



भारतसरकार ,रक्षामंत्रालय / Govt. of India, Ministry of Defence
कार्यालयछावनीपरिषद्जतोघ/ Office of the Cantonment Board Jutogh
तहसीलएवंजिलाशिमला)हि०प्र०(-171008 / Tehsil and District Shimla (H.P.) -171008
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पत्रांक/ No. CBJ/79/P.cafe/455

दिनांक/ Dated: 6th July, 2021

RE- AUCTION NOTICE

Reference this office Auction Notice No. CBJ/79/277 dated 14.05.2019.

It is hereby notified for the general information of the public that the Cantonment Board, Jutogh to license out the Cantt Fund Property known as Park Cafe, Jutogh Cantt for the purpose of sale of fast food items only and not for fruits, vegetables or any other purposes under section 267 of the Cantonments Act, 2006 for a period of three years extendable for further two years, one year at a time. The details/schedule given below:-

Auction Details

Description	Subject/Details
Auction Title	TO LICENSE OUT THE PARK CAFE, JUTOGH CANTT.
Description	TO LICENSE OUT THE CANTT FUND PROPERTY KNOWN AS PARK CAFE, JUTOGH CANTT. FOR THE PURPOSE OF SALE OF FAST FOOD ITEMS ONLY AND NOT FOR FRUITS, VEGETABLES OR ANY OTHER PURPOSE(S) UNDER SECTION 267 OF THE CANTONMENTS ACT, 2006 FOR A PERIOD OF ONE YEAR EXTENDABLE BY TWO YEARS.
Place of Public Auction	o/o CEO, Cantonment Board Jutogh.
Starting Price in Rs. (Minimum Reserved Rent per month)	Rs.5,000/- P.M.
Incremental value in Rs. PM	10%
EMD Required	Yes
EMD Amount in Rs.	Rs.10, 000/- (Rupees Ten Thousand Only) in the form of Demand Draft from any Scheduled/Nationalized bank.
Auction Fee required	Yes
Auction fee in Rs.	Rs.500/- (Rupees Five Hundred only) in the form of Demand Draft from any Scheduled/Nationalized bank.
EMD/Auction Fee Payable To	Chief Executive Officer, Cantt Board Jutogh.
EMD/Auction Fee Payable at	PNB ,Totu.
Period of contract	Three years from date of agreement and extendable by two years one year at a time.
Eligibility Criteria	As per Auction Checklist and Terms/Conditions.
Security Amount:	Equivalent to one years license fee

Publishing date and time of documents	07.07.2021 at 1230 hours
Submission of Physical Documents i.e. Ink Signed Complete Auction along with Terms & Conditions DD of Auction Fee & EMD and other required documents as per checklist.	Upto 13.07.2021 before 1700 hours
Auction Date	14.07.2021 from 1130 hours

Annex-II

(Terms and Conditions deemed to be part of Agreement)

AUCTION TO LICENSE OUT THE CANTT FUND PROPERTY KNOWN AS PARK CAFE, CHILDREN PARK, JUTOGH CANTT (UNDER THE MANAGEMENT OF CANTONMENT BOARD JUTOGH) UNDER SECTION 267 OF THE CANTONMENT ACT 2006.

