

# Notice

HHS/2023/211

Dated 11.08.2023

The allotment of Parking Site inside the premises of Indira Holiday Home, Sector-24B, Chandigarh on License Basis for the period from 01.09.2023 to 31.03.2024 through open auction to be held on 24.08.2023 at 11:30 AM at the Indira Holiday Home , Sector, 24-B, Chandigarh

Bids are invited to run Parking inside the premises of Indira Holiday Home ,Sector-24-B, Chandigarh on License basis from 01.09.2023 to 31.03.2024 through open auction to be held at 11:30 AM on 24.08.2023. The terms & conditions of parking site to be given on license basis are as under:-

- a) That the premises in the license deed 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) That the period of license is from 01.09.2023 to 31.03.2024 and can be terminated any time with prior notice of one 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) That 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 30<sup>th</sup> September and 30<sup>th</sup> April of every financial year.
- e) That if the Licensee 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 parking charges shall be Rs.12/- for four wheeler & Rs.6/- for two wheelers and Rs. 18/- for four wheeler & Rs. 8/- for two wheeler repeat/multiple visit in parking on the same day. Staff Vehicles of Holiday Home Society shall not be charged.
- g) The parking time shall be from 7.30 a.m. to 6.30 p.m. daily and all Sundays shall be observed as Holiday.
- h) The Licensee will deposit the performance security of Rs.50,000/- (Rupees Fifty thousand only) which shall remain valid till beyond 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.) or in cash by the applicant at the time of acceptance of bid of highest bidder.
- i) The Staff employed by the Licensee shall not be the employee of Holiday Home Society & the Licensee shall himself be responsible for the payment of their wages , Employee Provident Fund etc. as per rules and instructions of Government.

- j) The licensee shall not create any noise / disturbance by way of playing loud music etc. in parking area or outside that of the parking area.
- k) The Licensee shall be exclusively responsible for safe parking of all vehicles parked in the parking area and keep this area neat and clean. The licensee shall not allow use of alcohol or any other intoxicant in the parking area.
- l) The Licensee shall execute license deed within stipulated period of 30 days.
- m) That in case 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 Licensee to pay directly to the concerned authorities and the licensee shall bear any Cess/Tax payable if imposed on the licensed premises by the Local Body and/or other body or authority or State/Central Government.
- n) That 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.
- o) That the Licensee shall not sub-let, transfer, assign or part with the licensee of the premises or any part thereof.
- p) 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.
- q) 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 or 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.
- r) 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.
- s) The license deed may be terminated by Licensor in the event of following contingencies:-
  - a. On the expiry of license deed period.
  - b. In the event of non-payment of license payment, and other charges within stipulated period from the date it became due by the Licensor.
  - c. That The possession of the premises will remain with the first party.
- t) The license deed may also be terminated by Licensor in case Licensee does not want to carry on the license deed and he gives two month's notice in advance in this regard.
- u) The Parking site 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.

- v) The Secretary, Holiday Home Society (Regd.) can cancel the auction at any time if the highest bid offer appears to be low.
- w) The reserve bid price of parking is fixed as Rs. 22,000/- per month plus GST as applicable from time to time.
- x) 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 the both party. 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 Advisor to the Administrator, 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.
- y) The Courts at Chandigarh alone shall have the jurisdiction for the purpose of this License Deed.
- z) The successful party shall execute license agreement with the Holiday Home Society (Regd.) as per terms & conditions mentioned above.

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Accounts Officer  
for Joint Secretary  
Holiday Home Society (Regd.)