

**CHANDIGARH ADMINISTRATION.
PRISONS DEPARTMENT, U.T. CHANDIGARH
E-TENDER DOCUMENT FOR LICENCING OUT SHOPS FOR CANTEEN, GROCERY AND
GENERAL ELECTRONIC & REPAIR SHOP**

IMPORTANT INSTRUCTIONS

1. All the instructions contained in the e-Tender Form are important and required to be complied with.
2. Please ensure that Technical Bid, Price Bid and Bid Guarantee [Earnest Money Deposit (EMD)] should be 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) is required to be deposited in a sealed cover at Model Jail, Chandigarh
3. The Earnest Money Deposit is acceptable in the form of FDR/A/c payee DD/Banker Cheque or Bank gurantee from any commercial bank in an acceptable form in the name of Superintendent Model Jail, Chandigarh, payable at 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

1. Whether the Bid guarantee (Earnest Money Deposit) in the form of FDR/A/c Payee DD/Banker Cheque or Bank Guarantee from any of the commercial bank in an acceptable form, drawn in the name of Superintendent, Model Jail, Chandigarh, for an amount of ` **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 has been submitted 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 one year of running a Canteen/ Cafeteria/ Catering (cooking & Yes / No

serving) having minimum strength of 100 persons issued by the institute/ offices/ firms etc. (for Canteen)

6. Whether an undertaking in the shape of Affidavit for food licence to be Yes / No issued by the Director Health Services, U.T. Chandigarh has been submitted online? (for Canteen)
7. Whether a copy of the constitution/ partnership deed of firm, if applicable, Yes/ No duly registered with Registrar Firms has been submitted online?

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 ` **50,000/- (Rupees Fifty thousand only)** for one shop in the shape of FDR/A/c payee DD/Banker Cheque or Bank guarantee drawn in favour of Superintendent Model Jail, Chandigarh is at **Annexure 'B'**
3. One person, individual/firm may bid for one shop only.
4. The Technical Bid Proforma for evaluation of the tender is at **Annexure-'C'**.
5. Reserve price for each shop is Rs. 31,515/- per month.
6. The Terms and Conditions as laid down in the Agreement for the Award of Contract for licencing out Shops for Canteen, Grocery store and General electronic & repairs are at **Annexure-'D'**.
7. A Specimen of an Affidavit regarding Non-Black listing is at **Annexure-'E'**.
8. Price should be quoted only in Online Proforma **Annexure-'F'**.
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 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. **(i) Bid Guarantee (Earnest Money) (ii) Technical Bid (iii) 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 ` **50,000/- (Rupees Fifty thousand only)** drawn in the name of Superintendent Model Jail, Chandigarh in the form of FDR/A/c payee DD/Banker Cheque or Bank guarantee from any of the commercial bank in an acceptable form, payable at Chandigarh, must be submitted in the office of Superintendent Model Jail, Chandigarh on or before **03.10.2017 by 02:00 PM, failing which tender shall not be entertained and 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/A/c payee DD/Banker Cheque or Bank guarantee shall not be entertained and rejected straightway.
13. EARNEST MONEY /SECURITY DEPOSIT and/or any other sum of the tenderer(s) lying with the Superintendent Model Jail, Chandigarh in connection with any other tender/case shall not be considered against this tender.
14. 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.
15. No Tenderer shall be exempted from furnishing the Earnest Money Deposit (EMD) under any circumstances.
16. The Contract shall be awarded initially for a period of 01 year which is extendable upto 3 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.
17. The last date and time for submission of Tender online is **03.10.2017 by 02.00 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. The Prisons Department 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.10, beyond the last date and time.
18. The tenderer will submit on-line one year experience of running Canteen / Cafeteria/ Catering (with cooking & serving) in a institute of minimum capacity 100.
 - (b) The tenderer will also submit certificate from that institute that services/performance of the caterer were satisfactory.
19. The tenderer (s) applying for shops 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/ Licence Deed/ Tender Document.
20. The e-Tender shall be opened on **03.10.2017 at 3.00 PM**. In the event of the date of receipt or opening of tender being declared a holiday for Model Jail Chandigarh 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.

