

# **MUNICIPAL CORPORATION CHANDIGARH**

## **EXPRESSION OF INTEREST**

Expression of interest is invited from **Govt. office, Corporations, Banks, PSU, National and multinational companies** for licensing out of office space at 2<sup>nd</sup> & 3<sup>rd</sup> floor consisting area 15,166 sq.ft. (7582.90 x 2 sq.ft.) at Over Bridge Sector-17, Chandigarh for a period of 05 years at minimum reserve monthly license fee :-

<b>S.No.</b>	<b>Description</b>	<b>Monthly Rent per sq. ft. (in Rupees) excluding taxes.</b>
1.	Office space at 2 <sup>nd</sup> & 3 <sup>rd</sup> floor consisting area 15,166 sq.ft. (7582.90 x 2 sq.ft.) at Over Bridge Sector-17, Chandigarh <b>On as and where basis.</b>	75/-

**Note:- Priority will be given to the agency who will offer for both the floors.**

The detailed terms and conditions and bidding performa can be downloaded from the MCC website [www.mcchandigarh.gov.in](http://www.mcchandigarh.gov.in).

- 1. Opening of Expression of Interest      29.10.2020**
- 2. Closing date of Expression of Interest      27.11.2020.**

**Additional Commissioner-II  
Municipal Corporation,  
Chandigarh**

## **BIDDING PERFORMA**

The bidding performa complete in all respect signed by authorized authority alongwith signed terms and conditions with covering letter addressed to Commissioner, Municipal Corporation in sealed cover shall be received in the Estate Branch, Room No.612, 6<sup>th</sup> floor, Municipal Corporation, Sector 17, Chandigarh till 3:00 P.M. as per schedule dates:-

<b>S.No.</b>	<b>Site</b>	<b>Floor area</b>	<b>Minimum Reserve licence fee/ per sq. feet per month</b>	<b>Bid rate per Sq.ft. per month exclusive of all taxes, levies &amp; any other additional charge</b>
1.	Office Space-I, 2 <sup>nd</sup> Floor	7582.90 Sq. Ft	Rs.75/-	
	Office Space-I, 3 <sup>rd</sup> Floor	7582.90 Sq. Ft		

The \_\_\_\_\_ organization is interested to take office space of Sr. No. \_\_\_\_\_ above on monthly rent as per bid rate quoted.

Date:-

Signature of authorized signatory

Seal of organization

**TERMS AND CONDITIONS FOR LICENSING OUT 02 NUMBERS OFFICE SPACE AT OVER BRIDGE, SECTOR 17, CHANDIGARH**

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

The Licensee 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. Method of Licensing and period:-**

The allotment of 02 numbers office space at 2<sup>nd</sup> & 3<sup>rd</sup> Floor at new Over Bridge, Sector 17, Chandigarh consisting total covered area **15,166 sq. ft.** (2 \* 7583 Sq. ft.) total carpet area (excluding the area of stairs, lift, verandah, toilet) **8617.30 sq. Ft.** (2 \* 4308.65 sq. ft.) with proper flooring, washroom complete in all respect and provision of fire fighting system shall be on monthly license fee basis for **maximum 05 years.** The period of lease beyond 5 years can be extended on mutual consent of licensee & MCC and with increases of 5% of the license fee annually after completion of first 5 years. The increase shall be worked out on the license fee last payable and revised license fee with the approval of General House of the Corporation. The GST or any other tax on the license fee shall be paid by the licensee. The preference will be given to the bidder who takes the entire area. The license shall be allotted by calling sealed bids. The surrender of the premises 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 and the license fee for the period which fall short of 3 months shall be recoverable from licensee.

**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 licensor within one month from the date of its registration. The stamp duty on this instrument and the cost of the registration shall be borne by the licensee.

**4. The licensor reserve the rights to terminate the license at any time after handing over the possession of 02 numbers office space at over bridge, Sector 17, Chandigarh by serving upon the licensee a notice in case of violation of terms & conditions of the license and the licensee shall be liable to hand over the vacant possession of the said premises by the date stipulated.**

**5. Payment of Electricity/Water charges:-**

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

**6. Payment of Taxes/Fee/Charges:-**

The Licensee 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 Licensee shall deposit the Service Tax along with monthly License Fee by 7<sup>th</sup> of every month at prevailing rates.

