



Chandigarh Industrial & Tourism Development Corporation Limited

CIN: U45202CH1974SGC003415

Regd Office: - S.C.O. 121-122, Sector 17-B, Chandigarh – 160017

Phone no. 0172 - 4647925 & 4647931

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

E-TENDER

E-bids are invited for running/ managing two CITCO's canteen/ cafeteria at Phase-I & Phase-III of Rock Garden, Sector 1, Chandigarh, on monthly licensee fee basis and on "as is where is basis".

E-tender document is available on <http://etenders.chd.nic.in> for online participation.

A pre-bid meeting will be held on **31.05.2023** at **11:00 AM** at CITCO's Head Office to clarify any concerns of bidders.

Last date of submission of bids is **19.06.2023** upto **05:00 PM**.

CHIEF GENERAL MANAGER



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CITCO INVITES E-TENDERS FOR SALE OF VARIOUS FOOD ITEMS AT CITCO CANTEEN'S AT PHASE-I and PHASE-III OF ROCK GARDEN.

CITCO invites e-tenders/ bids for running/ managing two CITCO's canteen/ cafeteria at Phase-I & Phase-III of Rock Garden, Sector 1, Chandigarh, on monthly licensee fee basis on "as is where is basis".

Interested parties are advised to visit both the Canteens (Phase-I and Phase-III) at Rock Garden, Sector 1, Chandigarh before submitting the bid.

The details of both the canteen/ cafeteria at Phase-I & Phase-III of Rock Garden, Sector 1, Chandigarh are as under: -

Sr . No.	Canteen/ Cafeteria	Details
1.	Phase-I, Rock Garden, Sector 1, Chandigarh	The Canteen is located at the entrance of Rock Garden before Ticketing Counter
2.	Phase-III, Rock Garden, Sector 1, Chandigarh	The Canteen is located at the last Phase of Rock Garden near Doll museum

For more details, please contact Mr. Pawan Kapoor, Manager (Canteens), CITCO at mobile no. 98141-00020.

The interested parties have to quote monthly license fee to be paid to the Corporation (GST extra). The agency giving/ quoting highest monthly licensee fee in the financial bid will be awarded the Contract.

A pre-bid meeting will be held on **31.05.2023** at **11:00 AM** at CITCO's Head Office to clarify any concerns of bidders.

ELIGIBILITY CRITERIA: -

- Tenderer/ Bidder having minimum three (3) years experience of operating/ running any F&B outlet/ shop in any commercial area.

For the purpose, the Bidders will submit documents i.e. either ownership or Rent Deed for the said premises. If required, Committee may also inspect the same.

- b) Turnover of the bidder should not be less than Rs.50 Lakhs annually in each year in the immediate preceding last 2 financial years i.e. FY 2020-21 & 2021-2022.

For the purpose, please attach Profile and a certificate showing turnover, duly certified by Practicing Chartered Accountant.

MINIMUM RESERVE LICENSEE FEE

The Reserve License fee is **Rs.3,00,000/-** per month + GST (as applicable). Bids below the minimum reserve License Fee shall not be accepted. The bidder has to quote the monthly license fee to be paid to the Corporation (without GST), over and above the minimum reserve monthly license fee.

TERMS & CONDITIONS: -

1. 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, the Bidders has to the quote monthly license fee without including tax (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.

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.

2. The e-bid must be accompanied by the scanned copy of Pay Order/Demand Draft of an earnest money of Rs.1,00,000/- (Rupees One Lakh only) of any Scheduled Bank drawn in favour of "CITCO" and payable at "Chandigarh". Original Pay Order/ Demand Draft should be physically submitted by the tenderer before the last date to office of Manager (Industrial Wing), 4th Floor, Registered Office at S.C.O. 121-122, Sector 17-B, Madhya Marg, Chandigarh. 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.

3. 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, if any on the said portal and submit in his bid accordingly.
4. The earnest money shall be refundable to the unsuccessful bidder. The earnest money shall, however stand forfeited in case the bidder withdraws his offer after opening of the bid but prior to the final allotment.

OTHER TERMS & CONDITIONS: -

5. The premises will be given on “as is where is basis”
6. The Contract shall be for a period of 3 years. The same will be started after the completion of rent free period (as per clause no. 9).
7. The space/premises is and shall be deemed to be “Public Premises” as defined in the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 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.
8. The bidder will be given 30 days for making operational both the Canteen/ Cafeteria from the date of possession/ deemed possession. Therefore, the possession of the allotted premises/ area will have to be taken by the agency within 10 days from the date of allotment letter. On the expiry of 10th day from the date of allotment letter, it is presumed that the possession has been taken by the Agency (deemed possession) without any intimation.

In case the agency failed to start the operations within 30 days, the contract will be liable to be terminated by the Corporation.

