



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
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E-TENDER NOTICE

CITCO invites e-tenders/e-bids for the allotment of open space for Narial Pani Stall (area 16.5 Sq.ft.approx.) on License basis at Sukhna Lake, Chandigarh

Detailed tender documents can be downloaded from the website: www.etenders.chd.nic.in. Last date of uploading of e-bids is 14.06.2018 upto 3.00 PM.

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

Chief General Manager



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Description of Work:- Allotment of open space on License basis at the Chef Lakeview for setting up the Narial Pani Stall (area 16.5 Sq.ft. approx).

TERMS AND CONDITIONS:-

1. The Terms and conditions hereinafter regulate the allotment of open Space for Narial Pani stall at Chef Lakeview on license basis (hereinafter referred to as `Space' situated at the Chef Lakeview, Sukhna Lake). For the purpose, they may contact Manager, Chef Lakeview at 2741266 & 4647928.
2. The tender must be accompanied by the scanned copy of Pay Order/Demand Draft of an earnest money of Rs.50,000/- (Rupees fifty 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. The original Pay Order/Demand Draft should be physically submitted by the tenderer before the time of opening of financial bid.
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 initial License period shall be for a period of 2 (two) years which may be extendable for another 1 (one) year on the same terms and conditions at the sole discretion of CITCO, considering performance.
5. 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.
6. 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 any space to the bidder quoting highest monthly License fee may not be in the interest of the Corporation.
7. 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 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.
8. The licensee will have to deposit interest free security equal to 06 (six) months determined license fee, less the earnest money within 10 days from the date of allotment letter. Failure to deposit the interest free security within 10 days from the date of allotment of space the amount of Rs.50,000/-deposited as earnest money by Licensee shall stand forfeited.
9. 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. 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. 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.
11. 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.
12. The Licensee will be entitled to carry out the authorized trade i.e. sale of Narial Pani 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. The licensee shall not be entitled or permitted to use the space other than the purpose for which allotted.

13. The Licensee shall pay to the Corporation towards agreed monthly license fee plus GST by 3rd of each month but not later than 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, telephone if any etc.
14. 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.
15. The Licensee will not store any empty packing cases or baskets or any goods or any other material on any projection or on the open space. Licensee will not make any addition or alteration on any part of the space without the prior permission in writing of the licensor.
16. 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.
17. The Licensee shall manage, operate and conduct the authorized trade in the space so as to preserve the reputation of the Licensor and its units and to abide by the rules and regulations framed by the licensor or the Chandigarh Administration from time to time and that nothing shall be done, permitted or committed contrary to any provision made by or under any statute or law for the time being in force or rules and regulations framed by the Licensor or the Chandigarh Administration and in particular not to use or permit the said space to be used for any form of unlawful activities.
18. The Licensee shall charge the customers reasonable price for Narial Pani and in the event of any complaint, make efforts to satisfy the Licensor about the reasonableness of the prices and to refund to the customers any amount in excess of the price that is considered reasonable by the Licensor.
19. The Licensee shall 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 in a property wherein the said space is located.

20. 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 space is located.
21. In the event of any damage being caused to 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.
22. The Licensee shall not sublet, assign or part with possession of the said space or any part thereof.
23. The Licensor shall have full rights, power and authority at all times to do through his officers or servants 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 of the cost of doing any such act or thing.
24. 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.
25. The Licensee will not install and operate any public address system or any other media in the space allotted to him, which may cause disturbance in area wherein the space is located.
26. 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.

27. 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 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 then undertake to comply with all the terms and conditions given herein.9
28. 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 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
29. The Managing Director of the Corporation may impose additional terms and conditions as may be required in the best interest of the Corporation.
30. 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 & Tourism Development 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.
31. Subject to the arbitration clause, the Courts at Chandigarh shall have the exclusive jurisdiction.

Chief General Manager

TECHNICAL BID

1. Earnest Money Deposit details like (DD No., Date and Amount)
2. Name of the Applicant
3. Address/ Registered Office Address
4. Contact no./ Email/ Website
5. State of the applicant (Individual/ Firm/ Company)
6. Proposed trade / Activity to be carried out (Brief Description thereof), experience if any.
7. PAN No., GST No.
8. Profile of the Applicant/ Partners/Directors
9. 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