



**Chandigarh Industrial & Tourism Development Corporation Limited**

**CIN: U45202CH1974SGC003415**

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

Phone No. 0172 – 4647931, Fax No. 0172-4644441

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**E-TENDER**

CITCO invites e-bids for allotment of Contract/ permission for ferrying Solar Boat only at Sukhna Lake on revenue sharing basis.

E-bids are to be submitted online through tendering process i.e. Technical Bid and Financial Bid online separately. After scrutiny of the information received in Technical Bid, clarifications, 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 be done.

Consequently, "Financial Bid" of only those tenderers will be opened who are found technically acceptable, based upon assessment made of credentials etc. of the tenderer given as information in Technical Bid. The bidder giving/ quoting highest %age of revenue will be awarded the contract. The decision of the Management in this regard shall be final and binding.

Interested parties are advised to visit Sukhna Lake, Chandigarh before submitting the proposal. For more detail, please contact Dy. General Manager, Chef Lakeview, Mobile no. 8146622250.

**Terms and Conditions: -**

1. In these terms and conditions unless the context otherwise requires:-
  - i) "Licensor"/"Corporation" means the Chandigarh Industrial & Tourism Development Corporation Limited, Chandigarh.
  - ii) "Licensee" means a person, a firm, or a company to whom the said contract for ferrying solar boat 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 contract for ferrying Solar boat allotted by the licensor.
  - iv) "License" means the allotment letter containing detailed terms and conditions of allotment of contract for ferrying solar boat.
  - v) "Date of allotment" means date of issuing of Allotment letter.
2. 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.

3. Conditional bid or a bid with conditions other than those specified in the tender documents or bid received without earnest money shall be summarily rejected:-
  - EMD in original Pay Order/DD should be physically submitted by the bidder in the office of CITCO.
  - Upload Tender Documents duly signed & stamped.
  - Upload "Annexure -B" duly signed & stamped.
4. **The validity of tender shall be for 180 days from the date of receipt.** The Corporation will not entertain any request for the decrease of agreed license fee on account of any reason, whatsoever, during the period of contract.
- 5(a). The e-bid must be accompanied by the scanned copy of **Pay Order/ Demand Draft of an earnest money of Rs. 1,00,000/- of any Scheduled Bank drawn in favour of "MD CITCO"** and payable at Chandigarh.
- (b) Original Pay Order/ Demand Draft should be physically submitted by the tenderer to office of Manager (Industrial Wing), Head Office, CITCO (4th Floor) at S.C.O. 121-122, Sector 17-B, Madhya Marg, Chandigarh before closing date & time of tender. **Bid without physical copy of EMD shall be rejected.**
- (c) 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 the EMD for the present tender. The earnest money shall be refundable to the unsuccessful bidder. In the case of successful allotment, it shall be adjusted against the interest free security deposit.
- (d) Further, if more than one bidder quoted the same highest monthly License fee, then Managing Director, CITCO reserves the right to allot the bid by calling the physical bids from such bidders. If again more than one bidder quoted the same highest monthly License fee in the physical bids, then the tender shall be allotted by draw of lots.
- 6(a) Tenders will be invited under online Two Bid tendering process i.e. Technical Bid and Financial Bid separately. After scrutiny of the information received in Technical Bid, clarifications shortfall of documents, if any, where necessary, will be obtained from the Bidder.
- (b) In the Financial Bid/ BOQ, the Bidders has to quote monthly license fee without including GST (as the taxes will be extra as applicable). In case, the bidder has submitted the monthly license fee including taxes, then CITCO will neither be responsible for it nor entertain any request for the same.
- (c') Consequently, "Financial Bid will be opened in respect of only those tenderers who are found technically suitable, based upon assessment made and information given in Technical Bid. The decision of the CITCO Management in this regard shall be final and binding. The bidder quoting highest monthly License fee will be awarded the Contract.
- (d) After the opening of financial bid, if the highest (H1) bidder backs out, then:
  - EMD of the said bidder will be forfeited and the said bidder will be debarred by the Corporation for a period of three years, and
  - The highest (H2) bidder may be given the chance to take the tender at the rate of (H1) bidder.

