



**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](mailto:info@citcochandigarh.com), Website: [www.citcochandigarh.gov.in](http://www.citcochandigarh.gov.in)

**E-TENDER NOTICE**

CITCO intends to license out space for running a canteen at Sales Depot, Plot No.181/1-2, Indl.Area, Phase-I, Chandigarh. Interested parties having minimum experience of running canteen/cafeteria/eating joint for a period of 3 years may apply.

Detailed tender document can be downloaded/uploaded from website : <http://etenders.chd.nic.in>. Last date of loading/Uploading of e-Tenders is 23.05.2018 **upto 3:00 P.M.**

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

CHIEF GENERAL MANAGER



**Chandigarh Industrial & Tourism Development Corporation Limited**

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**TERMS & CONDITIONS FOR THE ALLOTMENT OF EXISTING CANTEEN AT SALES DEPOT, CITCO, 181/1 & 2, INDUSTRIAL AREA, PHASE-I, CHANDIGARH.**

- 1) In these terms and conditions unless the context otherwise required.
  - i) “Licensor”/Corporation means the Chandigarh Industrial & Tourism Development Corporation Ltd., Chandigarh.
  - ii) “Licensee” /”party” means a person, a firm or a company to whom the said canteen is allotted on license basis.
  - iii) “License fee” means the sum of money payable monthly by the licensee in accordance with the terms and conditions of the license in respect of the canteen/premises allotted by the licensor.
  - iv) “Licensee” means the allotment letter containing detailed terms and conditions of allotment of the canteen/premises/space.
- 2) The Area of the space of the Canteen at Sales Depot is approx. 30 sq.ft.
- 3) The space/canteen/premises shall be deemed to be public premises as defined in the Public Premises (Eviction of unauthorized occupants) Act. Now in force and the said act or any other act touching the subject that may hereinafter come into force and the rules framed there-under.
- 4) **Eligibility Criteria**
  - a) The bidder should have two (2) years experience of running Canteen/ Cafeteria eating joint in tricity i.e. Chandigarh, Panchkula and Mohali for the last two (2) years.

For the purpose, the bidder will submit the contract letter or experience certificate by 3rd party regarding the above said experience.
  - b) Turnover from running/ operating Canteen/ Cafeteria/ Eating joint in tricity should not be less than Rs.2.50 Lacs annually in the immediate preceding last 2 financial years ended 31.03.2018.

For the purpose, please attach certificate showing turnover from running/ operating Canteen/ Cafeteria/ Eating joint in tricity for last 2 years duly certified by Practicing Chartered Accountant or any other related proof.

- 5) E-bids are invited online i.e. Technical Bid and Financial Bid separately. After scrutiny of the information received in Technical Bid, clarifications, if any wherever necessary, regarding the documents submitted in the technical bid, will be obtained from the bidder. 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. The decision of the Management in this regard shall be final and binding.

The allotment shall normally be made to bidder quoting highest bid for the monthly license fee.

- 6) The initial license period shall be for a period of three years.
- 7) The bid must be accompanied by Pay Order/Demand Draft of an earnest money of Rs.10,000/- (Rupees ten thousand only) of any Scheduled Bank drawn in favour of "CITCO" and payable at "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.
- 8) The licensee will have to deposit interest free security equivalent to three month's license fee within 7 days from the date of allotment letter. Failure to deposit interest free security within 7 days from the date of allotment of space, the allotment shall be cancelled.
- 9) The license fee shall be increased by 10% annually of the immediately preceding monthly license fee/increased license fee. In case the licensee fails to pay the license fee/increased license fee, as the case may be, by the due date, the licensee without prejudice to the other rights and remedies of the license, be liable to pay penal interest @ 18% per annum on the outstanding dues.
- 10) Timings/Functioning of the canteen will be from 8.00 A.M. to 9.00 P.M. during winter and 8.00 A.M. to 10.00 P.M. during summer season.
- 11) The licensee shall pay to the Corporation agreed monthly license fee + GST by 7th of every 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, telephone etc., if any.
- 12) 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

servicing upon the licensee three month's 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 can similarly also surrender the space allotted to him during the license period by giving three month notice in writing to the licensor.

- 13) The Corporation shall not be in any manner concerned with the internal affairs of the licensee i.e. dispute and dissolution etc. or affairs concerning any other (third) party that licensee may have.
- 14) The licensee will be provided a separate electricity sub meter for the space allotted to him and shall be responsible to pay his share of electricity charges at the rates as may be applicable from time to time. In case the licensee fails to pay the said charges/other dues, as the case may be, by the due date, the licensee will without prejudice to the other rights and remedies of license be liable to pay penal interest @ 18% p.a. on the outstanding dues.
- 15) The licensee shall make prompt payments of electricity charges to the authority concerned and shall pay all arrears, if any, before vacating the said space/premises on the termination of license or resumption of the said space. It shall be lawful for the licensor to orders adjustments of arrears on account of electricity and any other charges outstanding against the licensee from the amount of the interest free security deposit.
- 16) 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 due to other reasons beyond the control of the licensee. The licensee shall, therefore, at his discretion get this risk covered through insurance.
- 17) The licensee will have to procure at its own cost, food safety license for running their Canteen in the allotted space. The Licensee will procure the License at its cost and expense as per the prevailing laws.
- 18) The licensee will at all times keep and maintain the said premises in proper state of cleanliness to the satisfaction of the licensor or through his Officers and official(s) duly authorized by the licensor in this behalf.
- 19) The Licensor shall not be liable to pay any compensation or damages to the licensee on account of breakdown, water supply/electricity and any other service beyond the control of the Licensor.
- 20) The area in front of the said premises shall not be encroached upon and used or allowed to be encroached upon or used for any purpose by the licensee.
- 21) The licensee will be liable to pay all such fee, taxes etc. in respect of the space, the Govt. may levy from time to time under any law.

