

MUNICIPAL CORPORATION CHANDIGARH

OPEN AUCTION NOTICE OF 32 BOOTHS AND 01 CHILL ROOM

ON MONTHLY LICENSE FEE BASIS.

The following booths of Modern Air Conditioned Fish, Meat and Poultry Products Market, Sector 41, Chandigarh are available for auction on monthly license fee basis.

These booths will be given initially for a period 5 years extendable upto another 5 years i.e. maximum 10 years (Refer detailed terms and conditions).

Block	Booth No.	Area of each booth	Minimum reserved monthly license fee per booth
A	01 to 24	21.21 Sq. mtr.	Rs.12,000/- per month
B	25-30	19.02 Sq. mtr.	Rs.10,000/- per month
C	32-33 Whose sale booth	39.51 Sq. mtr.	Rs.15,000/- per month
D	01 Chill Room	35.31 Sq. Mtr.	10,000/- P.M

The open auction shall be held on **26.08.2020 at 11:00 am** at the premises of Fish, Meat & Poultry products Market, Sector-41, Chandigarh and the interested participants who deposit EMD (Earnest Money Deposit) of Rs. 50,000/- in the shape of DD in favour of Commissioner, Municipal Corporation, Chandigarh before start of auction at site shall be eligible for participation in the auction. The EMD (Earnest Money Deposit) shall be refunded on the spot to the unsuccessful bidders.

The terms & conditions of booth have been uploaded on the official website of MCC i.e. www.mcchandigarh.gov.in.

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

A-GENERAL TERMS AND CONDITIONS FOR LICENSING OUT OF BOOTHS OF AIR CONDITIONED FISH, MEAT AND POULTRY PRODUCTS MARKET, SECTOR-41, CHANDIGARH.

1. The booths will be given on monthly rent basis for 5 years extendable by another 5 years i.e. maximum 10 years with @ 5% hike of the rent after the completion of every year.
 - (a) Only booth No. 1 to 24, 25 to 30, 32, 33 shall be put on auction.
 - (b) Booth No. 6 shall be reserved for handicapped category and the definition of handicapped would be same as required for Government service in handicapped category.
2. The persons who are interested in participation of bid/auction shall have to deposit Rs. 50,000/- (Rupees fifty thousand only) as earnest money.
3. The actual dimensions and area of each shop/booth will be given in the bid documents.
4. The Chairman of the Auction Committee reserves to himself the right to withdraw any number of shops/booths etc. that may have been announced for auction and to accept or reject the highest bid without assigning any reason.
5. Successful bidder shall deposit an amount equal to six months rent as security and six post dated cheques in advance in favour of Commissioner, Municipal Corporation, Chandigarh.
6. The Licensor reserves the right to terminate the license at any time after handing over the possession of the said booth by serving upon the licensee a notice to the effect and the licensee shall be able to hand over the vacant possession of the booth by date as stipulated in the notice.
7. All persons whether a company or a firm or any association or persons shall not be allowed to take on rent more than one shop/booth in the bid.
8. A person can bid on behalf of another person only if he discloses the name of such person and in case of a company, firm or members of Joint Hindu Family etc., the name and complete address of the partners or directors of the company or Joint Hindu Family etc. as the case may be/shall be given immediately after the bid closed/accepted. No bid shall be accepted in the name of a firm or a company or on behalf of any other person(s) unless the names of all other persons taking the offer are given with the complete specification of shares and the person making the bid produces a valid and legal power of attorney authorizing him to bid on others behalf.
9. No addition in the name of bidder shall be allowed after the acceptance of bid. The name of the person in whose behalf bid has been accepted shall be made known to the Additional Commissioner, Municipal Corporation, Chandigarh exercising the powers of Estate Officer under the Capital of Punjab (Development and Regulation) Act, 1952 by the bidder at that very time and no alteration in the name shall be allowed, if the bid is given on behalf of a firm or company the number of share and each share holder of exact share or each partner, co-owner or joint owner shall be made known by the bidder immediately and no subsequent addition or alteration of number of shares declared at the time of bid shall be allowed.
10. After depositing the amount of security, the licensee shall execute the rent deed within a period of one month from the date of possession, in such a manner as may be directed by the Additional Commissioner, Municipal Corporation Chandigarh exercising the powers of Estate Officer under Capital of Punjab (Development and Regulations) Act, 1952, failing which, the Additional Commissioner, Municipal Corporation, Chandigarh may cancel the allotment and forfeit the security deposit amount. The licensee shall bear and pay all expenses in respect of the execution of rent deed including the stamp duty and registration fee payable in respect thereof in accordance with law in force at that time.
11. The shop/booths will be rented out in **"AS IS WHERE IS BASIS"** and even if chill room is not licensed out, the license holders would have no claim towards the Municipal Corporation.
12. Fragmentation or amalgamation of the shops/booths shall not be permitted.