1. That the license rights to use and occupy the Cantt. fund property known as PARK CAFE. shall be auctioned in the existing condition i.e. on “**As is where**” basis. The bidders are responsible to examine the same before quoting the auction of the same. After the bid, any condition of the successful bidder for any modification or rectification of any kind/defect regarding this property may not be accepted by this office.
2. That the Building is licensing out **for the commercial purpose**. The licensee will not use any other open/adjacent land other than the allotted Building.
3. That the rights to use and occupy the Cantt fund property known as Park Cafe shall be allotting on license for an initial period of three years further extendable by two years, one year at a time, license fee would be enhanced 5% after satisfactory completion of one year and successive years up.
4. **That the successful bidder shall have to deposit one month/periodically advance license fee (with Goods & service tax and other taxes extra or as per govt. notification) in cash/DD and equivalent to one year license fee as security deposit in cash/DD or fixed deposit in favour of the Chief Executive officer, Jutogh Cantt i.e. to fulfillment the terms and conditions within the stipulated period on receipt of the intimation of acceptance of his bid. If he fails to do so, his temporary earnest money deposited with the auction shall stand forfeited and fresh auction will be called. The security will be refundable (without interest) to the licensee on the written application after peacefully handing over the vacant possession and after clearance of all kinds of dues.**
5. That the successful bidder shall have to execute LICENSE AGREEMENT on Non-judicial stamp paper of appropriate value at his own cost, that the costs and expenses incidental to the preparations and execution of this deed, including stamp duty or registration charges shall be born and paid by the license, and submit postdated cheques of remaining license fee in advance for the remaining period of license, take over the charge of the Building accordingly. In that event of his failing to do so, this office reserves the right to cancel his auction and to forfeit security money.
6. That the licensee shall pay the monthly license fee in advance of every calendar month and in case of failure of Licensee to pay he license fee then the security money will be forfeited, the license agreement shall be deemed to have been terminated and the licensee shall have to vacate the Building and the possession would be handed over to the Cantonment Board in question and thereafter on termination of license agreement, licensee would have no right to

remain in possession of the property in question in any capacity.

7. The licensee shall also have to pay extra Goods and Service Tax on bid amount to the Board or deposit directly as per Govt. rules. The licensee shall also be liable to pay the tax from the date of license agreement, which if, imposed by the Govt. during the period of license agreement.
8. That interest @ 12% per annum will be charged on late payment of monthly license fee.
9. That the security will be refunded (without interest) to the licensee on the written application (unless it is forfeited on account of violation) after completion or termination of license agreement and peacefully handing over the vacant possession of the building. In case of any damages suffered by the licensor at the instance of or die to any act of licensee then the said amount would be deducted from the said security at the time of refunding the security amount.
10. That the licensee shall handover the vacant possession of the Building on completion or termination of the license agreement to the Chief Executive Officer, Cantonment Board without claiming any compensation in respect of any additions and alteration made or betterment done with or without permission. If the licensee would be failed to handover the vacant possession of the property after the expiry or the termination of the license agreement, he will be treated as trespasser and will liable to pay three times amount of the actual license fee as damages charges for the period he remains in unauthorized possession in the said building. He thereafter shall also be liable to be evicted under PP (E) Act, 1971 and may also penalized under the law.
11. That these terms and conditions of auction notice shall be the **part and parcel of the agreement**. Breach of any terms and conditions of the auction notice/license agreement by the licensee, the licensor reserves the right to terminate the license agreement and take over the possession of the said Building with or without information/notice to the licensee and the licensee will not raise any objection. In eventuality of termination of license agreement due to any reason, no liability shall fall upon the Board. In case the agreement is terminated by the licensor then the security deposited by the licensee will be forfeited.
12. That the certificate of taking over the possession of the Building shall be treated as part and parcel of the agreement.
13. That the licensee will not do any act die to which the said Building destroyed, harming masonry or otherwise, in any way.
14. That the licensee will at all the times during the said terms keep the said Building in good sanitary condition form health point of view. That the Licensor of official so authorized by the licensor shall have right to enter the Building for the purpose of inspection at any time with or without prior notice and the licensee will never raise any objection regarding the said inspection. The licensee shall get himself and his servant inoculated and vaccinated at his cost from the Cantt Board Dispensary, Jutogh and will produce the same on demand by the licensor.
15. That the near area of the Building will be maintained by the licensee and licensor will not provide any person or manpower.
16. That the license agreement is liable to be terminated by the licensor by giving one-month notice, whereas the licensee will be liable to give three months' notice. However, in case the licensee desires to terminate the contract without giving any notice, his security amount

deposited with the Board shall stand forfeited.

