



Chandigarh Industrial & Tourism Development Corporation Limited
CIN: U45202CH1974SGC003415

Regd Office: SCO – 121-122, Sector 17-B, Chandigarh – 160017
Phone No. 0172 – 4644430-31-32-33-34, 2704761, Fax No. 0172-4644441
Email: info@citcochandigarh.com, Website: www.citcochandigarh.com

SHORT E-TENDER NOTICE

CITCO invites e-bids for Licensing out space (measuring area 8x5 feet approx.) for managing Frozen Yogurt and allied items counter at Chef Lakeview.

Tender documents are available on Chandigarh Administration website <http://etenders.chd.nic.in> for online participation. Last date of loading/Uploading of e-Tenders is **15.06.2018 upto 3:00 P.M.**

M.D reserves the right to reject any or all tenders without assigning any reason.

CHIEF GENERAL MANAGER



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E-TENDER NOTICE

CITCO invites e-bids for allotment of open space (measuring area 8x5 sq. feet approx.) for managing Frozen Yogurt and allied items counter at Chef Lakeview on monthly license fee basis.

ELIGIBILITY CRITERIA

1. The Bidder/tenderer should have (3) three years experience of managing & operating Frozen Yogurt and allied items counter in Tricity i.e in Chandigarh, Panchkula or Mohali. Interested parties are advised to visit the site (Lake) before submitting the tender. For more detail, please contact Manager, Chef Lakeview, Chandigarh Ph: 0172-2741266, Mobile No. 9872090966 (Mr. Sandeep Kapoor, S.Manager)

TERMS AND CONDITIONS:-

2. The Terms and conditions hereinafter regulate the allotment of space/area for managing & operating Frozen Yogurt and allied items counter at Chef Lakeview on license basis (hereinafter referred to as 'Space' situated at the Chef Lakeview, Sukhna Lake). Space can be seen by visiting the site after contacting S.Manager, Chef Lakeview (Ph. No. 2741266 & 4647928).
3. In these terms and conditions unless the context otherwise required.
 - i) "Licensor"/"Corporation" means the Chandigarh Industrial & Tourism Development Corporation Ltd., Chandigarh.
 - ii) "Licensee" means, a person, a firm, or a company to whom the space is allotted on license basis.
 - iii) "License fee" means, the sum of money payable by the licensee in accordance with the terms and conditions of the license in respect of the space allotted by the licensor.
 - iv) "License" means, the allotment letter containing detailed terms and conditions of allotment of the space.
4. The tender must be accompanied by the scanned copy of Pay Order/Demand Draft of an earnest money of Rs.35,000/- (Rupees Thirty five Thousand Only) of any Scheduled Bank drawn in favour of "CITCO", Chandigarh. The amount of earnest money shall not be accepted through cheque. The amount of earnest money, if any, lying

with the Corporation or any other pending amount will not be adjusted against the present tender. The original Pay Order/Demand Draft should be physically submitted by the tenderer before the time of opening of financial bid.

5. E-bids are invited online under two way tendering process i.e. Technical Bid and Financial Bid separately. After scrutiny of the information received in Technical Bid, clarifications, if any, wherever necessary, will be obtained from the party. After necessary appraisal of the party's experience and technical expertise, technical short-listing will be done. Consequently, Financial Bid will be opened in respect of only those tenderers, who are found technically eligible, based upon assessment made of credentials etc. of the tenderer based upon information given in Technical Bid. The persons/agencies/parties giving Technical Bid should give maximum information regarding them and Technical capabilities as they deem fit. The decision of the Management in this regard shall be final and binding.
6. The allotment shall normally be made to any individual/firm/Company, who is technically evaluated to meet the criteria for selection & quoting highest financial bid for the monthly license fee.
7. As "space licensing" attracts provision of GST, the tenderer must clearly indicate this element separately in the tender form (Financial Bid)
8. The License period shall be for a period of 3 (Three) years.
9. The space/premises are and shall be deemed to be "public premises" as defined in the Public Premises (Eviction of Unauthorized Occupants) Act or any amendment thereof.
10. The licensee will have to deposit interest free security equal to 6 (six) months determined license fee, less the earnest money Rs.35,000/- (Rupees Thirty Five Thousand only) within 7 days from the date of allotment letter. Failure to deposit the interest free security within 7 days of allotment of space, the amount of Rs.35,000/- on account of earnest money deposited by Licensee shall stand forfeited.
11. After every one year, the amount of license fee shall stand increased by 10% of the immediately preceding monthly license fee in respect of the said space. In case, the licensee fails to pay the license fee/increased license fee, as the case may be, by the due date, he shall without prejudice to the other rights and remedies of the license, be liable to pay penal interest @ 18% per annum on the outstanding dues.
12. The Licensee shall pay to the Corporation towards agreed monthly license fee plus GST by 7th of every month/each month. No part payment will be accepted under any circumstances. If default is made in paying the said amount in time interest @ 18% shall be chargeable