13. Slaughtering of animals is not permissible in the market. The licensees will sale the duly stamped meat from the Slaughter House. MOH/Officer of his office will be fully authorized to check the quality of meat at any time.
 - (a) The Licensers shall also be permitted to store and sell other frozen products.
 - (b) No cooking shall be permitted in the booths/market.
14. The shops/booths shall not be used for any purpose other than that for which it has been rented out.
15. The licensee of the booth shall obtain a license from the MOH under the Chandigarh Municipal Corporation (Regulation for sale of Meat, Fish & Poultry) Bye laws, 2002 for sale of fish, meat & poultry within 15 days of issue of allotment letter.
16. Any internal addition/alteration is not permitted in shops/booths. If necessary, to suit the trade the same will be done by the Municipal Corporation on payment of the allottee.
17. The covered passage (Verandahs) in front or in the sides of the building shall not be encroached upon or used for any purpose other than a public passage.
18. The right use of side wall of the end sites including right of display of advertisement and benefits derived there from shall vest in the Municipal Corporation, Chandigarh.
19. The licensee shall be liable to pay all such fee or taxes as may be levied by the Municipal Corporation, Chandigarh or any other authority or Govt. in respect of shop, building or booth under any law.
20. The letter of allotment will only be issued on receipt of security deposit and post dated cheques.
21. The licensee shall pay to the Corporation agreed monthly license fee by 7th of the month. No part payment will be accepted under any circumstances. In case of default or late payment, interest @ 18% shall be charged from the due date to the actual date of payment.
22. The individual electrical and water connections will be obtained by the successful bidder of the booths as well as chill room and for common area the electric installation and other kinds of maintenance i.e. cleanliness etc. will be maintained and electricity bill for the same will be paid by forming a registered agency of the shops/booth owners. The said agency will also responsible for watch and ward of the market.
23. The licensee will at all time keep and maintenance of the said shop/booth in proper state of cleanliness to the satisfaction of the licensor or his officers and employees duly authorized by him in this behalf.
24. The licensee shall not paste any bill, advertisement, posters, notices, cutting etc. under any circumstances.
25. The licensee shall not charge the price from the customers more than the prevailing rate of market. He will also display the rates of all items for sale.
26. The licensor shall have full power, authority at all time through its officers or officials are 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.
27. The licensee shall not sublet, assign or part with possession of the said booth or any part thereof. The licensee shall not be entitled to execute GPA/SPA in favour of other persons or enter into partnership with anyone.
28. The licensee of the booth will be responsible to keep the area clean. In case of insanitation and encroachment by the licensee beyond the permissible area, there will be fine of Rs. 500/- for first time and Rs. 1,000/- for the second time and the third time the license will be cancelled in case of violations of terms and conditions.

29. The licensor shall have full right, power and authority at all times to do through his officers & 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.
30. The rent shall be remitted 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. In case of default of payment of rent, a penalty shall be imposed @ Rs. 5,000/- for the first time and @ Rs. 10,000/- for the second time besides interest @ 18% per annum. The license shall be terminated on continuous default of non-payment of two months and security deposit shall be forfeited.
31. In the event of non payment of the license fee or non use of such premises by the due or extended date not exceeding 60 days or breach or non observance by the licensee of any of the conditions of the license, it shall be lawful for the licensor to terminate the license and the licensee will not entitle to any compensation, whatsoever on account of such termination/cancellation. Provided that on sufficient cause being shown, the licensor may for reasons to be recorded in writing instead of terminating the license on the ground of default in payment of license fee allow the payment to be made with penalty not exceeding the due amount but not less than Rs. 5,000/- with in such period not exceeding three months on the whole as he may deem reasonable. The amount of penalty shall however, be in addition to the payment of interest @ 18% per annum as specified herein before.
32. The license shall not be transferrable during the period of agreement except to the legal heirs of the licensee in case of his/her death.
33. In no case the MCC shall convert these booths/Chill Room to freehold or long lease.
34. On termination of license under any of the terms and conditions of the license:-
 1. The licensee will deliver the vacant possession of the booth in its original state to the licensor, failing which the booth shall be got vacated in accordance with law.
 2. The amount of security lying with the licensor after adjusting all the dues shall however be refunded to him without any interest on the amount of security so deposited.
 3. The licensee will submit the "No Dues Certificate" from the concerned department regarding electricity charges, water charges and other tax/rent payable to the licensee/licensees against the booth. The security will be refunded only after submission of NDC.
35. In the event of any question, dispute of difference arising out of this license or in any manner touching this license and solution of which is not expressly provided in the license agreement, the same shall be referred to the sole Arbitrator i.e. the Commissioner, Municipal Corporation or any other person appointed by him. The award of the Commissioner, Municipal Corporation shall be final and binding on the parties to the license.
36. The Municipal Corporation Chandigarh reserves the right to develop any new services in the area in the public interest at any time during the lease period.
37. The licensee shall comply with all the provisions of all the Labour Acts governing the service of his employee. There shall be no relation of the employee of the licensee with the licensor and the licensee shall be principal employer of his employees for all intents and purposes.

