



**Chandigarh Industrial & Tourism Development Corporation Limited**

CIN: U45202CH1974SGC003415

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

Phone no. 4647931

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**E-TENDER DOCUMENT**

**E-Tender is invited for Licensing out open space/ counter 8'-0" x 10'-0" (total area measuring 80 sq ft) for managing & operating Narial Pani Outlet/ counter at Chef Lakeview, (A unit of CITCO), Sukhna Lake, Sector 1, Chandigarh on License basis and on "as is where is basis".**

Interested bidders are advised to visit the premises at Chef Lakeview (Sukhna Lake) before submitting e-bid and assess the proposed area of space. For more detail, please contact Sh. Anil Goyal, Manager (Chef Lakeview), CITCO at mobile no. 95010-28347.

**MINIMUM RESERVE LICENSE FEE**

The Reserve License fee is Rs.1,00,000/- per month + GST (as applicable). Bids below the minimum reserve License Fee shall not be accepted.

**TERMS & CONDITIONS: -**

1. The Terms & Conditions hereinafter regulate the allotment of open Space/ premises/ area measuring (8'-0" x 10'-0" i.e. total area measuring 80 Sq. Ft.) for Nariyal Pani only (hereinafter called as "Premises")

Provided, that the Licensee will not sell or cook any other item at Chef Lakeview on license basis.

2. E-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 have 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.

3. The e-bid must be accompanied by the scanned copy of Pay Order/ Demand Draft of an earnest money of Rs.1,80,000/- of any scheduled bank drawn in favour of "CITCO" in any scheduled Bank at Chandigarh.

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.

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. The earnest money shall however, stand forfeited in case the bidder failed to deposit security within the stipulated period or withdraws his offer after opening of the financial bid.

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 two years, and
- the highest (H2) bidder may be given the chance to take the tender at the rate of (H1) bidder.

Further, if more than one bidder quotes 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 quotes the same highest monthly License fee in the physical bids, then the tender shall be allotted by draw of lots.

4. The validity of tender shall be for 120 days from the date of receipt. The Corporation will not entertain any request for the decrease of license fee on account of any reason, whatsoever, during the period of contract.
5. 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.

#### **OTHER TERMS AND CONDITIONS: -**

6. 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
7. The Licensee will occupy only the allotted area. He will keep its raw material, equipments, cash counter etc within the said appropriate area of 80 sq. ft. (8 x 10 sq ft). Further, the licensee will keep the allotted area neat and clean and will not make the said area dirty.
  8. The License period shall be for a period of five (5) years only.
  9. The contract will have a Lock-in period of 1 year 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.
  10. The Licensee will be given 15 days for making/ renovation of the Counter from the date of possession/ deemed possession. Therefore, the possession of the allotted space/ area will have to be taken by the licensee within 15 days from the date of allotment letter. On the expiry of 15th day from the date of allotment letter, it is presumed that the possession has been taken by the Licensee (deemed possession) without any intimation.

Thus, the monthly license fees will be levied/ recoverable immediately after the expiry of period of 15 days of possession/ deemed possession or from date of operations, whichever is earlier.

It is further submitted that the licensee is required to deposit interest free security equal to 6 months determined license fee within 15 days from the date of allotment and before taking over of the physical possession of premises.

11. 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.
12. After the allotment, the Licensee shall install/ keep beautiful/ attractive counter at the allotted space.
13. The licensee will have to deposit interest free security equal to 6 months determined license fee, less the earnest money within 15 days from the date of allotment and before taking over of the physical possession of premises.

Failure to deposit the interest free security within 15 days, the amount of earnest money deposited by Licensee shall stand forfeited.

14. 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.

15. The Licensee shall pay to the Corporation towards agreed monthly license fee plus GST by 7<sup>th</sup> 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.
16. 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 3 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 3 months notice not prior to one year of the possession in writing to 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 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 only 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.
20. 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.
21. It will be the responsibility of the Licensee at all times to keep and maintain the hygienic and cleanliness of the space/ counter and the material to be sold the Counter and also the nearby area should be kept 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 complaint regarding non-display of selling rates at the Counter for the convenience of public or complaint regarding unhygienic/ unclean space/ area at space or complaint regarding occupying in excess of allotted space, will be received against the agency, and the agency found responsible for the said violation, then a penalty of :-

- Rs.10,000/-+GST will be levied for 1<sup>st</sup> violation,

- Rs.20,000/-+GST will be levied for 2<sup>nd</sup> violation,
- Rs.30,000/- +GST will be levied for 3<sup>rd</sup> violation,

shall be imposed on the agency. In case of 4<sup>th</sup> violation or thereafter, then in that case, CITCO reserves the right to cancel the contract and to re-possess the possession of the premises as may be decided at the sole direction of Managing Director, CITCO.

If the Licensee sell or cook any item not allotted, then the contract shall be terminated, security deposit shall be forfeited and the licensee shall be debarred by the Corporation for a period of three years.

If the Licensee encroaches the space beyond the allotted space, then the encroached area rental shall be calculated on per Sq Ft. basis in proportion to rent of allotted area. In addition the amount of penalty shall also be imposed equivalent to double the rental of encroached area and other action shall also be taken.

22. 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.

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.

23. The Customers shall be charged reasonable rates. In the event of any complaint, CITCO can initiate the suitable action for termination with one month notice.
24. The 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 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 unit concerned and can also be furnished for police verification, if required.
25. 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.
26. The 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 Counter is located.
27. The Licensee before taking over the possession of the space shall furnish 12 Nos. of post dated cheques to the HOD or Manager (Chef Lakeview) at Sukhna Lake 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.

28. The licensee will be provided 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.
29. 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.
30. 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.
31. 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.
32. 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.
33. 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.
34. The Licensee shall not sublet, assign or part with possession of the said space or any part thereof.
35. The Licensor may through his officers and officials, 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. 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).

37. In the event of non-payment of the license fee or non-use of such premises by the due or extended date not exceeding 15 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 alongwith interest @ 18%.

38. 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.
39. 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.
40. The Managing Director of the Corporation may impose additional terms and conditions as may be required in the best interest of the Corporation.
41. 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

(27)

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**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 (laldora) 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.

*S.K. Sandhu*  
o/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.

*S.K. Sandhu*  
o/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.

*S.K. Sandhu*  
o/c Joint Secretary Environment,  
Chandigarh Administration.

TECHNICAL BID

<b>Sr. No.</b>	<b>Description</b>	<b>To be filled in by the Bidder</b>
1	Name & Address of the Bidder	
2	Earnest Money deposit detail like (DD No. Date and Amount)	
3	Telephone No., Fax No. Email ID, Mobile No.	
4	Legal status of the applicant i.e. whether Individual/ Firm/ Partnership/ Company (attach copies of document defining the legal status).	
5	PAN No (Attach copy).	
	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(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**, Phone No. 0172-2740641. 0172-2740003.