

**TAGORE THEATRE SOCIETY
SECTOR- 18 B, CHANDIGARH
PH NO. 0172-2724278
www.tagoretheatrechd.org**

E-TENDER FOR LEASING OUT CAFETERIA, BOOKS SALE COUNTER AND SOUVENIR SALE COUNTER AT TAGORE THEATRE SOCIETY SECTOR-18B, CHANDIGARH.

IMPORTANT INSTRUCTIONS

1. All the instructions contained in the e-Tender documents are important and required to be complied with.
2. Please ensure that Technical Bid, Price Bid and Bid Guarantee [Earnest Money Deposit (EMD)] are submitted online through e-tender portal (etenders.chd.nic.in) on or before the last date & time of receipt of e-Tender. The original Earnest Money Deposit (EMD) and Affidavit regarding the non-black listing as per specimen at **Annexure 'E'** are required to be deposited in a sealed cover in the office of the Tagore Theatre Society, Sector-18B, CHD on or before the last date and time of receipt of tender.
3. The Earnest Money Deposit is acceptable in the form of FDR/A/c Payee DD/Banker's Cheque or Bank Guarantee, from any commercial bank in an acceptable form in favour of Tagore Theatre Society, Sector-18B, Chandigarh. The Earnest Money in any other form is not acceptable and the tender shall be rejected straightway.

CHECK LIST DULY FILLED IN TO BE ATTACHED WITH THE TENDER

| Sr. No. | Particulars | Remarks |
|----------------|---|----------------|
| 1. | Whether the Bid Guarantee (Earnest Money Deposit) in the form of FDR/A/c Payee DD/Banker's Cheque or Bank Guarantee from any of the Commercial Bank in an acceptable form, drawn in favour of Tagore Theatre Society, Sector-18B, Chandigarh, for an amount of Rs.50,000/- (Rupees Fifty thousand only) has been submitted physically as well as online? | Yes / No |
| 2. | Whether the Technical Bid, Price Bid and EMD have been submitted online? | Yes / No |
| 3. | Whether an affidavit on the Non-Judicial Stamp Paper, duly attested by the Executive Magistrate/ Notary, regarding non-black listing/non-prosecution of firm/company/individual has been submitted physically as well as online? | Yes / No |
| 4. | Whether each page of the e-Tender document and other enclosures as well as cutting(s)/ overwriting(s) have been signed/initialed by the tenderer and also the forwarding letter duly signed by the authorized signatory, has been submitted online? | Yes / No |
| 5. | Whether the individual/ firm has submitted on-line the experience certificate of minimum three years of running a Canteen/ Cafeteria/ Catering(cooking & serving) issued by the institute/offices/firms, etc. having minimum strength of 100 persons. The tenderer will also submit certificate from that institute that services/performance of the caterer were satisfactory. | Yes / No |
| 6. | Whether an undertaking in the shape of Affidavit for Food License to be got issued from the Chandigarh Administration has been submitted online? | Yes / No |
| 7. | Whether a copy of the constitution/partnership deed of firm, if applicable, duly registered with Registrar Firms has been submitted online? | Yes / No |
| 8. | Whether the self attested copy of GST No. issued by the competent authority has been submitted online? | Yes / No |

| | | |
|-----|--|----------|
| 9. | Whether the copy of the Income Tax Return filed for last three years, and copy of PAN/TAN issued by the competent authority have been submitted online? | Yes / No |
| 10. | Whether an undertaking duly signed regarding quoting of licence fee above the minimum licence fee prescribed by the Tagore Theatre Society has been submitted online? | Yes / No |
| 11. | Whether the copies of audited Balance Sheet, Profit and Loss Account/Income and Expenditure Account for the last three years showing the turn over more than Rs.5.00Lac at least in any one of the three years have been submitted online? | Yes/No |
| 12 | Whether self attested copy of valid Food Safety Licence, to run the canteen/Cafeteria issued by the competent authority of the concerned Govt. from where the working experience certificate have been furnished, have been submitted on-line? | Yes/No |

Note: Non compliance to any of the above conditions will render the offer/ tender to be rejected out-rightly and Price bid of the firm will not be opened.

Place: _____
Dated: _____

Signature of Tenderer _____
Full Name of the Tenderer _____
Address _____

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INSTRUCTIONS/GUIDELINES TO THE TENDERERS.

