

CUTTACK MUNICIPAL CORPORATION
CUTTACK
GOVERNMENT OF ODISHA



BROCHURE CUM APPLICATION FORM FOR
ALLOTMENT OF SHOPS ON RENT AT BARABATI
FOOD COURT, CMC

Issued by:
Commissioner
Cuttack Municipal Corporation
Cuttack

DETAILED TENDER CALL NOTICE

Notice No.- 4222

Date: 04/04/2026

Cuttack Municipal Corporation proposes to rent out 38 (Thirty-Eight) numbers of shops under Category-A (02 nos), Category-B (36 nos) at Barabati Food Court, near Barabati Stadium, Cuttack, on a license basis for a period of three (03) years.

Any Individual who is a citizen of India, or any Company registered under the Companies Act, or a Partnership Firm, or a Proprietorship Firm shall be eligible to participate in the allotment **Process of shops on Rent at Barabati Food Court, CMC**, subject to fulfilment of the terms and conditions of the allotment notice. For details visit <https://cmccuttack.odisha.gov.in>

The applicant shall pay application fee of Rs. 1180/- (Rupees One Thousand One Hundred Eighty Only) nonrefundable through Demand Draft in favour of "**Commissioner, Cuttack Municipal Corporation**" and Payable at "**Cuttack**" from any scheduled commercial/nationalized Bank in India.

1	Earnest Money Deposit (EMD)	Rs.10,000/- Rupees Ten Thousand only (Refundable) Deposited through DD in favour of Commissioner, Cuttack Municipal Corporation, Cuttack payable at Cuttack.
2	Availability of Brochure cum Application form in the website	From 05.00 P.M. of 04.04.2026 to 24.04.2026 up to 5:00 P.M.
3	Last date for submission of application	24.04.2026 up to 5.00 P.M.
4	Date for Opening of Application Form	27.04.2026 at 5.00 P.M.
5	Date for Allotment Process through lottery System	To be intimated on CMC website (https://cmccuttack.odisha.gov.in) & Displayed on the notice board of the CMC office (Biju Bhawan)
6	Mode of Receipt of application	Through Speed Post/ Registered Post (India Post)/Courier and by no other means.
7	Correspondence Address	The Commissioner Cuttack Municipal Corporation, Biju Bhawan, Choudhary Bazaar, Cuttack-753001
8	Contact Person	Deputy Commissioner (License)

1. Mode of Submission: Application form should be submitted **offline**.
2. Other details can be seen in the documents, which is available in website **<https://cmccuttack.odisha.gov.in>**
3. Subsequent corrigendum, if required, shall appear in the website.
4. CMC reserves the right to cancel the entire allotment process or part of it, at any stage without assigning any reason thereof.
5. Please note that no liability will be accepted for difficulties in, and/or incomplete download of the application document.



**Commissioner
Cuttack Municipal Corporation**

1. INTRODUCTION

Cuttack Municipal Corporation (CMC) has developed an aesthetic and well-equipped Food Court near Barabati Stadium, Cuttack, with the objective of providing a vibrant public food destination. The Food Court is provided with comprehensive infrastructure facilities including parking space, water supply with safe drinking water facilities, separate toilets for males and females, adequate seating arrangements, green spaces, and other essential amenities for public convenience.

The Barabati Food Court is envisaged as a vibrant, inclusive, and well-managed food destination showcasing traditional Odia cuisine along with popular food offerings, while ensuring high standards of hygiene, safety, and overall public convenience. For effective supervision and smooth operation, CMC shall constitute a Food Court Committee (FCC) to monitor the functioning and management of the Food Court.

CMC hereby **invites applications for allotment of 38 (thirty-eight) shops** under Category-A (02 nos) & Category-B (36 nos) on a **license basis for a period of three (3) years**.

