

**EXPRESSION OF INTEREST FOR SHOP SELECTION BY JHARKHAND STATE
BEVERAGES CORPORATION LIMITED**



Head Office/ Regd. Office:

T.A. Building, Near GolChakkar,

Sector-3, Dhurwa, Ranchi-834004

Tel: 0651-2446060

jsbcl.jharkhand@gmail.com

helpdesk.jsbcl@gmail.com

Form for submission of proposals, instructions for submission and draft lease agreement

Form for submitting proposals – Sheet 1

| Sl. No. | Description | Details provided |
|----------------|---|-------------------------|
| 1 | Name of the owner | |
| 2 | Contact address of the owner | |
| 3 | Mobile number of the owner | |
| 4 | Email id of the owner (if any) | |
| 5 | PAN of the owner , if any (copy to be enclosed) | |
| 6 | Bank account number | |
| 7 | Name of the bank and branch | |
| 8 | IFSC number | |
| 9 | Address of the premises proposed | |
| 10 | Availability of electricity connection | Yes/No |
| 11 | Location (As per List of Location proposed by District office)* Please see instruction 1 | |
| 12 | Area of the premises (in square feet) | |
| 13 | Proof of ownership of Premises and Identity of the Owner (Please see instruction 3) | Enclosed/Not enclosed |
| 14 | Is a retail shop functioning currently at the proposed premises | Yes/No |
| 15 | Is the Shop Located at State Highway or National Highways , If yes (Indicate Distance from Highway in Meters) | |

I have read and understood the conditions prescribed for leasing my premises as above to the Corporation and am agreeable to the same.

If the above premises is selected by the Corporation, I undertake to provide furniture and fixtures to the satisfaction of the Corporation and hand over latest by 15.7.2017.

Place:

Date:

Signature

Form for submitting proposals – Sheet 2

| Sl. No. | Description | Details provided |
|----------------|---------------------------------------|-------------------------|
| 1 | Name of the owner | |
| 2 | Address of the premises proposed | |
| 3 | Area of the premises (in square feet) | |
| 4 | Rent quoted (Rupees per square foot) | |

I have read and understood the conditions prescribed for leasing my premises as above to the Corporation and am agreeable to the same.

If the above premises is selected by the Corporation, I undertake to provide furniture and fixtures to the satisfaction of the Corporation and hand over latest by 15.7.2017.

Place:
Date:

Signature

Instructions on submitting proposals

Individuals/association of persons/companies interested in renting out their premises for shops to be opened by the Jharkhand State Beverages Corporation Limited for locating retail shops for the sale of liquor may note the following.

- (1) Possible locations (areas) where shops may be located, as finalised by the department may be obtained from the Superintendent of Excise of the district. This would help the applicant to verify whether his premises is located in an area where a shop is to be located.
- (2) Bidders may refer to rules 47 to 51 of the Jharkhand Excise issued vide Notification no 471F, 15.01.1919 and the guidelines of the Hon'ble Supreme Court of India to satisfy themselves that their premises is in accordance with the said provisions and the guidelines and can be considered.
- (3) Premises without electricity connection would not be considered.
- (4) The proposal has to be submitted in two sheets – Sheet 1 and 2. Sheet 1 would contain general particulars of the premises offered and Sheet 2 would contain the expected rent per square foot.
- (5) The Corporation would allow an increase of 5% per annum on the initial rent.
- (6) Sheet 2 shall be prepared, placed in a cover and superscribed with the words *Sheet 2*. The cover shall be sealed.
- (7) Sheet 1 shall then be prepared along with enclosures as below.
 - (a) Proof of Identity – copy of Aadhar Card/Voter ID/PAN; and
 - (b) Proof of Ownership – copy of receipt for having paid tax for 2015-16 or 2016-17 to the Municipal Corporation/City Municipality/Town Municipality/Gram Panchayator
Copy of Electricity Bill/Water Bill for the proposed premises. Any bill prior to January, 2017 shall not be accepted.
- (8) Proposals not in the specified form and/or not having the enclosures as above shall not be considered.
- (9) The proposal shall be signed only by the owner. Any proposal Signed by a person other than the owner shall not be considered.

- (10) Sheet 1 and enclosures shall be stapled with the cover containing Sheet 2, placed in a cover and sealed and superscribed "Proposal for leasing premises for retail shops" and shall be addressed, as under and submitted in person at the following address before 3:00 pm on 15.5.2017.

From,

.....

..... (Name and address of Applicant)

To,

The Superintendent of Excise,

..... District,

.....