1. A copy of e-Tender Notice is at **Annexure-'A'**.
2. A copy of the letter forwarding EMD of **Rs. 50,000/- (Rupees Fifty thousand only)** in the shape of A/C Payee Demand Draft, FDR, Banker Cheque or Bank Guarantee drawn in favour of the Tagore Theatre Society, payable at Chandigarh is at **Annexure 'B'**
3. The Technical Bid Pro-forma for evaluation of the tender is at **Annexure-'C'**.
4. The Terms and Conditions as laid down in the Agreement for the Award of Contract for licensing out Cafeteria, Book Sale Counter and Souvenir Sale Counter at Tagore Theatre Society, Sector-18 B, Chandigarh are at **Annexure-'D'**.
5. A Specimen of an Affidavit regarding Non-Black Listing is at **Annexure-'E'**.
6. Price should be quoted only in Online Pro-forma **Annexure-'F'**.
7. A Specimen for Undertaking for obtaining Food Safety Licence from the Chandigarh Administration is at **Annexure 'G'**.
8. **The minimum licence fee prescribed for the Cafeteria, Book Sale Counter and Souvenir Sale Counter is Rs.50,000/- per month.** The bidder should quote the licence fee above the said minimum licence fee. He/She/They is/are required to submit an Undertaking on-line, in **Annexure 'H'**, to the effect that licence fee quoted is above the minimum licence fee prescribed for the tender. The bidder who quotes less licence fee than the minimum licence fee as mentioned above, his/her/their Tender will be rejected straightway.
9. Each page of the e-tender document up-loaded, should be signed in full by the tenderer(s) and should bear the rubber stamp/seal of the firm/company affixed/scanned, if applicable, on each page. Any cutting(s)/overwriting(s) etc. should also be initialed. In case of any infringement of these conditions, the Tender is liable to be rejected.
10. (i) The tenderer should submit his/ her e-tender online in three parts i.e. **(a) Bid Guarantee (Earnest Money) (b) Technical Bid (c) Price Bid.**
(ii) The above documents should be submitted online through e-tender portal (etenders.chd.nic.in).
11. The Tenderer should keep his/her offer valid for acceptance **for a period of six month** from the date of opening the Price Bid. (In case, the Tenderer is unable to keep his/her offer open for the above said period, his/her tender shall be treated as invalid.)
12. The **original Earnest Money Deposit (EMD)** (in sealed cover) amounting to **Rs. 50,000/- (Rupees Fifty thousand only)** drawn in the name of the Tagore Theatre Society in the form of FDR/A/c Payee DD/ Banker's Cheque or Bank Guarantee from any of the commercial bank in an acceptable form, payable at Chandigarh alongwith the Affidavit regarding non-blacklisting must be submitted in the office of Tagore Theatre Society, Sector-18B, Chandigarh on or before **30.01.2018 by 02.30 PM, failing which tender shall not be entertained and will be rejected out rightly.** The other tender documents along with copy of EMD should be submitted online through e-tender portal (etenders.chd.nic.in) well before the last date and time of receipt of tender.
13. The Tender without Earnest Money or short of it or not in the form specified above i.e. FDR/Account Payee DD/Banker's Cheque or Bank Guarantee, shall not be entertained and will be rejected straightway.
14. EARNEST MONEY/SECURITY DEPOSIT and/or any other sum of the tenderer(s) lying with the Tagore Theatre Society, Sector-18B, CHD in connection with any other tender/case shall not be considered against this tender.