2. LOCATION



BARABATI FOOD COURT is located Near Barabati Stadium, Cuttack, Odisha-753005

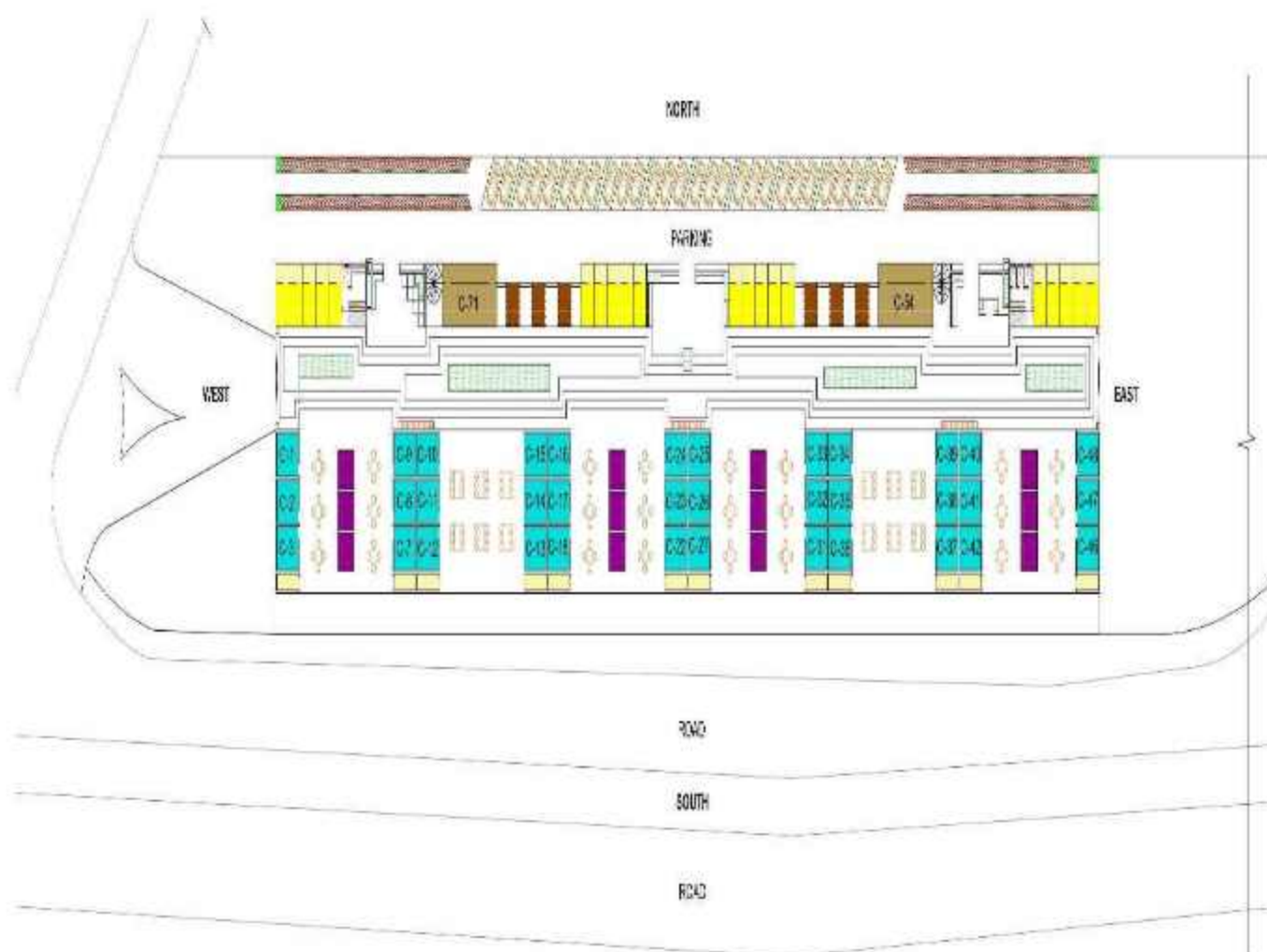
3. SCHEME PROFILE

The scheme offers 38 (Thirty-Eight) nos. of shops. Shop available category wise and their base rent as follows:

Sl. No.	Category of Shops	Description	No. of Shops	Area in Sft.	Base Rent Per Shop Per Month
1	Category-A	Pre fab with Terrace (C54 & C71)	02	516.48	Rs. 26,400.00

2	Category-B	Concrete Structures (C1, C2, C3, C7, C8, C9, C10, C11, C12, C13, C14, C15, C16, C17, C18, C22, C23, C24, C25, C26, C27, C31, C32, C33, C34, C35, C36, C37, C38, C39, C40, C41, C42, C46, C47, C48)	36	129.12	Rs. 6,600.00
		Total	38		

4. VIEWS



5. INSTRUCTIONS TO BIDDERS

A. General Conditions

- i. The allotment shall be governed by the Standard Operating Procedure (SOP) for Barabati Food Court issued by Cuttack Municipal Corporation (CMC), as amended from time to time.
- ii. Each applicant/firm shall be eligible to apply for only one (1) shop.
- iii. In case of individual applicants, only one (1) shop shall be allotted **to one family**. For this purpose, "family" shall include self, spouse, parents, children, brothers, and sisters, whether dependent or independent.
- iv. An applicant/firm may submit only one application under a category. Multiple applications under the same category shall result in only one application being considered.
- v. A successful allottee in any one category shall be debarred from participating for allotment in any other category.
- vi. Sale, display, or storage of tobacco, alcohol, intoxicants, or any other prohibited items is strictly forbidden within the Barabati Food Court premises.
- vii. After allotment, if any allottee is found engaged in the sale, display, or storage of tobacco, alcohol, intoxicants, or any other prohibited items within the allotted premises, strict action shall be taken against the allottee as deemed appropriate by the competent authority of the Cuttack Municipal Corporation (CMC), which may include cancellation of allotment, eviction, forfeiture of security deposit, or any other penal action as per applicable rules.
- viii. Sub-letting, transfer, partnership, franchising, or delegation of operation of the allotted shop, in any form, is strictly prohibited.
- ix. The allotment shall be made on a license basis for a period of **three (3) years ('Licence Period')**.
- x. Upon completion of the Licence Period, the licence of the shops may be renewed at an escalated license fee or may be put to fresh tender/auction, at the sole discretion of the CMC Authority. The monthly rent shall be subject to an escalation of **ten percent (10%)** after completion of three (3) years of the Licence Period.
- xi. After completion of License Period the allottee shall have no claim over the shop and CMC shall have the right to take over possession of the shop.
- xii. CMC reserves the right to reject any application without assigning any reason.
- xiii. The allottee shall not use the allotted asset for any activities that may cause nuisance, annoyance, or disturbance to other occupants and shall refrain from carrying out any activities that are contrary to law or any directives issued by the Authority.
- xiv. The allottee shall be responsible for the maintenance of the allotted asset at their own cost. Insurance of the shops, including interiors and fittings, shall also be the responsibility of the allottee. CMC shall not, under any circumstances, be held liable for any loss, damage, or liability arising from the act, omission, or negligence of the allottee or any third party.
- xv. CMC shall provide electrical wiring for power supply up to the panel board of each individual shop. The allottee shall, at their own cost, obtain an individual electricity connection from TPCODL and shall be solely responsible for payment of all monthly electricity charges.
- xvi. The allottee shall also pay a monthly sanitation charge to CMC and a monthly contribution

