



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

E-TENDER NOTICE

CITCO intends to license out open space (20'X25' approx) for temporary shed for running/ managing permissible trade/activity at CITCO's Industrial Shed complex in Village – Mauli Jagran, U.T Chandigarh on license basis.

Detailed tender document can be downloaded from website: <http://etenders.chd.nic.in>. Last date of loading/Uploading of e-Tenders/ e-bids is Thursday, 14th June, 2018 upto 3:00 P.M.

M.D reserves the right to reject any or all bids without assigning any reason.

Chief General Manager



Chandigarh Industrial & Tourism Development Corporation Limited

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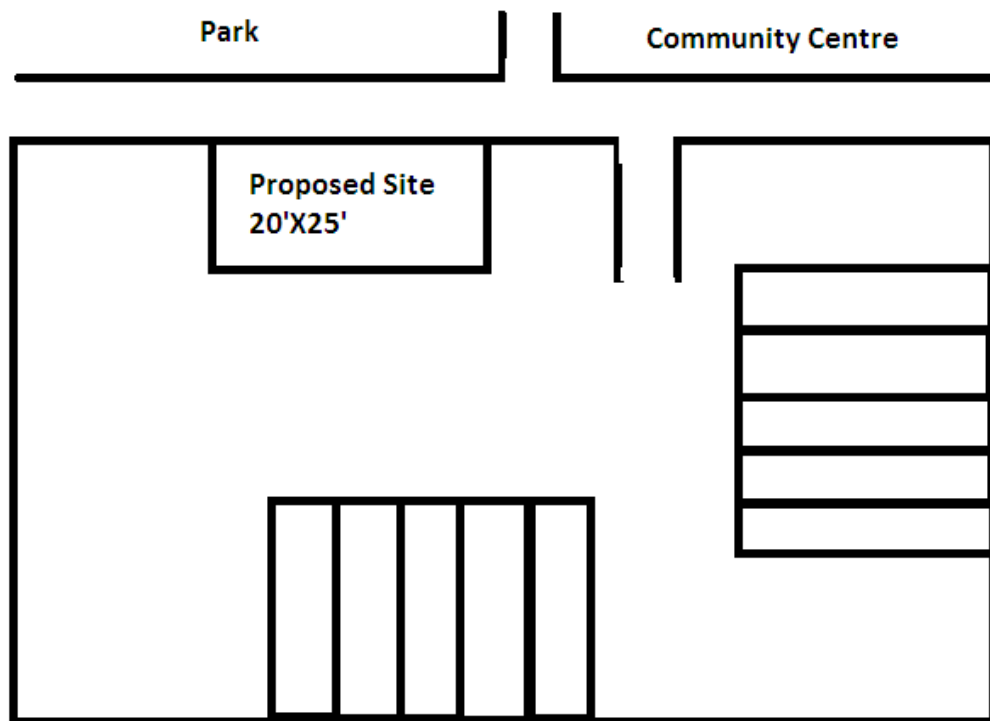
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CITCO intends to license out open space (20'X25' approx) for temporary shed for running/ managing permissible trade/activity at CITCO's Industrial Shed complex in Village – Mauli Jagran, U.T Chandigarh on “as is where is basis”, therefore, interested parties are advised to visit the site before submitting E-bid and access the proposed area.

The pictorial presentation of open area/ space measuring 20'X25' approx for temporary shed for running/ managing permissible trade/activity at CITCO's Industrial Shed complex in Village – Mauli Jagran, U.T Chandigarh on “as is where is basis” is as under:-



CITCO's Industrial Shed complex in Village – Mauli Jagran, U.T Chandigarh

Following are the terms & conditions: -

- 1) In these terms and conditions unless the context otherwise required.
 - a) “Licensor”/Corporation means the Chandigarh Industrial & Tourism Development Corporation Ltd., Chandigarh.