15. Any conditional, telegraphic tenders, fax tenders, tenders without earnest money, and not in the prescribed form or in any deviation from the terms and conditions of the tender notice shall not be entertained and rejected out rightly.
16. No Tenderer shall be exempted from furnishing the Earnest Money Deposit (EMD) under any circumstances.
17. The Contract shall be awarded initially for a period of 01 year which is extendable upto three years (i.e., including one initial year and two subsequent two years) on year to year basis with the condition that the license fee will be increased by 10% on completion of every year, subject to satisfactory performance of the licensee and fulfillment of all terms and conditions.
18. The last date and time for submission of Tender online is **30.01.2018 by 02.30 PM**. The tenderer will be responsible to ensure that his/her EMD is received on or before the said last date and time. Any e-tender/ EMD, which is submitted online/received after the last date and time, shall not be considered under any circumstances. Tagore Theatre Society, Sector-18B, Chandigarh shall not be responsible for any postal delay or any other cause that may lead to delay in the receipt of the EMD at the address as mentioned in Clause No.12, beyond the last date and time.
19. The tenderer will submit on-line three years experience of running Canteen / Cafeteria/ Catering (with cooking & serving) from institute/office/firms having minimum strength of 100 persons. The tenderer will also submit certificate from that institute that services/performance of the caterer were satisfactory.
20. The tenderer(s) applying for **Cafeteria, Books Sale Counter and Souvenir Sale Counter** should be duly competent to enter into Contract/Agreement under various applicable provisions of Law. In case, the tenderer is found ineligible under any provision of law, then his contract shall be liable to be terminated as per termination clause of the Agreement/ License Deed/ Tender Document.
21. The e-Tender shall be opened on **01.02.2018 by 03.30 PM**. In the event of the date of receipt or opening of tender being declared a holiday for the Tagore Theatre Society, Sector-18 B, CHD, the last date of receipt/opening of the tender shall be the next working day at the same time and venue. The Price Bid shall be opened only in respect of those individual/ firms, who technically qualify.
22. The tenderer(s) shall be at liberty to be present, in person or through their authorized representative(s) at the time of opening of the tender as specified in the Tender Notice. In case the authorized representatives are to be present, they must furnish the authority letter from the tenderer, on whose behalf they are representing otherwise they will not be allowed to participate in the process of opening of tender.
23. Subletting is not allowed under any circumstances.
24. The tenderer having Food Safety Licence issued by Chandigarh Administration must upload the same. In any other circumstances, the tenderer must upload the undertaking that he/she will submit Food Safety License for Cafeteria at Tagore Theatre Society, Sector-18B, Chandigarh within three months of the award of contract otherwise his/her license will be cancelled.
25. Any attempt, direct or indirect, to cast influence, negotiation or undue pressure on the part of the tenderer with the officials/authority to whom he shall submit the tender or the tender accepting officials/authority before the finalization of tenders shall render the tender liable for rejection.
26. In case of violation of any of the terms and conditions as mentioned above, Earnest Money/ Bank Guarantee/ Security Deposit of the successful tenderer(s) shall be forfeited in full by the Director Cultural Affairs and his/her license shall be cancelled.
27. The Director Cultural Affairs is competent authority to accept or reject any tender without assigning any reason.

Signature of Tenderer

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**COMPOSITE E-TENDER FOR LEASING OUT CAFETERIA, BOOKS SALE COUNTER AND
SOUVENIR SALE COUNTER AT TAGORE THEATRE SOCIETY SECTOR-18 B, CHANDIGARH.**

E-TENDER NOTICE

The e-tender (Online Tenders) are invited for Licensing out **CAFETERIA, BOOKS SALE COUNTER AND SOUVENIR SALE COUNTER AT Tagore Theatre Society, Sector-18 B, Chandigarh** as per details given below: -

| Sr. No. | Description | Earnest Money in the shape of FDR/ Account Payee DD/ Banker's Cheque/ Bank Guarantee | Last date & time for uploading of tender. | Date and Time for opening of tenders in the office of Director Tagore Theatre Society, Sector-18-B, Chandigarh. |
|---------|--|--|---|---|
| 1. | Cafeteria, Book Sale Counter and Souvenir Sale Counter | Rs.50,000/- (Rupees Fifty thousand only) | 30.01.2018 upto 02.30 PM | 01.02.2018 at 03.30 PM |

Terms & Conditions:

1. The contract shall be awarded to the bidder who gives the highest offer.
2. The contract shall be awarded initially for a period of one year which is extendable upto three years (i.e., including one initial year and two subsequent two years) on year to year basis with the condition that the licence fee will be increased by 10% on completion of every year, subject to satisfactory performance of the licensee and fulfillment of all terms and conditions.
3. The Earnest Money as mentioned above shall be uploaded/deposited alongwith the tender document in the shape of Account Payee DD/ FDR/ Banker's Cheque/Bank Guarantee from any of the commercial bank in an acceptable form, duly pledged in favour of Tagore Theatre Society, Sector-18B, Chandigarh.
4. The tenderer shall deposit the original EMD and Affidavit regarding non-blacklisting in physical form in the office of the Director, Tagore Theatre Society, Sector-18, Chandigarh on or before the last date i.e. **30.01.2018 up to 02.30 PM.**
5. The tenders must be submitted online on or before the date as noted above. No tender shall be accepted in physical form.
6. Defaulters with the previous organizations are not entitled to participate in this tender.
7. Any Conditional tenders/ offer will not be entertained and the same will be rejected out-rightly.
8. In case, the day of opening of tenders happens to be a Government Holiday then the tenders will be opened on next working day at the same time.
9. Tender Document can be downloaded from the Website of Chandigarh Administration <http://www.etenders.chd.nic.in>.
10. All other terms & conditions, instructions to bidder regarding e-tendering process, etc. may kindly be seen from the Detailed Notice Inviting Tender (DNIT) available/ downloadable on the above noted website.
11. In case of any query/clarification regarding e-tendering process please feel free to contact Assistant Director, Tagore Theatre, Sec-18B, Chandigarh (Ph.No.0172-2724278).
12. Date of opening price bid shall be intimated to all the technically qualified bidders separately.
13. The Director Cultural Affairs reserves all rights to accept or reject of any or all the tenders without assigning any reason.

