

Chandigarh Industrial & Tourism Development Corporation Limited
CIN: U45202CH1974SGC003415
Regd Office: SCO – 121-122, Sector 17-B, Chandigarh – 160017
Phone No. 0172 – 4644430-31-32-33-34, 2704761, Fax No. 0172-4644441
Email: info@citcochandigarh.com, Website: www.citcochandigarh.com

NOTICE FOR E-TENDERING

CITCO invites e-tenders/e-bids for the allotment of following area/space on License basis :-

Sr.No.	Particular	Area/Space/ (Sq.ft.) approx.	Unit	Last date & time of uploading of e-tender upto 5:00Pm	Date & time of opening of e-tender at 11.00Am
1	E-Tender for allotment of Shop No.2 & 4	215 & 234	Hotel Shivalikview, Sector-17,Chd.	6th Feb.,2017	08th Feb.,2017
2	E-Tender for allotment of Bay/ Hall (IX,X, and XI)	638, 691 & 634	1 st floor, Hotel Shivalikview, Sector-17,Chd.	6th Feb.,2017	08th Feb.,2017
3	E-Tender for allotment of Shop No. 1	(121.66 Sq.ft.)	Hotel Mountview, Sector 10, Chd.	6th Feb.,2017	08th Feb.,2017
4	Setting up space for ATM	60 sq. ft.	Hotel Parkview, Sec. 24, Chd.	21stth Feb.,2017	23rd Feb.,2017
5	Setting up space for ATM	60 sq. ft.	Petrol Station, Sec. 9, Chd.	21stth Feb.,2017	23rd Feb.,2017
6.	Setting up space for ATM	60 sq. ft.	Hotel Mountview,Sector -10, Chd.	21stth Feb.,2017	23rd Feb.,2017

Detailed tender documents can be downloaded/uploaded from them website: <http://etenders.chd.nic.in>. Last date of receipt of e-bids is mentioned against each tender. For off-line viewing of detailed terms and conditions, earnest money, etc. please log on our website:
http://www.citcochandigarh.com/corporate/tenders_notices.html

Managing Director reserves the right to reject any or all tenders without assigning any reason.

MANAGING DIRECTOR



Chandigarh Industrial & Tourism Development Corporation Limited

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Description of Work: -

Allotment of space on License basis at Hotel Mountview, Sector-10, Chandigarh (measuring area 60 Sq.ft. approx.) for the installation/setting up of Bank A.T.M.

Location:

Area/ Space adjoining Banquet Hall Stairs.

E-bids are invited for licensing out space for setting up / installing Bank ATM at Hotel Mountview, Sector-10, Chandigarh. Tenders are invited under Double Envelop System i.e. Technical and Financial Bid separately. Space/area are being offered on “as is where is basis”, therefore, the bidder may visit the site in advance and assess the proposed area for ATM and related infrastructure (including civil work) to be put in place, before applying the tender. For more detail, please contact Mr. Vijay Sharma, General Manager, Hotel Mountview, Sector-10, Chandigarh at 0172-2740444, 2740544, 4671111.

Financial Bids of only those agencies will be opened whose Trade as mentioned in the Technical Bid is found to be in order i.e. it is not prejudicial or detrimental to the financial/operational interest of CITCO/Hotel Mountview. The said decision shall be binding in all respects on the Tenderers.

TERMS AND CONDITIONS:-

1. The Terms and conditions hereinafter regulate the allotment of Space for installation/setting up of Bank A.T.M. at Hotel Mountview, Sector-10, Chandigarh (measuring area 60 Sq.ft. approx.) on license basis (hereinafter referred to as “Space”)
2. The e-bid must be accompanied by the scanned copy of Pay Order/Demand Draft of an earnest money of Rs.25,000/- (Rupees Twenty Five Thousand only) 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 (I.W). 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 bid but prior to the final allotment of the shop.

3. Conditional/telegraphic tender/tender received through fax, tenders without earnest money and submitted not on the prescribed form shall not be entertained.
4. Tender should only be signed by the authorized signatory alongwith the seal of the firm/bank. Correction/ overwriting, if any, should be authenticated under the signature of the tenderer.
5. E-bids are to be submitted under two ways tendering process i.e. Technical Bid and Financial Bid Separately. After scrutiny of the information received in Technical Bid, clarifications, if any, where ever necessary, will be obtained from the party. After necessary appraisal of the party's experience and Technical expertise, technical short-listing will done. Consequently, "Financial Bid will be opened in respect of only those tenderers who are found technically suitable, based upon information given in Technical Bid. The persons/agencies/ parties giving Technical Bid should give maximum information regarding them and Technical capabilities as they deem fit. The decision of the Management in this regard shall be final and binding.
6. The allotment shall be made to any Public or Private Sector Bank, which is technically evaluated to meet criteria for selection & quoting highest bid for the monthly license fee unless the Managing Director is of the opinion that allotment of space to the bidder quoting highest monthly License fee may not be in the interest of the Corporation.
7. The Service Tax, if applicable, should be indicated clearly in the tender form as "Service Tax Extra" alongwith the percentage of Service Tax as applicable failing which it will be treated that the additional license fee quoted by the tenderer are inclusive of service tax.
8. The Corporation shall not be in any manner concerned with the internal affairs of the tenderers i.e dispute and dissolution etc. or affairs concerning any other (third) party that the Contractor may be having.
9. In these terms and conditions unless the context otherwise required.
 - i) "Licensor"/"Corporation" means the Chandigarh Industrial & Tourism Development Corporation Ltd., Chandigarh.
 - 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 detailed terms and conditions of allotment of the space.