7. **A) The Bidder should have Five (5) year experience of ferrying any mechanical or solar boat having capacity of maximum 20 persons. The Maximum Capacity of the Solar Boat is 30 persons.**  
For the purpose, the agency will submit relevant certificate/ approval/ permission/ license for ferrying any mechanical or solar boat in any reputed Lake/ Sea in India.
- B) Tendered/bidder should Auditor's Certificate from Chartered Accountant with UDIN** that annual turnover of the bidder should not be less than Rs. 1.00 Crore per annual for **last 3 years ending 31.03.2025** and these are not losses in Balance sheet for last 3 years.
8. **Performance Security @ Rs. 5,00,000/- shall be deposited** by the Licensee within 15 days after the allotment of the contract.
9. **RESERVE REVENUE PERCENTAGE: -**  
**Minimum Reserve % (Percentage) of monthly revenue to CITCO is 71%.** Bidder has to quote % age over and above the Reserve Revenue %age i.e. 71%. Bids below the minimum Reserve Revenue Percentage shall not be accepted. The bidder giving/ quoting highest %age of revenue will be awarded the contract.
10. **The agency shall provide well decorated and presentable 02 no. Solar Boat** at Sukhna Lake (with Solar Panels of the Roof of the Boat), having new seats and lighting arrangement for operations during night. It will be the responsibility of the agency that the boat is kept in running conditions at all times.
11. During the tenure of the Contract, the agency should ensure that it does not pollute Sukhna Lake and noise are maintained within the permissible limit as prescribed in the notification of Deptt. of Environment, Chandigarh Administration dated 19.01.2005.
12. The said solar Boat can also be used for any occasions for which lump sum amount can be fixed by the agency for one hour/two hours. The decoration, if any will be borne by agency/Guest. Eatables will be allowed/supplied by the CITCO. In that case, cleaning of Boat will be supervised by CITCO otherwise it would be responsibility of agency.
13. Timings will be from 8.00 A.M. till sunset.
14. The Agency will be responsible for the overall safety of passenger and also provide Life guards, life jackets, Rescue Boats, Rescue Tube to them while ferrying the boat and will provide training certificates of life guards at the time of contract.
15. The running and maintenance of the boat will be the sole responsibility of the Agency. In case, if the water level recede/decreases and the boat is not able to sail/float as per directions of Engg. Wing, Chandigarh Administration. And in case of any restriction on boating activity is imposed by Union Territory, Chandigarh Wetland Authority, the same should be strictly complied with then, in that case, clause No.25 shall be operated proportionality i.e., it will not be charged for those days for which boats could not ply as per directions of Engg. Wing of Chandigarh Administration. For other reasons viz. breakdown of machine/Boat, shortage of manpower etc., CITCO will not be responsible and the Licensee will have to pay monthly fee as per terms and conditions of the contract.

16. The licensee should take necessary permission/licenses for plying of boats from the concerned department.
17. The Agency will ensure the safety of customers/visitors during the Ferrying of Solar Boat. In case of accident/mishap, the Agency will be responsible and liable to pay all compensation on this account. The Agency shall have to, however, get the risk covered through insurance & submit copy of insurance to CITCO before initiating the boating. CITCO will not be responsible in any manner in this regard.
18. The expenditure on account of maintenance or replacement of Solar Boat shall be borne by the Agency apart from operation and management of the said solar boat.
19. The agency will at all times keep and maintain the said solar Boat in a proper state of cleanliness to the satisfaction of the Corporation or its officers duly authorized by CITCO in this behalf.
20. E-bids are to be signed by the person(s) who are competent and lawfully authorized to do so. Correction/ overwriting, if any, should be authenticated under the signature of the bidder/ authorized signatory.

