



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

No. IW/2018/12625-665

Dated: 30.08.2018

(To all Public/Private Sector Banks)

Subject:- Calling of sealed proposal/ quotation for setting up of Banks ATM at CITCO's Hotel/ Units i.e.

- **Hotel Mountview, Sector-10, Chandigarh**
- **Hotel Shivalikview, Sector-17, Chandigarh**
- **Petrol Station, Sector-9, Chandigarh and**
- **Hotel Parkview, Sector-24, Chandigarh**

Sir/Madam,

Please refer to the subject cited above.

We are having area measuring around 60 sq.ft. approximatey for setting up an ATM's at the following Hotels/ Units i.e.

- **Hotel Mountview, Sector-10, Chandigarh**
- **Hotel Shivalikview, Sector-17, Chandigarh**
- **Petrol Station, Sector-9, Chandigarh and**
- **Hotel Parkview, Sector-24, Chandigarh**

The Public/ Private Sector Banks may inspect the site during working hours of all or any of the above said location on any day. In case, If your bank is willing to set up ATM at any of the above said location, you may submit your quotation (in prescribed format enclosed herewith) upto Monday, 8th October, 2018 upto 3:00 P.M. in the office of Manager (I.W.), 3rd Floor, Head Office, CITCO. The sealed quotation will be opened on next working day at 11:00 A.M.

In the sealed quotation, the respective Public/ Private Sector Bank has quote monthly license fee (taxes extra) Hotel/ Unit/ location wise, to be paid to CITCO for taking the said ATM space. The said ATM space will be allotted to the bank quoting highest monthly license fee (Taxes extra). The detailed terms and conditions of allotment alongwith format of sealed quotation to be submitted is enclosed after the terms and conditions.

This issues with the approval of the competent authority.

Yours faithfully,

Sd/-
Manager (I.W.)

Encl.: As above.



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CITCO invites quotations for licensing out space for installation of ATM from Public or Private Sector Bank at following locations only: -

- a. Hotel Mountview, Sector-10, Chandigarh (measuring area 60 Sq.ft. approx.). Location - Area/ Space adjoining Banquet Hall Stairs.
- b. Hotel Shivalikview, Sector 17, Chandigarh.
- c. Hotel Parkview, Sector-24, Chandigarh (measuring area 60 Sq.ft. approx.) Location - Area/Space adjoining Board Room in Hotel.
- d. Petrol Station, Sector- 9, Chandigarh - Necessary civil infrastructure will be created by CITCO.

For more detail, please contact Dy. General Manager for Hotel Mountview, Sector-10, Chandigarh at 0172-2740444, 2740544, 467111, General Manager for Hotel Parkview, Sector-24, Chandigarh at 0172-4644492,4644493,4644494-95, General Manager (Petrol Station) at 0172-4644430-31 and Dy. General Manager (Hotel Shivalikview) at 0172-46472222.

TERMS AND CONDITIONS:-

1. The Terms and conditions hereinafter regulate the allotment of space for installation of ATM at following locations: -
 - a. Hotel Mountview, Sector-10, Chandigarh (measuring area 60 Sq.ft. approx.). Location - Area/ Space adjoining Banquet Hall Stairs.
 - b. Hotel Parkview, Sector-24, Chandigarh (measuring area 60 Sq.ft. approx.) Location - Area/Space adjoining Board Room in Hotel.
 - c. Hotel Shivalikview, Sector- 17, Chandigarh.
 - d. Petrol Station, Sector– 9, Chandigarh.
2. 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.
3. 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.
 4. The allotment of ATM space shall be made on license basis for a period of 5 (Five) years.
 5. The Licensee will have to deposit interest free security equal to 6 (six) months determined monthly license fee submitted in the sealed quotation (per location) within 20 days from the date of allotment of letter. Failure to deposit the interest free security within 20 days from the date of allotment of Space. For ATM space at Petrol Station – 9, suitable time period will be given as necessary civil infrastructure will be created by CITCO.
 6. 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.
 7. The Licensee shall pay to the Corporation towards agreed monthly license fee plus GST by 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.
 8. The licensor reserves the rights to terminate the license of the licensee at any time after handing over the possession of the said Space 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 Space 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.
 9. On surrendering the space/site for ATMs, 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.

10. The Licensee will be entitled to carry out the authorized trade for which the space has been allotted i.e. installation of Bank ATMs.
11. The Licensee shall make prompt payments of electricity (for separate electricity meter) and telephone charges (if any) to the authorities concerned and shall pay all arrears, if any, before vacating the said Space on the termination of license or resumption of the said Space. 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.
12. 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.
13. 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.
14. 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.
15. The Licensor shall not be responsible for any loss of stocks, cash or any other moveable property or any ATM machine 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.
16. 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.
17. 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.
18. The Licensee shall manage, operate and conduct the authorized trade viz. setting up Bank ATMs 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.
19. 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.

20. 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.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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.
27. 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.
28. 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.

29. In the event of non-payment of the license fee or non-use of such premises by the licensee or breach 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 be 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.

30. The Licensee before taking over the possession of the space shall furnish such number of post dated cheques equivalent 12th months license fee every year in advance on year to year basis to the Manager Accounts of concerned Units to ensure timely deposit of license fee. In case of bouncing of cheque for any reasons, penal interest @ 18% as indicated hereinbefore shall be charged by the Licensor from the Licensee as penalty. The Licensor, however, reserves the right to initiate criminal proceedings under the Negotiable Instruments Act and other rights and remedies as may be available to the Corporation.
31. 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.
32. 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.
33. The Managing Director of the Corporation may impose additional terms and conditions as may be required in the best interest of the Corporation.

34. 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 Managing Director, CITCO 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 award of the Managing Director or his nominee shall be final and binding on both the parties.
35. Subject to the arbitration clause, the Courts at Chandigarh shall have the exclusive jurisdiction

CHIEF GENERAL MANAGER

**Format of Sealed Quotation to be submitted by the
Public/ Private Sector Bank**

Sr. No.	Particulars	Information to be filled in by the Bank
1	Name of the Bank	
2	Bank Office address with contact details.	
3	Name of the concerned Bank official and their Email Id	
4	PAN No. of the Bank	
5	GST No. of the Bank	

In the following table, the respective Public/ Private Sector Bank has to quote monthly license fee (taxes will be extra as applicable) Hotel/ Unit/ location wise, to be paid to CITCO for taking the particular ATM space or all. The said ATM space will be allotted to the bank quoting highest monthly license fee (Taxes extra) on the above terms and conditions as detailed out in the quotation letter.

		License Fee to be quoted (Per Month) (In Rs.)
6	For ATM space at Hotel Mountview, Sector-10, Chandigarh (Measuring area 60 Sq.ft. approx.)	
7	For ATM space at Hotel Parkview, Sector-24, Chandigarh (Measuring area 60 Sq.ft. approx.)	
8	For ATM space at Hotel Shivalikview, Sector-17, Chandigarh (Measuring area 60 sq. ft. approx.)	
9	For ATM space at Petrol Station, Sector-9, Chandigarh (Measuring area 60 Sq.ft. approx.)	