



Chandigarh Industrial & Tourism Development Corporation Limited

CIN: U45202CH1974SGC003415

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

Phone No. 0172 –4644430-34

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

E-TENDER DOCUMENT

CITCO invites e-bids for Licensing out Canteen at CITCO's Sales Depot, Plot No. 181/1-2, Industrial Area, Phase-I, Chandigarh, on License Basis. The said Canteen Area consists of 140 sq. Ft. (approx) for Kitchen (including washroom) and 443 sq ft (approx) area for sitting (Total area measuring 583 sq ft approx).

Interested parties are advised to visit the site and assess the proposed area to be licensed out before applying for the tender. For more details, please contact Sh.Ganesh Datt Sharma, Manager, Sales Depot, Head Office, CITCO at S.C.O. 121-122, 3rd Floor, Sector 17-B, Chandigarh at Mobile No. 98881-21118.

ELIGIBILITY CRITERIA:-

1. The bidder should have two (2) years experience of running Canteen/ Cafeteria/ Eating Joint etc.

For the purpose, the bidder will submit the contract letter or experience certificate by 3rd party regarding the above said experience.

TERMS & CONDITIONS:-

1. Minimum Reserve License Fee

The monthly reserve License fee is Rs.22,000/- per month + GST (as applicable). Bids below the minimum Reserve License Fee shall not be accepted.

2. The Terms and conditions hereinafter regulate the allotment of the Canteen Sales Depot, Chandigarh on "as is where is basis". For more details, please contact Sh. Ganesh Dutt Sharma, Manager, Sales Depot, CITCO at 98881-21118.
3. The License will be for running Canteen only.
4. In these terms and conditions unless the context otherwise requires:-
 - i) "Licensor"/"Corporation" means the Chandigarh Industrial & Tourism Development Corporation Limited, Chandigarh.

- ii) "Licensee" means a person, a firm, or a company to whom the said Canteen is allotted on license basis.
 - iii) "License Fee" means the sum of money payable monthly by the licensee in accordance with the terms and conditions of the license in respect of the Canteen allotted by the licensor.
 - iv) "License" means the allotment letter containing detailed terms and conditions of allotment of the Canteen.
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 and submit in his bid accordingly.
 6. 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.
 7. The e-bid must be accompanied by the scanned copy of Pay Order/ Demand Draft of an earnest money of Rs. 26,400/- 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 covering 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 three 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.

8. 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 has 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.

9. The initial license period shall be for a period of three (3) years and further extendable for another period of two (2) years, at the sole discretion of CITCO, considering performance etc.
10. Before Issuance of Allotment letter, a Letter of Intent shall be issued to to the successful bidder for:
 - a) For depositing interest free security equal to 6 (six) months determined license fee, less the earnest money within 7 days from the letter of Intent.
 - b) post dated cheques equivalent 60 months license fee in advance to the Unit Head of Sales Depot within 7 days of the issue of the Letter of Intent.
 - c) 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 7 days of issue of Letter of Intent. 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.

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.

Failure to abide by Letter of Intent, the amount of earnest money of Licensee shall stand forfeited and the agency shall be blacklisted for future tendering in CITCO for 3 years.

11. A) The Licensee will be given 30 days for making/ renovation of said Canteen from the date of possession/ deemed possession. Therefore, the possession of the allotted area will have to be taken by the licensee within 02 days from the date of issue of allotment letter. On the expiry of 2nd day from the date of allotment letter, it shall be 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 30 days of possession/ deemed possession or from date of operations, whichever is earlier.
12. The contract will have a Lock-in period of 12 months 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.

13. An annual increase @10% of the immediately preceding monthly license fee in respect of Canteen 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 annum on the outstanding dues. Increase in license fee shall be effective from 1st day of month in which month a year is completed.
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% 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% shall be made out from the security deposit & Security Deposit shall also be forfeited and Licensee shall be debarred for participating in the e-tender for the period of 03 years.
15. 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 Canteen by the date as stipulated in the notice. The licensee may, however, surrender the Canteen allotted to him during the license period by giving three months notice in writing to the licensor. If Licensee surrenders within lock-in period then action as per clause 12 shall be initiated.
16. The licensee will be provided a separate electricity sub-meter for the Canteen 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.
- The Licensee shall make prompt payments of electricity and other charges (if any) to the authorities concerned and shall pay all arrears, if any, before vacating the said Canteen on the termination of license or resumption of the said Canteen. 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.
17. The Licensee will be allowed to run Canteen only.
18. The Licensee will be allowed to occupy only the allotted area duly marked. Any items, if found outside the marked allotted area will be confiscated by the Corporation officials & such any violation shall be charged 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, lease deed, forfeiture for security deposit and to re-possess the possession of the Canteen as may be decided at the sole direction of Managing Director, CITCO.