**7. Cleanliness of premises**

The licensee will at all times keep and maintain the said premises in proper state of cleanliness to the satisfaction of the licensor or his officers and employees duly authorized by him on his behalf.

**8. Prohibition on pasting any bills, advertisement etc**

The licensee shall not paste any bills, advertisements, posters, notices, cutting etc. under any circumstances on face of the building except as permissible under law.

**9. Installation/Maintenance of lifts**

The lifts shall be installed by Municipal Corporation, Chandigarh and maintained by MCC during warranty period. The licensee shall employ lift operators abinitio and maintain the lifts by entering into AMC (annual maintenance contract) after the end of warranty period.

**10. Possession:**

The Licensee shall submit the required documents & shall take the possession of the allotted premises within 15 days from the date of issue of the letter of Intent and the License Fee will be charged from the 16<sup>th</sup> 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. Fire safety arrangements:**

The licensee would be required to make necessary fire safety arrangement at site and also 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 premises/property.

**12. Prohibition on Subletting etc.**

The licensee shall not sublet, assign or part with possession of the allotted premises 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 premises, which shall be construed as violation of terms & conditions.

**13. Indemnification by the Licensee**

In the event of any damage or loss is caused to the said premises or any property of the licensor by the licensee or his servants or agents or any one upon the said premises, 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 raising demand separately.

**14. Termination of License Deed:**

The license Deed may be terminated by the Commissioner, Municipal Corporation, Chandigarh or the Licensee 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 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 premises 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.

OR

- (iii) In case, the Licensee failure to deposit the Service Tax and other taxes at the prevailing rates with the concerned authority.

OR

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

**15. 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 premises 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.

16. 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.
17. **Manner of payment of License fee**  
The license fee shall be remitted in advance to the Municipal Corporation, Chandigarh by means of Demand Draft payable to the Commissioner, Municipal Corporation, Chandigarh and drawn on any scheduled bank situated at Chandigarh or through NFT/RTGS by 07<sup>th</sup> of every month. In case of late payment interest @ 18% per annum shall be charged for the delayed period. Payment through cheque shall not be acceptable.
18. On the termination of licensee under any of the terms and conditions of the license:-
- a) The licensee will deliver the vacant possession of the office space at Over Bridge, Sector 17, Chandigarh in its original state to the licensor.
  - b) "The licensee will submit the No Due Certificate from all the concerned Department regarding electricity charges, water charges and other tax/rent payable by the licensee/licensees against the premises."

19. **Arbitration**

In the event of any dispute and difference arising out of or in any way touching or concerning this License Deed, the matter what so-ever shall be referred to the sole Arbitrator i.e. Commissioner Municipal Corporation Chandigarh or the officer so appointed by him whose decision shall be binding on both the parties. The Arbitration and Conciliation Act, 1996 shall apply to the arbitration proceedings. The venue of arbitration shall be only at Chandigarh, U.T., (India). There shall be no objection by the Licensee that the Arbitrator i.e. Commissioner Municipal Corporation, Chandigarh may have dealt with the subject matter earlier in his official capacity.

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

Subject as aforesaid, the Arbitration and Conciliation Act, 1996 and the rules framed there under and any modification thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

20. The Municipal Corporation, Chandigarh reserves the right to develop any new services in the area in the public interest at any time during the license period.

21. **Jurisdiction :**

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

In these terms and conditions unless the context otherwise required.

- a) "Licensor"/"Corporation" means the Municipal Corporation Chandigarh through the Additional Commissioner/ Joint Commissioner/Secretary; MCC.
- b) "Licensee" means, a person, a firm, or a company to whom the premises is allotted on license basis.
- c) "Licensee 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 said premises.
- d) "License" means the allotment containing detailed terms and conditions of allotment of the said premises.
- e) "License agreement" means an agreement containing the terms and conditions on which the said premises has been licensed out duly executed between the licensor or licensee.