from the due date to the actual date of payment, apart from other punitive action such as disconnection of electricity, if any etc.

13. The licensor reserves the rights to terminate the license of the licensee at any time after handing over the possession of the said space by expressly serving upon the licensee two months notice to that effect and the licensee shall be liable to hand over the vacant possession of the said space by the date as stipulated in the notice. The licensee may, however, surrender the space allotted to him during the license period by giving two months notice in writing to the licensor.
14. The Licensee will be allowed to manage & operate Frozen Yogurt and allied items counter at reasonable rates. The licensee will be allowed to sell only those items which are Yogurt based but will not be allowed to sell items in competition with the items being sold by the Corporation at Chef Lakeview.

Further, the licensee will have to display the menu along with the selling price (as the case may be) of Frozen Yogurt and allied items at the Counter for the convenience of public. In case, the rates are not displayed then either penalty ranging from 1% to 3% of the license fee will be imposed or contract will be terminated by expressly serving upon the licensee one month's notice at the discretion of the Corporation.

Further, the customers shall be charged reasonable rates for selling Frozen Yogurt and allied items counter. In the event of any complaint, CITCO can initiate the suitable action for termination of the arrangement with a notice period of one month or immediately, as the case may be, in case the situation on any account so warrants during the currency of the arrangement for any reason which may not be conducive for the affairs in any manner.

15. The Corporation will not entertain any request for increase of rates of items on account of natural calamity, strike or any other reason whatsoever during the contract period. However, any new tax imposed during the currency of contract or any increase/ decrease in tax will be considered.
16. It will be the responsibility of the Licensee at all times to keep and maintain the Frozen Yogurt and allied items counter and nearby area in a proper state of cleanliness to the satisfaction of the Corporation or his officers and employees duly authorized by CITCO in this behalf.

In case, if any complaint regarding unhygienic/unclean space/ area at Frozen Yogurt Counter will be received from any person and the agency found responsible of such violation, then a penalty ranges from Rs.2000/- to Rs.10,000/- shall be imposed on the agency at the discretion of M.D, at the first instance. In case of repeated violations on the part of agency, then a penalty equivalent to 3 times OR 5 times OR

10 times of the above said penalty amount shall be imposed on the agency at the discretion of M.D.

17. The licensee will be provided a separate electricity sub meter for the space allotted and shall be responsible to pay his share of electricity charges to the concerned authority at the rates as may be applicable from time to time.
18. The Licensee shall make prompt payment of electricity charges to the authorities concerned and shall pay all arrears, if any, before vacating the said space on the termination of license or resumption of the said space. It shall be lawful for the licensor to order adjustment of arrears on account of electricity and telephone charges and any other dues outstanding against the licensee from the amount of the interest free security deposit.
19. The Licensee will ensure compliance of all Statutory Acts, Rules, Regulations of Central Govt. & Chandigarh Administration as notified from time to time including FSSAI License.
20. The licensee will be liable to pay all such fees, taxes etc. in respect of the space as the Government may levy from time to time under any law.
21. On surrendering the space by the licensee, the licensee shall pay all the dues on account of license fee, electricity charges, telephone charges and other dues for the period ending with the date of handing over the possession to the licensor. The interest free security shall be refunded to the licensee after adjusting the amount, if any, due from the licensee.
22. The Licensee will be entitled to carry out the authorized trade for which the space has been allotted to him, on the days and during the hours to be determined by the Licensor from time to time. No licensee shall be entitled or permitted to use the space for residential purpose or for the sale of any food stuff which is being sold by CITCO and other licensees at Chef Lakeview. Any changes in the authorized trade shall be only with the permission in writing of the Licensor.
23. The licensor shall not be liable to pay any compensation or damages to the licensee on account of breakdown of water supply, electricity and any other service beyond the control of the licensor.
24. The Licensee will not employ for work or otherwise allow any person at the said space who is not of good character and behavior and/or suffering from any contagious/ infectious disease or if not suitably attired or otherwise unsuitable to be seen at the location of the Frozen Yogurts Counter.

