

## **TENDER NOTICE FOR E-TENDERING**

CITCO invites e-tenders/e-bids for the allotment of space for setting up of Pollution Check Centre at following location:-

Sr. No.	Particular	Area/Space (Sq.ft.)	Location	Last date & time of uploading of e-tender upto 6:00PM	Date & time of opening of e-tender Upto10:00 AM
1.	E-Tender for setting up of Pollution Check Centre	4x6` (24Sq.ft)	CITCO PetrolStation, Sector-38 (West), Chd.	25.7.2018	26.7.2018

Tender documents are available on Chandigarh Administration website: <http://etenders.chd.nic.in> for online participation.

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

MANAGING DIRECTOR



**Chandigarh Industrial & Tourism Development Corporation Limited**

CIN: U45202CH1974SGC003415

Regd. Office: SCO – 121-122, Sector 17-B, Chandigarh – 160017

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**E-tender for the allotment of space for setting up of Pollution Check Centre**

CITCO invited e-bids for licensing out space for setting up of Pollution Check Centre at CITCO Petrol Station, Sector-38 (W), Chandigarh. (measuring area 24 Sq.ft. approx.)

Tenders are invited online under two way tendering process i.e. Technical and Financial Bid separately. Space/area are being offered on "as is where is basis". Therefore, the bidder may visit the site in advance and assess the proposed area for setting up of Pollution Check Centre before applying the tender. For more detail, please contact Supervisor, CITCO Petrol Station, Sector-38 (West) and Manager (Petrol Station).

Financial Bids of only those agencies will be opened whose Trade as mentioned in the Technical Bid is found to be in order i.e. it is not prejudicial or detrimental to the financial/operational interest of CITCO Petrol Station. The said decision shall be binding in all respects on the Tender.

**Eligibility criteria:**

1. The licensee should have requisite equipment, expertise in the trade and having 05 year experience for operating the Pollution Check Centre.
2. The licensee shall have minimum qualification of ITI in Motor Mechanic/Auto Mechanic/ Scooter Mechanic/Diesel Mechanic or its equivalent and should be in regular employment of the concerned Centre.
3. The Licensee shall have to submit valid letter issued by the STA, Chandigarh, authorized them to perform them to Pollution Check Petrol/Diesel driven vehicles and issue pollution Certificate thereon of other sites being managed by the tenderer.

**TERMS & CONDITIONS**

1. In these terms and conditions unless the context otherwise required.
  - i) "Licensor" / "Corporation" means the Chandigarh Industrial & tourism Development Corporation Ltd. Chandigarh (CITCO).
  - 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 details terms and conditions of allotment of the space on license basis.
  - v) "License agreement" means an agreement containing the terms and conditions on which the space for Pollution Check Centre.
2. The terms and conditions herein after regulate for the allotment of space measuring an area of 4'x6' (24sq.ft) for setting up of Pollution Check Centre at Petrol Station, Sector-38 (W), Chandigarh.
  3. The e-bids must be accompanied by the scanned copy of 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" in any scheduled Bank at Chandigarh. Original Pay Order/Demand Draft of EMD should be physically submitted by the tenderer to Manager (Petrol Station)/Petrol Station Branch at Head Office. Earnest money shall not be accepted through cheque. Any amount lying with the Corporation on any other account will not be allowed to be adjusted against EMD for the present tender.

The earnest money shall be refundable to the unsuccessful bidder. In case of successful allotment, it shall be adjusted against the interest free security deposit. The earnest money shall, however, stand forfeited in case the bidder failed to deposit security within the stipulated period or withdraws his offer after opening of the bid but prior to the final allotment of the space.

4. E-bids are to be submitted under two ways tendering process i.e. Technical Bid and Financial Bid. After scrutiny of the information received in Technical Bid, clarification, if any, where ever necessary, will be obtained from the party. After necessary appraisal of the party's experience and Technical expertise, technical short-listing will done. Consequently, "Financial Bid will be opened in respect of only those tenderers who are found technically suitable, 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.
5. The bidder should have requisite equipment and expertise in the trade. The Pollution Check Centre shall procure and use only that make of Exhaust Gas Analyzer, which is approved as per rule 116 (3) of Central Motor Vehicles Rules, 1989. The Pollution Check Centre shall also procure and use Computer, Web Camera, Inkjet Printer and other accessories.

6. The monthly license fee shall required to be deposit every month in advance but not later by 7<sup>th</sup> of each month. In case of default in making payment in time interest @ 18% P.A shall be charged from the due date. `
7. The EMD received along with tender shall be kept as Interest free security from the successful bidder during the period of license. The Security stand forfeited in case the bidder fails to take over the possession of the space within 7 days from the allotment of the space offer to him.
8. The license period for the space shall be initially for three years. The same shall be extendable by two years on year to year basis subject to satisfactory performance etc.
9. The license fee shall increase by 10% every year over the immediately preceding monthly license fee in respect of the 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.
10. During working hours the Licensee shall ensure easy exit of vehicles at the site.
11. Any levy Tax etc. imposed by the any authority during the currency of the contract shall be borne by the Licensee.
12. The Licensee shall have to submit valid letter from the State Transport Authority, Chandigarh authorizing them to perform them to Pollution Check Petrol/Diesel driven vehicles and issue pollution certificate thereon. This Authority letter should be submitted within one month from the date of allotment letter failing which the EMD shall be liable to be forfeited.
13. The Licensee shall abide by the instructions terms and conditions for the Pollution Check Centre, as may be issued by the State Transport Authority, Chandigarh fromtime to time.
14. The allotment of space can be withdrawn by Licensor without notice in case of any serious lapses are noticed or authorization is cancelled by STA. Further, the Licensor reserves the right to cancel the contract by giving one month notice. The licensee may also surrender space for Pollution Check Centre allotted to him during the License period by giving one month notice in writing to the licensor.
15. Space for setting-up of Pollution Check Centre attracts provision of GST. TheTenderer must only indicate the Monthly License Fees. The actual payment to be made will consist of the said Monthly License fees together with additional levy of GST as per rates prevailing from time to time.