**OTHER TERMS AND CONDITIONS: -**

21. **The contract shall be allotted for a period of 3 (three) years.** The Contact period shall be considered from the date of allotment letter.
22. **Since the contract will have a Lock-in period of 12months from the date of allotment letter.** Thus, if Licensee proposes to prematurely terminate the contract within a period of 12 months from the date of allotment letter, then the entire Security Deposit amount will be forfeited & Licensee shall be debarred for 3 years for further participation in CITCO tendering.
23. The Licensee shall take off its belongings/Boats by the last date of the contract at Midnight. On the next day of cessation of
24. contract CITCO's will take over the belongings/Boat irrespective of the fact whether Licensee has removed his belongings or not. Such belongings shall be in the possession of CITCO, and if Licensee intends to take back such belongings within 10 days of expiry of contract. Licensee shall have to pay license fee for the proportionate days plus a penalty of Rs. 10,000/- per day shall be charged. If the licensee does not turn up for claiming such items within 10 days of expiry of contract, then CITCO shall have the right to dispose them off on "as it where it basis"& Licensee will have no claim on such disposals.
25. The Corporation reserves the rights to terminate the Contract of the agency at any time by expressly serving upon the agency 3 (Three) months notice to that effect and the agency can similarly cancel the agreement by giving 3 (Three) months notice in writing to the Corporation after the completion of lock-in period of 01 (one) year.
26. The minimum monthly license fee shall be as under for ferrying solar boat at Sukhna Lake. :-  
**%age of sales (of CITCO's share) for ferrying solar boat excluding taxes)**  
**OR**  
**monthly fee of Rs.2,00,000/- (Taxes extra) whichever is higher**

For the purpose, the bidders are required to quote %age of sales to be paid to the Corporation for ferrying solar boat (Taxes extra) above the reserve %age (i.e. 71% to CITCO). The agency quoting highest %age of revenue share to CITCO in the financial bid will be awarded the Contract.

26. In case of any violation i.e. carrying of more persons more than capacity of boat,plying of boat beyond defined times and charging of higher amount, etc., then a penalty of: -

- Rs.20,000/- +GST per day will be levied for 1<sup>st</sup> violation
- Rs.40,000/- +GST per day will be levied for 2<sup>nd</sup> violation

shall be imposed on the agency. In case of 3<sup>rd</sup> violation, then in that case, CITCO reserves the right to cancel the contract, blacklisted for further 03 years and forfeited the security.

27. The Licensor shall have full rights, power and authority at all times to do through his officers/officials 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.
28. The Corporation shall not be liable to pay any compensation or damages to the agency on account of breakdown, electricity, and any other service beyond the control of the Corporation.
29. The rates to be fixed for ferrying solar boat shall be fixed mutually by the agency and CITCO and if any request is received from the Licensee during contract period to change/ reduce or increase the fixed rates, approval of Managing Director, CITCO is required.
30. The rates fixed per person are required to be displayed for the convenience of public.
31. CITCO will sell coupon/tickets to the public for ferrying solar boat. After every month, share of the agency will be given/paid depending upon the total sales on revenue sharing basis as detailed above (Taxes extra) **as per clause no. 25**. For the purpose, the agency will issue necessary invoice to CITCO.
32. After the grant of Contract, the agency will be given 4 (four) months for arranging Solar Boat at Sukhna Lake from the date of the Allotment.Any further extension will be given with the prior approval of CITCO on genuine grounds. However, the monthly Contract fee will be charged automatically after the expiry of 4 (four) months or any further extension, if any.
33. The Corporation will not be responsible for any loss of stocks and any other moveable property on account of theft, fire and natural calamities and due to other reasons beyond the control of the Corporation. The agency shall, therefore, at his discretion get this risk covered through Insurance.
34. The agency will not install and operate any public address system or any other media which may cause disturbance in area.
35. The Corporation shall have full rights, power and authority at all times to do through its officers all acts 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 agency of the cost of doing any such act or thing.