In these terms and conditions unless the context otherwise required.

1. "Licensor"/"Corporation" means the Municipal Corporation, Chandigarh through Additional Commissioner, Joint Commissioner, and Secretary, Municipal Corporation, Chandigarh.
2. "Licensee" means, a person, a firm or a company to whom the booth is allotted on license basis.
3. "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 booth allotted by the licensor.
4. "License" means the allotment containing detailed terms and conditions of allotment of the booth.

5. "License agreement" means an agreement containing the terms and conditions on which the booth has been licensed out duly executed between the licensor or licensee.

Addl. Commissioner,
Municipal Corporation
Chandigarh

B- Terms and conditions for Chill room.

SUBJECT:- TERMS AND CONDITIONS FOR LICENSING OUT OF CHILL ROOM (BOOTH NO. 31) OF MODERN AIR CONDITIONED FISH, MEAT & POULTRY PRODUCTS MARKET, SECTOR-41-C, CHANDIGARH ON MONTHLY LICENSE FEE BASIS THROUGH E-AUCTION.

Block	Booth No.	Area of each booth	Minimum reserved monthly license fee per booth
C	31 (Chill Room)	35.31 Sq. Mtr.	Rs.10,000/- per month

1. The quarterly rent as per the bid shall be deposited before 10th of the first month of the quarter.
2. An amount equivalent to three months lease shall be deposited in the shape of DD as security which will be refunded after completion of lease period. No interest shall be paid on the amount of security.
3. Electricity connection will be obtained by lessee.
4. Electricity charges will be borne by the lessee.
5. No commercial activity i.e. sale of fish, meat & poultry products from this shall be permitted.
6. The lease period will be for one year.
7. Maintenance etc. will be done by the lessee.
8. Proper temperature shall be maintained throughout the storage of the product.
9. Any required change inside shall be done with prior approval of the Corporation. The plant shall be handed back to Municipal Corporation in good working condition after the lease period is over.
10. The rent to be charged from the market shopkeepers will be @ Rs. 100/- per quintal for the fish, meat and poultry products kept in it on 24 hourly basis.
11. This cold store is meant only for storing the fish, meat, poultry products & frozen products stock of the licensers of the Fish, Meat & Poultry Products, Market Sector 41-C, Chandigarh.
12. Once the cold store is made functional any need based term/condition required to be added will be at the discretion of the Joint Commissioner which shall be binding on the lessee.
13. The persons who are interested in participation of bid/auction shall have to deposit Rs. 50,000/- as participation money in cash or in the shape of DD in favor of Commissioner, Municipal Corporation, Chandigarh before the start of the auction to become eligible for participation in the bid/auction for the Chill Room/Cold Store. Amount will be refunded to the unsuccessful bidder on the spot. In case the successful bidder failed to deposit the required amount within a stipulated period as mentioned in the allotment letter and take the possession, the amount of participation money of Rs. 50,000/- shall be forfeited.
14. In case of failure of electricity, the lessee shall be responsible for providing refrigeration facility by operation of the Gen. Set. The permission to operate the Gen. Set will be the responsibility of the lessee.
15. In case of any defect or fault found, the same shall be got rectified by the lessee himself otherwise, the rectification shall be done at the cost of lessee and amount will be recovered from the Security deposit.
16. The lessee shall be responsible for the cleanliness and hygiene in the area.
17. In case of surrender of the Cold store, the amount equivalent to security deposit shall be forfeited.
18. The licensor reserves the right to terminate the license at any time after handing over the possession of the said Cold Room by serving upon the licensee a notice to that effect and the

licensee shall be able to hand over the vacant possession of the said cold store by the date as stipulated in the notice.