Director Cultural Affairs

(This letter along with Earnest Money Deposit and Affidavit is to be submitted in physical form separately)

From

M/s _____

To

The Director
Tagore Theatre Society,
Sector 18B, Chandigarh.

Subject: Tender for licensing out CAFETERIA, Book Sale Counter and Souvenir Sale Counter at Tagore Theatre Society, Sector-18B, Chandigarh.

Sir,

Please refer to your advertisement / e-tender notice No. _____ dated _____. I/ we hereby submit my/our tender document. My/ Our particulars are as under:-

1. Name of Person/Firm : _____
2. Father's Name (If applicable): _____
3. Permanent Address/Head Office: _____

4. Correspondence Address/Place of carrying business: _____

5. Age (If applicable) : _____
6. Present Occupation/Business: _____
7. PAN (alongwith copy): _____

It is certified that all documents/pages of the tender document have been signed and uploaded on-line as per DNIT which contains the following:

- (I) The EMD (in original) of Rs. **50,000/- (Rupees Fifty thousand only)** in the shape of A/C Payee Demand Draft/ FDR/ Banker's Cheque/Bank Guarantee bearing no. _____ dated _____ issued by _____ (Name of the Bank) on _____ drawn in favour of Tagore Theatre Society, payable at Chandigarh.
- (II) Affidavit in original.

The terms and conditions mentioned in the tender document are acceptable to me/us.

Thanking you,

Yours faithfully,

(SIGNATURE)
with full address

Enclosed: EMD/Affidavit

TECHNICAL BID PROFORMA FOR e-TENDERING

| Sr. No. | Particulars | Remarks |
|----------------|--|----------------|
| 1. | Whether the Technical Bid, Price Bid and EMD have been submitted online? | |
| 2. | Whether an affidavit on the Non-Judicial Stamp Paper, duly attested by the Executive Magistrate/ Notary, regarding non-black listing/non-prosecution of firm has been submitted online? | |
| 3. | Whether each page of the e-tender document and other enclosures as well as cutting(s)/ overwriting(s) have been signed/initialed by the tenderer and also the forwarding letter duly signed by the authorized signatory has been submitted online? | |
| 4. | Whether the individual/firm/company has submitted online, the experience certificate of minimum three years of running a Canteen/ Cafeteria/ Catering (cooking & serving) issued by the institute/ offices/ firms, etc having minimum strength of 100 persons. The tenderer will also submit certificate from that institute that services/performance of the caterer were satisfactory. | |
| 5. | Whether the Food Safety Licence issued by Chandigarh Administration has been uploaded or the undertaking in the shape of Affidavit for Food Safety Licence to be got issued from the Chandigarh Administration has been submitted online? | |
| 6. | Whether a copy of the constitution/ partnership deed of firm, if applicable, duly registered with Registrar Firms/ROC has been submitted online? | |
| 7. | Whether the self attested copy of GST No. issued by the competent authority have been submitted online? | |
| 8. | Whether the copy of the Income Tax Return filed for last three years, and copy of PAN/TAN issued by the competent authority have been submitted online? | |
| 9. | Whether an undertaking regarding quoting of bid price above the minimum bid price prescribed (i.e., Rs.50,000/-) by the Tagore Theatre Society, Sector-18 B, Chandigarh has been submitted online? | |
| 10. | Whether the copies of audited Balance Sheet, Profit and Loss Account / Income and Expenditure Account for the last 3 years showing the turn over more than 5 lac in any one of the year have been submitted online? | |
| 11. | Whether self attested copy of valid Food Safety Licence, to run the canteen/Cafeteria issued by the competent authority of the concerned Govt. from where the working experience certificate have been furnished, have been submitted on-line? | |

Signature
 Name _____
 Address _____

 Mobile No. _____

- Note: 1. The tenderer/ licensee is advised to submit Technical Bid and Price Bid Pro-formae through e-tender portal (etenders.chd.nic.in)
 2. The Price Bids of only technically qualified firms shall be opened on date and time to be notified in due course of time after the opening of the tenders.

TERMS & CONDITIONS:

1. **SCOPE OF WORK**

(a) **Cafeteria**

Preparation, processing, cooking and serving of prepared and cooked food, fast food, beverages, tea, coffee, etc.

(b) **Book Sale Counter**

It measures 125 sq. ft. fitted with glass almirah measuring 21'.6"x 8'x1'.6" having shelves.