21. 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.
22. Subletting is not allowed under any circumstances.
23. The tenderer applying for Canteen Shop must be having prior food licence which must be uploaded with the undertaking that he/she will submit food licence for canteen at Shopping and visitor Complex Model Jail Chandigarh from the **Health Department, UT, Chandigarh** within three months of the award of contract otherwise his/her licence will be cancelled.
24. 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.
25. 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 Superintendent Jail & his/her licence shall be cancelled.
26. The Inspector General of Prisons, U.T. Chandigarh is competent authority to accept or reject any tender without assigning any reason.

Signature of Tenderer

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E-TENDER NOTICE

The e-tender (Online Tenders) are invited for Licensing out Shops for Canteen, Grocery And General Electronic & repair shop at Visitor and Shopping Complex Model Jail Chandigarh as per details given below: -

Sr. No.	Location	Earnest Money in the shape of FDR/A/c payee DD/Banker cheque or Bank Guarantee	Last date & time for deposit of tenders	Date and Time for opening of tenders at Model Jail Chandigarh
1.	Canteen, Shop No. 4 Visitor and Shopping Complex Model Jail, Chandigarh	50,000/- (Rupees Fifty thousand only)	03.10.2017 upto 02.00 PM	03.10.2017 at 3.00 PM
2.	Grocery, Shop No. 3 Visitor and Shopping Complex Model Jail, Chandigarh	50,000/- (Rupees Fifty thousand only)	03.10.2017 upto 02.00 PM	03.10.2017 at 3.00 PM
3.	General electronic and repair, Shop No. 2 Visitor and Shopping Complex Model Jail, Chandigarh	50,000/- (Rupees Fifty thousand only)	03.10.2017 upto 02.00 PM	03.10.2017 at 3.00 PM

Terms & Conditions:

1. The contract shall be awarded to the bidder who gives the highest offer. Reserve price for each shop is Rs. 31,515/- per month.
2. The contract shall be awarded initially for a period of 01 year which is extendable upto 5 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 deposited alongwith the tender document in the shape of FDR/A/c payee DD/Banker Cheque or Bank gurantee from any of the commercial bank in an acceptable form duly pledged in the favour of Superintendent Model Jail, Chandigarh.
4. The tenders must be submitted online on or before the dates as noted above. No tender shall be accepted in physical form.
5. The date & time for opening of Price bids of technically qualified bidders will be intimated later on.
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 (NIT) available/ downloadable on the above noted website.
11. The Inspector General of Prisons, U.T. Chandigarh reserves all rights to accept or reject any or all the tenders without assigning any reason.

Superintendent
Model Jail Chandigarh

Annexure 'B'

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

From:

M/s _____

To:

Superintendent
Model Jail, Chandigarh

Subject: E-Tender for licensing out Shops for Canteen, Grocery and General electronic & repair shops at Shopping and visitor complex, Model Jail 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 No. (alongwith copy): _____

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

- (I) A copy of the EMD of **₹50,000/- (Rupees Fifty thousand only)** in the shape of FDR/A/c payee DD/Banker Cheque or Bank guarantee bearing no. _____ dated _____ issued by _____ (Name of the Bank) on _____ drawn in favour of the Superintendent, Model Jail, Chandigarh.
- (II) Technical Bid Proforma as per DNIT (Annexure „C“).
- (III) Price Bid Proforma as per DNIT.

The terms and conditions mentioned in the tender document are acceptable

to me/us.

Thanking you,

Yours faithfully,

(SIGNATURE)

with full address

Enclosed: EMD

TECHNICAL BID PROFORMA FOR e-TENDERING

<u>Sr. No.</u>	<u>Particulars</u>	<u>Remarks</u>
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 has submitted online, the experience of minimum one year of running a Canteen/ Cafeteria/ Catering (cooking & serving) having minimum strength of 100 persons issued by the institute/offices/firms etc.? (for Canteen Only)	
5.	Whether an undertaking in the shape of Affidavit for food licence to be issued by the Director Health Services, U.T. Chandigarh has been submitted online?	
6.	Whether a copy of the constitution/ partnership deed of firm, if applicable, duly registered with Registrar Firms has been submitted online?	

