

**CHANDIGARH INDUSTRIAL & TOURISM DEVELOPMENT
CORPORATION LIMITED**

S.C.O. 121-122, SECTOR 17-B, CHANDIGARH

PH. NO. 2704761, 2704356, 4644430-34,

Tender Notice

CITCO invites Tender for allotment of Space on license basis for setting up Pollution Check Centre at Petrol Station, Sector-56, Chandigarh.(Area 30.25 sq. ft.). Interested parties may submit their offers as per the Tender document available with Manager, Petrol Station, CITCO. For detailed terms & Conditions, please log on to CITCO website: WWW.citcochandigarh.gov.in. Offer should be accompanied with Earnest Money of Rs. 10000/-. Tender offer should be submitted upto 3-00 P.M on 29.09.2015.The Tenders will be opened on 29.09.2015 at 3.30 P.M on the same day in the presence of the Tenderers or their representatives who may like to be present at that time.

Managing Director CITCO reserves the right to reject/ accept any or all offers without assigning any reason.

MANAGING DIRECTOR

CHANDIGARH INDUSTRIAL & TOURISM DEVELOPMENT CORPORATION LIMITED

S.C.O. 121-122, SECTOR 17-B, CHANDIGARH

PH. NO. 2704761, 2704356, 4644430-34, 4647920 and 4647918

Description:- Allotment of space for Pollution Check Centre of Petrol station, sector-56 Chandigarh.

TERMS AND CONDITIONS:-

1. In these terms and conditions unless the context otherwise required.
 - i) "Licensor" / "Corporation" means the Chandigarh Industrial & tourism Development Corporation Ltd. Chandigarh (CITCO)
 - ii) "Licensee" means, a person, a firm or a company to whom the space is allotted on license basis.
 - iii) "License fee" means, the sum of money payable by the Licensee in accordance with the terms and conditions of the license in respect of the space allotted by the Licensor.
 - iv) "License" means, the allotment letter containing details terms and conditions of allotment of the space on license basis.
 - v) "License agreement" means an agreement containing the terms and conditions on which the space for pollution check centre.
2. The terms and conditions herein after regulate the allotment of space measuring as area of 30.25 sq ft..(size 5.5 ft.x 5.5 ft approx) space for setting up of pollution check centre at Petrol Station,Sector-56.
3. The bidder should have requisite equipment and expertise in the trade.
4. The tender must accompanied by Earnest money deposit (EMD) of Rs.10,000/- (Rupees ten thousand only) by pay order/demand draft of any scheduled bank drawn in favour of "CITCO". The amount of earnest money shall not be accepted through Cheque. The amount of earnest money, if any lying with the Corporation or any other pending amount will not be adjusted against the present tender. Bid received without EMD shall not be entertained.
5. The monthly license fee shall required to be deposit every month in advance but not later by 7th of each month. In case of default in making payment in time interest @ 18% P.A shall be charged from the due date.
6. The EMD received along with tender shall be kept as Interest free security from the successful bidder during the period of license. The Security stand

forfeited in case the bidder fails to take over the possession of the space within 7 days from the allotment of the space offer to him.

7. The license period for the space shall be initially for three years. The same shall be extendable by two years on year to year basis subject to satisfactory performance etc.
8. The license fee shall increase by 10% every year over the immediately preceding monthly license fee in respect of the space. In case the licensee fails to pay the license fee/increased license fee, as the case may be, by the due date, he shall without prejudice to the other rights and remedies of the license, be liable to pay penal interest @ 18% per Annam on the outstanding dues.
9. During working hours the Licensee shall ensure easy exit of vehicles at the site.
10. Any levy Tax etc. imposed by the any authority during the currency of the contract shall be borne by the Licensee.
11. The Licensee shall have to submit valid letter from the State Transport Authority, Chandigarh authorizing them to perform them to pollution check on Petrol/Diesel driven vehicles and issue pollution certificate thereon. This Authority letter should be submitted within in one month from the date of allotment letter failing which the EMD shall be liable to be forfeited.
12. The Licensee shall abide by the instructions terms and conditions for the pollution check centre, as may be issued by the State Transport Authority, Chandigarh from time to time.
13. The allotment of space can be withdrawn by Licensor without notice in case of any serious lapses are noticed or authorization is cancelled by STA. Further, the Licensor reserves the right to cancel the contract by giving one month notice. The licensee may also surrender space for pollution check centre allotted to him during the License period by giving one month notice in writing to the licensor.
14. Space for setting-up of pollution check centre attracts provision of Service Tax. The Tenderer must only indicate the Monthly License Fees. The actual

payment to be made will consist of the said Monthly License fees together with additional levy of Service Tax as per rates prevailing from time to time.