17. That the Cantonment Board reserves the right to reduce the period of license agreement/contract to which time period it decides fit, during the operation of contract and the contractor shall have no claim in this regard whatsoever. The licensee has to abide by the all decisions of the Board. The decision of the Board shall be final and binding.
18. That in case of any violations/complaints against the licensee, the Board can cancel/terminate the contract and can also revoke the license at any time. In that case the security amount deposited by the licensee will be forfeited and no further extension will be granted by the Board.
19. That the Cantonment Board can add any new condition or amend any existing condition in the agreement at any time during the duration of the contract without any notice to the licensee.
20. That the electric connection has been provided in the building and the licensee must pay the electricity consumption charges to the Himachal Pradesh State Electricity Board and water charges/tax to Cantonment Board Jutogh. If the licensee failed to pay the consumption charge of water and electricity, the same will be paid by the Cantonment Board Jutogh from security deposit of the licensee and further, nonpayment may cause termination of the contact agreement with immediate effect.
21. That no permanent or temporary structure, erection or re-erection or charge of any kind what so ever will be made in or on the said Building without the prior written permission of the Chief Executive Office, Cantonment Board, Jutogh Cantt as the case may be, strict compliance with provisions of the Cantonment Act, 2006 Cantonment Bye law and rules and regulations made there under.
22. That the licensee at the time of vacation of the Building would remove the all his material or equipment of fixtures and would hand over possession of the Building as it was taken. Entire expenditure for doing the said work would be done by the licensee himself. Even if any material, equipment of fixtures may found on the property, the licensor can claim expenses from the license for the removal of same.
23. That no person shall be entitled to take part in the auction if he fails to pay this office any arrears of any kind due by him or if he is in any litigation with the Cantonment Board pertaining to any Cantt Board property.
24. That the land of the Building belongs to Cantonment Board/Govt. of India, Ministry of Defense. The licensee has no right on the land. He is only authorized to use it for the purposed licensed out as per the terms of agreement. This license agreement may not be treated as any transfer of land but is solely for the purpose of licensing out for a specific purpose at specified location for a specific period of the license.
25. That the licensee will not assign, underlet, sublet, transfer or part with possession of the said Building in whole or in part of any right or interest thereon and there from under these presents without the written sanction of the Chief Executive Officer to any person, company or security, unauthorized construction, encroachment etc.
26. That the licensee shall not have any right to transfer the property to any other person, company or firm etc. without written permission of the Licensor. In case of death of licensee, it would be considered that the license has been transferred to his legal heirs for the remaining period and the legal heirs of the licensee will mutual consent or as per law

prevalent at that time. The legal heirs of licensee have to inform the board/licensor about the death.

27. That in case of natural calamity, the licensor may permit in writing the heirs, successor of the licensee to continue on the conditions as said heretofore but it shall not be binding for the licensor to extend the period of grant license to the licensee's heirs and successors after expiry of the present license period as the case may be.
28. That the Building shall be used for the purposes it licensed out. The licensee will not use the open adjacent land other than the allotted Building. That Building/property would not be used for any unauthorized purpose and the licensee would have no right to change use of property.
29. That on behalf of the Licensor, Chief Executive Officer will at liberty during the said terms to proceed against the licensee in case of any default under the Cantonments Act, 2006 Bye law, rules and regulation made there under from time to time, in addition to termination of said license period as the case may be.
30. The Board under his sole discretion reserves the right to accept/reject any bid or to cancel the auction, with assigning any reason to the bidder.
31. That the Cantonment Board reserves the right to cancel/terminate the License Agreement at any time without any notice to the licensee and no reason is to be given for said termination by the Board.
32. That the licensee can employ staff as per his requirement at his own cost/level and will be liable for their conduct and acts. The licensee will provide the list of all the employees deputed by him. The employees so deployed by the licensee shall be employees of the Licensee and not of the Board. Antecedents of persons so engaged will have to be verified by the licensee to the satisfaction of Board. Any liability arising out of industrial dispute Act, Minimum wages Act and workmen's/staff compensation Act for such persons shall be sole responsibility of the licensee. The licensee has to comply according to labour laws of India.
33. That the licensee shall be responsible for all damages or compensation to the people and staff employed due to any accident/mis-happening or negligence. That the licensee shall be responsible for installation/providing adequate fire safety equipment. The Cantonment Board will not be even vicariously liable for any problem due to act of the licensee.
34. That the licensee shall also be responsible for the safety of the staff. The Cantonment Board will not be even vicariously liable for any problem due to act of the licensee. The security, maintenance and upkeep of the Building/property including clearing/cleaning shall be the responsibility of the licensee.
35. That the licensee shall also be responsible for safety of vehicle parked and will follow all traffic rules.
36. That the licensee shall not be allowed to display any advertisement board in or on the said Cantt fund property.
37. That in case a conditional bid is given by the bidder or the amount is less than Minimum Reserved licensee fee, the auction shall be rejected and the earnest money shall be forfeited.
38. The EMD (Earnest money deposit) deposited by successful bidder may be adjusted towards security deposit as demanded above. If the successful bidder fails to furnish the difference amount between Security Deposit and EMD within the stipulated period of the acceptance of the bid, failing which, earnest money deposited by him shall be forfeited and fresh e-auction