Signature

Name _____

Address _____

Mobile No. _____

Note: 1. The tenderer/ licensee is advised to submit Technical bid and price bid proformas 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**

Canteen-Preparation, processing, cooking and serving of prepared and cooked food items to the Staff, Visitor to inmates, and general public at the **Visitor and Shopping Complex Model Jail Chandigarh** as per terms and conditions of tender document.

Grocery Shop- Selling of grocery item to the Staff, Visitor to inmates, and general public at the **Visitor and Shopping Complex Model Jail Chandigarh** as per terms and conditions of tender document.

General Electronic and repair- Selling & repair of the household electronic items including mobile and computer etc. e-recharging of mobiles and dish antenna TV.

2. **Eligibility:**

(a) The applicant must possess an experience of minimum one year of running a Canteen/ Cafeteria/ Catering (cooking & serving) having minimum strength of 100 persons issued by the institute/office/firm etc.

(b) The licensee shall submit a copy of food licence to be issued by the Director Health Services, U.T. Chandigarh, within a period of three months of the Award of Contract.

(c) The tenderer for Canteen Shop, Grocery Shop and General Electronic and repair shop shall also have any other licenses or certificates which are required for the running of concerned shop failing which shall be liable to cancellation of contract along with forfeiture of security deposit and blacklisting.

3. **Period of Contract:**

The contract shall be awarded initially for a period of 01 year which is extendable upto 5 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.

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 to be deposited along with such notice in addition to rent of notice period.

4. **Licence Fee:**

- a) The licensee shall pay monthly licence fee as in advance on or before 10th day of the month.
- b) The Licence fee shall be increased by 10% on the completion of each year. The increase shall be worked out on the licence fee last payable. It is further subject to the satisfactory compliance of the other terms and conditions of licence 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 3 months, the Licence Deed shall be terminated.

5. **GENERAL DUTIES:**

The canteen shall remain open from 8:30 AM to 8:30 PM and shall function on all days of the week. The following items of hot/cold beverage, snacks and meals will be provided on payment:-

(a) HOT/COLD BEVERAGES

Plain Tea, Readymade/Special
Tea Dip Dip bag Tea
Plain Coffee
Espresso Coffee
Milk Boiled with
Sugar 1 Ltr Std.(verka)
Cold Drink
Vita, Verka Flavoured Milk
Dahi/Lassi/HPMC/Punjab
Mineral Water Bottle

(b) Snacks

Bakeman/Britannia/Cremica etc.
Pastry small (Standard Quality)
Pastry Chocolate/pineapple (Standard Quality)
Egg (boiled)

Egg (fried)
Egg (omlette)
Bread omlette
(2 slices + 1 omlette with Sauce)
Bread omlette
(4 slices + 2 egg omlette with Sauce)
Hotdog
Burger
Samosa standard size
Bread Pakora
Petty Veg.
Petty Cheese
Vegetable Sandwich Big (Standard Quality)
Grilled Sandwich (4 Large Slices sandwich)

(c) MEALS

Plain Prantha
Stuffed Prantha
Channa Bhatura (2 Bhatura +
Channa) Kulcha Channa (2 Kulcha +
Channa) Full Meal (Lunch/Dinner)
(Chapatis-4, Boiled Rice, Dal Fried,
Vegetable, Curd, Salad)

Licencee cannot sell any item besides above mentioned items.

Grocery Shop and General Electronic & repair shop shall be remained opened from 8:30 AM to 8:30 PM and shall function on all days of the week.

Note: - All licensee may keep their shop opened till the permissible hours fixed by Chandigarh Administration or any of its subordinate department or agency.