25. Nothing shall be done, permitted or committed by the licensee, contrary to any provision made by or under any statute or law for the time being in force.
26. The Licensee will not do or be permitted to do any act, which may invalidate or in any way affect the space/premises wherein the said Counter is located.
27. The licensor shall not be responsible for any loss of stocks and any other moveable property of the licensee on account of theft, fire and natural calamities and due to other reasons beyond the control of the licensor. The licensee shall, therefore, at his discretion get this risk covered through Insurance.
28. The Licensee will at all times keep and maintain the said space in a proper state of cleanliness to the satisfaction of the licensor or his officers and servants duly authorized by him in this behalf.
29. The Licensee shall not make any alterations or additions to the said space without obtaining prior written approval of the Licensor or remove there from any of the Licensor's fixtures or fittings therein.
30. The Licensee shall not do or permit to be done by any act, which may invalidate or in any way affect the insurance of the building or property wherein the said Frozen Yogurt Counter.
31. In the event of any damage/or injury being caused to the said space or any property of the licensor by the licensee or his servants or agents or any one upon the said space with the acceptance or implied consent of the Licensee shall at its own expense make good all such damage or injury and in the event of his failure to do so within seven days after occurrence of the such damage, the Licensor may make good such injury/damage and the Licensee shall indemnify the Licensor against all such costs and charges and expenses in respect thereof.
32. The Licensee will not store any empty packing cases or baskets or any goods or any other material on any projection or the building or on the open space in front of the same. The Licensee will not make any addition or alteration on any part of the space without the prior permission in writing of the licensor.
33. The Licensee shall not sublet, assign or part with possession of the said space or any part thereof for the licensed space.
34. The Licensor may through his officers and servants, at all reasonable times and in a reasonable manner enter in an upon any part of the said premises for the purpose of ascertaining that the licensee is duly observing the conditions of the license, ordinarily, 24 hours notice will be deemed to be a reasonable notice.

35. The licensee may install and operate Music/ Public Address System within the premises as per Rules, Regulations, Guidelines issued/ notified from time to time by the Chandigarh Administration.
36. The Licensee before taking over the possession of the space shall furnish such number of post dated cheques equivalent 12th months license fee in advance to the Manager (CLV) to ensure timely deposit of license fee. In case of bouncing of cheque for any reasons, penal interest @ 18% as indicated hereinbefore shall be charged by the Licensor from the Licensee as penalty. The Licensor, however, reserves the right to initiate criminal proceedings under the Negotiable Instruments Act and other rights and remedies as may be available to the Corporation.
37. In the event of non-payment of the license fee or non-use of such premises by the due or extended date not exceeding 60 days or breach or non-observance by the licensee or any of the conditions of the licensee, it shall be lawful for the licensor notwithstanding the waiver of any previous cause or right for re-entry to terminate the license and enter into and to re-possess, retain and enjoy the same as of his former estate and the licensee will not be entitled to any compensation, what so ever on account of such resumption.

Provided that on sufficient cause being shown, the licensor may for reasons to be recorded in writing instead of terminating the license on the ground of default in payment of license fee allow the payment to be made with penalty not exceeding the due amount but not less than Rs.5000/-within such period, not exceeding six months on the whole, as he may deem reasonable. The amount of penalty shall, however, be in addition to the payment of penal interest @ 18% per annum as specified herein before.

38. On the termination/ expiry of license under any of the terms and conditions of the license:-
 - i) The Licensee will deliver the vacant possession of the space its original state to the licensor, failing which the space shall be got vacated in accordance with the provisions contained in the Public Premises (Eviction of unauthorized Occupants) Act, 1971. The cost of damages, if any, to the premises or fixtures shall be recovered from the licensee.
 - ii) The amount of interest free security lying at the credit of the licensee after adjusting all the dues shall, however, be refunded to him.
39. The Managing Director of the Corporation may impose additional terms and conditions as may be required in the best interest of the Corporation.