towards maintenance of ambience, parking management, and watch & ward to FCMS (Food Court Management Society). The applicable rates are detailed in **Annexure-1**.

- xvii. The allottee shall not sub-divide, demolish, or carry out any new construction in the allotted shop unit or any part thereof. The allottee shall ensure that the shop is not divided or sub-divided in any manner. Furthermore, the allottee shall not alter the color or façade of the exterior walls of the allotted shop.
- xviii. No transfer of the allotted asset shall be permitted in the event of any encroachment, addition, or alteration to the existing structure.
- xix. The allottee shall not be entitled to alienate, mortgage, assign, or sub-let the shop, either wholly or in part. Any such act is strictly prohibited and, if found, shall constitute a ground for termination of the licence/agreement and imposition of penalty, at the sole discretion of the Authority.
- xx. No allottee shall be entitled to encroach upon any open spaces, common areas, or corridors provided within the Barabati Food Court. All common facilities shall be used by the allottees without causing hindrance to others and without any encroachment upon open spaces or corridors. In the event any such encroachment or obstruction comes to the notice of CMC, the allotment shall be liable to be cancelled.
- xxi. Any dispute arising out of the application, allotment, or payment process shall be referred to the Deputy Commissioner (Licence), CMC, whose decision shall be final and binding on all parties.
- xxii. No application other than those meeting the above conditions shall be entertained, and no intimation in this regard will be sent to the applicant.
- xxiii. The successful bidder/allottee shall be bound to:
 - a) Operate the food stall strictly as per the approved category, nature of business permitted by Cuttack Municipal Corporation.
 - b) Maintain the highest standards of hygiene, cleanliness, food safety, and public health, in compliance with FSSAI guidelines, municipal regulations, and directions of the Food Court Committee (FCC).
 - c) Adhere strictly to the operational days and timings as notified by CMC/FCC from time to time.
 - d) Pay the prescribed license fee/rent, user charges, utility charges, and any other dues to CMC within the stipulated time, without default.

B. Eligibility Criteria

Technical Eligibility

For Category-A Shops (2 nos of Shops)

- i. The applicant must be a citizen of India and must be of 18 years of age or above as on the date of application for allotment.
- ii. The applicant can either be an individual or Partnership Firm, or a Company.
- iii. The applicant must have a valid Permanent Account Number (PAN) and Aadhar Number in case of Individual
- iv. If the applicant is a firm, then they must submit the PAN, AADHAR & GST details.
- v. The applicant must have a minimum of **7 years of experience** in operating quick service

restaurants (QSR), casual dining, or food court outlets. Experience with multi-location operations will be preferred (must submit Trade License issued by local authority/ FSSAI License for each outlet and Lease/Rent Agreement or Ownership document of the outlet).

- vi. The applicant must have an average annual turnover of at least ₹12 lakhs over the last three financial years (i.e., 2022–23, 2023–24, and 2024–25).
- vii. The applicant must submit valid Trade license/ valid food license (FSSAI).
- viii. No previous termination/blacklisting by CMC or any ULB (Submitted Annexure-6 in Rs.10 stamp paper).

For Category-B Shops (36 nos of Shops)

- ix. The applicant must be a citizen of India and must be of 18 years of age or above as on the date of application for allotment.
- x. The applicant can either be an individual or a Partnership Firm, or a Company.
- xi. The applicant must have a valid Permanent Account Number (PAN) and Aadhar Number in case of Individual.
- xii. If the applicant is a firm, then they must submit the PAN, AADHAR & GST details.
- xiii. The applicant must have valid Trade license/ valid food license (FSSAI)/ FSSAI Registration certificate.
- xiv. No previous termination/blacklisting by CMC or any ULB (Submitted Annexure-6 in Rs.10 stamp paper).