be called. *The Earnest Money is liable for forfeited in the following event:*

- a. Withdrawal of offer during the validity period of the offer.
 - b. Non-acceptance of orders when placed.
 - c. Non-confirmation of acceptance of orders within the stipulated time after placement of offer.
 - d. Any unilateral revision made by the bidder during the validity period of the offer.
 - e. Nonpayment of the water and electricity consumption charges in time.
39. Counter terms & conditions will not be accepted and also any additions/deletions or change in the prescribed format will not be allowed. That overwriting should be avoided. Correction if any should be attested with signature by the bidder.
40. That the scope of the project, General terms and conditions, technical specifications and specific terms and conditions given in the auction documents duly signed by the licensee shall be binding on both the parties.
41. That auction documents including fee received late including postal delay/in open condition/without EMD/not meeting the e-auction conditions/incomplete in any respect are liable to be rejected.
42. That the open auction is exclusive of GST.
43. That in case of any dispute in connection with the Cantt Fund property under the terms of this indenture or otherwise, the matter shall be referred to the Cantonment Board, Jutogh Cantt and the decision of the Board, shall be final and binding both the parties.
44. That the submission of auction by the bidder shall imply that he has read, understood and abide by the conditions herein before stated that and those incorporated in the agreement.
45. That the District Court of Shimla will have the jurisdiction for the any dispute between the parties.
46. That submission of all the documents mentioned above will render the bid to be rejected.
47. That the copy of the original documents to be submitted in office before due date, in case of non-submission (without EMD/in open conditions) in any respect are liable to be rejected.
48. That the minimum Reserved License fee for commence of auction is fixed **Rs. 5000/- (Five Thousand Only) per month which is exclusive of GST.**

APPLICATION LETTER (Specimen)

To

The Chief Executive Officer,
Cantonment Board ,
Jutogh Cantt-171008

Subject:- Auction to license out the Cantt Fund Property Known as Park Cafe, Children Park, Jutogh Cantt on land under management of Cantonment Board, Jutogh.

Resp. Madam,

Auction reference No. _____ dated _____

2. In response to your above reference auction , i/we, submit technical bid along with the following details (Original to be submitted in the office before the critical dates):-

(i.) That having acquired the requisite information related to the subject Park Cafe and examining the form of auction, nature of auction invited by on behalf of the Cantt Board Jutogh. I/We, the undersigned hereby offer for the purpose as indicated in the auction document **to license out the Cantt Fund Property Known as Park Cafe, Children Park, Jutogh Cantt .for the purpose of sale of fast food items only and not for fruits, Vegetables or any other purposes under section 267 of the Cantonments Act, 2006 for a period of three years extendable by two years one year at a time**, strictly in accordance with the terms and conditions as indicated by you in the said document.

(ii.) I/We also agree for the compliance of applicable Labor and other Laws in force and other Govt. orders. All workers engaged by me/us would be suitably paid by me/us complying with Minimum Wages Act, EPF & ESI Rules / Act and also the Contract Labor (Regulation & Abolition) Act, 1970 and Central Rules, 1971. All other payments under Workmen Compensation Act etc. Shall be borne and payable by me/us.

(iii.) I/We will always keep the Cantt Board Jutogh indemnified of any claim/damages that Cantt Board Jutogh may have to pay with respect to the service and the deputation of any workers to the Cantt Board Jutogh.

(iv.) I/We further paid and have enclosed auction fee Rs.500/- and Earnest Money amounting to Rs.5,000/-(Five Thousand Only) in the form of Demand Draft drawn in favor of **Chief Executive Officer, Cantt Board Jutogh, payable at PNB Totu** along with required documents which will remain with Cantt Board Jutogh up to final award of contract. However, no interest shall be payable on Earnest money. Earnest money of successful bidder may be adjusted against the security deposit (as equivalent to three months license fee).