19. The licensee shall pay to the Corporation agreed monthly license fee by 7th of following month. No part payment will be accepted under any circumstances. In case of default or late payment interest @ 18% shall be charged from the due date to the actual date of payment.
20. The licensee will be liable to pay all such fees, taxes, etc. in respect of space as the Government may levy from time to time under any law.
21. The licensee will at all times keep and maintain the said Cold Room in proper state of cleanliness to the satisfaction of the licensor or his officers and employees duly authorized by him in this behalf.
22. The licensee shall not sublet, assign or part with possession of the said Cold Room 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.
23. The licensee shall make payments of electricity, water charges etc. to the concerned authorities, before vacating the said Cold Room on the termination of license. It shall be lawful for the licensor to order for adjustments of arrears on account of electricity, water and other dues outstanding against the licensee from the amount of the security deposit.
24. In the event of any damage or injury being caused to the said Cold Room or any property of the licensor by the licensee or his servants or agents or any one upon the said Cold Room, the licensee shall make good all such damage or injury and in the event of his failure to do so within seven days after occurrence of such damages, the licensor may make good such injury/damage by deducting the amount from the security.
25. The licensor shall have full right, power and authority at all time 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.
26. The rent shall be remitted to the Municipal Corporation, Chandigarh by means of demand draft payable to Commissioner, Municipal Corporation, Chandigarh and drawn on any scheduled bank situated at Chandigarh. In case of default of payment of rent, a penalty shall be imposed @ Rs. 5,000/- for the first time and @ Rs. 10,000/- for 2nd time besides interest @ 18% per annum as stipulated in clause No. 19. The license shall be deemed to have been terminated on continuous default of non-payment of rent for two months and security deposit shall be forfeited.
27. In the event of non payment of the license fee or non use of such premises by the due or extended date not exceeding 60 days or breach or non observance by the licensee of any of the conditions of the license, it shall be lawful for the licensor to terminate the license and the licensee will not be entitled for any compensation, whatsoever on account of such termination/cancellation. Provided that on sufficient cause being shown, the licensor may for reasons to be recorded in writing instead of terminating the license on the ground of default in payment of license fee allow the payment to be made with penalty not exceeding the due amount but not less than Rs. 5,000/- with in such period not exceeding three months on the whole, as he may deem reasonable. The amount of penalty shall however, be in addition to the payment of interest @ 18% per annum as specified herein before.
28. The license shall be on as is where is basis & even if none of the booths are licensed out, the license holder shall have no claim towards Municipal Corporation, Chandigarh. The license shall not be transferrable during the period of agreement except to the legal heirs of the licensee in case of his/her death.
29. In no case the MCC shall convert these booths/Chill Room to freehold or long lease.
30. On the termination of license under any of the terms and conditions of the license:-
 1. The licensee will deliver the vacant possession of the Cold Room in its original state to the licensor, failing which the Cold Room shall be got vacated in accordance with law.
 2. The amount of security lying with the licensor after adjusting all the dues, shall only be refunded to him without any interest.
 3. The licensee will submit the "No Dues Certificate" from all concerned departments regarding electricity charges, water charges and other tax/rent payable by the

licensee/licensees against the Cold Room. The security will be refunded only after submission of NDC.

31. In the event of any question, dispute of difference arising out of this license or in any manner touching this license and solution of which is not expressly provided in the license agreement, the same shall be referred to the sole Arbitrator i.e. the Commissioner, Municipal Corporation or any other person appointed by him. The award of the Commissioner, Municipal Corporation shall be final and binding on the parties to the license.
 32. The Municipal Corporation Chandigarh reserves the right to develop any new service in the area in the public interest at any time during the lease period.
 33. The licensee shall comply with all the provisions of all the Labour Acts governing the service of his employee. There shall be no relation of the employee of the licensee with the licensor and the licensee shall be principal employer of his employees for all intents and purposes.
In these terms and conditions unless the context otherwise required.
1. "Licensor"/"Corporation" means the Municipal Corporation, Chandigarh through the Additional Commissioner/Joint Commissioner/Secretary, MCC.
 2. "Licensee" means, a person, a firm or a company to whom the Cold Room is allotted on license basis.
 3. "License fee" means the sum of money payable on monthly basis by the licensee in accordance with the terms and conditions of the license in respect of the Cold Room rented out by the licensor.
 4. "License" means the allotment containing detailed terms and conditions of allotment of the Cold Room.
 5. "License agreement" means an agreement containing the terms and conditions on which the Cold Room has been licensed out duly executed between the licensor or licensee.

Addl. Commissioner,
Municipal Corporation
Chandigarh