Financial Eligibility for both Category- A & B

The applicant/bidder must fulfill the following financial conditions:

- i. Demonstrated capability to pay the quoted license fee/rent regularly and on time.
- ii. Capability to deposit a Security Deposit equivalent to one (1) year's license fee/rent within the stipulated period before issuance of the Letter of Allotment.
- iii. The applicant must not have any outstanding dues to Cuttack Municipal Corporation (CMC) or any of its associated bodies as on the date of application.

C. Submission of Application

- i. The applicant shall pay application fee of Rs. 1180/- (**Rupees One Thousand One Hundred Eighty Only**) non-refundable through Demand Draft in favour of “**Commissioner, Cuttack Municipal Corporation**” and Payable at “**Cuttack**” from any scheduled commercial/nationalized Bank in India.
- ii. The applicant shall submit an Earnest Money Deposit (EMD) of **Rs. 10,000/- (Rupees Ten Thousand only)** in the form of a Demand Draft drawn in favour of ‘**Commissioner, Cuttack Municipal Corporation**’, payable at ‘**Cuttack**’, from any scheduled commercial/nationalized bank in India. The EMD of the unsuccessful applicants shall be returned after completion of the entire allotment process, without any interest. Whereas the EMD of the successful applicant shall be adjusted against the applicable fees/security deposit.
- iii. An applicant/firm may submit only one application under a category. Multiple applications under the same category shall result in only one application being considered.

- iv. The duly filled-up application form can be submitted through Regd. Post/Speed Post/Courier along with the application fee, supporting documents as required & Earnest Money Deposit (EMD) in the form of demand draft from a scheduled commercial/ nationalized bank in India in favour of "**Commissioner, Cuttack Municipal Corporation**" and payable at "Cuttack" to the following address;

To,

**The Commissioner
Cuttack Municipal Corporation,
Biju Bhawan, Choudhary Bazar,
Cuttack-753001, Odisha**

- v. In case last date of receipt is declared as a government holiday; the last date of receipt will be 5.00PM of next working day. Applications received after the last date shall not be entertained by CMC at any cost.
- vi. Application received without required particulars and/ or deposits shall be rejected.
- vii. **All mandatory documents must be placed in a sealed envelope, with the applicant's name and address superscribed on it and the category of shop clearly marked on the top of the envelope. If the applicant fails to superscribe their name and the category of shop on the envelope, the CMC authority reserves the right to reject the application during scrutiny without assigning any reason.**
- viii. In case the applicant fails to submit mandatory documents as detailed in "Eligibility", along with application form fee, EMD etc. during the submission of application the CMC shall reject the application during the scrutiny of the documents.

D. Mode of Allotment

- i. Shops of each category shall be allotted in a transparent manner through a lottery system among all technically eligible applicants who have submitted their applications within the stipulated due date and time, in accordance with the terms and conditions prescribed in the Brochure.
- ii. In cases where the total number of applications received exceeds the number of assets available for allotment, the selection of allottees shall be made through a transparent lottery process. However, where the total number of applications received is less than the number of assets available for allotment, the selection of allottees shall be decided by the Authority, in accordance with the prescribed terms and conditions.
- iii. Category-wise lottery of shops shall be conducted in chronological order.
- iv. CMC shall immediately sign an agreement with the applicants selected through the lottery system after the immediate deposit of the security deposit fee i.e., an amount equivalent to twelve (12) months' rent and upon verification of all required formalities, in accordance with the regulations in force.
- v. CMC reserves the right at its sole discretion to withhold any shop from allotment without assigning any reason thereof.
- vi. If an applicant is selected for allotment of a shop under any category during the sequential draw of the lottery, his/her/its applications submitted for other categories, if any, shall not be considered

for subsequent or further lottery processes.

- vii. The tentative date of the lottery will be in the second week of May 2026. The exact date will be intimated only through the CMC website and the CMC notice board, along with the names of eligible applicants. No individual intimation shall be sent to the eligible applicants to attend the lottery. Therefore, all applicants are requested to regularly check the CMC website and notice board for confirmation of eligible applicants and the lottery date and time.

Note:In the event that the allottees refuse to commence or continue operation of the shop under any category for any reason, a fresh lottery shall be conducted for that category from among the eligible applicants, excluding those who have already been allotted a shop. This process shall remain valid for a period of three (3) years. Any allottee who refuses to commence or continue operations shall be subject to action as per the terms and conditions laid down in this document.

