

MUNICIPAL CORPORATION, CHANDIGARH**EXPRESSION OF INTEREST****FOR FOOD STREET SECTOR-48, CHANDIGARH**

Expression of interest in sealed cover is invited for lease out of 02 units of Food Street, Sector 48, Chandigarh on monthly license basis for a period of 03 years extendable upto maximum 05 years. 1st unit comprises kiosk No.1&2 and 3rd unit comprises kiosk No. 5&6. The detailed terms & conditions and bidding performa for lease out for Food Street can be downloaded from the office website www.mcchandigarh.gov.in.

The minimum reserved license fee for one unit is Rs.20,000/- per month. The interested party may apply with earnest money deposit (EMD) of Rs.50,000/- in shape of demand draft in favour of Commissioner, Municipal Corporation from any schedule bank at Chandigarh alongwith bidding performa with rates duly signed, which shall be received in the Estate Branch, Room No.215, 2nd floor, New Deluxe Building, Sector 17, Chandigarh as per following schedule. Please see M.C.C website regularly for any updation.

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| 1. | Opening of Expression of Interest | 08.02.2017 at 09.00 a.m. |
| 2. | Closing date of Expression of interest | 28.02.2017 at 05.00 p.m. |

Joint Commissioner-I,
Municipal Corporation,
Chandigarh

BIDDING PERFORMA

Bidding performa for expression of interest for lease out of 02 units comprising 6 Nos. kiosks at Food Street, Sector 48, Chandigarh.

S.No.	Unit	Minimum Reserve license fee	Bid rate per unit per month exclusive of all taxes, levies & any other additional charge
1.	1 st unit comprises kiosk No.1&2	Rs. 20,000/- per month	
2.	3 rd unit comprises kiosk No. 5&6	Rs. 20,000/- per month	

Date

Signature of authorized signatory

Seal of organization

TERMS AND CONDITIONS FOR FOOD STREET, SECTOR-48, CHANDIGARH.

1. Provision for governing Licence Deed

The Licence 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. Earnest Money Deposit

The application must be accompanied with earnest money amounting to Rs.50,000/- in the shape of Demand Draft drawn in favour of Commissioner, Municipal Corporation, Chandigarh from any scheduled Bank located at Chandigarh. The EMD of successful bidder shall be converted into security deposit, which shall be released on expiry/termination of license on production of NDC from respective departments subject to clearance of outstanding dues. The EMD of the unsuccessful bidder without any interest shall be refunded within 7 days of the finalization of allotment/licensing.

3. Registration of the License Deed.

The licensee shall get the license deed registered with the Sub Registrar U.T. Chandigarh. A certified copy of the said deed shall be submitted to the licensee within one month from the dated of its registration. The stamp duty on this instrument and the cost of the registration (if necessary) shall be borne by the licensee.

4. Method of Licensing

The Food Street shall be divided into 3 units i.e. 1st unit comprise of kiosk No.1 & 2, 2nd unit comprise of kiosk No.3 & 4 and the 3rd unit comprise of kiosk No.5 & 6.

The units shall be given on license fee basis through Expression of Interest quoting highest bid subject to minimum of Rs.20,000/- per month. The bids shall be quoted for each unit separately. The expression of interest shall be submitted separately for unit 1st, 2nd & 3rd. The expression of interest in sealed envelope shall be submitted by clearly mentioning the unit for which it is submitted.

5. Timings for doing business

The business of selling the permissible food items in the Kiosks shall be allowed from 7.00 AM to 10.00 P.M only.

6. Usage of Kiosk/Products to be sold

The kiosk shall be allowed to be used for preparation and sale of food stuffs, snacks, such as Indian, Chinese, Continental, South Indian, fast food, juices, cold drinks etc. The trade of items other than eatable shall not be allowed.

7. Minimum reserved amount of the License fees for the 1st year

The minimum reserved amount of license fees of the unit for the 1st year will be Rs.20,000/- (Rupees Twenty thousand only) per month but the bidder quoted highest bid for a particular unit shall be allotted two kiosks adjoining each other.