If the Licensee encroaches the area beyond the allotted Canteen, then the penalty Rs. 40,000/- per day shall also be imposed and other action as deemed fit by MD, CITCO shall also be taken.

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 licensee will be liable to pay all such fees, taxes etc. in respect of the Canteen as the Government may levy from time to time under any law.
21. On surrendering the Canteen by the licensee, Licensee 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.
22. The Licensee will be entitled to carry out the authorized trade only for which the Canteen has been allotted, 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 Canteen for residential purpose. Any change in the authorized trade shall be made only with the prior permission in writing of the Licensor.
23. 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.
24. 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 Canteen in front of the same. Licensee will not make any addition or alteration on any part of the Canteen without the prior permission in writing of the licensor.
25. The Licensee will at all times keep and maintain the said Canteen in a proper state of cleanliness to the satisfaction of the licensor or his officers duly authorized by him in this behalf.
26. The Licensee shall charge the customer's reasonable price for the good sold or service rendered
27. The Licensee shall not employ for work or otherwise allow any person at the said Canteen 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 Canteen 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 Canteen is located.
29. In the event of any damage being caused to any property of the licensor by the licensee or his employees or any one upon the said Canteen 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 Canteen 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 @Rs.40,000/- per day of subletting shall be charged.
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 Canteen for undertaking the repairs of the Canteen.
32. The Licensor shall have full rights, power and authority at all times to do through his officers/officials 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 Licensee will not install and operate any public address system or any other media in the Canteen allotted to him, which may cause disturbance in area wherein the Canteen is located.
34. In the event of non-payment of the license fee or non-use of such Canteen 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 be entitled to any compensation, what so ever on account of such resumption.
35. The Canteen 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
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 licensee 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:-
- i) The Licensee will deliver the vacant possession of the Canteen in its original state to the licensor, failing which the Canteen shall be got vacated in accordance with the provisions contained in the Public Canteen (Eviction of unauthorized Occupants) Act, 1971. The cost of damages, if any, to the Canteen 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.
38. The Licensee shall vacate the Canteen by the last date of the contract at Midnight. On the next day of cessation of contract CITCO's will take over the Canteen 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. 40,000/- 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". The Licensee shall have no physical and financial claim to such articles or the Sale value generated from disposal of such articles. In such a situation, the security deposit shall be refunded after deducting the proportionate licensee fee plus penalty as mentioned herein above.

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. All terms and conditions of Canteen, Sales Depot shall be governed by the provisions of Capital of Punjab (Development and Regulation) Act, 1952 and Rules framed there under from time to time.
41. In the event of any question, dispute, or difference arising out of the agreement or in any manner touching this agreement and the solution of which is not expressly provided in this agreement, the same shall be referred to Mediator appointed by the MD, CITCO for mutually agreed between the Licensor and the Licensee. The decision of the Mediator shall be abided to by the licensee.
42. **Force Majeure**

The Licensee shall be liable for any failure to perform or delay in performance of any of its obligations under the Agreement unless caused by circumstances beyond its reasonable control, including but not limited to: acts of God, natural disasters (earthquakes, floods, hurricanes), fires, explosions, wars, riots, civil unrest, strikes, government actions, terrorist acts, epidemics, or significant disruptions in transportation or supply chains; provided that the affected licensee promptly notifies the Corporation of the Force Majeure event and takes all reasonable efforts to mitigate its impact and resume performance as soon as practicable."

MANAGING DIRECTOR

Technical Bid

Sr. No.	Description	To be filled in by the Bidder
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.	GST No/ PAN Card No (Attach copies).	
6.	Proposed trade / Activity to be carried out (Brief Description thereof).	
7.	Undertaking (Annexure "B")	
8	Any other information considered necessary	

PROCEDURE FOR E-TENDERING

1. The Bids shall be received electronically only through the website <https://etenders.chd.nic.in/nicgep/app>
2. Bid Document can be downloaded from the website of Chandigarh Administration <https://etenders.chd.nic.in/nicgep/app>
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 <https://etenders.chd.nic.in/nicgep/app> 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 <https://etenders.chd.nic.in/nicgep/app>. 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.

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 Canteen at Sales Depot, CITCO. I am willing to take the Canteen on "As is where is basis" and filling Bid after visiting the Canteen. The renovations required by me at the said space shall be carried out as per the norms of Chandigarh Administration/ CITCO/or any other Authority of Government etc.

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 only permissible trade for as 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 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