E. Delivery of Possessions

- i. CMC will make its best efforts to deliver the possession of the shop to the allottee subject to "Force Majeure" provision and other circumstances beyond the control of CMC.
- ii. Upon payment of the security deposit, i.e., an amount equivalent to twelve (12) months' rent, by the allottee within thirty (30) days from the date of issuance of the Demand Letter, the allottee shall be intimated to execute the License Agreement.
- iii. In the event the allottee fails to deposit the required security amount within the stipulated period, the Provisional Allotment shall be liable to be cancelled without any further notice, and the entire Earnest Money Deposit (EMD) paid at the time of application shall stand forfeited. CMC shall thereafter be at liberty to allot the said shop to the next eligible applicant/bidder, in accordance with the prescribed procedure.
- iv. The applicants will be informed in writing the date by which CMC would be handing over possession of the shop space. The allottee shall personally take delivery of the shop space within 15 (fifteen) days from the date of issue of intimation.
- v. The allotment of shops/ commercial spaces shall be made on "as is where is basis" and no complain regarding property rights and related circumstances etc. would be entertained.
- vi. Service tax, GST, and any other statutory taxes, levies, or duties, if applicable, shall be paid by the bidder/allottee before taking over physical possession of the shop.
- vii. In case the allottee fails to take possession of the asset within 15 (fifteen) days from the date of issue of intimation to take possession, the Authority shall have the right to cancel the allotment of the shop space and 30% of the amount deposited shall be deducted due to loss sustained by the Authority and the balance amount shall be refunded without any interest.
- viii. The allottee shall use the allotted shop for operating **only a food stall**. Any use of the shop for purposes other than a food stall shall render the Agreement liable for immediate termination at the discretion of the Authority and 30% of the amount deposited shall be deducted due to loss sustained by the Authority and the balance amount shall be refunded without any interest.

- ix. In the event of the death of the applicant/allottee, before or after allotment of the shop/commercial space, the nominee shall act as the successor, and all actions taken and/or consents given by the applicant/allottee shall be binding upon such successor, subject to the prior approval of the Authority.
- x. All charges, including stamp duty, registration charges for the License Agreement, expenses towards execution of the Agreement, and any other statutory charges, fees, or levies, shall be borne solely by the allottee.
- xi. The Authority does not guarantee allotment of a shop to every applicant and reserves the right to reject any application without assigning any reason thereof.
- xii. The CMC reserves the right to withdraw, at its discretion, any or all shops from public offering at any stage prior to allotment.
- xiii. If it is found that any applicant has furnished false information or suppressed any material fact, the application shall be rejected summarily and any allotment made shall be liable to cancellation without any further reference to the applicant. In such cases, all payments/deposits made up to that date shall stand forfeited.
- xiv. The allottee shall not sell, transfer, mortgage, lease, sub-lease, or sub-let the allotted shop to any individual, firm, agency, or any other entity. If any such act is found, the allotment shall be liable to cancellation without any further reference to the allottee, along with imposition of penalty, at the sole discretion of the CMC Authority
- xv. In case an applicant is not allotted a shop through the lottery process, the Earnest Money Deposit (EMD) shall be refunded within sixty (60) days, without any interest.

F. Execution of The Agreement

- i. The Agreement shall be valid for a period of **Three (3) years** from the date of its execution.
- ii. Upon completion of the Licence agreement Period, the licence of the shops may be renewed at an escalated licence fee or may be put to fresh tender/auction, at the sole discretion of the CMC Authority.
- iii. Upon completion of the Licence Period, if the shops are put to fresh tender/auction, the security deposit of the allottee shall be refunded without any interest. However, if any dues, damages, or penalties are found payable, the same shall be deducted from the refundable security amount, and only the balance, if any, shall be refunded.
- iv. In the event the licence of the shops is renewed, the existing security deposit of the allottee shall be refunded without any interest, after adjustment of any outstanding dues, damages, or penalties, if any. The allottee shall thereafter deposit a fresh security amount equivalent to twelve (12) months' revised rent as security deposit, as a condition precedent for such renewal.

G. Payment Schedule

- i. The monthly rent shall be paid on or before the 7th day of every month.
- ii. Cash payments shall not be permitted. Bank account details and QR code for digital payment shall be provided to all allottees by CMC.

- iii. Alternatively, rent may also be collected digitally through QR code/scanner by the authorized bank representative.
- iv. The concerned bank shall submit a monthly rent collection status report to CMC on or before the 20th of every month, which shall be scrutinized by FCMS and FCC for further necessary action.
- v. If the allottee fails to pay the monthly rent within the stipulated time, a late payment penalty as decided by CMC shall be levied for each day/month of delay. Continued default in payment of rent for three consecutive months shall render the licence liable to suspension and/or cancellation, at the discretion of CMC, without prejudice to recovery of outstanding dues.

H. Penalty Clause

If any complaint is received by CMC, or if any violation is observed during field inspections or reported through any other forum, such violations of rules and conditions may lead to one or more of the following actions, depending upon the gravity and recurrence of the offence:

- Imposition of penalty/fine
- Temporary suspension of operations
- Cancellation of allotment/licence
- Forfeiture of security deposit
- Eviction and initiation of legal action.

Schedule of Violations & Penalties

Types of violations	Penalty to be imposed (1st Instance)	Penalty to be imposed (2nd Instance)	Penalty to be imposed (3rd Instance)
Sanitation Violation	Rs 200/-	Rs 1000/-	Rs 5000/-
Parking Violation	Rs 200/-	Rs 1000/-	Rs 5000/-
Illegal Construction	Termination followed by eviction and legal action.		
Damage to Infrastructure	Rs 200/- (or restoration cost whichever is higher)	Rs 1000/- (or restoration cost whichever is higher)	Rs 5000/- (or restoration cost whichever is higher)
Non-payment of Rent	The matter shall be placed before the FCC for a decision. In case the rent remains unpaid for a period exceeding three (3) months, the allotment shall be liable for termination due to non-payment of rent.		
Disciplinary Issue	FCC will take decision and take necessary legal action		
Sub-letting / Partnership	Termination followed by eviction and legal action.		