36. All terms and conditions of shall be governed by the provisions of Capital of Punjab (Development and Regulation) Act, 1952 and Rules framed there under from time to time.
37. During the tenure of the Contract, the agency should ensure that it does not pollute Sukhna Lake and noise are maintained within the permissible limit as prescribed in the notification of Deptt of Environment, Chandigarh Administration dated 19.01.2005 (Annexure-A) & also give undertaking as per Annexure 'B'.
38. The Licensee shall not employ for work or otherwise allow any person at the said boats 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 property wherein the said shop is located. The Licensee shall furnish their photograph and that of their employee(s) alongwith their addresses and other relevant details to the entire satisfaction of the head of the units concerned
39. The lessee/licensee shall execute a lease/ Memorandum of Understanding/license Deed on stamp papers (After confirming the value of stamp papers from the Sub Registrar U.T., Chandigarh) within 15 days of issue of allotment letter. All costs in this regard shall be borne by the lessee/licensee. The original copy of lease/ license deed shall be deposited with lesser/licensor. The lease/ license deed will be signed by two witnesses.
40. The Managing Director of the Corporation may impose additional terms and conditions as may be required in the best interest of the Corporation

#### **Force Majeure**

41. The Licensee shall be liable for any failure to perform or delay in performance of any of its obligations under the Agreement unless caused by circumstances beyond its reasonable control, including but not limited to: acts of God, natural disasters (earthquakes, floods, hurricanes), fires, explosions, wars, riots, civil unrest, strikes, government actions, terrorist acts, epidemics, or significant disruptions in transportation or supply chains; provided that the affected licensee promptly notifies the Corporation of the Force Majeure event and takes all reasonable efforts to mitigate its impact and resume performance as soon as practicable."
42. Any individual / Firm / Entity etc., in conflict i.e., legal with CITCO shall not be eligible for participation in the Bid and its bid shall be rejected.
43. All legal disputes relating to the Bid/License shall be held in U.T., Chandigarh.

**MANAGING DIRECTOR**

**TECHNICAL BID**

<b>Sr. No.</b>	<b>Description</b>	<b>To be filled in by the firm.</b>
1.	Name & Address of the Bidder	
2.	Telephone No., Mobile No. & Email ID	
3.	Details of EMD Deposited (D.D No., Date, Amount and name of issuing Bank)	
4.	GST/ PAN No. (Attach Copies)	
5.	Legal status of the applicant i.e. whether Individual/ Firm/ Partnership/ Company (attach copies of document defining the legal status).	
6.	Submit Experience papers (Submitted documents as per eligibility criteria)	
7	Undertaking (Annexure "B") duly signed & Stamped by the bidder.	
8.	Any other related matter/ issue/ suggestion.	

## **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 (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.



**ANNEXURE 'B'**

**UNDERTAKING TO BE FURNISHED BY BIDDER**

I hereby undertake that I had visited the site i.e. Chef Lakeview& Sukhna Lake.

I also undertake that I will not commit any violation/offence which shall be deemed against the prevalent law of land. In case I commit any such activity which is adjudged as unlawful / violation of terms and conditions of tender document, I am liable to be penalized as deemed fit by Managing Director, CITCO or any other authority of Chandigarh Administration.

I undertake to abide by terms and conditions of the tender document.

I undertake that I or any of my partners or my/our firm or any associate is not having any legal dispute with CITCO.

I undertake that till date no unlawful activity is registered against my name or the name of my firm or any of the partners in the firm or any of the workers being/shall be engaged by me at the site of the work allotted by CITCO.

I undertake that I or any of my partners or my/our firm has not been blacklisted or defaulted in payment of taxes / license fee etc. anywhere in India

I undertake to abide by Chandigarh Administration, Department of Environment, Notification No. ED-2005/890 dated 19<sup>th</sup> January, 2005 and amendments thereupon.

I undertake that all the above contents are true to the best of my knowledge and if at any time of the contract, it is found that the above undertaking is incorrect/false, I am liable for any penalty/proceedings as deemed fit by Managing Director, CITCO or any other authority of Chandigarh Administration.