* Please contact District Excise office for detailed address where EOI form for rent has to be submitted

- (11) An acknowledgement for having submitted the proposal in person may be obtained immediately after submission.
- (12) Proposals may also be sent through post/courier to the above address so as to reach before 3:00 pm on 15.5.2017. Delays due to the Department of Posts/courier would not be a reason for extending the time for submission.
- (13) Any proposal received after the above time and date shall not be accepted.

Conditions for taking premises on lease

- (14) Selection of shops through this tender would follow the Swiss challenge method. Amongst the proposals received in an area where a shop is to be located, any proposal from the owner of an existing shop would be first considered and if the owner matches the lowest quote received for that area, then his premises would be finalised.
- (15) If the owner of an existing shop is unwilling to match the lowest rate for that area or if there are no such proposals, then the Corporation would consider all proposals and take a decision.
- (16) The owner shall provide necessary furniture and fixtures, including racks for display of liquor bottles, sufficient number of tables, chairs and other furniture, deep freezer for storing beer bottles, an inverter of appropriate capacity, necessary lighting arrangements, etc. The Corporation may, if it

deems it necessary, request for additional furniture and fixtures and the owner shall comply with such request.

- (17) The Corporation would supply cash chests and the owner shall get the same fixed in the premises.
- (18) The premises shall be taken on lease for a period for five years, extendable by a further period of five years on mutual agreement.
- (19) No deposit amount would be provided by the Corporation.
- (20) The rent to be quoted shall be all inclusive – both for the premises and the furniture provided.
- (21) The rent agreed shall include service tax and other duties, if any. The owner shall pay taxes and other levies to be paid to the Municipal Corporation/City Municipality/Town Municipality/Gram Panchayat and other statutory authorities.
- (22) Rent payable shall be credited to the bank account of the owner on the 5th of the succeeding month. If the 5th happens to be a holiday, then the credit would be on the next working day.
- (23) Statutory deductions as may be applicable would be affected from the rent payable.
- (24) Once the premises is accepted by the Corporation for locating a retail shop, the owner shall conclude an agreement with the Corporation. A draft of the proposed agreement is annexed. All expenditure for concluding the agreement shall be to the account of the owner.
- (25) The premises shall be handed over, along with furniture and fixtures to the satisfaction of the Corporation not later than 15.7.2017. Failure to do so shall result in cancellation of the lease agreement concluded.
- (26) In case the premises is already used for a retail shop, the owner shall make arrangements to augment/replace existing furniture and fixtures and hand over the premises on 31.7.2017.

DRAFT LEASE DEED

This deed for lease is made on the **day of 2017** between hereinafter called "lessor" which term, unless repugnant to the context, shall mean and include its heirs, executors, administrators, Successor-in-interest and assigns of the one part

and

Jharkhand State Beverages Corporation Limited, Ranchi (JSBCL in short) having its head office at T.A. Building. Near Gol Chakkar. Sector - 3 Dhurwa, Ranchi through its Managing Director viz and which term, unless repugnant to the context,

shall mean and include its executor, administrators, successor-in-office and assigns herein after called the "Lessee" of the other part.

WHEREAS lessor is the lawful owner of the land having appertaining to Measuring an area of **Sq. ft. at**over which a structure standing thereon, commonly called as the Shop as described fully in the schedule below along with the enclosed map.

WHEREAS the Lessee requires a premises to be used as a retail shop for the sale of liquor as by JSBCL.

WHEREAS the Lessor would deliver the possession of the shop as required as the Lessee.

WHEREAS JSBCL is registered under the Companies Act, 1956 is a Government Company within the meaning of section 617 of the said Act.

WHEREAS JSBCL is vested with the power to deal with liquor by storing the same in shop taken on lease for proper distribution of liquor in the market.

WHEREAS in pursuance of the lease, the terms and condition set forth below:

1. That the Lessor is the exclusive owner of the Shop as shown in the schedule below and in the enclosed map.
2. That the Lessor shall grant and the "Lessee" shall accept the lease of demised premises as shown in schedule below and in enclosed Map for five years from 15.7.2017.
3. The Lessor shall provide provide necessary furniture and fixtures, including racks for display of liquor bottles, sufficient number of tables, chairs and other furniture, deep freezer for storing beer bottles, an inverter of appropriate capacity, necessary lighting arrangements, etc. The Corporation may, if it deems it necessary, request for additional furniture and fixtures and the owner shall comply with such request.