6. FORCE MAJEURE

- i. In the event of war, criminal action, earthquake, act of God, delay in obtaining any approval or clearance from any statutory body, or due to any notice, order, rule, or notification issued by the Government or any other public or competent authority, or for any other reason beyond the control of CMC (hereinafter referred to as 'Force Majeure events'), CMC shall be entitled to a reasonable extension of time for handing over possession of the asset.
- ii. CMC further reserves the right to amend or modify any terms and conditions of allotment in the event of occurrence of any such Force Majeure circumstances. If the situation so warrants and is beyond the control of the Authority, CMC may defer or suspend the scheme for such period as it may deem fit. In such cases, the allottee shall not be entitled to claim any compensation or damages of any nature whatsoever on account of such delay, deferment, or suspension.
- iii. If, for any reason whatsoever, CMC is not in a position to hand over or allot the asset to the allottees, CMC shall refund the amounts deposited by the allottee, except the cost of the Brochure-cum-Application Form, in full and without any interest.

7. JURISDICTION OF COURTS

All disputes arising out of the above shall be subject to the jurisdiction of Courts situated within Cuttack City.

8. FORMATION OF FOOD COURT COMMITTEE

A Food Court Committee (FCC) shall be constituted for monitoring the functioning of Food Court Management Society (FCMS) and addressing the issues raised by the FCMS of the Barabati Food Court. The FCC will have the authority to dissolve the FCMS anytime with due approval of Commissioner, CMC.

8.1 The FCCM Composition

- Representatives from FCMS (President, Secretary & Treasurer)
- Representatives from the CMC's identified departments
- Representatives of the bank facilitating digital rent collection
- Any other member as decided by CMC
- The FCC composition shall be as follows:
 - Health Officer, CMC
 - Officer in Charge (License), CMC
 - Officer In Charge (Project) -cum-SIO, CMC
 - Officer In Charge (Enforcement), CMC

- Food Safety Officer, CMC
- Asst. Town Planner, CMC
- Concerned Executive Engineer, CMC
- Officer in Charge (Sanitation), CMC
- Bank Representative
- The President, Secretary & Treasurer of FCMS

8.2 Responsibilities of FCC

- Oversee the functioning of FCMS
- Impose penalties for violations
- Address grievances raised by FCMS
- Convene quarterly meetings of the FCC or as and when needed.
- FCMS Audit shall be done

9. FORMATION OF FOOD COURT MANAGEMENT SOCIETY

A Food Court Management Society (FCMS) shall be constituted for the day-to-day management and maintenance (as detailed in clause no. 9.2) of the Barabati Food Court. The FCMS shall open a separate bank account and mobilise contribution from the shop allottees towards watch & ward, Parking and maintenance of the Food Court. Expenses related to the maintenance and watch and ward (as detailed in clause no. 9.2) of the food court shall be met from the afore mentioned funds. The President, Secretary & Treasurer of FCMS shall be responsible for management of the fund and monthly report of the revenue and expenditure to be placed at the FCC meeting.

9.1 Composition

- i. Representatives from allottees in due procedure (election/selection valid for one year from date of selection/election)
- ii. Any member of FCMS cannot hold any position consecutively for 2 years after expiry of their tenure. New shop allottees may be given preference to be a member of FCMS. FCC to oversee the entire process.
- iii. In case of any extra-ordinary condition, the decision of FCC will be final.
- iv. The FCMS should comprise of members amongst allottees only, from each category of shop
- v. The FCMS composition shall be as follows:
 - 1 allottee from Category -A Shops
 - 4 allottees from Category -B Shops
 - 1 allottee from Category -C Shops
 - 2 allottees from Category -D Shops

- 3 allottees from Category -E Shops

9.2 Responsibilities

- i. Oversee routine cleanliness and sanitation coordination
- ii. Ensure proper watch and ward of the Food Court
- iii. Ensure compliance with vendor conditions and safety norms
- iv. Address minor grievances of vendors
- v. Maintain usage discipline within the premises
- vi. Provide periodic reporting to CMC
- vii. Ensure timely rent payment
- viii. Strictly monitor that no sub-letting is done.
- ix. Monitor obstruction to parking and ensure there is no illegal parking on road
- x. The parking to be managed by the FCMS.
- xi. In case of any untoward incident, FCMS shall take steps after due approval from CMC.

9.3 Parking Regulations

- i. No roadside parking shall be permitted around the Barabati Food Court. This shall be ensured by FCMS
- ii. CMC will declare the available parking space as free parking for visitors which shall be maintained by FCMS by deploying adequate manpower.