8. Period of Licence Deed:

- (i) The Licence Deed shall be initially for period of three (3) year which can be extended upto maximum period of five (5) years with the approval of House subject to the compliance of all the terms & conditions & timely payment of licensee fee as well as other taxes.
- (ii) The extension will be subject to satisfactory performance of the services on year to year basis and increase of 10% of last payable licence fee.
- (iii) The surrender of the site within 3 months from taking over the possession shall not be permissible. Thereafter, the licensee shall have to give 3 months notice in an advance for vacation, failing which the license fee for the period which fall short of 3 months shall be adjusted / recoverable from advance license fees

9. Manner of payment of License Fee:

The Licencee shall deposit amount equal to six months determined license fee plus service tax as advance licence fee in the shape of DD/Banker's Cheque in favour of the Commissioner, Municipal Corporation Chandigarh within 07 days from the date of issue of allotment letter. The licence fee of first 3 months shall be adjusted for the first quarter out of 6 months advance licencee fee and thereafter, on commencement of 04th month the licencee shall pay monthly licence fee as determined without demand latest by 7th of each month failing which licensee shall be liable to penalty @ Rs.200/- per day for the delayed period. The balance 3 months advance licence fee shall be kept as advance against licence fee which shall be adjusted against last quarter of the licence fee payable for the year. In case of year to year extension is granted then the same process shall be followed again for the next year provided the License Fee shall be increased by 10% on completion of each year. The increase shall be worked out on the License Fee last paid/payable

10. Possession:

The Licencee shall submit the required documents & shall take the possession of the allotted kiosk within 15 days from the date of issue of the letter of Intent, failing which License Fee will be charged from the 16th day of issue of allotment letter or the date of possession, whichever is earlier. However, competent authority may extend this period in case of any hardship or exceptional circumstances, if satisfied.

11. Payment of Taxes/Fee/Charges:-

The Licencee shall be liable to pay all such fees or taxes or charges including Service Tax as may be levied by the Municipal Corporation Chandigarh, Chandigarh Administration, Central Excise Commissionerate or any Competent Authority in respect of the premises or nature of business undertaken under law and land as enacted or amended from time to time. The Licencee shall deposit the Service Tax alongwith monthly License Fee every month at the prevailing rates.

12. Payment of Electricity/Water charges:

The Licencee shall get at its own level the electricity/water meter installed duly tested by Electricity/Water Department after taking over possession of the licensed kiosk. He shall be liable to pay all the arrears arising thereto before vacating the kiosk on the expiry/termination of the License Deed of the said Kiosk and shall submit NDC to Municipal Corporation Chandigarh.

13. Obtaining of the Licenses/permissions etc.

It shall be the responsibility of the Licencee to obtain the requisite licenses/permissions for carrying out the business of selling of the permissible food products from the Food Health Authority, Chandigarh Administration and any other department office, Institution etc. The licencee shall be solely responsible for violation or infringement of any provision of any law, rules etc. in this regard.

14. Fire safety arrangements:

The licencee would be required to make necessary fire safety arrangement in the kiosk and also to install appropriate number of fire extinguishers in consultation with the Fire Officer in whose jurisdiction the area falls to ensure safety and security of the public, self and the kiosk/property.

15. Display of the Rate list

The licencee shall display the rate list of eatables at a place, where the same is visible to all visitors.

16. Maintenance of Hygiene/ Sanitation by the Licencee:

- (i) The Licencee shall keep the kiosk and its surroundings 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 kiosk, the licensee beyond the kiosk area, a fine of Rs 500/- for first time, Rs.1000/- for the second time shall be imposed and for the third time the license may be liable to be cancelled.

- (ii) The Licencee would provide dust free, mosquito and fly free environment. The conditions, which increase the infection, shall not be allowed. The licensor reserves the right to issue directions from time to time for proper sanitation and cleanliness of the kiosk and its surrounding area. These will have to be followed by the licensee.
- (iii) No obnoxious trade like Bidi, Cigarette, Pan Masala etc. shall be carried on at the premises. The licensee shall ensure strict 'NO SMOKING' and NO consumption of Liquor in or around the kiosk.

17. Inspection of the shop:

The Commissioner Municipal Corporation Chandigarh, may, through his authorized officers/employees, at all reasonable times and in a reasonable manner, and upon any part of the said kiosk for the purposes of ascertaining that the Licencee is duly observing the conditions of this Licence Deed. The licensor shall have full right, power and authority at all times to do through his officers or officials all acts and things which may be necessary or expedient for the purpose of enforcing compliance with the terms and conditions and reservations contained and to recover from the licensee the cost of doing any such act or thing.

18. Prohibition on Subletting etc.

The licensee shall not sublet, assign or part with possession of the said Kiosk or any part thereof. The licensee shall not be entitled to execute GPA/SPA in favour of other person or enter into partnership with anyone after allotment of kiosk of license basis, which shall be construed as violation of terms & conditions.

19. 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 kiosk. The Licencee is not entitled to sub-divide the kiosk or to amalgamate it with any other kiosk. The area in front of the said kiosk shall not be encroached upon and used or allowed to be encroached upon or used for any purpose other than a public passage or sitting.

20. Prohibition on pasting any bills, advertisement etc

The licensee shall not paste any bills, advertisements, posters, notices, cutting etc. under any circumstances on the walls of the Kiosk.