40. In case, if the successful bidder/ allottee gives notice for surrendering the space/area or for termination of contract/license for any reason (other than those which are beyond the control of the successful bidder/allottee) with 1 year from the date of allotment or had given notice for surrender/termination in the past relating to concerned trade, then the said successful bidder/ allottee will not participate in the current/same tender for the next 03 (three) financial years including the financial year in which the said notice was given. Meaning thereby that the said successful bidder/ allottee will be debarred from participation in the current tender for the next 03 (three) financial years including the financial year in which the said notice was given.
41. In case if the successful bidder/allottee fails to take over the possession of the space within the stipulated period and gives notice for surrendering the space/area for termination of contract/license then the second highest bidder may be considered for allotment of shop/space at the sole discretion of Managing Director, CITCO.
42. In the event of any dispute, difference or question arising out of or in respect of this agreement or breach of any terms thereof or in any manner whatsoever in connection with it, the same shall be referred to the Sole Arbitrator, i.e the Managing Director, CITCO or any person appointed by him. The decision or award so given shall be binding on the parties. Courts at Chandigarh shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.
43. Subject to the arbitration clause, the Courts at Chandigarh shall have the exclusive jurisdiction.

SIGNATURE OF TENDERER
WITH SEAL & DATE

CHIEF GENERAL MANAGER

Technical Bid

Sr.No.	Particulars	
1	Earnest Money Deposit details like (DD No., Date and Amount)	
2	Name, Address, Telephone, Email ID of the Applicant	
3	Status of the applicant i.e Individual, Firm, Company along with proof	
4	PAN No., GST No. & IEC No. If any	
5	Proposed trade / Activity to be carried out (Brief Description thereof)	
6	Submit document regarding experience of managing & operating Frozen Yogurt and allied items counter in Tricity i.e in Chandigarh, Panchkula or Mohali	
7	Any other information, if any.	

PROCEDURE FOR E-TENDERING

1. The Bids shall be received electronically only through the website **etenders.chd.nic.in/nicgep**.
2. Bid Document can be downloaded from the website of Chandigarh Administration <http://etenders.chd.nic.in/nicgep>.
3. The Bidders shall have to submit their Bids(Technical Bid & Financial Bid) online in Electronic Format with Digital Signatures. For participation in the e-tendering process, the Bidders need to register themselves on <http://etenders.chd.nic.in/nicgep>. On registration they will be provided with a User ID and a system generated password enabling them to submit their Bids online using Digital System Certificate (DSC).
4. The Bids shall be uploaded in Electronic Format on the website <http://etenders.chd.nic.in/nicgep>. Scanned copies of Earnest Money Deposit, Document and Eligibility Documents shall also be uploaded alongwith with Technical Bid within prescribed time limit.
5. EMD in original as uploaded by the Bidder shall be placed in the manner as described in the Bid Document and shall be submitted in person by the specified date and time in Industrial Wing(4th floor), Head Office, CITCO, SCO 121-122, Sector 17-B, Chandigarh. The Agency who fails to submit the EMD as mentioned above, in physical form on or before the prescribed date will be declared as ineligible and the Bid submitted by them shall be declared as invalid.
6. The Agency has to produce the original documents as and when asked for by Industrial Wing(4th floor), CITCO. The failure of the Agency to furnish the said original documents will entail summarily rejection of its tender.
7. Instructions to Bidders regarding e-tendering process:
 - a) Tenders without digital signatures will not be accepted by the Electronic Tendering system. **No Tender will be accepted in physical form and in case it has been submitted in the physical form it shall be rejected summarily.**
 - b) Bids will be opened online as per time schedule mentioned above.
 - c) Before submission of online Bids, Bidders must ensure that scanned copies of all the necessary documents have been uploaded with the Bid.
 - d) It will be mandatory for all the Bidders to upload all the documents mentioned under 'Tender Details' template
 - e) CITCO will not be responsible for any delay in online submission of the Bids due to any reason whatsoever.
 - f) The details of EMD specified in the Tender documents should be the same as submitted online (scanned copies) otherwise tender will be rejected summarily.
8. For any technical issue related to Electronic Tendering Portal, Bidders may contract IT Cell, the Department of Information Technology (DIT), Additional Deluxe Building, 5th floor, Sector 9, Chandigarh or email at etender@chd.nic.in, Phone No,0172-2740641. 0172-2740003