15. The Licensee shall be provided an electricity point for operation of Pollution Check Centre by a licensor. Charges for the same shall be borne by licensee.
16. The space/premises are & shall be deemed to be “public premises” as defined in the public premises (Eviction of Unauthorized Occupants) Act now in force & the said Act or any others Act touching the subject that may hereinafter come into force & the rules framed there under.
17. No activity other than pollution check centre shall be allowed at the allotted space.
18. The pollution check centre facility shall be provided from 6.00 A.M. to 10.00 P.M.
19. On surrendering the space by the licensee they shall pay all the dues on account of license fee 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.
20. The licensee shall not be liable to pay any compensation or damages to the license on account of breakdown of water, electricity & any other service beyond the control of the licensor.
21. The licensor shall not be responsible for any loss of stocks and any other removable 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 therefore, at his discretion gets this risk covered through insurance.
22. The licensee will not store any empty cases or baskets or any goods or any other materials on any projection or on the open in front of pollution check point.
23. 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 suitable 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) along with their address and other relevant information to the entire satisfaction of the head of the unit concerned.

24. 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 pollution centre is located.
25. The licensee will not install and operate any public address system or any other any media in the pollution check centre point allotted to him.
26. In the event of any damage or injury being caused to any property/Petrol Station of the Licensor by the Licensee or Licensees servants or agents or any one with the acceptance or implied consent of the Licensee or as a result of the use of space for setting up pollution check centre for unauthorized purpose, the Licensee will at its own expense make good all such damage or injury. In the event of failure to do so within 7 days after occurrence of such damage, the Licensor may make good such injury/damage and the Licensee will indemnify the Licensor against all such costs and charges and expenses in respect thereof.

Further the Licensee will take full responsibility for the care of space for setting up of pollution check centre and for taking precautions to prevent loss or damages or minimize loss or damage to the greatest extent possible. In this regard the Licensee would take third party insurance guest, staff employees, visitor etc. from any accident or eventuality occurring in the space for setting up of pollution check centre, licensed out to the Licensee.

27. The Licensee shall not sublet, assign or part with possession of the said space or any part thereof. The licensee will not install and operate any public address system or any other any media in the pollution check centre point allotted to him.
28. The Licensee before taking over the possession of the space has to deposit three months License fees as interest free security and shall furnish such number of post dated Cheque equivalent to the license fee covering the entire agreed license period to ensure timely deposit. In case of bouncing of Cheque for any reasons, a sum of Rs.2000/- for each Cheque bounced shall be charged by the Licensor from the Licensee as penalty besides

penal interest @ 18%p.a. as indicated hereinbefore. The Licensor, however, reserves the right to initiate criminal proceedings under the Negotiable instruments Act and other rights and remedies as may be available to the Corporation.

29. On the termination of license under any of the terms and conditions of the license:-
 - i) The Licensee will deliver the vacant possession of the space in its original state to the licensor, failing which the space shall be got vacated in accordance with the provisions as 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.
30. The Managing Director of the Corporation may impose additional terms and conditions as may be required in the best interest of the Corporation.
31. On the expiry of license period or extended period, the Licensee will deliver the vacant possession of the space in its original state i.e. Without any damage, if any, shall be recovered from the licensee. Failure to hand over the vacant possession the premises shall be got vacated under the Public Premises (Eviction of Unauthorized Occupants) Act, 1971.
32. Subject to the arbitration clause, the Courts at Chandigarh shall have the exclusive jurisdiction.

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 with penalty not exceeding the due amount but not less than Rs.5,000/- within such period, not exceeding six months in the whole as he may deem reasonable. The amount of penalty shall, however, be in addition to the payment of penal interest @ 18% per annum as specified herein before.

33. In the event of any question, dispute, or difference arising out of this license or in any manner touching this license and the solution of which is not expressly provided in the license agreement, the same shall be referred to the sole arbitration of the Chairman of Chandigarh Industrial and Tourism Corporation Ltd. Chandigarh or any other person appointed by him. The award of the Chairman of the Corporation or his nominee shall be final and binding on the parties to the license.

SIGNATURE OF THE TENDERER
WITH SEAL AND DATE

MANAGING DIRECTOR