



Chandigarh Industrial & Tourism Development Corporation Limited

CIN: U45202CH1974SGC003415

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

Phone No. 0172 - 4647925, 4647931, Fax No. 0172-4644441

Email: info@citcochandigarh.com, Website: www.citcochandigarh.com

E-TENDER NOTICE

CITCO invites e-bids for allotment of space (measuring area 4000 sq. ft. approx) for setting up the Amusement Park on license basis at Chef Lakeview (Sukhna Lake), Sector 1, Chandigarh.

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

Last date for uploading of e-Tenders/ e-bids is **18.01.2021 (Monday)** upto **05:00 P.M.**

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

CHIEF GENERAL MANAGER



Chandigarh Industrial & Tourism Development Corporation Limited

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E-Tender for the Allotment of space (measuring area 4000 sq. ft. approx) for setting up the Amusement Park on license basis at Chef Lakeview (Sukhna Lake), Sector 1, Chandigarh.

ELIGIBILITY CRITERIA:-

- a) The bidder should have atleast five (5) years experience for running / operating the amusement park for rides, games and other events for entertainment purpose.

For the purpose, the bidder will have to submit necessary documents/papers regarding five (5) years experience of running amusement park.

- b) Annual Turnover from the business of operating/running any amusement park should not be less than Rs.50 Lakh annually in each year in the preceding five years i.e. upto FY 2018-19.

For the purpose, CA certificate showing turnover in each year in the preceding five years i.e. upto FY 2018-19 alongwith Audited Balance Sheets for the last 5 Financial Years i.e. upto FY 2018-19 duly certified by Practicing Chartered Accountant.

TERMS AND CONDITIONS:-

1. The tender must be accompanied by the scanned copy of Pay Order/Demand Draft of an earnest money of Rs.1.00 Lakh of any Scheduled Bank drawn in favour of "CITCO", 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 technical bid.

2. 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, if any, wherever necessary, will be obtained from the Bidder. After necessary appraisal of the bidder's experience and technical expertise, technical short-listing will be done.

In the Financial Bid/ BOQ, the Bidders has to the quote financial bid/rate/ monthly license fee without including tax as the taxes will be extra as applicable. In case, the bidder has submitted the financial bid/rate/ monthly license fee including taxes, then CITCO will neither be responsible for it nor entertain any request for the same.

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.

3. Any corrigendum/ amendment in the terms and conditions of the tender document or any other change will be published / uploaded on <http://etenders.chd.nic.in> only. No separate publication will be made in this regard.
4. The Space measuring 4000 sq. ft. (approximately) for setting up Amusement Park with amusement games/machines like Mini Train, Dream Boat, Bumper Car, Crazy Bull , Coin operated machines etc. at the Chef Lakeview on license basis (hereinafter referred to as Space situated at the Chef Lakeview, Sukhna Lake).
5. 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) "Licence 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.
6. The initial Licence period shall be for a period of five (5) years which may be extendable for another two (2) years at sole

discretion of CITCO, considering performance and compliance of terms and conditions etc.

7. The licensee will ensure the safety measures for customers/visitors during the operation of Amusement Park. In case of accident/mishap, the licensee will be responsible and liable to pay all compensation on this account. The licensee may, however, get the risk covered through insurance.
8. After the opening of financial bids, the contract letter will be issued to the highest bidder (quoted highest monthly license fee).

After the allotment of contract, the bidder will be given 10 days time period to give acceptance to the Contract letter and to take the possession of the said space/ area. On the expiry of 10th day from the date of issue of allotment/ contract letter, it will be presumed that the possession has been taken by the Licensee (deemed possession) without any intimation.

Thereafter, the licensee will be given 45 days from the date of possession/ deemed possession. The said period of 45 days may be further extended for another period of 15 days at the discretion of MD, CITCO, if there are genuine reasons for the same.

Thus, the monthly license fees will be levied/ recoverable immediately after the expiry of period of 45 days or 60 days (as the case may be). After the expiry of 45 days or 60 days, as the case may be, the charging of monthly license fee shall start automatically.