Date :

**Signature of bidder with seal**

## ANNEXURE-A

### CHANDIGARH ADMINISTRATION DEPARTMENT OF ENVIRONMENT

#### NOTIFICATION

The 19th January, 2005

No.ED-2005/890 Whereas the Administrator, Union Territory, Chandigarh, in exercise of the powers conferred under sub-rule(2) of Rule 3 read with clause (h) of Rule 2 of the Noise Pollution (Regulation and Control) Rules, 2000, has categorized the entire area of the Union Territory, Chandigarh, into industrial, commercial, residential or silence areas/zones vide notification bearing No.938-HII-2002/6214, dated 28.3.2002, for the purpose of implementation of noise standards for different areas;

And where in order to control noise pollution, it has now been considered expedient to include some other areas in the residential areas and in silence zone.

Now, therefore, the Administrator, Union Territory, Chandigarh, exercising the powers conferred upon him by the aforesaid Rules of 2000, in partial modification of the aforementioned notification dated 28.3.02, hereby makes the following amendments :-

#### AMENDMENTS

In the said notification, for Sr.No.2, 3 and 4 under the headings Commercial Area, Residential area and Silence Zone, the following shall be substituted, namely :-

2. Commercial Area

City Centre Sector 17, City Centre Sector 34-A & B, City Centre Sector 43-C & D, Commercial strips along V-2 roads (Madhya Marg, Dakshin Marg & Vikas Marg) and V-3 road (Himalaya Marg), Manimajra Motor Market, Motor Market Sector-43, 48, 52 & Shopping area near Manimajra Bus Stand.

3. Residential Area

Residential areas of Chandigarh comprising of the following Sectors, except areas falling under Educational Institutions, Hospitals and Leisure Valley :

Sectors 2 to 5, 6 (including Golf Course), 7 to 11, 15, 16, 18 to 33, 34-C and D, 35 to 42, 43-A and B, 44 to 47 and portions of Sectors 48 to 56 falling within the boundary of the Union Territory, Chandigarh, Manimajra Town (excluding motor market & shopping area near bus stand) and all the village abadis (Jaldora) of the Union Territory, Chandigarh. These areas include the sub-sector shopping areas along V-4 roads in various sectors.

4. Silence Zone

- a) Sector-1 (Capital Complex including Rajendra Park and Chandigarh Club), Sector-12, Sector-14 (Panjab University) the entire area around the Lake

upto 100 meters from the high water mark, and the entire area North East of Uttar Marg including Rock Garden & Lake Club.

- b) An area comprising 100 meters around all Hospitals, Educational Institutions, Courts and religious places.

**Note:** Such institutions may be allowed sound amplification systems audible only within their premises.

S.K. Sandhu  
Secretary Environment  
Chandigarh Administration.

Endst.No.ED/2005/ 891

Dated Chandigarh, the 19-01-05

A copy is forwarded to the Controller, Printing and Stationery, U.T. Chandigarh, with the request that this notification may be published in the Chandigarh Administration Gazette (Extraordinary) and 20 copies thereof be supplied to the Department.

c/c Joint Secretary Environment,  
Chandigarh Administration.

Endst.No.ED/2005/ 892

Dated Chandigarh, the 19-01-05

A copy is forwarded to the following for information & necessary

action :-

1. The Deputy Commissioner, U.T. Chandigarh.
2. The Inspector General of Police, U.T. Chandigarh.
3. The Sub-Divisional Magistrate (South).
4. The Sub-Divisional Magistrate (East).
5. The Sub-Divisional Magistrate (Central).
6. The Deputy Superintendent of Police, Police Department, U.T., Chandigarh.
7. The Director Environment, U.T. Chandigarh.
8. The Member Secretary, Chandigarh Pollution Control Committee.

c/c Joint Secretary Environment,  
Chandigarh Administration.

Endst.No.ED/2005/ 900

Dated Chandigarh, the 19th Jan., 05

A copy is forwarded to the Director Public Relations, U.T. Chandigarh for wide publicity through print and electronic media.

c/c Joint Secretary Environment,  
Chandigarh Administration.