- v) "License agreement" means an agreement containing the terms and conditions on which the space has been licensed out.
10. The area/premises are 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.
 11. The allotment shall be made on license basis initially for a period of 3 (Three) years which may be extendable for another period of 2 (two) years on the same terms and conditions and depending upon the performance of the Licensee.
 12. The Licensee will have to deposit interest free security equal to 6 (six) months determined license fee, less the earnest money of Rs.25,000/- within 7 days from the date of allotment of letter. Failure to deposit the interest free security within 7 days from the date of allotment of shop, the amount of Rs.25,000/- deposited as earnest money by Licensee may be forfeited.
 13. The license fee shall increase by 10% annually of the immediately preceding monthly license fee. In case, the licensee fails to pay the license fee/increased license fee, as the case may be, by the due date, he shall without prejudice to the other rights and remedies of the license, be liable to pay penal interest @ 18% per annum on the outstanding dues.
 14. In case on expiry of initial period of 3 years, the licensee is interested and willing for the above mentioned extensions of 2 years, then the licensee would be required to approach the Licensor at least 6 (six) months in advance prior to the period of initial allotment indicating his willingness for the said extension, failing which it will be assumed that the licensee is not interested in extension and CITCO will proceed further for fresh allotments. In this case of extension, the security deposit will also be reviewed for further extended years and licensee will be required to deposit the remaining amount accordingly.
 15. The Licensee shall pay to the Corporation towards agreed monthly license fee plus Service Tax by 3rd of each month but not later than 7th of every month. No part payment will be accepted under any circumstances. If default is made in paying the said amount in time interest @ 18% shall be chargeable from the due date to the actual date of payment, apart from other punitive action such as disconnection of electricity, telephone if any etc.
 16. The licensor reserves the rights to terminate the license of the licensee at any time after handing over the possession of the said shop by expressly serving upon the licensee 3 (three) month's notice to that effect and the licensee shall be liable to hand over the vacant possession of the said shop by the date as stipulated in the notice. The licensee can similarly also surrender the space allotted to him during the license period by giving 3 (three) month's notice in writing to the licensor.
 17. On surrendering the space/site for ATM, the 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, if any, shall be refunded to the Licensee after adjusting the amount, if any, due from the Licensee.

18. The Licensee will be entitled to carry out the authorized trade for which the space has been allotted i.e. installation of Bank ATM. The Licensee shall not be permitted to use the space for any other purposes for which it is allotted i.e ATM. Any change in the authorized trade shall be treated as violation of this agreement and Licensor shall have right to immediately get it vacated without any notice.
19. The Licensee shall make prompt payments of electricity and telephone charges to the authorities concerned and shall pay all arrears, if any, before vacating the said shop on the termination of license or resumption of the said shop. 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.
20. The Licensor shall not be liable to pay any compensation or damages to the Licensee on account of breakdown of air conditioning, water supply, electricity, telephone and any other service beyond the control of the licensor.
21. The Licensee will have a separate electricity sub meter for the Space allotted to Licensee who shall be responsible to pay his share of electricity charges to the Licensor at the rates as may be applicable from time to time.
22. The Licensee will be liable to pay all such fees, taxes etc. in respect of the space as the Government may levy from time to time under any law.
23. The Licensor shall not be responsible for any loss of stocks, cash or any other moveable property of the Licensee on account of theft, fire and natural Calamities and due to other reasons. The Licensee should therefore, at their discretion get this risk covered through Insurance. Accordingly, Security Guard(s) may be provided at the space/ location by the Licensee.
24. The Licensee will at all times keep and maintain the said "Space" in a proper state of cleanliness to the satisfaction of the licensor or its officers and servants duly authorized by him in this behalf.
25. The Licensee will not store 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. He will not make any addition or alteration on any part of the Space without the prior permission in writing of the licensor.
26. The Licensee shall manage, operate and conduct the authorized trade viz. setting up Bank ATM so as to preserve the reputation of the Licensor and its units and to abide by the rules and regulations framed by the licensor or the Chandigarh Administration from time to time and that nothing shall be done, permitted or committed contrary to any provision made by or under any statute or law for the time being in force or rules and regulations framed by the

Licensor or the Chandigarh Administration and in particular not to use or permit the said space to be used for any form of unlawful activities.