10. CONDITIONS FOR ALLOTTEES

The following conditions are mandatory for allottees:

10.1 Operations and Hygiene

- i. No kitchen or cooking activity shall take place outside the allotted stall or designated zone.
- ii. Vendors must comply with safety and hygiene norms prescribed by CMC and health authorities.
- iii. All vendors should mandatorily have food license.
- iv. All vendors should mandatorily have trade license.
- v. All vendors should have a fire safety kit (Fire Extinguisher, Fire Bucket & Blanket)

10.2 Behavioral and Functional Compliance

- i. The Food Court shall be open from 6 AM to 10 PM.
- ii. Business after 10 PM shall be strictly not permitted.
- iii. The allottee shall run the business in person. Partnership or authorisation/delegation shall not be allowed.
- iv. Vendors shall maintain cleanliness around their units.
- v. Every vendor should have their own dustbin.

- vi. Garbage must be disposed off at designated collection points only.
- vii. Use of plastic/thermocool materials shall comply with prevailing government guidelines.
- viii. Food quality inspection may be carried out at any time by the Food Section of Cuttack Municipal Corporation (CMC), and in case any violation is found, appropriate action shall be taken in accordance with the Food Safety guidelines and applicable rules.

10.3 Closure During Special Events

On special occasions or events as per CMC instructions, vendors shall temporarily close their stalls. Compliance is mandatory.

10.4 Dispute Resolution

Any dispute arising out of allotment, rent, or operations shall be:

- i. First addressed by the Food Court Management Society (FCMS)
- ii. Escalated to Food Court Committee (FCC)
- iii. Escalated to Commissioner, CMC, whose decision shall be final.

11. MONITORING AND REVIEW

CMC will periodically:

- i. Review performance of the Food Court Management Society (FCMS)
- ii. Inspect vendor compliance
- iii. Assess infrastructure requirements
- iv. Modify SOP provisions, if necessary, in public interest.

12. CHECKLIST FOR SUBMISSION

Sl. No.	Technical Proposal	Format
For Category-A		
1	Application Form	Annexure-2
2	Application Fee (non-refundable) of Rs. 1180/- (Rupees Eleven Hundred Eighty only)	Demand Draft
3	EMD of Rs.10,000/- (Rupees Ten Thousand only)	Demand Draft
4	PAN	
5	GST	
6	ADHAR	
7	Valid Trade license/ valid food license (FSSAI)	
8	Provide last 3 years (2022-23,23-24,24-25) turn over certificate duly certified by Chartered Accountant	Annexure-5

9	Non-Blacklisting/Terminating from CMC or any ULB or Govt. Office	Annexure-6
10	Consent Form	Annexure-3
For Category-B		
1	Application Form	Annexure-2
2	Application Fee (non-refundable) of Rs. 1180/- (Rupees Eleven Hundred Eighty only)	Demand Draft
3	EMD of Rs.10,000/- (Rupees Ten Thousand only)	Demand Draft
4	PAN	
5	GST	
6	ADHAR	
7	Trade license/ valid food license (FSSAI)/ FSSAI Registration certificate.	
8	Non-Blacklisting/Terminating from CMC or any ULB or Govt. Office	Annexure-6
9	Consent Form	Annexure-3

ANNEXTURE-1

Rent Details

Sl. No	Category of Shops	Description	No. of Shops	Total Estimated Rent to be paid to CMC	Rent Break-up		
					Contribution for Maintenance, Parking Management and Watch & Ward per Month which amount will be paid to FCMS	Contribution for Sanitation per Month	Rental Cost
1	2	3	4	5=6+7+8	6	7	8
1	Category – A	Pre-Fab with Terrace	02	26400	5165	400	20835
2	Category – B	Concrete structures	36	6600	1291	100	5209
Total			38				

10. Voter ID No				
11. Occupation Details				
12. Nationality		13. Domicile		

14. Address for Correspondence

a. House No		b. Street/Village																								
c. Post Office		d. Block/ULB																								
e. Police Station		f. District																								
g. State		h. PIN Code																								
i. Telephone No (with STD Code)	<table border="1"> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </table>																									
j. Mobile (for SMS Service)	<table border="1"> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </table>																									
h. e-Mail ID (for intimation)																										

15. Permanent Address (It may not be filled up, if permanent Address is same as correspondence Address)

a. House No		b. Street/Village														
c. Post Office		d. Block/ULB														
e. Police Station		f. District														
g. State		h. PIN Code														
i. Telephone No (with STD Code)	<table border="1"> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </table>															

16. Details of Family Members

SL No.	Name of the Family Member	Gender	Age	Marital Status	Relationship with applicant
1.					
2.					
3.					
4.					
5.					

17. Nominees Details in order of Preference

Sl No.	Name of the Nominee	Age	Occupation	Relationship with applicant	Annual Income
1.					
2.					

3.					
----	--	--	--	--	--

18. Payment Particulars

Payment towards Brochure Cost/Application Fee	Name of the Bank	Date of Deposit (DD/MM/YY)	Deposited Amount (in INR)

Payment towards EMD	Name of the Bank	Date of Deposit (DD/MM/YY)	Deposited Amount (in INR)

19. GSTIN (for firms):.....

I have gone through the terms and conditions of the brochure, the application form and the affidavit format and understood the content and consequences thereof and I filled in the application with the undertaking to abide by the same. I do hereby undertake to abide by all the terms & conditions prescribed by Cuttack Municipal Corporation (CMC) for this scheme.

