



Chandigarh Industrial & Tourism Development Corporation Limited

CIN: U45202CH1974SGC003415

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

Phone no. 0172 - 4647931

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

E-TENDER

Scope of Work

CITCO intends to license out Open space measuring 500 Sq Ft (approx i.e. 20' x 25' approx) (space/ premises) at Village Mauli Jagran, UT, Chandigarh on "as is where is basis" is being offered for Allotment on Licensee basis for running business as per Policy of Chandigarh Administration.

For visiting the said site interested Bidders may contact Mr. Ganesh Dutt Sharma, Manager (Sales Depot) ,Mobile No. 9888121118.

Terms & conditions of Tender Document

1. Minimum Reserve License Fee

The monthly reserve License fee is Rs.3,30,000/- per month + GST (as applicable). Bids below the minimum reserve License Fee shall not be accepted.

2. 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 open space 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 open space allotted by the licensor.
- iv) **"License"** means the allotment letter containing detailed terms and conditions of allotment of the open space

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 & CONDITIONS: -

- 3. Tenders will be invited under online Two Bid tendering process i.e. Technical Bid and Financial Bid separately. After scrutiny of the information received in Technical Bid, clarifications, if any, wherever necessary, will be obtained from the Bidder. After necessary appraisal of the bidder's experience and technical expertise, technical short-listing will be done.

In the Financial Bid, the Bidders has to the quote monthly license fee without including tax (as the taxes will be extra as applicable). In case, the bidder has submitted the monthly license fee including taxes, then CITCO will neither be responsible for it nor entertain any request for the same.

Consequently, "Financial Bid will be opened in respect of only those tenders 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.

4. The e-bid must be accompanied by the scanned copy of Pay Order/ Demand Draft of an earnest money (EMD) of Rs.4,00,000 /- 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 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.

5. 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.
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. **The contract shall be allotted for a period of 5 (five) + 2 years. Extension for 2 years shall be given upon satisfactory service & at sole discretion of M.D., CITCO.**
8. A) Possession of the allotted Open space/ area will have to be taken by the licensee within 02 days from the date of allotment letter. On the expiry of 2nd 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 2nd day of possession/ deemed possession from date of operations, whichever is earlier.

9. Before Issuance of Allotment letter, a Letter of Intent shall be issued to the successful bidder for:

- a) For depositing interest free security equal to 06 months determined license fee, less the earnest money within 10 days from the letter of Intent.
- b) Post dated cheques equivalent 60 months license fee in advance to the Unit Head of Chef Lakeview within 10 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 10 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 available to the Corporation.

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

10. 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 03 years for further participation in CITCO tendering.
11. An annual increase of license fee @10% of the immediately preceding monthly license fee shall be charged. The increase shall be effective from 1st day of the month in which 12 months/365 days are completed. Such increase shall be rounded to higher hundred Rupees. 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.
12.
 - 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. 12(a) then the contract shall be terminated immediately and recovery of the license fee alongwith interest @18% per month shall be made out of the security deposit and Licensee shall be debarred for participating in the e-tender for the period of 03 years.

13. After expiry of lock-in period as per clause no.10 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 Open space by the date as stipulated in the notice. The licensee may, however, surrender the Open space 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 10 shall be initiated.
14. The licensee will be provided a separate electricity sub-meter for the Open space 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 Open space on the termination of license or resumption of the said Booth. 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.

15. The Licensee will be allowed to perform such business which are admissible as per Chandigarh Administration policy
16. The Licensee will be allowed to occupy only the allotted area duly marked. n Any article/item if found outside the marked allotted area will be confiscated by the Corporation officials & such violation shall be e 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 repossess the possession of the premises as may be decided at the sole direction of Managing Director, CITCO.

17. 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.
18. It will be the responsibility of the Licensee at all times to keep and maintain the hygienic and cleanliness of the booth/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.
19. The licensee will be liable to pay all such fees, taxes etc. in respect of the open space as the Government may levy from time to time under any law.
20. On surrendering the open space 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.
21. The Licensee will be entitled to carry out the authorized trade only for which the open space has been allotted, on the days and during the hours to be determined by the Licensor from time to time. licensee shall be entitled or permitted to use the open

space for residential purpose Any change in the authorized trade shall be made only with the prior permission in writing of the Licensor.

22. 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.
23. 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 allotted space without the prior permission in writing of the licensor.
24. The Licensee shall charge the customer's reasonable price for the goods sold or service rendered.
25. The Licensee shall not employ for work or otherwise allow any person at the said open space who is not of good character and behaviour and/or suffering from any contagious infectious disease or if not suitably attired or otherwise unsuitable to be seen in a property wherein the said open space is located. The Licensee shall furnish their photograph and that of their employee(s) along with their addresses and other relevant details to the entire satisfaction of the head of the units concerned.
26. 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 Open space is located.
27. In the event of any damage being caused to any property of the licensor by the licensee or his officials or agents or any one upon the said Open 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.
28. The Licensee shall not sublet, assign or part with possession of the said space or any part thereof. If Sublet, the Licensee shall be terminated and security deposited shall be forfeited and debarred for 03 years and penalty Rs. @40000/- per day of subletting shall be charged.
29. 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 Open space for undertaking the repairs of the premises.
30. The Licensor shall have full rights, power and authority at all times to do through his officers or 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.
31. The Licensee will not install and operate any public address system or any other media in and around Open space allotted to him, which may cause disturbance in area wherein the Open space is located.
32. During the tenure of the Contract, the agency should ensure that it does not pollute the area also give undertaking as per Annexure 'B'
33. 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.
34. The area in & around the said Open space shall not be encroached upon and used or allowed to encroach upon or used for any purpose other than a corridor.
35. 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. 16

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 03 years at the sole discretion of the Corporation.
37. On the expiry of license period, the Licensee will deliver the vacant possession of the Open space in its original state i.e. without any damage, if any damage found, the cost of such damage as assessed by Engg. Wing, CITCO, shall be recovered from the licensee.
38. 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. 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" and licensee shall have no claim on such belongings or the proceeds of such disposal.
39. 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 Open space in its original state to the licensor, failing which the Open 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.
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. All terms and conditions of Open space shall be governed by the provisions of Capital of Punjab (Development and Regulation) Act, 1952 and Rules framed there under from time to time.
42. 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.
43. **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."

44. Any Individual/Firm/Entity etc. in conflict i.e. legal shall not be eligible for participation in this Bid.
45. All legal disputes relating to this Bid shall be held in U.T. Chandigarh.
46. Space /premises 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.

MANAGING DIRECTOR

Technical Bid

Sr. No.	Particulars	
1.	Earnest Money Deposit details like (DD No., Date and Amount)	
2.	Name, Address, Telephone, Email ID of the Applicant	
3.	Status of the applicant i.e. Individual, Firm, Company along with proof	
4.	PAN No.	
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 space shall be carried out as per the norms of Chandigarh Administration & CITCO.

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