4. That the Lessee shall pay rent for the demised premises to the Lessor at the rate of (Rs.) per square foot per month inclusive all duties and taxes etc., which would be imposed by the authority for the covering total area of **Sq. ft.**
5. An increase of 5% of the initial rent (on non-compounded basis) as per clause 4 above shall be allowed for every year from the beginning of the second year.
6. The said payment shall be made on monthly basis for the actual covering area in possession of Lessee through RTGS in Account before the 5th of the succeeding month. In case of the 5th being a public holiday, the payment shall be made on the next working day.
7. That the lessor shall pay all rate, taxes and other charges related to the demised premises and the "Lessee" should not be liable to pay the said taxes.
8. That after execution of lease the Lessor shall hand over the vacant and peaceful possession of demised premises along with furniture and fixtures. In case of default in handing over possession of demised premises any loss is caused to the "Lessee", the lessor shall be responsible for the said loss and whole loss amount shall indemnified by the Lessor.
9. That the demised premises shall be utilized exclusively by "Lessee" for the storage of all kinds of liquor and sale and if any third party is found to use the said demised premises or part of it, then it would amount to breach of the lease condition.
10. That the demised premises will be under lock and key of the "Lessee" and will be operated by the "Lessee" only.
11. That the "Lessee" would be paying the rent hereby stipulated and lessee shall perform and observe the covenants herein content may hold and enjoy the demised premises during the said period of lease without any interruption and hindrance by the lessor or any other person whom so ever and in case of such interruption and hindrance, the lessor would be responsible for such

interruption and hindrance and loss or damage caused, then the lessor is to indemnify such loss or damages.

12. That the "Lessee" shall insure the stocks, stored in the demised premises, which will be covered by standard fire and special perils policy, coverage of fire, lighting explosion/implosion, air craft damage, riot strike malicious damage, earth quake, burglary, theft and house breaking insurance for an appropriate sum and the yearly premium amount of insurance will be borne by "Lessee". It is made clear that insurance will be exclusively concerned with the stored liquor and other office equipment except the demised structure.
13. That the lessor will provide water and sanitary facilities to the "Lessee" at the demised premises in standard adequate manner which would be decided by mutual agreement.
14. That the lessor will provide separate commercial electricity connection facility to the lessee at the demised premises in name of "Lessee" on an application put by the lessee without any interference. The electricity bill will be paid regularly by the "Lessee" on the basis of actual consumption of Electric Bill (Based on Meter Reading)
15. That repairing and maintenance of demised premises will be done by Lessor as per norms each year. If Lessor fails and/ or ignores repairing and maintenance of demised premises, the "Lessee" may undertake repair and maintenance of the demised premises and actual expenses, whatsoever, incurred in the repair and maintenance of the demised premises shall be adjusted from the lessor's monthly rent.
16. That this lease will be valid for a period of five years from 15.7.2017 to 14.7.2022.
17. That the period of lease may be extended on mutual consent of the parties. The monthly rent of demised premises shall be revised after expiry of five years if the lease period is extended for another term or for further term. In case, negotiation of enhanced monthly rent could not materialise between the

parties, the "Lessee" will vacate the demised premises. Negotiation of enhancement of rent of demised premises would be taken up for discussion between the parties before three months of expiry of the lease period.

18. That it is hereby agreed that if at any time any dispute, doubt or question shall arise between the lessor and "Lessee" touching the construction, of this deed or any clause thereof or their respective rights and liabilities hereunder the same shall be referred to Managing Director of "Lessee", who shall be sole arbitrator and whose decision shall be final and binding on the parties.
19. That the jurisdiction of Court shall be at Ranchi in case of any dispute arising out of the lease.
20. The lessee shall have the right to terminate the lease in case the term of the lease, is contravened by the lessor by giving 30 (thirty) days' notice in writing to the lessor indicated therein to remove breach/breaches of the terms and conditions of this lease and on failure on the part of the lessor to do so (remove the said breaches) within 30 (thirty) days the lease would stand terminated.
21. If any difficulty arises to JSBCL in its proper functioning of the shop then M.D JSBCL has right to terminate/determine the lease without assigning any reason after giving a registered notice with Acknowledged due of one month. It is clarified that the current lease deed would not be any proof of adverse possession on any government/tribal land & if the same is noticed later lease may be terminated.
22. That this lease shall be executed by the lessor and "Lessee". On behalf of "Lessee" Managing Director in office or his assigns shall execute this lease deed. In witnesses whereof the parties shall affix their signature herein below.
23. That the payment of monthly rent would start by the lessee after submission of bills by the lessor.

(Managing Director, Viz on behalf of Jharkhand State Beverages Corporation Ltd. Ranchi.)

Signature of the Lessor

Signature of the lessee.

or (Managing Director in office
his assigns on behalf of
Jharkhand State Beverages
Corporation Ltd., Ranchi)

1. Witness:

2. Witness: