

पत्रांक/No.CBD-19

दिनांक/Dated: 20th July, 2022

It is hereby published for the information of general public that the Cantonment Board Dalhousie intends to auction its commercial hut measuring about 2000 Sqft (built up area and free space) situated at a prime commercial location at Banikhet, for commercial activity such as shops, restaurants, fast food outlet, tuition centre, coaching centre, beauty parlour, sports goods, in door farming store, computer games store, departmental store, ice cream parlour, medical clinics, banks, post offices etc. However bids for prohibited trades such as Bar, liquor shop, gamble house, slaughter house, sale of meat, poultry any activity causing noise, air pollution or health hazard etc will be primarily rejected.

Details of the premises is given below:

S.No	Particulars of Property	Details of Area	Location
1	Cantt Board Commercial Hut at Banikhet	1. One Big Room 16*14= 224 Sft 2. One Small Room 10*8 = 80 Sft 3. Toilet 6*7 = 42 Sft 4. Kitchen 9*6 = 54 Sft A) Total Carpet area available = 224+80+42+54 =400 Sq.ft B) Front open verandah covered with roof =15*7 =105 Sq.ft C) Open grassy usable space 62*25+25*15 =1525 Sq.ft Total area (Built up+Open space) =2030 sq.ft	Near Old Toll Tax Barrier

The Reserve price or Minimum Bid Price is Rs 15000/- per month inclusive of applicable GST(18% at present).

CRITICAL DATES

1	Publishing date and time of tender documents through E-GeM portal	20-07-2022	1700 Hrs
2	Start Date and Time for downloading of tender documents	20-07-2022	1800 Hrs
3	Last Date and Time for downloading of tender documents	11-08-2022	1800Hrs
4	Start date and time of Bid Submission (Technical Bid & Financial Bid)	20-07-2022	1800 Hrs
5	Last date and time for Bid Submission (Technical Bid & Financial Bid)	11-08-2022	1800 Hrs.
6	Date and time for opening of Technical bid	13-08-2022	1100 Hrs.

7	Date and time for opening of Financial bid	13-08-2022	1600 Hrs.
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CHECK LIST

1. The technical bid submitted must have scanned copies of the following documents:
 - PAN Card
 - Aadhaar Card
 - GST Certificate
 - Tender Form Fee transaction statement remitted (through <http://echhawani.gov.in/citizen>)(Rs.1,000/-non refundable)
 - EMD amounting Rs.5,000/-(through <http://echhawani.gov.in/citizen>) duly pledged in the name of CEO, Dalhousie Cantt etc.) (refundable after finalization of the tender process or adjusted as security)
2. The financial bid submitted must be a scanned copy of the BOQ document. The amount must be mentioned in numeric and words, clearly. All the details mentioned or documents attached, must be legible and clear. Ambiguous/unclear documents will not be accepted, and the bid is liable to be rejected.
3. The Tender documents can be downloaded from the website <https://dalhousie.cantt.gov.in/tenders/> and GeM Portal.
4. The Tender fee of Rs.1000/- (through <http://echhawani.gov.in/citizen> not refundable). The statement of transaction must be attached along with other Technical Bid documents.
5. Receipt of EMD (through <http://echhawani.gov.in/citizen>) Rs. 5000/- must be attached along with other Technical Bid documents.
6. The intending tenderers may visit the premises during working hours on any working day before participating in the tender or contact the following phone numbers for clarification, if any: Phone nos. 9418060712 and 9882920336.
7. At the time of handing over of premises, the successful bidder will have to remit 6 months rent in advance (half yearly rent), plus 20% of bid amount as Security Deposit. The remaining 50% (rent) will have to be paid before commencement of next half year. The bidder shall have to take over the building "as is, and where is" condition.
8. The bidder having any litigation against the Cantonment Board in any court of law or whom PPE Act is pending shall not be allowed to participate in the auction. The auction proceedings will be confirmed and approved by the Cantonment Board, Dalhousie.