Selling of Literary books, CD, DVDs of Dance, Drama and Music.

(c) **Souvenir Sale Counter**

It measuring 125 sq.ft. fitted with glass almirah measuring 21'.6"x 8'x1'.6" having shelves.

Selling of Souvenirs, Buds, Flowers and Bouquets.

2. **Eligibility:**

- (a) The applicant must possess a minimum of three years' experience of running a Canteen/ Cafeteria/ Catering (cooking & serving). The Experience Certificate as such must have been issued by the institute/office/firm, etc. having a minimum strength of 100 persons. The tenderer will also submit certificate from that institute that services/performance of the caterer were satisfactory.
- (b) The licensee shall submit a copy of Food Safety Licence to be issued by the Chandigarh Administration, within a period of three months of the Award of Contract.
- (c) The individual/ firm should have Valid Food Licence issued by the competent authority of the concerned Govt. from where the working experience certificate have been furnished alongwith the tenders at the time of participating in the tender.
- (d) The individual/firm should have minimum annual turnover of Rs.5,00,000/- supported by audited balance sheet in any one of the last 3 years.

3. **Period of Contract:**

The contract shall be awarded initially for a period of one year which is extendable upto three years (including the initial one year) on year to year basis with the condition that the Licence Fee will be increased by 10% on completion of every year, subject to satisfactory performance of the licensee and fulfillment of all terms and conditions.

Proviso:

In case the licensee is unable to continue the contract and serves the prior notice under 2nd Proviso to Clause 'h' of condition No. 25 of tender document before one year duration from the date of allotment/ possession, then rent equivalent to two months will be recoverable from licensee along with such notice in addition to rent of notice period.

4. **Licence Fee:**

- a) The licensee shall pay monthly license fee alongwith the GST whenever applicable from time to time, in advance on or before 10th day of the month. However, at present the Tagore Theatre Society is exempted from the payment of GST.
- b) The Licence Fee shall be increased by 10% on the completion of each year. The increase shall be worked out on the license fee last payable. It is further subject to the satisfactory compliance of the other terms and conditions of license deed.
- c) If monthly licence fee is not paid in full by the due date, the licensee shall be liable to pay penalty equal to 10% of the amount in default every month till the time full

payment is made. However, on account of non-payment of licence fee for continuously three months, the Licence Deed shall be terminated.

5. **GENERAL DUTIES:**

(i) **Cafeteria**

The CAFETERIA shall remain open and shall function on all days of the week. Licensee will be allowed to sell fast food items and beverages at the CAFETERIA at reasonable rates to be approved by Director Cultural Affairs at the time of allotment of contract. All other items will be sold at MRP wherever applicable. For this purpose, the Licensee will have to submit the details of all the proposed items to be sold at CAFETERIA with brief description thereof after the allotment of Tender. The final rates so approved and determined will remain in force during the period of contract. The Tagore Theatre Society will not entertain any request for increase of rates on account of natural calamity, strike or any other reason whatsoever during the contract period. Any tax imposed during the currency of contract will, however, be considered. The Licensee cannot charge more than the approved rates. Any change in approved rates will require fresh approval of the Director Cultural Affairs. In case, the Licensee wants to add more variety of items during the contract period then the same shall be allowed after approval of Director Cultural Affairs.

(ii) **Book Sale Counter**

Selling of Literary books, CD, DVDs of Dance, Drama and Music.

(ii) **Souvenir Sale Counter**

Selling of Souvenir, Buds, Flowers and Bouquets

6. **Rates:**

- a) The rates for the CAFETERIA items/eatables shall be got approved from the Director Cultural Affairs.
- b) The licensee cannot make any enhancement in rates without the prior approval of Director Cultural Affairs. However, any revision in rates shall be considered after one year for which the licensee shall write to the Director Cultural Affairs.
- c) Rate List of all the articles kept for sale, shall be displayed near the counter by the licensee at his own cost.

7. **Serviettes, Crockery & furniture items:**

The contractor will have his own crockery, cutlery, cooking utensils and furniture items etc.

8. **Safety measure:-**

The contractor will provide the Fire Safety Gadgets to ensure safety from fire, etc. Further, the gas cylinders will be kept outside the Kitchen premises, in cage to be provided by himself/herself outside, to ensure safety.

9. **Quality control:**

The contractor shall use raw ration material of proper quality, standard make, ISI & FPO marked (where possible) and of reputed brands as under:

- i) Milk and Milk Products from Govt. approved Milk Federations.
- ii) Fresh Milk -in sealed poly packs of Verka/Vita/Milk time,etc.