6. Rates:

- a) The rates for the canteen items/eatables shall be charged on the fixed rates as given in Annexure G.
- b) The licencee cannot make any enhancement in rates without the prior approval of Inspector General of Prisons, U.T. Chandigarh. However, any revision in rates shall be considered after one year for which the licencee shall write to the Inspector General of Prisons, U.T. Chandigarh.
- c) Rate list of all the articles kept for sale, shall be displayed near the counter by the licencee at his own cost (**only for canteen**)
- d) Any item shall not be sold above MRP.

7. Serviettes & Crockery:

The contractor will have his own crockery, cutlery and cooking utensils and preparation counters.

8. Safety measure:-

The contractor shall install the fire safety Gazettes to ensure safety from fire etc. as per guidelines of Fire Deptt. of Chandigarh Administration. Further, the gas cylinders will be kept outside the Kitchen premises, **in cage outside**, to ensure safety.

9. Quality control:

The contractor shall use raw ration material of proper quality, standard make, ISI &

a) Milk and milk products from Govt. approved milk federations.

i) Fresh Milk -in sealed poly packs of Verka/Vita/Amul etc.

ii) Salted Butter -Verka/Vita/Amul

iii) Cooking Oil -Refined vegetable oil I.S.I marked of
groundnut/sunflower/soyabean base
(Gini/Vital/Flora/Sweekar/Sundrop/Dhara

iv) Bread Loaf -Modern/Britannia/Bonn/Cremica etc.

v) Tea leaves -Lipton/Brook Bond/Tata brands.

vi) Coffee Powder -Bru or Nescafe.

vii) Spices -As far as possible, dry whole grain spices
and condiments.

viii) Cereal 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 deed on the format approved & supplied by this institute on stamp papers of appropriate value which will be registered with the Sub Registrar, 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 month's Licence fee as security in the shape of duly pledged FDR/A/c payee DD/Banker Cheque or Bank guarantee 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 Prisons Department against any loss to Govt. property and other infrastructure of Model Jail Chandigarh for theft, fire or misuse. For this purpose, the Licencee will have to submit a written indemnity bond on a non judicial paper of ` 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 @ 500/- per day w.e.f. date of award of contract shall be imposed up to a maximum of 30 days.

14. Canteen Staff:

The Licencee shall employ adequate number of experienced persons at his own cost to run the canteen, grocery Shop, General electronic & repair shop. 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 Superintendent Jail or Inspector General of Prisons, U.T. Chandigarh. They shall wear the dress prescribed by the licencee & also display the badge of their name. Such deployment be made only after police verification. He shall be responsible for compliance at Labour Clause, EPF, ESI & other statutory laws to safeguard the interest of workers.

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 licensee will ensure that all his employees are medically fit and are free from communicable diseases. He will also communicate to the Superintendent, Model Jail Chandigarh, the names, parentage,

residential addresses, age etc. of the persons as and when deployed.

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

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 institute, 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 licensed 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 licensed areas. Repeated complaints more than 03 times then the procedure for termination of contract agreement can be initiated, discretion in this regard will rest in Inspector General of Prisons, U.T. Chandigarh.

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 licensed areas 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 licensed areas, & neither his employee nor other persons are allowed to involve in such acts. In case of violation, penalty would be imposed & on repeated violations, contract can be terminated.

19. Determination of quality of work/ services:

The decision of the Inspector General of Prisons, U.T. Chandigarh, 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 Inspector General of Prisons, U.T. Chandigarh or any other officer authorized for the purpose shall be at liberty to check the quality of items prepared in the canteen at any time and to take samples of the same for testing in the Laboratories. 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 licensee/ 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 Licensee shall be liable to pay all such fees or taxes or charges as may be levied by the Govt. and as applicable to U.T., Chandigarh.