9. The bidder shall have no right to make any addition/ alteration/construction in the building/land without the permission of the Cantonment Board.
10. The successful bidder will have to produce a Judicial Stamp Paper of Rs.500/- for execution of agreement prior to taking over the premises. Agreement will be executed for a period of 11 months, which may be extendable/renewable solely at the discretion of the CEO/Cantt Board Dalhousie, depending on the conduct etc of the tenderer.
11. The Cantonment Board Dalhousie reserves the right to accept or reject any tender without assigning any reasons thereof.
12. All conditions indicated in the auction notice shall be deemed to be part of the agreement. Bidding will be done on the basis of the condition in which the property exists or as per details which can be obtained from the office. No addition/alteration will be allowed to the property. No construction activity of permanent or temporary nature will be allowed in the premises/open space around the premises. The highest bidder shall carry on business for the purpose for which the property was taken on auction and no change in purpose will be entertained without the prior permission of CB/CEO.
13. The premises will be initially auctioned for a period of 11 months which may be extended at the discretion of the Cantonment Board Dalhousie for a maximum of 2 consecutive periods of 11 months each with yearly increase in rent or as decided by the Cantonment Board and such decision of the Board shall be binding on the tenderer. The Cantonment Board reserves the right to take back the premises, if required, at any time, by giving one months' notice to the tenderer and demanding payment of full amount due and the decision/action of the Cantonment Board shall be binding on the tenderer and he shall have no right to question the same.
14. Please note that all disputes relating to this auction or any other kind will be under the jurisdiction of Cantonment Board, Dalhousie Cantonment and the decision of the Council will be binding on both the parties and the decision shall not be challenged in any court.
15. The highest bid amount will be applicable for 11 months and for the next consecutive periods of renewal/extension, if any, the amount will have to be paid at 20% escalation per annum or as decided by the Cantonment Board, Dalhousie. According to the rules, GST or other taxes like license fee and profession tax, Income tax , any other taxes etc. where ever applicable, will have to be paid extra by the tenderer.
16. Any further information about this auction/premises can be obtained from the office of the Cantonment Board on any working day.

17. PERIOD OF CONTRACT:

(a) The duration of the contract period shall be 11 months from the date of physical Handing /Taking over of the premises extendable/renewable for 2 subsequent periods, at the sole discretion of the Cantt Board Dalhousie.

(b) Notwithstanding the period of 11 months specified as contract period, the duration of contract may be renewed/extended, due to administrative or unforeseen reasons for any period at the sole discretion of the Dalhousie (Dalhousie) Cantonment Board/ Chief Executive Officer Dalhousie Cantt and if renewed/extended, the same shall be on the same terms and conditions as mentioned in this notice.

18. The Chief Executive Officer or any Officer appointed by him in this behalf shall have the right to inspect the trade being carried on by the successful tenderer with a view to ensuring safety of premises and also that trade is carried out legally, smoothly and as per rules.

19. The tenderer must quote his offer, he proposes to the Cantonment Board, both in figures and words, in the enclosed Schedule i.e. (BOQ/Financial Bid) only, and upload the same. No manual Tender will be accepted and not in any other form or enclosures.

The tenderer before uploading his offer, will take into account and make provision for payments which he has to make under various provision of taxation law like Income Tax Act, Turnover Tax, Service Tax /GST /profession tax/PF. It shall be the responsibility of the tenderer to pay to the Government all requisite taxes, fees, charges etc. in addition to the amount to be paid to the Dalhousie Cantonment Board. No deduction shall be made from the payment to be made to Dalhousie Cantonment Board under any circumstances. Service tax / GST shall be payable by the successful tenderer to the Dalhousie Cantonment Board as per Govt. policy/directions in addition to the tendered amount along with each installment.

20. The successful tenderer shall follow and be bound by the relevant provisions of the Cantonments Act, 2006 resolutions passed by the Board from time to time in respect of the stall /premises.

21. The tenderer must read the contents of this tender document and make sure of his eligibility to fill the tender document. The offer shall be uploaded in respective allotted spaces. The EMD/Tender Fee Demand Draft/NEFT/RTGS and all other documents as mentioned in clauses of this tender form, and containing the tender document should be duly digitally signed while uploading the tender and also a certificate to the effect that the tenderer has read the terms and conditions of the tender and fully understands and agrees to abide by the same, shall be submitted along with the tender.

22. The contractor has to sign each page of this tender document.

23. Before uploading tender, the tenderer will inform to the Board in writing, as to whether he/any bidder is BLACKLISTED / DEBARRED / CRIMINAL RECORDS/ TERMINATED with strict documentary proof. No such complaints against the successful bidder will be entertained during the contract period. The tenderer shall be liable to pay water tax & electricity charges of the premises in his possession during the tenancy of the agreement.

24. The successful tenderer will have no ownership right on the property of the Board/agreement , and will handover peaceful possession of the said premises after the conclusion of the period of agreement or earlier, in case he becomes a defaulter or whenever demanded by the Chief Executive Officer.

PENALTY:

25. For any breach / violation of any terms and conditions of the tender document, the Cantonment Board, at its discretion, may either terminate the contract at the risk and cost of the contractor or impose a fine up to Rs. 10,000/- upon the contractor.

26. EXECUTION OF WRITTEN CONTRACT

The successful tenderer shall execute a contract agreement with the Board on a Stamp Paper of requisite value within seven days of communication of acceptance of his tender by the Cantonment Board Dalhousie and payment of Security Deposit and other dues/taxes as per the terms and conditions of this tender. The Cost of stamps and other expenses for execution of agreement shall be borne by the contractor only.

27. No manual bids will be accepted. All bids must be submitted online using [GeM](#) website.

28. The Cantonment Board reserves the right to make corrigendum/addendum to the terms and conditions at any time. The same will be updated on the above mentioned websites.

No. CBD-19
Dalhousie Cantonment
20th July 2022

Sd/-
(Mabel Christian)
Chief Executive Officer
Office Cantonment Board