I also undertake that in the event of any information submitted above is found misleading and false in future or in the event of double allotment in favor of my family the authority will be at liberty to cancel the allotment and forfeit the entire amount deposited by me.

Further, I also undertake to deposit Earnest Money Deposit amount as per condition of Brochure cum Application form. Responsibility of delayed submission or submission of an amount less than EMD will be rejected and CMC will not be held liable for same.

I declare that the above statement is true and correct to the best of my knowledge and belief.

Date:

Full signature of the Applicant

CONSENT FORM ON A NON-JUDICIAL Rs. 10 STAMP PAPER

I, Smt./Shri _____, aged about _____ years, resident of Village _____, P.S. _____, District _____, and at present residing at _____, by profession _____, do hereby solemnly affirm and declare as follows:

That, if selected for occupation of a shop for the period as mentioned in the application/brochure, I hereby give my consent to occupy the shop allotted to me at Barabati Food Court under Cuttack Municipal Corporation (CMC).

I further undertake that in the event of my failure to occupy the allotted shop within the stipulated time, the competent authority shall be at liberty to initiate appropriate legal proceedings and/or take action as permissible under law, including cancellation of allotment and forfeiture of any applicable deposits.

I declare that the above statement is true and correct to the best of my knowledge and belief.

Name of the Applicant:

Category of Shop:

Date:

Full signature of the applicant

Place:

ANNEXURE-4

FORMAT OF AFFIDAVIT

(For Successful Applicants Only)

In the court of Shri
(Executive Magistrate/ Notary Public)

I Smt/Shriaged about.....years D/o/W/o/S/o of Smt/Shri
..... permanent resident of
P.O..... P.S..... Dist.....at present residing at.....
P.O. P.S. Dist do hereby solemnly affirm,

1. That the following persons are the members of my family and related to me as noted in the statements given below:

Sl. No.	Full name	Age	Marital Status	Relationship with applicant

2. That I or any member of my family (spouse and minor children) as noted in the statement above own or possess the following shops/ commercial space allotted by CDA.

Sl. No.	Name of the owner	Shop Details (Category & Shop no)	Mode of Acquisition of Property	Allotment Authority/ Transferor	Year of allotment

3. That I or any member of my family (spouse and minor children) as noted in the statement above do not own or possess any shops/ commercial space allotted by Cuttack Municipal Corporation (CMC).
4. That I and my family members have not sold/ transferred any shop/commercial space previously allotted by the Cuttack Municipal Corporation (CMC).
5. That I have not suppressed any material fact and in case any material fact found false in future in connection with the affidavit and/or in support of the contentions made in the affidavit, I shall be held responsible before the Court of Law including Criminal liability.
6. That the facts stated above are true to the best of my knowledge and the affidavit is required to be produced before the CMC.

Signature of the Applicant

Smt/Shriaged..... years, resident of VillagePS
..... District ofat presentby professionwho is identified
by SriAdvocate appears before me and stated on oath/ solemnly declared the contents of
this affidavit are true to the best of his/ her knowledge.

Executive Magistrate/ Notary Public

ANNEXURE- 5

Financial Capacity of the Applicant duly certified by Chartered Accountant

Sl. No.	Financial Year	Annual Turnover
1.	2022-23	
2.	2023-24	
3.	2024-25	
4.	Average	

Certificate from the Statutory Auditor

This is to certify that(name of the Applicant) has received the payments shown above against the respective years on account of professional fees. And the Average Turnover of the Firm from professional fees in the last three years is Rs._____. (In words)

Name of the audit firm:

Seal of the audit firm:

Date:

(Signature, name and designation of the authorized signatory)

Note: In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

ANNEXTURE-6
AFFIDAVIT (To be executed on Non-Judicial Rs. 10 Stamp Paper)
For Undertaking for Non-blacklisting/debarred

I, Smt./Shri _____, aged about _____ years, resident of _____, do hereby solemnly affirm and state as follows:

1. That I am the applicant for allotment of a food shop under Barabati Food Court, Cuttack Municipal Corporation (CMC) and am fully competent to swear this affidavit.
2. That I have not been blacklisted, debarred, or banned by any Central Government, State Government, Municipal Authority, or any other Government organization/institution in India as on date.
3. That no criminal case relating to food safety, fraud, misrepresentation, or any other offence is pending against me before any court of law.
4. That I have not been involved in any activity that may adversely affect the reputation or functioning of the Barabati Food Court, CMC.
5. That the information furnished by me in my application and this affidavit is true and correct to the best of my knowledge and belief.
6. That in case any statement made herein is found to be false or incorrect at any stage, the Cuttack Municipal Corporation (CMC) shall have the right to cancel my allotment/selection and take appropriate legal action as deemed fit under law.

Name:

Place:

Date:

Signature of the Applicant (Deponent)