

Municipal Corporation, Bathinda

**Terms & Conditions for leasing out Canteen & Terrace of Multi Level Car Parking (MLCP),
Mall Road, Bathinda.**

1. The Earnest Money Deposit shall be Rs. 1.00 Lac only, shall be payable online only prior to participation in bidding on Punjab Govt. Portal, www.tenderwizard.com/DLGP.
2. The participating agency must have experience of hospitality industry of at least three years in previous five years. Duly certified proof of such operations by Local Authority, Scanned & self-attested Documents such as GST No., TIN, PAN no., official address with proof, Bank Account No., email ID, Contact No. Income Tax Clearance Certificate, affidavits about non defaulter of any Govt. department (Centre/State), no debaring by any Govt. department & no pending litigation with any Govt. department has to be submitted with Technical Bid.
3. The bidder must have financial turnover of greater than Rs. 1.00 Crore for any three financial year in last five financial years.
4. The lease period shall be Ten Years, which can be further extended by 5 more years upon approval from MCB.
5. Reserve Price of the bid is Rs. 24.00 (Twenty-Four) Lacs per annum.
6. Minimum increment while bidding will be Rs. 10,000/-
7. The bid price shall be for annual payable amount to Municipal Corporation, Bathinda. Taxes, if any applicable shall be borne by successful bidder extra.
8. The lease money shall be payable in bimonthly instalments. For the delay of 7 calendar days in payment of instalment no penalty will be levied. If any instalment payment is delayed by more than seven days, Rs. 1000 per day will be charged as penalty counted from day one. If such penalty exceeds by Rs. 30,000/, the PBG submitted by the Bidder shall be sent to Bank for encashment, lease will be cancelled and possession shall be taken over by Municipal Corporation, Bathinda.

9. Municipal Corporation, Bathinda shall start charging first instalment four months from the date of issuance Letter of Award. This period is allowed to make all necessary arrangements required to start the venture.
10. The site shall be handed over on "as is where is" basis.
11. Bidder should see himself the site, structure & allied infrastructure prior to bidding. No compensation, addition/deletion/modification of any kind shall be considered on this account.
12. Successful Bidder shall have to deposit Performance Bank Guarantee of amount equal to three instalments (6 months lease money) within one week time of issuance of Letter of Award in favour of Commissioner, Municipal Corporation, Bathinda from a registered Bank and execute agreement of lease deed.
13. The Lifts & stairs for terrace will be common place to be used by Parking Contractor/General Public.
14. The Covered area of Canteen on ground floor including toilet block along canteen is approx. 210 sqm., open area of canteen on ground floor is approx. 400 sqm & open area available on Terrace will be approx. 2020 sqm. (Please ref. to attached drawing).
15. The bidder shall not be allowed to use open terrace for any commercial selling of goods and setting up of shops.
16. Open Terrace can be used only for entertainment, amusement, eateries, functions and health and wellness centres. The indicative use is terrace garden, children's games parlour, terrace restaurant, Bar, amusement park, party Hall etc.
17. No load bearing concrete/brick structure will be allowed on the terrace, however partition walls of Bricks upto 115 mm thickness can be allowed.
18. If any structure made of structural steel is to be raised, structure safety certificate from any Govt. engineering College and detailed proposal drawings will have to be submitted to Commissioner, Municipal Corporation, Bathinda for approval. Maximum height of such structure will be limited to 7m. No construction will be raised without prior approval of Commissioner, Municipal Corporation, Bathinda. MCB shall expedite the approval of submitted plans.
19. No structure will be allowed along the parapet wall within a width of 2m from parapet.

20. No advertisement hoardings/billboards shall be installed on the external walls of Canteen & terrace parapet. Any such act will invite a penalty of Rs. 10,000/ per event. However, any kind of self-branding of premises can be done upon prior approval of Commissioner, Municipal Corporation Bathinda.
21. Bidder or his staff, sub-Contractor or general public using his facility will have no right on parking. All of these may use available parking as general public.
22. Municipal Corporation, Bathinda will facilitate obtaining electric connection from PSPCL but timely payment of electricity bills shall be responsibility of the bidder. Any recovery by PSPCL on account of power theft/ non-payment of dues shall be recoverable from submitted PBG. Such action may invoke cancellation of lease deed without considering any compensation.
23. Bidder may obtain Water Supply & Sewerage services from Municipal Corporation, Bathinda on chargeable basis as per prevailing norms.
24. Bidder shall be liable to pay garbage user charges as per prevailing norms or may fall in Bulk Waste Generator (BWG) category, Garbage collection/processing charges will be charged as per norms.
25. The leased out premises shall not be used for any illegal activity and such acts may not only invite criminal action but also cancellation of lease deed and forfeiture of PBG without notice.
26. The successful bidder shall take all necessary approvals such as fire safety certificate, FSSAI license, excise permit, structural safety certificates etc. and shall submit these to Commissioner, Municipal Corporation Bathinda before start of commercial operations.
27. The Commissioner, Municipal Corporation Bathinda may close the leased area in case the area is required to be closed temporarily due to any emergency, unforeseen circumstances(s) or administrative reason(s). In case of said closure, Force majeure shall be invoked and terms and condition on account of such closures shall be mutually decided but limited to payment receivable by MCB for that period .
28. In the event of act of any crime/criminal activity in the defined parking site, the sole responsibility shall be of the licensee.
29. Successful Bidder agrees to indemnify and hold MCB harmless against any and all liability, loss, damages, costs, and expenses which MCB may incur, including, but not

limited to, attorneys' fees and costs, which MCB may be required to pay, directly, by reason of error or omission by Bidder which directly or indirectly results in any liability, loss and/or damages to MCB.

30. In case of default of any of above conditions (Sr. No.1 to Sr. No.29), PBG submitted by agency may be got encashed by Commissioner, Municipal Corporation, Bathinda & executed Lease deed may be cancelled with a notice of three calendar days only.
31. The bidder has to pay property tax as per municipal norms after first year. Exemption for property tax is given for first year only.
32. Whatever Infrastructure is provided by the agency will be the property of Municipal Corporation, Bathinda after completion of term of contract or if any termination due to any reason during contract period.


Corporation Engineer,
Municipal Corporation,
Bathinda