- iii) Salted Butter -Verka/Vita/Amul
- iv) Cooking Oil -Refined vegetable oil ISI marked of groundnut/sunflower/soyabean base/ Gini/Vital/Flora/Sweekar/Sundrop/Dhara etc.
- v) Bread Loaf -Modern/Britannia/Bonn/Cremica, etc.
- vi) Tea leaves -Lipton/Brook Bond/Tata Brands.
- vii) Coffee Powder -Bru or Nescafe.
- viii) Spices -As far as possible, dry whole grain spices and condiments.
- ix) Cereals and pulses- 'A' grade quality free from artifacts/insect infestation.

10. Registration of the agreement:

The successful bidder shall be required to execute an agreement/lease deed on the format approved & supplied by the Tagore Theatre Society on Non Judicial Stamp Papers of appropriate value which will be registered with the Sub Registrar, U.T., Chandigarh, by the successful bidder at his own cost. The same shall be submitted in this office within 10 days, after due registration for award of contract.

11. Security Deposit:

The Licencee shall deposit three months Licence Fee as security in the shape of FDR pledged in favour of Tagore Theatre Society which shall be refunded on expiry of the Licence Deed or adjusted against arrears of licence fee/damages, if any, unless otherwise already forfeited. Every year when the Licence fee is increased, the Licencee shall pay additional amount of Security Deposit on account of increase in Licence Fee in that proportion.

12. Indemnity Bond:

The Licencee shall indemnify Tagore Theatre Society against any loss to Tagore Theatre Society/Govt. property and other infrastructure of the Tagore Theatre Society for theft, fire or misuse. For this purpose, the **Licencee will have to submit a written indemnity bond** on a non judicial paper of Rs 15/- duly attested by an Executive Magistrate or a Notary Public, within 15 days of Award of Contract.

13. Commencement of work:

The Licencee is required to commence the work within 15 days from the date of issue of the Award of Contract. In case of non-commencement of work within the stipulated period, a penalty @ Rs. 500/- per day w.e.f. date of award of contract shall be imposed up to a maximum of 30 days.

14. CAFETERIA/Sales Counter Staff:

The Licencee shall employ adequate number of experienced persons at his own cost to run the CAFETERIA/Sale Counters. In case of any complaint against any of his employee, the Licencee shall immediately replace the particular person so deployed, if so desired, by the Director Cultural Affairs, i.e., competent authority. They shall wear the dress prescribed by the licencee & also support the badge of their name. Such deployment be made only after police verification.

15. Identification, uniform and medical examination of staff:

The employees of the licencee are required to display their Identity Cards for the purpose of the proper identification, which shall be issued to them by the licencee. They will wear clean and neat uniforms. The licencee will ensure that all his employees are medically fit and are free from communicable diseases. He will also communicate to the Director Cultural Affairs the names, parentage, residential addresses, age etc. of the persons as and when deployed.

16. Relationship between the employees of Licencee and the Society:

The persons deployed by the Licencee for the work shall be the employees of the Licencee for all intents and purposes. In no case, there shall be any relationship of employer and employees between the said persons and this Society, either implicitly or explicitly.

17. Cleanliness/ Hygiene/ Sanitation by the Licencee:

The hygiene and sanitation of the premises shall be the responsibility of the licencee. The licencee shall be required to keep the CAFETERIA/Sale Counter areas as well as its surroundings hygienic, neat and clean. Sale and consumption of articles like cigarettes, liquor and other narcotics is prohibited in the CAFETERIA/Tagore Theatre Area. Repeated complaints more than three times, then the proceeding for termination of contract agreement can be initiated, discretion in this regard will rest in Director Cultural Affairs.

18. Preventive measures to be taken by the Licencee:

The Licencee shall take all reasonable precautions to prevent any unlawful act or disorderly conduct by his employees. The Licencee shall not use the CAFETERIA area for residential purposes for himself and for his employees. The sale and consumption of articles like cigarettes, liquor and other narcotics is prohibited in the CAFETERIA, and neither his employee nor other persons are allowed to involve in such acts. In case of violation, penalty would be imposed and on repeated violations, contract can be terminated.

19. Determination of quality of work/ services:

The decision of the Director Cultural Affairs, with regard to the determining of quality of work/ services done by the Licencee, shall be final and acceptable to the Licencee. The Licencee shall, thereafter, rectify the defect so pointed out without any extra payment. The Director Cultural Affairs or any other officer authorized for the purpose shall be at liberty to check the quality of items prepared in the CAFETERIA at any time and to take samples of the same for testing in the Govt. Laboratories or any other Laboratory. In case the quality of food is found unsatisfactory, action as deemed fit, will be taken against the licencee by imposing penalty or by termination of contract.

