

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

CITCO invites e-tender 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". Last date of submission of bid is 22.01.2025 till 5.00 P.M.

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 M/s Indian Oil Corporation Limited i.e. sale of any kind of Liquor etc. as the premises is inflammable being Petrol Pump.

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.

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 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. 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 allotment shall normally be made to the bidder who is technically evaluated to meet the criteria for selection & quoting highest financial bid for the monthly license fee.
7. A) Possession of the allotted booth / 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.

B) Thus, the monthly license fees will be levied/ recoverable immediately upon the expiry of period of 15 days of possession/ deemed possession from date of operations, whichever is earlier.
8. 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, failing which the amount deposited as earnest money by Licensee shall stand forfeited & firm shall be blacklisted as mentioned in tender document.
9. The Licensee before taking over the possession of the Shop shall furnish 60 nos. Post dated cheques equivalent to the monthly license fee covering the entire agreed license period with the Manager Accounts, Hotel Parkview) (CITCO) within 15 days from the date of issue of this letter. In case you fail to deposit the interest free security and post dated cheques within the stipulated period as stated above, the allotment of space will be cancelled and earnest money of Rs. 25,000/- deposited by you shall stand forfeited. In case of bouncing of cheque for any reasons, penal interest @ 18% per month as indicated hereinbefore shall be charged by the Licensor from the Licensee as penalty. 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.
10. The shop/premises/store area and shall be deemed to be "public premises" as defined in the Public Premises (Eviction of Unauthorized Occupants) Act or any amendment thereof.
11. The contract shall be allotted for a period of 5+5 years. The contract will be extended on year to year basis based on the performance report of Licensee. MD

reserves the right to extend the period of contract beyond 10 years depending the upon satisfactory report on the terms and conditions already settled.

12. 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.

13. An annual increase of license fee @10% of the immediately preceding monthly license fee in respect of Booth shall be charged. 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 month on the outstanding dues.
14. a) 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% per month 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.
- b) If Licensee fails to pay more than 02 months licensee fee by the given date as per clause no. 14 (a) then the contract shall be terminated on the 3rd month and recovery license fee alongwith interest @18% per month shall be made out from the security deposit and Licensee shall be debarred for participating in the e-tender for the period of 03 years.
15. The Licensee shall take off its belongings by the last date of the contract at Midnight. On the next day of cessation of contract CITCO's will take over the belongings 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. 10000/- 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".
16. 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 & Licensee shall be debarred for 3 years for further participation in CITCO tendering.
17. The licensor reserves the rights to terminate the license of the licensee at any time by expressly serving upon the licensee 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 may, however, surrender the shop allotted to him during the license period by giving three months notice in writing to the licensor after the completion of lock-in period of one year. If Licensee surrenders within lock-in period then action as per clause 16 shall be initiated.

18. 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.

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.

19. 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.
20. 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 M/s Indian Oil Corporation Limited i.e. sale of any kind of Liquor etc. as the premises is inflammable being Petrol Pump.
21. Further it is also mentioned here that if Licensee wants to add more items in the Tender then it shall be permitted by the office at the discretion of Managing Director, CITCO.

Therefore, the Licensee shall be required to pay extra license fee than the license fee being charged to be decided by Managing Director, CITCO

22. The Licensee will be allowed to occupy only the allotted shop i.e. the area 725 sq. ft. approximately duly marked. Any grocery items, which is outside the marked area will be confiscated by the Corporation officials & such violation shall be charged/penalized as under.
 - Rs.20,000/-+GST will be levied for 1st violation
 - Rs.40,000/-+GST will be levied for 2nd violation

shall be imposed on the agency. In case of 3rd violation, then in that case, CITCO reserves the right to cancel the contract/ forfeit advance license fee and to re-possess the possession of the premises as may be decided at the sole direction of Managing Director, CITCO.

23. 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.
24. 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.
25. 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.
26. 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 sand due to other reasons beyond the control of the licensor. The licensee shall, therefore, at his discretion get this risk covered through Insurance.

27. 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.
28. 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.
29. The Licensee shall charge the customer's reasonable price for the good sold or service rendered.
30. The Licensee shall not employ for work or otherwise allow any person at the said Booth 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 Booth 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.
31. The Licensee shall abide by the Acts, rules, regulations, instructions, notifications, orders issued by Chandigarh Administration or Central Govt.
32. 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.
33. 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.
34. The Licensee shall not sublet, assign or part with possession of the said shop or any part thereof. If found sublet, then the Licensee shall be terminated and security deposited shall be forfeited and debarred for 03 years and penalty @40000/- per day of subletting shall be charged.
35. 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.
36. The Licensor shall have full rights, power and authority at all times to do through his officers 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 which is deemed volatile of Terms and conditions of Licensee/Tender Document.
37. The Licensee will not install and operate any public address system or any other media in the shop/premises allotted to him, which may cause disturbance in area wherein the shop is located.
38. The agency has to give undertaking as per Annexure 'B' after taking of the possession of the said shop.
39. In the event of non-use of such premises beyond 60 days from the date of allotment 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, may levy penalty as mentioned at Sr. No. 22.

40. 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.
41. 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.
42. 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.
43. Failure to hand over the vacant possession the premises shall be got vacated under the Public Premises (Eviction of Unauthorized Occupants) Act, 1971.
44. The Managing Director of the Corporation may impose additional terms and conditions as may be required in the best interest of the Corporation.
45. All terms and conditions of Convenience Store at CITCO Petrol Station, Sector 38, Chandigarh shall be governed by the provisions of Capital of Punjab (Development and Regulation) Act, 1952 and Rules framed there under from time to time.
46. 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 10 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.

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.

ANNEXURE 'B'

UNDERTAKING TO BE FURNISHED BY BIDDER

I hereby undertake that I had visited the site and found it in functional and good working condition. The renovations required at the said shop shall be carried out as per the norms of Chandigarh Administration.

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 to perform/sell only those items as allowed/ mentioned in the tender document.

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 19th 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