- 22) The licensee shall not sublet, assign or part with the possession of the said premises or any part thereof.
- 23) The licensee shall be responsible for the sale of hygienic snacks / meals at the space/canteen/premises and charge reasonable rates. The Licensee shall have Food License from the concerned authorities under Food Safety Act.
- 24) The licensee shall not be entitled or permitted to use the space for residential purpose. Any change in utilizing the space shall be made only with the prior permission in writing of the licensor/corporation.
- 25) On surrendering the space by the licensee, the party will have to clear all the dues on account of license fee, electricity charges and other dues for the period ending 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.
- 26) 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 area in front of the said space allotted to him. Licensee will not make any addition or alteration on any part of the space without the prior permission in writing of the licensor.
- 27) The licensee shall not make any alterations or additions to the said space without written approval of the Licensor or remove there from any of the Licensor's fixtures or fittings therein.
- 28) The licensee shall not employ for work or otherwise allow any person at the said space who is not of good character and behaviour and/or suffering from any contagious infectious disease or if not suitably attired or otherwise unsuitable to be seen in a properly wherein the said space is located.
- 29) The Licensee before taking over the possession of the space shall furnish such number of post dated cheques equivalent to 12th months license fee in advance to Manager, Sales Depot 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.
- 30) In the event of any damage being caused to the said space or any property of the licensor by the licensee or his servants 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 7 days after occurrence of the such damage, the licensor may make good such injury/damage and licensee

will be indemnify the licensor against all such costs and charges and expenses in respect thereof.

- 31) The licensee shall not do or permit to be done any act, which may invalidate or in any way affect the insurance of the building or property herein the said space is located.
- 32) With prejudice to the generality of the foregoing conditions, the licensor or any other officer authorized in writing by him in this behalf shall have free access to the space for undertaking the repairs of the premises.
- 33) The licensee will not install and operate any public address system or any other media in the premises/ space allotted to the licensee which may cause disturbance to the public.
- 34) In the event of the death of the original licensee, it shall be incumbent upon the legal heirs of the deceased original licensee to get the will (if any) probated from the court of the competent jurisdiction and then apply to the licensor for grant of transfer of license in their favour, which shall be granted only if the legal heirs undertake to comply with all the terms & conditions given herein.
- 35) In the event of non-payment of the license fee or non use of such premises by the due or extended date not exceeding 30 days or breach or non observance by the licensee of any of the conditions of the license, 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 retain and enjoy the same as of his former estate and the licensee will not entitled to any compensation whatsoever 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 two months on the whole as he may deemed reasonable. The amount of penalty shall, however, be in addition to the payment of penal interest @ 18% per annum as specified herein before.
- 36) On the termination of license under any of the terms and conditions of license:
  - (i) The licensee will deliver the vacant possession of space in 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 fixture 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.
- 37) The Managing Director of the Corporation may impose additional terms and conditions as may be required in the best interest of the corporation.
- 38) In the event of any question, dispute or difference arising out of this license or in any manner touching the license and the solution of which is not expressly provided in the license agreement, the same shall be referred to the sole arbitration of the Managing Director of the Chandigarh Industrial & Tourism Development Corporation Ltd., Chandigarh or any other person appointed by him. The award of the Managing Director of the Corporation or his nominee shall be final and binding on the party to the license.
- 39) Subject to arbitration clause, the court of Chandigarh shall have exclusive jurisdiction.

Chief General Manager

## TECHNICAL BID

- A. Earnest Money Deposit i.e Bank Name, Amount, DD No.
- B.
  - 1. Details of Tenderer - Name, Father's Name, Full address, Date of incorporation, contact number
  - 2. Copy of PAN Card.
  - 3. Copy of GST No.
  - 4. Submit document regarding experience of managing/ operating Sale Depot Canteen as per clause 4 (a) of the tender.
  - 5. Submit CA certificate showing turnover from running/ operating Canteen/ Cafeteria/ eating joint in tricity for last 2 years as per clause 4 (b) of the tender.



## PROCEDURE FOR E-TENDERING

1. The Bids shall be received electronically only through the website **[etenders.chd.nic.in/nicgep](http://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(4<sup>th</sup> 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 (4<sup>th</sup> 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, 5<sup>th</sup> floor, Sector 9, Chandigarh or email at **[etender@chd.nic.in](mailto:etender@chd.nic.in)**, Phone No. 0172-2740641. 0172-2740003