27. The Licensee shall not make any alteration or additions to the said space without obtaining prior written approval of the Licensor or remove there from any of the Licensor's fixtures or fittings therein.
28. The Licensee shall not alter the original color of the outside area, the façade and front elevation nor erect sub screens, curtains or blinds on the exterior nor paste any bills, advertisements, posters, notices, cuttings etc. on the glasses nor permit the same to be made, affixed or altered or erected in any circumstances.
29. The Licensee shall not employ for work or otherwise allow any person at the said space who is not of good character and behavior and/or suffering from any contagious infectious disease or if not suitably attired or otherwise unsuitable to be seen in a property. The Licensee shall furnish the photographs of his employee(s) including security guards alongwith their addresses and other relevant details to the entire satisfaction of the heads of the units concerned.
30. 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 space is located.
31. In the event of any damage or injury being caused to the said space or any property of the licensor by the Licensee or their servants or agents or any one upon the said 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 Licensee's 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/reimbursed the Licensor against all such costs and charges and expenses in respect thereof.
32. The Licensee will not sublet, assign or part with possession of the said space or any part thereof. The area in front of the said ATM shall not be encroached upon and used or allowed to encroach upon or used for any purpose.
33. 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 space at all times for any purpose including repairs etc.
34. The licensor shall have full rights, power and authority at all time to do through its officers or servants 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.
35. The Licensor may through its officers and servants, at all reasonable times and in a reasonable manner enter in and upon any part of the said premises

for the purpose of ascertaining that the Licensee is duly observing the conditions of the license.

36. The Licensee will not install and operate any public address system or any other media in the space allotted to Licensee which may cause disturbance in area wherein the space is located.
37. The Licensor shall have right to terminate the license before expiry of license period if any of the terms and conditions of the agreement is violated by the Licensee without giving any notice.
38. The Licensee shall manage, operate and conduct the authorized trade in the shop so as to preserve the reputation of the Licensor and its units and to abide by the rules and regulations framed by the licensor or the Chandigarh Administration from time to time and that nothing shall be done, permitted or committed contrary to any provision made by or under any statute or law for the time being in force or rules and regulations framed by the Licensor or the Chandigarh Administration and in particular not to use or permit the said shop to be used for any form of unlawful activities.
39. 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 of any of the conditions of the license, 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 on 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.
40. Failure to discharge the contractual obligations/ terms and conditions by the tenderer/licensee, may lead to debarring of the firm/tenderer for future tendering into the Corporation upto 3 (three) years and the security deposited shall be forfeited.
41. 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 i.e. without any damage. Failure to hand over the vacant possession, the premises shall be got vacated under 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 be refunded.

42. The Managing Director of the Corporation may impose additional terms and conditions as may be required in the best interest of the Corporation.
43. 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 license/agreement, then the same shall be referred to the sole arbitration of the Chairman/Chairperson of the Chandigarh Industrial & Tourism Development Corporation Limited., Chandigarh or any other person appointed by him. If the person so appointed ceases to hold the office then his successor would continue with the arbitration proceedings from the stage the earlier arbitrator ceased to hold office and the new incumbent need not start the proceedings denovo. The aware of the Chairman of the Corporation or his nominee shall be final and binding on both the parties.
44. Subject to the arbitration clause, the Courts at Chandigarh shall have the exclusive jurisdiction

MANAGING DIRECTOR

TECHNICAL DETAILS OF THE TENDERER
TECHNICAL BID

- A. Earnest Money Deposit
 - B. Details of Tenderer
 - i. Name of the Bank
 - ii. Regd. Office address with contact detail
 - iii. Correspondence office address with contact detail
 - iv. Copy of Memorandum and article of association with incorporation certificate
1. Experience in Managing/running ATM
 2. Manpower employed
 3. PAN Card number
 4. Service Tax No.
 5. Any other information
(Bidder may like to submit)

Note: Please upload the scanned copy/copies of above said information online as a technical bid.

Signature of Applicant
With seal

PROCEDURE FOR e-tendering

1. The Bids shall be received electronically only through the website www.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 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 Tender Fee, Earnest Money Deposit, Document and Eligibility Documents shall also be uploaded along with Technical Bid within prescribed time limit.
5. Tender Fee and EMD in original as uploaded by the Bidder shall be placed in the manner as described in the Bid Document and shall be submitted 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 Bids 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 contact 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.