

HOLIDAY HOME SOCIETY (Regd.)

(INDIRA HOLIDAY HOME)

Sector-24-B, Chandigarh

(For Websites & Notice Boards)

NOTICE

MHS/2024/206


28-08-2024

The allotment of Canteen on License basis for one year through open auction to be held on 05.09.2024 at 11:30 F.N. in the Indira Holiday Home, Sector 24-B, Chandigarh.

Bids are invited to run Canteen, in Indira Holiday Home, Sector-24B, Chandigarh on license basis one year through open auction to be held on 05.09.2024 at 11:30 F.N. The terms & conditions for running the Canteen are as under:-

- a) The premises on the license basis 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.
- b) The period of license is one year and can be terminated any time with prior notice of two months advance notice by the licensor.
- c) The licensee shall pay monthly license/rent amount in the shape of draft/pay order/banker's cheque /RTGS/NEFT etc. in advance on or before the first week of the month for which it falls due. Licensee shall pay the interest @ 18% p.a. if the payment of license amount is made late in any case whatsoever.
- d) T.D.S (if applicable) will be deducted every month from the license amount by the Licensee and the same shall be deposited by the Licensee with the concerned authority every month and the Licensee shall give the T.D.S certificate to the Licensor twice a year i.e. on or before 30th September and 30th April of the every financial year.
- e) If the Licensor wants to leave the premises before the expiry of the license period, then they shall have to give a clear notice of two months in advance for leaving the premises and in that case, if they fail to do so then they shall be liable to pay the damages thereof equivalent to the license amount of the period of which the notice is short or the same shall be adjusted from the security deposit lying with the Licensor and if the amount is higher than the security deposit Licensee shall be liable to pay it. .
- f) The Licensee has to pay the electricity & water bill i.e electricity charges as per actual consumption & water charges @ Rs. 1000/- per month and other utilities for its consumption in the aforesaid premises. The licensee shall also be liable to pay all the bills before the vacation of the premises on the expiry/termination of the license deed
- g) That incase any tax, cess or levy is imposed by the competent authority upon licensee during the period of license deed it will be the liability of the license to pay directly to the concerned authorities and the Licensee shall bear any cess / taxable if imposed on the Licensed premises by the Local Body and / or other body or authority or Center/ Sate Government.
- h) The Licensee shall not place or keep or permit to be placed or kept on the premises any offensive, dangerous or any other article or things, which may constitute a danger, nuisance or annoyance to the premises or surrounding premises or the owners or occupiers thereof.
- i) The Licensee shall not sub-let, transfer, assign or part with the licensee of the premises or any part thereof.
- j) The Licensee shall keep the premises 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. The Licensee shall not do or cause anything in the licensed premises which may cause nuisance to the people in the neighborhood or violate any law of Chandigarh Administration. In case of any building violation the penalty shall be borne by the Licensee.
- k) The Licensee shall be entitled to erect fittings, fixtures, wooden partitions cabins or make any such additions or alterations, as may be necessary for its use by the Licensee provided that the licensee shall remove the said fittings, fixtures, wooden partitions, cabins, additions or alterations and restore the demised premises to the Licensor on the expiry of the term of sooner determination of the license in the same condition as existed before making such changes. There shall be no permanent construction by the Licensee in the premises.

- l) If the Licensor fails to pay the taxes, charges, assessments payable, or fails to carry out the necessary repairs and other work which has to carry out as provided herein, the Licensee may after [one month] notice in writing, pay, discharge and carry out the same at its own cost and the Licensee may set off the same from the rent payable to the Licensor under these presents.
- m) The license deed may be terminated by Licensee in the event of following contingencies:-
 - I On the expiry of license deed period.
 - II In the event of non-payment of license payment, electricity, water and other charges within stipulated period from the date it became due by the Licensor
 - III By giving two month's notice in advance by licensee in case it does not want to carry on the license deed.
- n) The rates of the various items sold by the second party shall be subject to approval from the first party. The list of approved rates shall be displayed in bold letters at a place / places mutually agreed between the parties. Provided that the staff of Holiday Home shall be entitled to concessional rates as fixed by First Party.
- o) That The possession of the premises will remain with the first party. The Chowkidar on duty of the Society shall open the Kitchen at 6:00 am and lock it at 10:00 pm.
- p) The Licensee will deposit the Performance Security of Rs.50,000/- (Rupees Fifty thousand only) which shall remain valid for a period of Sixty days after the expiry of Contract. It will have to be deposited in the shape of Demand Draft drawn in favour of Holiday Home Society (Regd.) by the applicant at the time of acceptance of bid of highest bidder.
- q) The Canteen shall be allotted through open auction to the highest bidder in the presence of bidders or their authorized persons. The prospective bidders shall deposit Rs. 20,000/- as E.M.D. in shape of Demand Draft/ Pay order of any Bank before participating in the auction. The E.M.D. amount in case of successful highest bidder will be retained by the Society and same to be adjusted against Performance Security and for remaining bidders the E.M.D. will be returned after auction.
- r) The Secretary, Holiday Home Society(Regd.) can cancel the auction at any time if the highest bid offer appears to be low.
- s) The reserve bid price of Canteen is fixed as Rs. 30,000/- per month plus GST as applicable from time to time.
- t) In the event of any dispute and difference arising out of or in any terms and conditions of this deed, the matter, whatsoever shall be referred to Sole Arbitrator i.e. the Secretary, Social Welfare Department, Chandigarh Administration, whose decision shall be final and binding on both the parties. The provisions of Arbitration and Conciliation Act 1996 shall apply to the Arbitration proceeding. The venue of Arbitration proceedings shall be only at Chandigarh. There shall be no objection by the Licensee that the Arbitrator, i.e. the Secretary, Social Welfare Department, Chandigarh Administration may have dealt with the subject matter earlier in official capacity also. Subject as aforesaid, the Arbitration and Conciliation Act 1996 and the rules framed or any modification thereof for the time being in force framed there under shall be deemed to apply, the arbitration, proceeding under the clause.
- u) The Courts at Chandigarh alone shall have the jurisdiction for the purpose of this License Deed.
- v) The successful party shall execute license agreement with the Holiday Home Society (Regd.) as per terms & conditions mentioned above.


Account Officer
for Joint Secretary
Holiday Home Society (Regd.)
-cum- Director Social Welfare
U T Chandigarh