



Chandigarh Industrial & Tourism Development Corporation Limited
CIN: U45202CH1974SGC003415

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E-TENDER NOTICE

GOLDEN OPPORTUNITY FOR BUSINESS AT CITCO'S CHEF LAKEVIEW

CITCO invites e-bids for setting up the Fresh Fruit/Vegetable Juice Counter except Shakes/Smoothies at Chef Lakeview. The space allocated for setting up of Fresh Fruits Juices Counter is on the corner left hand side of existing Nariyal Pani Stall/Counter at Chef Lakeview measuring area 24 Sq.ft. approximately i.e. 8x36 Sq.ft.

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 **16th January, 2018 upto 5:00 P.M.** The tenders uploaded by the tenderers will be opened online on **18th January, 2018 at 3:00 P.M.**

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

MANAGING DIRECTOR

CHANDIGARH INDUSTRIAL & TOURISM DEVELOPMENT CORPORATION LIMITED
SCO No.121-122, SECTOR 17-B, CHANDIGARH
PH.NO. 2740761, 2704356, 4644430-34, 4647928, 4647931

Description:- Allotment of space on license basis at Chef Lakeview for setting up of Fresh Fruits/Vegetable Juice Counter except Shakes/Smoothies.

Area:- The space allocated for setting up of Fresh Fruits Juices Counter is on the corner left hand side of existing Nariyal Pani Stall/ Counter at Chef Lakeview measuring area 24 Sq.ft. approximately i.e. (8x3 Sq. ft.)

TERMS AND CONDITIONS:-

1. The Terms and conditions hereinafter regulate the allotment of Space for Fresh Fruits/Vegetable Juice Counter except Shakes/Smoothies 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 Manager, Chef Lakeview, Ph.No. 2741266 & 4647928.
2. 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.
 - v) "License agreement" means an agreement containing the terms and conditions on which the `space has been licensed out.
3. The tender must be accompanied by the scanned copy of Pay Order/Demand Draft of an earnest money of Rs.1,00,000/- (Rupees One Lac only) of any Scheduled Bank drawn in favour of CHANDIGARH INDUSTRIAL & TOURISM DEVELOPMENT CORPORATION LIMITED, 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.
4. E-bids are to be submitted under two ways 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 suitable, 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.

The allotment shall normally be made to any individual/firm/Company, who is technically evaluated to be meeting criteria for selection & quoting highest financial bid for the monthly license fee unless the Managing Director is of the opinion that allotment of any shop to the bidder quoting highest monthly License fee may not be in the interest of the Corporation or prejudicial to the interest of the Corporation.

As "space licensing" attracts provision of GST, the tenderer must clearly indicate this element separately in the tender form (Financial Bid)

5. The License period shall be for a period of 3 (Three) years.
6. 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.
7. The licensee will have to deposit interest free security equal to six months determined license fee, less the earnest money Rs.1,00,000/- (Rupees One Lac 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.1,00,000/- (Rupees One Lac only) on account of earnest money deposited by Licensee shall stand forfeited.
8. 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.
9. 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, if any etc.
10. 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 three 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 three months notice in writing to the licensor.
11. 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.
12. On surrendering the space by the licensee, they 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.

13. 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.
14. 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.
15. It will be the responsibility of the Licensee at all times to keep and maintain the Fresh Fruits /Vegetable Juice Counter (Space) 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 Fresh Fruit/Vegetable Juice 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.

16. Customers shall be charged reasonable rates as per approved menu for selling Fresh Fruits/Vegetable Juices except Shakes/ Smoothies. 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. The Licensee will have to display the approved rates with the selling rates at the said space for the convenience of public and in case the rates are not displayed then either penalty ranging from 5% to 20% of the license fee will be imposed for 1st time or contract will be terminated by expressly serving upon the licensee one month's notice.
17. 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 Fresh Fruits/Vegetable Juice Counter. Licensee will furnish photograph of their employee(s) along with their addresses and other relevant details to the entire satisfaction of the head of the units concerned and can also be furnished for police verification, if required.
18. Licensee will be allowed to provide Fresh Fruit/Vegetable Juices except Shakes/Smoothies at the Counter/Space at reasonable rates to be approved by CITCO at the time of allotment of contract. For the purpose, the Bidders/Licensee will have to submit the details of all the proposed Fresh Fruit/Vegetable Juices to be sold with brief description thereof in the Technical Bid. The rates of Fresh Fruit/Vegetable Juices except Shakes/Smoothies will be further approved & determined by the Managing Director, CITCO. The final approved and determined rates for Fresh Fruit/Vegetable

Juices except Shakes/Smoothies will remain enforce during the period of contract. The Corporation will not entertain any request for increase of rates on account of natural calamity, strike or any other reason whatsoever during the contract period. Any Tax imposed during the currency of contract will, however, be considered. The Licensee cannot charge more than the approved rates. Any change in approved rates requires fresh approval of the Managing Director, CITCO.

In case, if Licensee wants to add more variety of Juices during the contract period then the same shall be considered only after 06 months from the date of allotment of the premises and that too at the sole discretion of M.D, CITCO. For the purpose, the agency will have to submit request to the Corporation in advance for taking the approval.

The licensee will have to display the approved menu with the selling price as per Glass for Fresh Fruits/Vegetable Juices except Shakes/Smoothies Counter.

19. 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.
20. 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 Fresh Fruits/Vegetable Juice Counter except Shakes/ Smoothies is located.
21. The Licensee will display the Menu with the selling price per Glass of Fresh Fruit/Vegetable Juice except Shakes/Smoothies on the Counter for display to the Public.
22. 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.
23. The licensee will have to provide 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.
24. 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.
25. 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. Licensee will not make any addition or alteration on any part of the space without the prior permission in writing of the licensor.
26. 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.

27. 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.
28. 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.
29. 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 Fresh Fruits/Vegetable Juice Counter except shakes/smoothies is located.
30. 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.
31. 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
32. The Licensee shall not sublet, assign or part with possession of the said space or any part thereof for the fresh Fruits/Vegetable Juice Counter except Shakes/Smoothies.
33. 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.
34. 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.
35. 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.
36. The Licensee will not install and operate any public address system or any other media in the allotted to him, which may cause disturbance in area wherein the space is located.

37. The Licensee before taking over the possession of the space shall furnish such number of post dated cheques 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.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.
38. 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.
39. 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 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.
40. On the expiry of license 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.
41. The Managing Director of the Corporation may impose additional terms and conditions as may be required in the best interest of the Corporation.
42. The Licensee shall be responsible to deposit all statutory dues including EPF, ESI, Service Tax 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.
43. 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, which shall be appointed as per provisions of Arbitration & Conciliation Act, 1996 as amended. 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.

44. 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) 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.
45. 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.
46. Subject to the arbitration clause, the Courts at Chandigarh shall have the exclusive jurisdiction.

SIGNATURE OF TENDERER
WITH SEAL & DATE

MANAGING DIRECTOR

TECHNICAL BID

Sr. No.	Particulars	
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	Date of Registration of Organization with Registration No.	
6	Proposed trade / Activity to be carried out (Brief Description thereof)	
7	Experience of Business in commercial area of repute.	
8	Nationality/ Place of Registration	
9	PAN No., GST No. & IEC No. If any	
10	Profile of the Applicant/ Partners/ Directors	
11	Manpower Employed	
12	Any other information, if any.	

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/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.