16. The Licensee shall be provided an electricity point for operation of Pollution Check Centre by a licensor. Charges for the same shall be borne by licensee.
17. The space/premises are & shall be deemed to be "public premises" as defined in the public premises (Eviction of Unauthorized Occupants) Act now in force & the said Act or any others Act touching the subject that may hereinafter come into force & the rules framed there under.
18. No activity other than Pollution Check Centre shall be allowed at the allotted space.
19. The Pollution Check Centre facility shall be provided from 6.00 A.M. to 10.00 P.M.
20. On surrendering the space by the licensee they shall pay all the dues on account of license fee 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.
21. The licensor shall not be liable to pay any compensation or damages to the licensee on account of breakdown of water, electricity & any other service beyond the control of the licensor.
22. The licensor shall not be responsible for any loss of stocks and any other removable 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 therefore, at his discretion gets this risk covered through insurance.
23. The licensee will not store any empty cases or baskets or any goods or any other materials on any projection or on the open in front of pollution check point.
24. The licensee shall not employ for work or otherwise allow any person at the said shop who is not of good character and behavior and/or suffering from any contagious infectious disease or if not suitable attired or otherwise unsuitable to be seen in a property wherein the said shop is located. The licensee shall furnish their photograph and that of their employee (s) along with their address and other relevant information to the entire satisfaction of the head of the unit concerned.
25. 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 pollution centre is located.

26. The licensee will not install and operate any public address system or any other any media in the Pollution Check Centre point allotted to him.
27. In the event of any damage or injury being caused to any property/Petrol Station of the Licensor by the Licensee or Licensees servants or agents or any one with the acceptance or implied consent of the Licensee or as a result of the use of space for setting up Pollution Check Centre for unauthorized purpose, the Licensee will at its own expense make good all such damage or injury. In the event of failure to do so within 7 days after occurrence of such damage, the Licensor may make good such injury/damage and the Licensee will indemnify the Licensor against all such costs and charges and expenses in respect thereof.

Further the Licensee will take full responsibility for the care of space for setting up of Pollution Check Centre and for taking precautions to prevent loss or damages or minimize loss or damage to the greatest extent possible. In this regard the Licensee would take third party insurance for guest, staff employees, visitor etc. from any accident or eventuality occurring in the space for setting up of Pollution Check Centre, licensed out to the Licensee.

28. The Licensee shall not sublet, assign or part with possession of the said space or any part thereof. The licensee will not install and operate any public address system or any other any media in the Pollution Check Centre point allotted to him.
29. The Licensee before taking over the possession of the space has to deposit three months License fees as interest free security and shall furnish such number of postdated Cheque equivalent to the license fee covering the entire agreed license period to ensure timely deposit. In case of bouncing of Cheque for any reasons, a sum of Rs.2000/- for each Cheque bounced shall be charged by the Licensor from the Licensee as penalty besides penal interest @ 18%p.a. as indicated hereinbefore. 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. On the termination of license under any of the terms and conditions of the license:-
  - i) The Licensee will deliver the vacant possession of the space in its original state to the licensor, failing which the space shall be got vacated in accordance with the provisions as 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.
31. The Managing Director of the Corporation may impose additional terms and conditions as may be required in the best interest of the Corporation.
32. On the expiry of license period or extended period, the Licensee will deliver the vacant possession of the space in its original state i.e. without any damage, if any, shall be recovered from the licensee. Failure to hand over the vacant possession the premises shall be got vacated under the Public Premises (Eviction of Unauthorized Occupants) Act, 1971.
33. 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.5,000/- within such period, not exceeding six months in 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.
34. In the event of any question, dispute, or difference arising out of this license or in any manner touching this 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 Chandigarh Industrial and Tourism Corporation Ltd. Chandigarh or any other person appointed by him/her. The award of the Managing Director of the Corporation or his nominee shall be final and binding on the parties to the license. The proceedings of the arbitration will be conducted as per provisioning of the Arbitration & conciliation, Act, 1996 (as amended).
35. Subject to the arbitration clause, the Courts at Chandigarh shall have the exclusive jurisdiction.

SIGNATURE OF THE TENDERER  
WITH SEAL AND DATE

MANAGING DIRECTOR

**TECHNICAL DETAILS OF THE TENDERER**

**TECHNICAL BID**

A. Earnest Money Deposit

B.

1. Details of Tender

- i. Name of the Bank
- ii. Address with contact detail
- iii. Correspondence address with contact detail

2. Detail of equipment to be installed at the site.

3. Experience in Managing/running of Pollution Check Centre.  
Years of experience.

4. The valid license issued by STA.

5. Manpower to be employed.

6. PAN Card number.

7. GST No.

8. Any other information.  
(Bidder may like to submit)

Note: Please upload the scanned copy/copies of above said information online as a technical bid.

Signature of Applicant with seal



### **PROCEDURE FOR E-TENDERING**

1. The Bids shall be received electronically only through the website [etenders.chd.nic.in](http://etenders.chd.nic.in).
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 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 Petrol Station Branch, Ground 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 Petrol Station Branch, CITCO. The failure of the Agency to furnish the said original documents will entail rejection of its tender summarily.
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.

