



**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.com](http://www.citcochandigarh.com)

**E-TENDER NOTICE**

CITCO invites e-bid for allotment of shop/Booth No. 7 & 8 at Chef Lakeview (Near Sukhna Lake) Chandigarh on License Basis for carrying out the business of selling of food items viz. Chaat Papdi, Golgappa, Tikki etc. The area of said shop/booth is 18'-0" X 11'-0" i.e total 198 Sqft. approximately.

Tender documents are available on Chandigarh Administration website <http://etenders.chd.nic.in> for on-line participation/ submission. Last date of submission/ uploading of Tenders is 12.11.2018 upto 5:00 P.M.

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

Chief General Manager



**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.com](http://www.citcochandigarh.com)

**E-tenders are invited for allotment of Shop/ Booth No. 7 & 8 on license basis at Chef Lakeview for carrying out the business of selling of food items viz. Chaat Papdi, Golegappa, Tikki etc.**

The existing area of said shop/booth is 18'-0" X 11'-0" i.e total 198 Sqft. approximately

**TERMS AND CONDITIONS:-**

**1. Eligibility Criteria:-**

Tenderer/ Bidder having minimum 2 years experience of operating/running any food court/ restaurant/ shop in any commercial area, making and selling Chatt Papri items.

For the purpose, the Bidders will submit documents i.e either ownership or Rent Deed for the said premises along with photographs.

2. The Terms and conditions hereinafter regulate the allotment of Booth No. 7 & 8 for carrying out the business of selling of following food items viz. Chaat Papdi, Golegappa, Tikki etc. at Chef Lakeview on license basis.

<b>Sr. No.</b>	<b>Name of the Items</b>
1.	Atta Golegappa
2.	Suji Golegappa
3.	Aloo Tikki
4.	Chaat Papri
5.	Dahi Bhalla
6.	Bhalla Chaat
7.	Stuffed Golegappa
8.	Tokri Chaat
9.	Channa Allu Tikki
10.	Allu Tikki Matar Paneer

In case the bidder has to introduce other junk food items relating to this then, he has to seek prior permission from CITCO in writing.

Interested agencies may visit the said site/ booth before applying for the tender. For the purpose, they may contact Manager, Chef Lakeview at 0172-2741266 &0172-4647928.

3. The Tender must be accompanied by the scanned copy of Pay Order/ Demand Draft of an earnest money of Rs.100,000/- (Rupees One Lacs 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 adjusted against the present tender. The original Pay Order/ Demand Draft should be physically submitted by the Tenderer on or before the last date of uploading the tender.

4. Conditional/telegraphic tender/tender received through fax, tenders without earnest money and not on the prescribed form shall not be entertained.
5. The allotment shall normally be made to any individual/firm/Company quoting highest bid for the monthly license fee unless the Managing Director is of the opinion that allotment of space to the bidder quoting highest monthly License fee may not be in the interest of the Corporation.
6. 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 to be 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 space to be allotted by the licensor.
  - iv) "License" means, the allotment letter containing detailed terms and conditions of allotment of the space.
7. Any corrigendum/amendment in the terms and conditions of the tender document or any other change, if required, will be issued/ published/ uploaded on <http://etenders.chd.nic.in> only. It will be the responsibility of the bidder to note amendments and submit in his bid accordingly.
8. The space/premises is and 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.
9. The license period will be for a period of 03 years, which may be further extended for another period of one year, at the sole discretion of CITCO, considering performance.

10. The licensee will have to deposit interest free security equal to three months determined license fee, less the earnest money Rs.100,000/- (Rupees One Lacs Only) within 10 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.100,000/- on account of earnest money deposited by Licensee shall stand forfeited.
11. The License fee shall be payable by 7<sup>th</sup> of every month. No part payment will be accepted under any circumstances. In case the licensee fails to pay the license fee or other dues 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. After every one year, the amount of license fee shall stand increased by 10% of the immediately preceding monthly license fee in respect of space, if extended by CITCO. 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.
13. The licensor reserves the right 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 one 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 may, however, surrender the space allotted to him during the license period by giving one month's notice in writing to the licensor.
14. 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.
15. 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.
16. Electricity sub-meter/ Water sub-meter if required will be installed for the space as allotted to the tenderer/licensee. The licensee shall be responsible to pay his share of electricity/water charges to the concerned authority/CITCO at the rates as may be applicable from time to time. The charges for electricity/water shall be payable by 3rd but not later than 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, water if any etc. In case for any reason installing sub-meters is not feasible, then the calculations as done by

the Engineering Wing of CITCO will be accepted and binding on the agency.

17. All fees, taxes levies etc. especially G.S.T. as applicable in respect of the space and also imposed by the Government from time to time under any law shall be paid by licensee.
18. The Licensor shall not 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 Licensor. The licensee shall therefore at his discretion get this risk covered through Insurance.
19. No storage of goods of any kind or any other material will be allowed on any projection or the building or on the open space in front of the same. No addition or alteration on any part of the space will be allowed without the prior written permission of CITCO.
20. It will be the responsibility of the Licensee at all times to keep and maintain the said shop/ booth 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.