20. Black-listing :

The Licencee/ Licence deed under the contract shall be subject to the black-listing policy declared by the Chandigarh Administration vide Memo No.1927-F&PO(3)-2009/1170, dated 27.02.2009.

21. Payment of Taxes/Fee/Charges :

The Licencee shall be liable to pay all such fees or taxes or charges as may be levied by the Central Govt. from time to time and as applicable to U.T., Chandigarh.

22. Penalty Clause:

In case, the licencee makes any default, as listed below, the Director Cultural Affairs may impose a penalty of Rs. 5,000/- minimum and Rs. 50,000/- maximum keeping in view the gravity of the default. After receipt of three complaints against the licencee, the proceeding for termination of contract agreement can be initiated, discretion will rest with the Director Cultural Affairs in this regard:

- a) Enhancement in rates without prior approval.
- b) Non-display of rates.
- c) Overcharging.
- d) Non maintenance of proper quality.
- e) Non maintenance of the premises in clean & hygienic condition.

- f) Sale & consumption of articles like cigarette, liquor and any other narcotics etc.
- g) Delay in payment of electricity and water charges.
- h) Selling of eatables except permitted in Clause No.5.
- i) Any other default.

23. Electricity/ Water charges:

Electricity charges on actual consumption basis shall be borne by the licensee. The licensee shall install a sub-meter for this purpose. However, the licensee is liable to pay electricity charges @ Rs.10,000/- p.m. till the installation of sub-meter. Licensee will be given a maximum of two months for installation of sub-meter failing which electricity charges will be enhanced beyond Rs.10,000/month reasonably. The licensee will pay water charges @ Rs.1000/- p.m.

24. Subletting of the contract:

The Licensee will not sublet the contract wholly or partly or enter into any sub-contract through any mode for running such services.

25. Termination of contract:

The Licence may be terminated on occurrence of any of the following contingencies:

- a. On the expiry of the contract period without any prior notice.

OR

- b. Authority shall be at liberty for termination of contract/licence by giving three months prior notice to licensee without assigning any reason, or in the event of the non-payment of monthly Licence Fee, electricity and water charges within 30 days of the due date and any other default.

OR

- c. If the licensee fails to commence the work within 30 days of the award of the contract, his contract is liable to be terminated without any notice and the security deposited shall stand forfeited.

OR

- d. In case the deficient services rendered by the licensee, by giving 10 days notice.

OR

- e. In case of breach of any of the essential terms and conditions of the contract by the Licensee by giving 15 days notice.

OR

- f. On assigning the contract or any part thereof or any benefit or interest therein or there under by the licensee to any third person for sub-letting the contract wholly or partly by giving 15 days notice.

OR

- g. On the Licensee being declared insolvent by competent Court of Law without any notice. Provided that in all the above situations, the Security Deposit / EMD, as applicable, shall be forfeited”.

OR

- h. In case the licensee is unable to continue the contract, the licensee shall give minimum three months notice. If the licensee does not give the requisite notice, then the security deposit shall be forfeited in proportion to the period falling short of the specified notice period.

“Provided that during the notice period for termination of the contract, in the situations contemplated above, the licensee shall continue to discharge his duties till the termination of the contract.”

Provided further that in case the licensee surrenders the contract before one year he/she will be liable to pay additional rent for two months alongwith the rent for the notice period.

26. Peaceful handing over of possession:

On completion/termination of the licence, it shall be the duty of the Licensee to remove all the persons deployed by him and ensure that no person creates any disruption/ hindrance/ problem of any nature.

27. Transfer of Liabilities:

In the event of exigency of death, infirmity, insolvency of the Licensee or for any other reason or circumstances, all liabilities shall be borne by the following on such terms and conditions, as the Director Cultural Affairs, Chandigarh may think proper in public interest.

- a) Legal heirs in case of sole proprietor.
- b) The next partners in the case of company or firms.

28. Provision for Governing Licence Deed:

The Licence Deed shall be governed by the provisions of Capital of Punjab (Development and Regulation) Act, 1952, and the rules framed there under, from time to time.

29. Arbitration :

In the event of any dispute or difference arising out of or in any way concerning this Licence Deed, the matter whatsoever shall be referred to the sole Arbitrator, i.e., Secretary, Cultural Affairs, Chandigarh Administration whose decision thereon shall be final and binding on the parties thereto. The Arbitration and Conciliation Act, 1996 deemed to have come into force on 25.01.1996 shall apply to the arbitration proceedings. The venue of arbitration shall be only at Chandigarh (India). There shall be no objection by the Licensee that the Arbitrator, Secretary Cultural Affairs, may have dealt with the subject matter earlier in his official capacity.

