharmacists, having (i) educational/professional qualifications, experience prescribed under Drug and Cosmetics Act and the Rules made under, (ii) good moral character and (iii) well behaved.
29. The timing of the drug store will be from 9am to 6pm from Monday to Saturday, 9 am to 2 pm on Sunday and "On call" any other time of the day as per requirement.
30. The Licensee will not permit the use of the Drug Store premise for any other purpose other than the purpose of this license or in any other way whatsoever. The licensee shall not sublet the premises of the Drug Store to any individual/party/organization/company. The licensee alone and none else will be permitted to carry on business in the said premises. Any such act by the Licensee shall be considered violation of agreement and the University shall have the right to terminate the license. In such circumstances, the licensee will have to settle all the outstanding dues and hand over the vacant and peaceful possession of the premises within 7 days on receipt of such communication from the University.
31. In the event of licensee being prohibited from selling one or more articles in the premise because of Government Law/ Rules/Regulations/orders, or in case of any Strike, the University shall not be liable for any loss suffered by the licensee. Further, in such an event, the licensee shall not be entitled to any reduction in the license fee payable to the University.
32. Notwithstanding any other provisions contained in this Deed, in the eventuality of any loss/ damage caused on use of medicine, drug, etc. sold by Licensee, the liability of the Licensee would be unlimited and will be subject to determination by appropriate authority or body. The University shall not be liable for the same in any manner, whatsoever.
33. The licensee will have no right to contest if any product/ medicine/ package is provided by the University for the treatment of animals.
34. The licensee shall display prominently the license issued by the Controller of Drugs in the Drug store.
35. The licensee shall be responsible for any Bio-Medical/other waste generated by the Drug Store and shall be responsible for disposal of the same as per Govt. rules and Regulations.

HL


Dean
COVS, Rampura Phul,
Bathinda

36. In case negotiation is necessary with regard to the clarification of the terms and condition of the license or modification thereof, the University will not entertain any association of the traders and such negotiations should be sought by the licensee alone and no collective representation shall be entertained.
37. In case of any breach of the terms and conditions signed in the Deed of the License, the University shall give 15 days' notice to the Licensee to rectify the breach, after which the appropriate action for cancellation of license may be initiated. In case the licensee fails to perform or commits breach of any of the obligations under the deed, the University shall without prejudice to any other remedy for breach of contract, by written notice of default sent to the licensee may terminate the Deed in whole or in part.
38. In case the licensee wants to terminate the contract, the licensee will have to give two months' notice in advance to the University. If the University wants to terminate the contract it will have to give two months' notice to licensee. If the licensee vacates the premises without any notice, the security amount deposited by him will be forfeited.
39. The license deed can be terminated by mutual consent of the parties, if either of the parties by giving one-month prior notice in writing mentioning the reasons, come to the conclusion that it is not in their interest to run the said Drug store under this licensing arrangement.
40. That the licensee shall comply with all the rules and regulations of the University as adopted and made applicable from time to time.
41. In case of any misconduct on the part of the licensee, the agreement will be terminated without assigning any reason and without any notice.
42. Recovery of credit, if any, will be sole responsibility of the Licensee.
43. Any other term/ condition imposed by the University regarding allotment/termination/enhancement of the contract will be equally applicable to the licensee.
44. The "Force Majeure" means an event beyond the control of the Licensee and not involving the Licensee's fault or negligence and foreseeable. Such event may include, but are not limited to, war or revolution, fire, floods, quarantine restrictions and freight embargoes. If a Majeure situation arises, the licensee shall promptly notify the University in writing of such condition and the cause thereof. Unless otherwise directed by the University, in writing, the licensee shall continue to perform its obligations under the License deed as far as is reasonably practical and shall seek all reasonable alternative means for performance of obligations not prevented by the Force Majeure event.
45. All questions, disputes and differences arising under and out of, or in connection with the License deed, shall be referred to the sole arbitration appointed under the provisions of the Arbitration and Conciliation Act, 1996 by the Vice- Chancellor, GADVASU, Ludhiana whose decision shall be final and binding on both the parties. The venue for the arbitration shall be Ludhiana.
46. All disputes shall be subjected to the jurisdiction of the Courts at Ludhiana.

I hereby accept all the above terms and condition and declare solemnly that all the information provided above is true to my knowledge.

Signature of Individual/
Authorized person of
Firm with Rubber Stamp

HL


Dean
COVS, Rampura Phul,
Bathinda


Financial Bid for Drug Store

{on Firm's letter head or plain paper (in case of individual)}

1.	Name of the Firm/Individual with complete address	
2.	Details of the Demand draft of Rs. 10,000/- (Rupees Ten Thousand only) attached with Technical Bid.	Rs. 10,000/- (Rupees Ten Thousand only) DD No. _____ dated _____ _____ of bank _____
3.	License Fee Quoted:	Rate in Rupees Excluding any taxes: Rs. Rs. in words:

Declaration

1. That I/We will deposit an additional refundable security equal to six months of license fee for the drug store within 15 days of receipt of allotment letter.
2. That the License fee will be deposited by me in the first week of every month in advance failing which the licensee will pay interest @ 12% per annum up to three months. Thereafter, outstanding amount of the license fee will be recovered from the security deposit of the licensee. The Vice Chancellor may also cancel the allotment of the drug store immediately.

I hereby accept all the above terms and conditions and declare solemnly that all the information provided above is true to my knowledge.

HL

Signature of Individual/
Authorized person of
Firm with Rubber Stamp

Dean
COVS, Rampura Phul,
Bathinda