The licensee shall serve clean, hygienic and fresh food items i.e Chaat, Papdi, Golgappa etc to the customers. Further, CITCO has the right to check and inspect the food items being served at any time and also take samples of food items and licensee has no objection to it.

In case, if the licensee found serving inferior, unhygienic, unclean, stale food items or if any complaint regarding inferior, unhygienic, unclean quality of food items will be received and the agency found responsible of such violation, then a penalty ranges from Rs.2,000/- to Rs.15,000/- 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, besides initiating legal action against the licensee in any court of law.

21. The Licensee will manage, operate and conduct the authorized trade in the space so as to preserve the reputation of the CITCO and shall be responsible and be liable to compile with the provisions of Foods Safety and Standards Act, 2006 or any enforcement law as applicable for eatable items. Space to be used for lawful activities and in accordance with rules/guidelines framed/issued by the Corporation or Chandigarh Administration from time to time. However, licensee shall not be allowed to sell any such items as are being sold at Chef Lakeview.

22. The Licensee shall not erect sub screens on the exterior nor paste any bills, advertisements, posters, notices, and cuttings etc. including signages anywhere on the Booth/shop at Chef Lakeview except with the prior approval in writing from CITCO Authorities.
23. The Licensee will not employ for work or otherwise allow any person at the said Booth 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 Booth.
24. The Licensee will not do or be permitted to do any act, which may invalidate or in any way affect the booth/premises wherein the said Fresh Fruits Juice Counter is located.
25. The Licensee shall not make any alterations or additions to the said booth without obtaining prior written approval of the Licensor or remove there from any of the Licensor's fixtures or fittings therein.
26. The Licensee shall not alter the original colour of the outside the booth or the façade and front elevation nor erect sub screens, curtains or blinds on the exterior nor paste any bills, advertisements, posters, notices, cuttings etc. on the glasses not permit the same to be made, affixed or altered or erected in any circumstances. In order to maintain uniformity in putting the signage on the front elevation or the booth the head of the unit concerned shall approve size, design, colour etc. where the booth is located.
27. The area in front of the said booth shall not be encroached upon and used or allowed to encroach upon or used for any purpose other than a corridor.
28. In the event of any damage or injury being caused to CITCO property by the licensee or his employees or agents or anyone upon the said area with the acceptance or his implied consent, 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 Corporation may make good such injury/damage and he will indemnify the CITCO against all such costs and charges and expenses in respect thereof.
29. The Customers shall be charged reasonable rates, for selling Chat Papdi, Gulgappa etc. The agency will not be allowed to sell items in competition with the items being sold at Chef Lakeview.

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.

30. For the convenience of public, the Licensee will have to display the selling rates at the said booth/ shop. In case, the rates are not displayed then either penalty ranging from 5% to 20% of the license fee will be imposed for 1<sup>st</sup> time or contract will be terminated by expressly serving upon the licensee one month's notice.
31. The licensee will not sublet, assign or part with possession of the said area or any part thereof.
32. CITCO shall have full rights, power and authority at all times to do through his officers or employees all acts and things which may be necessary or expedient for the purpose of enforcing compliance with all or any of the terms and conditions and reservations herein contained and to recover from the licensee on the cost of doing any such act or thing.
33. The Licensee will not install and operate any music system/public address system or any other media in the area allotted to him, which may cause disturbance in area wherein the space is located.
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 before taking over the possession of the space shall furnish 12 Nos. of post dated cheques equivalent to the monthly license fee covering agreed one year license period to ensure timely deposit. In case of bouncing of cheque for any reasons, a sum of Rs.2,000/- for each cheque bounced shall be charged by the Licensor from the Licensee as penalty besides penal interest @ 18% 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.
36. The Licensee shall be responsible to deposit all statutory dues including EPF, ESI, G.S.T etc. with the respective Departments. It may please be noted that as per EPF Rules, deposit of EPF amount is now required for regular/part time employee irrespective of the duration of the employment.
37. 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.
38. 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 booth 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.

39. On the termination of license under any of the terms and conditions of the license:-
  - i) The Licensee will hand over 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 Earnest Money kept as interest free security shall be refunded after adjustments of dues, if any.
40. 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 i.e Managing Director, CITCO or any other person authorized by him/her. The award of the Arbitrator or his/her nominee shall be final and binding on both the parties to the license, subject to the arbitration clause, the Courts at Chandigarh shall have the exclusive jurisdiction.
41. The Managing Director of the Corporation may impose additional terms and conditions as may be required in the best interest of the Corporation during the currency of the arrangement as above.
42. 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.
43. Subject to the arbitration clause, the Courts at Chandigarh shall have the exclusive jurisdiction.

Chief General Manager

## **TECHNICAL BID**

1. Earnest Money Deposit Details
2. Name of the Bidder, Address, Mobile No, Email ID
3. Status of the Bidder i.e Individual, Proprietorship, Partnership or Company.
4. PAN Card
5. GST No.
6. Experience in the Trade for selling Chat, Papdi, Golgappa etc. (submit documents as per eligibility criteria).
7. Any other information

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

## **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.