



Chandigarh Industrial & Tourism Development Corporation Limited
CIN: U45202CH1974SGC003415
Regd. Office: SCO – 121-122, Sector 17-B, Chandigarh – 160017
Phone no. 0172 - 4647931
Email: info@citcochandigarh.com, Website: www.citcochandigarh.com

E-TENDER

E-tender is invited for licensing out Convenience Store / Shop at CITCO's Petrol Station, Sector 38 (West), Chandigarh for carrying out the business of Convenience Store on monthly license fee basis and "as is where is basis".

The bidder/ licensee will be allowed to sell Grocery Items, Confectionery, Eatery Items, Automobile Parts etc. except business activity which are not allowed by Oil Marketing Company i.e. M/s Indian Oil Corporation Limited

The area of the Convenience Store / Shop is 725 Sq. Ft. approximately (hereinafter referred to as "Shop/ Store/ Premises" situated at CITCO's Petrol Station Sector-38 (West), Chandigarh.

Interested parties are advised to visit the site/ premises before submitting E-bid and assess the proposed area of Shop/Store at CITCO's Petrol Station, Sector 38 (West), Chandigarh. For more details, please contact Sh. Sudhir Gupta, DGM(Tech), Mob. No. 0172 - 46444430

TERMS AND CONDITIONS:-

1. The e-bid must be accompanied by the scanned copy of Pay Order/ Demand Draft of an earnest money of Rs.25,000/- 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 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.

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 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.

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.

In the Financial Bid/ BOQ, the Bidders have 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.

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, 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.
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 agreed license fee on account of any reason, whatsoever, during the period of contract.
5. In these terms and conditions unless the context otherwise required.
 - a) "Licensor"/"Corporation" means the Chandigarh Industrial & Tourism Development Corporation Limited, Chandigarh.
 - b) "Licensee" means, a person, a firm, or a company to whom the shop is allotted on license basis.
 - c) "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 shop allotted by the licensor.
 - d) "License" means, the allotment letter containing detailed terms and conditions of allotment of the shop.
6. The Licensee will be given 15 days for making/ renovation of the Store from the date of possession/ deemed possession. Therefore, the possession of the allotted Store will have to be taken by the licensee 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 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 start 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 10 days from the date of allotment and before taking over of the physical possession of premises.”

7. The shop/premises/store are and shall be deemed to be “public premises” as defined in the Public Premises (Eviction of Unauthorized Occupants) Act or any amendment thereof.
8. The contract shall be allotted for a period of 5 (five) years.
9. The licensee will have to deposit interest free security equal to 6 (six) months determined license fee, less the earnest money within 10 days from the date of allotment of letter. Failure to deposit the interest free security within 10 days from the date of allotment of shop, the amount deposited as earnest money by Licensee shall stand forfeited.
10. The license fee shall increase by 10% annually of the immediately preceding monthly license fee. 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.
11. The Licensee shall pay to the Corporation towards agreed monthly license fee plus GST by 7th of every month/each month. No part payment will be accepted under any circumstances. If default is made in paying the said amount in time interest @ 18% shall be chargeable from the due date to the actual date of payment, apart from other punitive action such as disconnection of electricity, if any etc.
12. 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.
13. The licensor reserves the rights to terminate the license of the licensee at any time after handing over the possession of the said shop by expressly serving upon the licensee 3 (three) months notice to that effect and the licensee shall be liable to hand over the vacant possession of the said shop by the date as stipulated in the notice. The licensee can similarly also surrender the shop allotted to him during the license period by giving three months notice in writing to the licensor.

14. The licensee will be provided a separate electricity sub meter for the shop allotted to him and shall be responsible to pay his share of electricity charges to CITCO/concerned authority at the rates as may be applicable from time to time before the due date and time.
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 shop (on the termination of license or resumption of the said shop as the case may be). 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 shop as the Government may levy from time to time under any law.
18. On surrendering the shop by the licensee, the Licensee shall clear 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 shop has been allotted to him, on the days and during the hours to be determined by the Licensor from time to time. Any change in the authorized trade shall be made only with the prior permission in writing of the Licensor.
20. The Licensee shall pay to the Corporation towards agreed monthly license fee plus GST by 7th 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 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 shop in front of the same.
23. The Licensee will at all times keep and maintain the said shop 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 abide by the Acts, rules, regulations, instructions, notifications, orders issued by Chandigarh Administration or Central Govt.
25. The Licensee shall be required to adopt fair business practices and charge the customers reasonable price. In the event of a complaint that prices charged are exorbitant, the Licensor shall be entitled to seek such information from the Licensee to satisfy itself that the prices charged are not exorbitant. The Licensee shall furnish all the required information to the Licensor immediately on receiving a communication to that effect from the Licensor.
26. The Licensee shall not alter the original colour of the outside the shop 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 shops, the head of the unit concerned shall approve size, design, colour etc. where the shop is located.
27. The Licensee shall not employ for work or otherwise allow any person at the said shop 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 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.
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 shop is located.
29. In the event of any damage being caused to said shop or any property of the licensor by the licensee or his servants or agents or any one upon the said shop with the acceptance or implied consent of the Licensee, 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 shop 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 shop 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 officials, at all reasonable times and in a reasonable manner enter upon in 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 shop allotted to him, which may cause disturbance in area wherein the shop is located.
35. In the event of non-payment of the license fee or non-use of such premises by the due or extended date not exceeding 60 days or breach or non-observance by the licensee or any of the conditions of the licensee, it shall be lawful for the licensor notwithstanding the waiver of any previous cause or right for re-entry to terminate the license and enter into and to re-possess, retain and enjoy the same as of his former estate and the licensee will not 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%.

36. Failure to discharge the contractual obligations by the Licensee may lead to cancellation of the contract, forfeiture of the security deposit and debarring of the firm for future tendering in the Corporation upto three years at the sole discretion of the Corporation.
37. On the termination of license under any of the terms and conditions of the license:-
 - a. The Licensee will deliver the vacant possession of the shop in its original state to the licensor, failing which the shop 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.
 - b. The amount of interest free security lying at the credit of the licensee after adjusting all the dues shall, however, be refunded to him.
38. On the expiry of license period or extended period, the Licensee will deliver the vacant possession of the shop 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.
39. The Managing Director of the Corporation may impose additional terms and conditions as may be required in the best interest of the Corporation.

40. In the event of any dispute, difference or question arising out of or in respect of this agreement or breach of any terms thereof or in any manner whatsoever in connection with it, the same shall be referred to the Sole Arbitrator i.e. the Managing Director, CITCO or any person appointed by him. The decision or award so given shall be binding on the parties. Courts at Chandigarh shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.
41. 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, Mobile, email id of the Applicant	
3.	Status of Application (i.e. whether Individual/ Firm/ Company etc)	
4.	PAN No.	
5.	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.