All the expenses incurred in setting up/ installation of amusement park will be borne by the Licensee.

9. The expenditure on account of maintenance of equipment royalty, paper, toner shall be borne by the licensee apart from operation and management of the equipment.
10. 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.
11. 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 03 (three) 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, also surrender the space allotted to him during the license period by giving 03 (three) month's notice in writing to the licensor.

12. The licensee will have to deposit interest free security equal to six months determined license fee, less the earnest money of Rs.1,00,000/- within 7 days from the date of allotment of letter. Failure to deposit the interest free security within 7 days from the date of allotment of space the amount of Rs.1,00,000/- on account of earnest money deposited by Licensee shall stand forfeited.
13. 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.
14. The licensee will have to take a separate electricity connection from the Electricity Department, UT, Chandigarh for installing separate meter for the space allotted to him 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. For this purpose he may ask the licensor for NOC.
15. The Licensee shall make prompt payments of electricity and telephone 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 adjustments 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.
16. The licensor shall not be liable to pay any compensation or damages to the licensee on account of breakdown, water supply electricity, telephone and any other service beyond the control of the licensor.
17. 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.
18. 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.

19. 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 foodstuff. Any change in the authorized trade shall be made only with the permission in writing of the Licensor.
20. The Licensee shall pay to the Corporation towards agreed monthly license fee plus Service Tax 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.
21. 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.
22. 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.
23. 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.
24. 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.

25. The Licensee shall charge the customers reasonable price for the goods sold or services rendered and in the event of any complaint 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.
26. The Licensee shall not alter the original colour of the outside the space 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 nor 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 of the spaces, the head of the unit concerned shall approve size, design, colour etc. where the space is located.
27. 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. 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 unit head.
28. 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.
29. 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.
30. The Licensee shall not sublet, assign or part with possession of the said space or any part thereof.
31. Without prejudice to the generality of the foregoing conditions, the licensor or any officer authorized in writing by him in this behalf, shall have free access to the space for undertaking the repairs of the premises.

32. 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.
33. 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.
34. 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.
35. 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.
36. 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.
37. In the event of non-payment of the license fee or non-use of such space/premises by the due or extended date not exceeding 60 days or breach or non-observance by the licensee of any of the conditions of the license, 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 Corporation may for reasons to be recorded in writing instead of terminating the license on the ground of default in payment of license fee allow payment to be made alongwith penal interest @ 15% per annum. All the outstanding dues including principle, interest, etc to be paid by the Licensee, will be adjusted from the security deposit and balance will be recovered from the Licensee as arrears of Land revenue.

38. In case if the successful bidder/allottee fails to take over the possession space within the stipulated period and the bidder after taking possession of the premises 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) at any time within 12 months, 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 termination notice was given. Meaning thereby that the successful bidder/allottee will be debarred from participation in same tender of CITCO for the next three (03) financial years including the financial year in which the said notice was given.
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/ Premises in its original state to the licensor, failing which the space/ Premises 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 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.
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. 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 Managing Director, CITCO or any other person appointed by him. The award of MD of the Corporation or his/her nominee shall be final and binding on the parties to the license.
43. Subject to the arbitration clause, the Courts at Chandigarh shall have the exclusive jurisdiction.

MANAGING DIRECTOR

TECHNICAL BID

Sr. No	Description	To be filled in by the Bidder
1.	Details of EMD Deposited (D.D No., Date, Amount and name of issuing Bank)	
2.	Name & Address of the Bidder, Telephone No, Fax No, Email ID, Mobile No	
3.	GST No/ PAN Card No (Attach copies)	
4.	Submit documents regarding experience. (Refer Point No.1 (a) of the "Eligibility Criteria")	
5.	Attach Balance sheets for preceding 5 years (Refer Point No.1 (b) of the "Eligibility Criteria")	
6.	Any other information considered necessary.	

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.