(v.) I/We confirm that all the required documents as per the check list i.e. Annexure-III has been submitted by me.

Thanking you.

Yours faithfully,

Signature
(Full Name)

Dated:-

Signed as Proprietor/Partner/Director who holds power of Attorney on behalf of the firm.

Name of Firm

Address

(Copy of the Power of Attorney if any to be submitted which will be compared with the original in case the auction is awarded)

AUCTION TO LICENSE OUT THE RIGHTS TO USE AND OCCUPY THE CANTT FUND PROPERTY KNOWN AS PARK CAFE, CHILDREN PARK, JUTOGH CANTT (UNDER MANAGEMENT OF CANTONMENT BOARD, JUTOGH) UNDER THE SECTION 267 OF THE CANTONMENTS ACT, 2006.

Bidders are advised to study carefully the auction documents and the terms & conditions before submitting the technical bid. All the pages of the auction form should be signed by the bidder as a token of acceptance.

(TECHNICAL BIDS)

1. The bidder should have Pan Card, self attested copy is to be attached with checklist.
2. The bidder may be a proprietary firm, Public Sector/Partnership firm/Private limited Company/Corporate body legally constituted, as per law with **valid registration with the competent authority on the last date of submission of the bid.**
3. The offer shall be valid and open for acceptance of the Competent Authority of Cantt Board Jutogh, (till the acceptance received from competent authority) from the date of the auction and no request for any variation in rates and withdrawal of auction on any ground by successful bidder shall be entertained.
4. The Auction Fee of Rs, 500/- (Rupees Five Hundred Only) and Earnest Money Deposit (EMD) of Rs.10,000/-(Rupees Ten Thousand only) **in the form of DD on favor of “Chief Executive Officer, Cantt Board Jutogh” , Payable at PNB Totu be submitted by the bidder along with documents as per Check List and non submission without DD of the Auction Fee and Earnest Money Deposit (EMD) shall stand reject and thus shall not be considered for evaluation at any stage.** The earnest money without interest shall be returned to the unsuccessful bidders after finalization of contract.
5. That the bidder shall submit the required details in Annex-I.
6. The Terms and Conditions of the License agreement to be fulfilled by the bidder are given in Annex-II shall be deemed to be part of the license agreement and the bidder shall submit along with Technical bid duly signed on each page as token of agreeing to them.
7. The bidder shall submit the other required details as per **Annex-III (Checklist).**
8. The bidder to ensure that all the documents are submitted offline along with Technical Bids & declaration within the time frame mentioned in the critical dates.

GENERAL INFORMATION OF THE BIDDER

1.	Name of the bidder with authenticated residential proof (self attested)	
2.	Constitution & Nature of Firm & Year of Establishment.	
3.	Registered Postal Address with Telephone No of the company / firm/individual & Fax Number if any.	
4.	Name and Mobile No. of contract person.	
5.	Address of Branch (Local or in State).	
6.	Name and address of Directors, in case of Company.	
7.	Name and address of Sole Proprietor.	
8.	Name and address of partners; (in case of partnership firm)	
9.	Name of Bankers & Branch with full address.	
10.	Type of Bank Account & Number & Date of opening the account.	
11.	Pan No. and GST No. (if any)	

Signature
Full Name and address

CHECKLIST

CHECKLIST OF DOCUMENT WHICH ARE TO BE SUBMITTED:-

- (1) A self attested photocopy of residential proof and Pan Card.
- (2) Auction Fee Rs. 500/- and Earnest Money Deposit of Rs. 10,000/- in the form of Demand Draft (Original to be submitted in the office).
- (3) Ink signed copy of complete terms and conditions of auction technical bid (Annexure II) with applications letter and General Information of the Bidder (Annexure I) (Original to be submitted in the office).
- (4) Six months Bank statement attested by the Bank official.

Note:- Submission of all the above documents mentioned are mandatory. Non submission of any of the above documents will render the bid to be rejected and bidder will not be allowed in open auction.

Sd/xxx
**CHIEF EXECUTIVE OFFICER,
JUTOGH CANTT**