The expression "Secretary Cultural Affairs", Chandigarh Administration shall mean and include an acting/officiating Secretary Cultural Affairs, Chandigarh Administration.

30. Jurisdiction :

The courts at Chandigarh only shall have the jurisdiction for the purpose of this Licence Deed.

In witness whereof, the parties have hereto set his / her hand the day and year first above written.

Signed by Sh. _____,
for and on behalf of and by
order and directions of the
President of India (Owner)
In the presence of

Director
Tagore Theatre Society,
Sector-18-B, Chandigarh.

Witnesses

1) Name : Signature
Designation :

2) Name : Signature
Designation :

Sh. _____, Licensee Signature

In the presence of
Witnesses

1) Name : Signature
Address :
Occupation :

2) Name : Signature
 Address :
 Occupation :

ANNEXURE – ‘E’

AFFIDAVIT

I/We _____ partner/sole proprietor
/Individual (strike out which is not applicable) of (Name & Address of Firm)
_____do hereby declare and solemnly affirm:

a) That the individual/firm/companies are not debarred or black-listed by any department of Union/State Government or any autonomous body / institute.

b) That no partner or shareholder, directly or indirectly connected with the applicant/firm/company has been debarred or blacklisted by any department of Union / State Govt./Autonomous body / Institute or declared as insolvent.

c) That tenderer is duly competent to enter into contract/agreement as per applicable provisions of Law.

d) And that all the terms and conditions for running the CAFETERIA/Book Sale Counter/Souvenir Sale Counter at Tagore Theatre Society, are acceptable to me / us. I/we will abide by them in letter and spirit.

e) That no case of non deposit/less deposit of GST etc is pending with any department/court of law or police.

Date:

Place:

DEPONENT

VERIFICATION

I/We do hereby solemnly declare and affirm that the above declarations are true and correct to the best of my/our knowledge and belief. No part of it is false and nothing has been concealed therein.

Date:

Place:

DEPONENT

(Note: To be furnished on non-judicial stamp paper worth Rs.5/- duly attested by Executive Magistrate or Notary Public).

Annexure-'F'

PRICE BID FOR LICENCING OUT CAFETERIA/Book Sale Counter/Souvenir Sale Counter at Tagore Theatre Society CHANDIGARH.

| Sr.N. | Particulars | Offer of monthly licence fee (neatly written) in Rs. |
|-------|--|---|
| 1. | Name & address of applicant with Telephone/ Fax Nos., if any | In figures :-Rupees _____ In words:- Rupees _____ _____ _____ per month. |

Note:- In case the amount in figures & words does not match/tally, the amount written in words will be considered as final.

Date:
Place:

**Signatures
(Name & Address)**

ANNEXURE- 'G'

UNDERTAKING

I/We (Name/authorised signatory) _____ Sole Proprietor / Partner (strike out which is not applicable) of (Firm) _____ do hereby undertake that: -

- (a) In case, I/we do not possess the valid Food Safety Licence(s) issued by the Chandigarh Administration, I/we undertake that I will obtain the required licence from the Chandigarh Administration if succeeded in getting the contract of Cafeteria/ and furnish the same to O/o Director Tagore Theatre, Sector 18B, CHANDIGARH within 3 months from the date of issue of letter of Intent, failing which the tender shall be rejected and the Security deposit be forfeited.
- (b) I/we undertake that I/we will obtain all Registration(s)/Permission(s)/License(s) etc. from the competent authority which are/may be required under any Law or other Legislation(s) for running the Cafeteria/ Sales Counters under this Agreement / Tender.
- (c) It is my/our responsibility to ensure compliance of all the Central/State Government and Local Authority rules and regulations with regard to the provisions of the running of Cafeteria/ / Sale Counters under this Agreement/Tender. I/we indemnify and will always keep Society indemnified against all losses, damages, claims etc..
- (d) I/we undertake to comply with the applicable provisions of all legislations for carrying out the purposes of this Agreement. It is expressly understood that I/we am/are fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of laws.
- (f) I/we will give an undertaking by the 22nd of each month to the Society that I/we have complied with all the statutory obligations.

UNDERTAKING

I/We _____

hereby undertake that the licence fee quoted by me/us for the Cafeteria/, Books/Souvenir Sale Counters at Tagore Theatre Sector 18 B, Chandigarh is more than the minimum licence fee prescribed by the Department for the said purpose.

Signatures _____

Name _____

Address _____