22. Penalty Clause:

In case, the licensee makes any default, as listed below, the Inspector General of Prisons, U.T. Chandigarh may impose a penalty of Rs. 5,000/- minimum and Rs. 75,000/- maximum keeping in view the gravity of the default. After receipt of three complaints against the licensee, the procedure for termination of contract agreement can be initiated, discretion will rest with the Inspector General of Prisons, U.T. Chandigarh 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 tender document.
- i) Any other.

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.5, 000/- p.m. till the installation of sub-meter. The licensee will pay water charges @ Rs.1000/- p.m. (Water Charges for Canteen Only)

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.
- b. Authority shall be at liberty for termination of contract/licence by giving one month 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.
- 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.
- 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.
- 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.
- 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 Inspector General of Prisons, U.T. Chandigarh, 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 what so-ever shall be referred to the sole Arbitrator i.e. Inspector General of Prisons, U.T. Chandigarh 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, Inspector General of Prisons, U.T. Chandigarh, may have dealt with the subject matter earlier in his official capacity.

The expression " Inspector General of Prisons, U.T. Chandigarh" shall mean and include an acting/officiating "Inspector General of Prisons, U.T. Chandigarh."

30. Jurisdiction :

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

31. Maintenance of peace at the site shall be the duty of licensee. Playing of Music in high sound shall be prohibited. Vehicle of articles shall be allowed in the parking for loading and unloading of material only. Parking of vehicle as a store shall be liable for cancellation of contract.

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

Superintendent,
Model Jail, 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 (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 institute.

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

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

d) And that all the terms and conditions for running the Shop for Canteen, Grocery and General electronics and repair, are acceptable to me / us. I/we will abide by them in letter and spirit.

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.3/- duly attested by Executive Magistrate or Notary Public).

Annexure-‘F’

PRICE BID FOR LICENCING OUT SHOPS FOR CANTEEN, GROCERY AND GENERAL ELECTRONIC AND REPAIR AT VISITOR AND SHOPPING COMPLEX, MODEL JAIL CHANDIGARH.

Sr.N.	Particulars	Offer of monthly licence fee (neatly written) (Reserve price Rs. 31,515/- per month for each shop)`	SHOP FOR
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)

LIST OF ITEMS FOR CANTEEN

<u>Sr. No.</u>	<u>ITEM</u>	<u>Rate in Rs.</u>
<u>Beverage</u>		
1.	Plain Tea, Readymade/Special Tea	7.00
2.	Dip dip bag Tea	7.00
3.	Plain Coffee	15.00
4.	Espresso Coffee	15.00
5.	Milk Boiled with Sugar 1 Ltr, Std.(verka)	50.00
6.	Cold Drink	At rate not higher than MRP
7.	Vita, Verka Flavoured Milk Dahi/Lassi/HPMC/Punjab	At rate not higher than MRP
8.	Mineral Water Bottle	15.00
<u>Snacks</u>		
1.	Pastry small any (Standard Quality)	12.00
2.	Pastry Chocolate(Standard Quality)	15.00
3.	Pastry pineapple (Standard Quality)	14.00
4.	Egg (boiled) per egg	8.00
5.	Egg (fried) per egg	12.00
6.	Egg (omlette)	15.00
7.	Bread omlette (2 slices + 1 omlette with Sauce)	20.00
8.	Bread omlette (4 slices + 2 egg omlette with Sauce)	30.00
9.	Hotdog	15.00
10.	Burger (Paneer & Veg)	20.00
11.	Samosa standard size	8.00
12.	Bread Pakora	10.00
13.	Petty Veg.	10.00
14.	Petty Cheese	15.00
15.	Vegetable Sandwich Big (Standard Quality)	15.00
16.	Grilled Sandwich (4 Large Slices sandwich)	50.00
<u>MEALS</u>		
20.	Plain Prantha	12.00
21.	Stuffed Prantha	17.00
22.	Channa Batura (2 Batura + Channa)	25.00
23.	Kulcha Channa (2 Kulcha + Channa)	20.00
24.	Full Meal (Lunch/Dinner) (Chapatis-4, Boiled Rice, Dal Fried, Vegetable, Curd, Salad)	30.00