21. Issuance of identity Card.

The licensee should issue identity card to all of its employees and the same should be carried in such a manner that the same is visible to all customers.

22. Police Verification

- (i) Latest Police Verification report from the concerned police authorities to the effect that there is no criminal case pending in any Court of law against the applicant/ Firm.
- (ii) The licensee will ensure that the police verification of all the persons deployed by him/her in the allotted premises have been got done.

23. Medical fitness.

The licensee should get all his employees medically examined from a qualified doctor and ensure that none of them is suffering from any dangerous or transferable disease.

24. Compensation on account of closure :

The Licencee shall not be entitled to any compensation on account of the closures of the kiosk for any period if the same becomes necessary on account of demolition of the whole or part of the demised premises in connection with the maintenance and repairs of the kiosk. The Licencee shall not, however, be liable

to pay Licence Fee from the period for which this kiosk is closed on account of the aforesaid maintenance or repairs. The Licencee shall be entitled to restoration of the kiosk as soon as necessary repairs have been completed.

25. Indemnification by the Licensee

In the event of any damage or loss is caused to the said Kiosk or any property of the licensor by the licensee or his servants or agents or any one upon the said kiosk, the licensee shall make good all such damage or loss and in that event of his failure to do so within seven days after occurrence of the such damages/ loss, the licensor may make good such loss/damage by deducting the amount from the security.

26. Termination of License Deed:

The license Deed may be terminated by the Commissioner Municipal Corporation, Chandigarh or the Licencee as the case may be, in the event of any of the following contingencies:-

- (i) In the event of the non-payment of monthly License Fee, Electricity and Water Charges by due date.

OR

- (ii) By giving one month notice in writing in advance in case the services rendered by the licensee are found to be unsatisfactory or there is breach of any condition of the License Deed or the Licencee engages in any obnoxious trade.

OR

- (iii) By giving 3 month notice in writing in advance in case the licensee wants to terminate the license deed subject to the condition that the surrender of the site within 3 months from taking over the possession shall not be permissible. Thereafter, the licensee shall have to give 3 months notice in an advance for vacation, failing which the license fee for the period which fall short of 3 months shall be adjusted / recoverable from advance license fees.

OR

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

OR

- (v) A continuous report of misbehavior or otherwise selling of products other than permissible by the Licencee or his employees, will render him/her for cancellation of License Deed.

OR

- (vi) In case, the Licencee failure to deposit the Service Tax per month at the prevailing rates with the concerned Service Tax authority.

OR

- (vii) In case, the permission granted or license issued by any authority is cancelled. In such an eventuality termination will take effect without any notice from the licensor and the licensee is not entitled for any claim.

OR

- (viii) In case the licensee not observing the terms and conditions of license deed.

27. Delivery of vacant possession of termination of License Deed:-

On termination of license deed (for any reason whatsoever) the licensee shall deliver the vacant possession of the said Kiosk to the authorized representative of the licensor within one month from the termination. In the event of default, the Commissioner Municipal Corporation Chandigarh shall charge license Fee @ 10 times upto 15 days, 20 times upto next 15 days, 30 times upto the period of 60

days and 50 times after the elapse of 60 days from the date of expiry/termination/completion of one month term of this deed.

28. Refund of Security after adjustments, if any.

The amount of security as advance rent/security deposit lying with the licensor will be refunded to the outgoing licensee without any interest. The outgoing licensee is also liable to submit the No Due Certificate from all concerned Department regarding electricity charges, water charges and other tax/rent payable by the licensee/licensees against the kiosk. The security will be refunded only after submission of N.D.C. In case any amount is due against the licensee on any account, the same shall be deducted from the security deposit/advance rent licence fee.

29. Jurisdiction :

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

30. 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. Commissioner Municipal Corporation Chandigarh or any other officer authorized by him, whose decision shall be binding on both the parties. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the arbitration proceedings. The venue of arbitration shall be only at Chandigarh, U.T., (India).

The expression " Commissioner Municipal Corporation, Chandigarh shall mean and include an acting/officiating Commissioner Municipal Corporation, Chandigarh."

In these terms and conditions unless the context otherwise required.

- I) "Licensor"/"Corporation" means the Municipal Corporation, Chandigarh through the Joint Commissioner/Additional Commissioner/Secretary; MCC.
- II) "Licensee" means, a person, a firm, or a company to whom the Kiosk is allotted on license basis.
- III) "License fee" means, the sum of money payable monthly by the licensee in accordance with the terms and conditions of the license in respect of the Kiosk allotted by the licensor.
- IV) "License" means, the allotment containing detailed terms and conditions of allotment of the Kiosk.
- V) "License agreement" means an agreement containing the terms and conditions on which the Kiosk has been licensed out duly executed between the licensor or licensee.