9. The licensee will have to deposit interest free security equal to 6 months determined license fee, less the earnest money Rs.1,00,000/- within 15 days from the date of allotment letter. Failure to deposit the interest free security within 15 days of allotment of space, the amount of Rs.1,00,000/- on account of earnest money deposited by Licensee shall stand forfeited.
10. The Licensee shall pay to the Corporation towards agreed monthly license fee plus GST by 7th of each month but not later than 10th 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, telephone if any etc.
11. CITCO will not be responsible for any loss of stocks and any other moveable property of the agency on account of theft, fire and natural calamities and due to other reasons beyond the control of CITCO.
12. Obligations of the agency: -

- a) All the necessary manpower as required for preparation, serving, cleaning, washing will be arranged by the agency at its own cost. Each agency shall provide requisite number of Manpower for providing the above said services. The said agency will provide the following to their staff/ manpower deployed at Rock Garden Canteens: -
- ID Cards to their staff/ manpower
 - Dress/ Uniform to their staff/ manpower
 - The licensee shall deployed adequate/ sufficient manpower for the sale of eatable products at the Counter and the licensee shall also insure to make eatable items available at all the times, during the license period.
- b) All the expenses relating to preparation, manufacture, supply and serving of said food items at Rock Garden including will be the responsibility of the party/ agency.
- c) The agency will procure food safety license relating to selling of food items at Rock Garden Canteens.
- d) It will be the responsibility of the agency at all times to keep and maintain the said space/area at Rock Garden and nearby area in a proper state of cleanliness to the satisfaction of the Corporation.
- e) The agency will not employ for work or otherwise allow any person in Rock Garden 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 at the location.
- f) In case, of any complaint regarding unhygienic/unclean space/ area regarding selling food items will be received from any person/ customer and the agency found responsible of such violation, then a penalty ranges from Rs. 2,000/- 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, the contract will be terminated, EMD will be forfeited and the agency may be debarred from participation in CITCO's tender for upto a period of next 3 years.
- g) The Agency will ensure compliance of all Statutory Acts, Rules, Regulations of Central Govt. & Chandigarh Administration as notified from time to time and that the licensee will have to operate the canteen as per the timing as prescribed by Rock Garden Authorities & Chandigarh Administration as notified from time to time.
- h) The premises will hand over to the Agency on "as in where is basis" and Agency shall not make any alterations or additions to the said space without obtaining prior written approval of the Corporation or remove there from any of the Corporations' fixtures or fittings therein.
- i) The Agency 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.

- j) The Agency will not be allowed to do any activity (like placing of counters, placing of standees etc) outside the allotted premises. Otherwise Corporation may impose penalty upon the Agency.
 - k) The Agency will be provided a separate electricity & water sub meter for the space allotted and shall be responsible to pay the electricity charges to the concerned authority at the rates as may be applicable from time to time.
13. The Agency shall not sublet, assign or part with possession of the said space or any part thereof.
 14. The Agency 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.
 15. The Agency 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.
 16. The agency will display menu of their respective food items.
 17. The Corporation shall not be liable to pay any compensation or damages to the Agency on account of breakdown of water supply, electricity and any other service beyond the control of the Corporation.
 18. The Corporation shall not be responsible for any loss of stocks and any other moveable property of the Agency 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.
 19. In the event of any damage/or injury being caused to the said space or any property of the Corporation by the Agency or his servants or agents or any one upon the said space with the acceptance or implied consent of the Agency 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 Corporation may make good such injury/damage and the Agency shall indemnify the Corporation against all such costs and charges and expenses in respect thereof.
 20. The Corporation reserves the rights to terminate the license of the Agency at any time after handing over the possession of the said space by expressly serving upon the Agency two (2) month notice to that effect and the Agency shall be liable to hand over the vacant possession of the said space by the date as stipulated in the notice. The Agency may, however, surrender the space allotted to him during the license period by giving two (2) month notice in writing to the Corporation.
 21. On surrendering the space by the agency, the agency 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

Corporation. The interest free security shall be refunded to the agency after adjusting the amount, if any, due from the agency.

22. On the termination/ expiry of license under any of the terms and conditions of the license: -
 - i) The agency will deliver the vacant possession of the space its original state to the Corporation, 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 agency.
 - ii) The amount of interest free security lying at the credit of the agency after adjusting all the dues shall, however, be refunded to him.
23. The Managing Director of the Corporation may impose additional terms and conditions as may be required in the best interest of the Corporation or for the proper performance of the arrangement/ contract.
24. In the event of any question, dispute or difference arising out of this license or in any manner touching the license and the solution of which is not expressly provided in the license agreement, the same shall be referred to Sole Arbitrator, mutually agreed by both the parties. The proceedings shall be conducted as per the Arbitration and Conciliation Act, 1996. The award of the Arbitrator shall be final and binding on the parties. Subject to the arbitration clause, the Courts at Chandigarh shall have the exclusive jurisdiction.

MANAGING DIRECTOR

TECHNICAL BID

Sr. No.	Particulars	
1.	Earnest Money Deposit details like (DD No., Date and Amount)	
2.	Name, Address, Telephone, Email ID of the Applicant	
3.	Status of the applicant i.e. Individual, Firm, Company along with proof	
4.	PAN No, GST No. if any	
5.	Submit documents as per Clause 1 (a) of the tender.	
6.	Submit documents as per Clause 1 (b) of the tender.	
7.	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