- b) "Licensee" /"party" means a person, a firm or a company to whom the said open space is allotted on license basis.
 - c) "License fee" means the sum of money payable monthly by the licensee in accordance with the terms and conditions of the license in respect of the open space /premises allotted by the licensor.
 - d) "Licensee" means the allotment letter containing detailed terms and conditions of allotment of the open space /premises/space.
- 2) The area of the said open space is 20'X25' approx for temporary shed for running/ managing permissible trade/activity at CITCO's Industrial Shed complex in Village – Mauli Jagran, U.T Chandigarh
 - 3) The said space/premises 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 bidder should have to procure requisite permission/ authorization/ approvals/ sanctions for carrying out the permissible trade/ activity in the open space or for constructing temporary shed or for separate electricity connection at CITCO's Industrial Shed complex in Village – Mauli Jagran, U.T Chandigarh. Any change in utilizing the space shall be made only with the prior permission in writing of the licensor/corporation.
 - 5) E-bids are invited online i.e. Technical Bid and Financial Bid separately. After scrutiny of the information received in Technical Bid, clarifications, if any wherever necessary, regarding the documents submitted in the technical bid, will be obtained from the bidder. After necessary appraisal of the party's experience and technical expertise, technical short-listing will be done. Consequently, "Financial Bid will be opened in respect of only those tenderers who are found technically eligible. The decision of the Management in this regard shall be final and binding.
 - 6) The allotment shall normally be made to any individual/ firm/ Company quoting highest bid for the monthly license fee.
 - 7) The initial license period shall be for a period of 1 (one) year which may be further extendable to another period of 1 (one) year at the sole discretion of CITCO considering performance.
 - 8) The bid must be accompanied by Pay Order/Demand Draft of an earnest money of Rs.50,000/- (Rupees fifty thousand only) of any Scheduled Bank drawn in favour of "CITCO" and payable at "Chandigarh". The amount of earnest money shall not be accepted through cheque. The amount of earnest money, if any, lying with the Corporation or any other pending amount will not be adjusted against the present tender.

- 9) The licensee will have to deposit interest free security equivalent to 6 (six) month's license fee within 15 days from the date of allotment letter. Failure to deposit interest free security within 15 days from the date of allotment of space, the allotment shall be cancelled.
- 10) The license fee shall be increased by 10% annually of the immediately preceding monthly license fee/increased license fee. In case the licensee fails to pay the license fee/increased license fee, as the case may be, by the due date, the licensee without prejudice to the other rights and remedies of the license, be liable to pay penal interest @ 18% per annum on the outstanding dues.
- 11) The licensee shall pay to the Corporation agreed monthly license fee + 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 etc., if any.
- 12) 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 one 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 one month notice in writing to the licensor.
- 13) The Corporation shall not be in any manner concerned with the internal affairs of the licensee i.e. dispute and dissolution etc. or affairs concerning any other (third) party that licensee may have.
- 14) The licensee will have to install electricity meter for the space allotted to him at its own cost and expense from the Electricity Department, U.T Chandigarh. Further, the License shall pay electricity charges/ bills before due date. In case the licensee fails to pay the said charges/other dues, as the case may be, by the due date, the licensee will without prejudice to the other rights and remedies of license be liable to pay penal interest @ 18% p.a. on the outstanding dues.
- 15) The licensee shall make prompt payments of electricity charges to the authority concerned and shall pay all arrears, if any, before vacating the said space/premises on the termination of license or resumption of the said space. It shall be lawful for the licensor to orders adjustments of arrears on account of electricity and any other charges outstanding against the licensee from the amount of the interest free security deposit.
- 16) The Licensor shall not be responsible for any loss of stocks and any other moveable property of the licensee on account of theft, fire and natural calamities due to other reasons beyond the control of the licensee. The

licensee shall, therefore, at his discretion get this risk covered through insurance.

- 17) Further, the Licensee may, at its own cost, insure the goods/products/equipments stored in the demised premises for a reasonable amount as is deemed fit by the Licensee and the Licensee shall regularly pay the premiums in respect thereof. The Licensor shall render all assistance and sign all papers, as may be required for enabling the Licensee to take insurance of the goods/ products/ equipments stored in the demised premises.
- 18) The licensee will have to procure at its own cost all necessary permissions/ license/ approvals/ authorization for running/ managing permissible trade/activity at CITCO's Industrial Shed complex in Village – Mauli Jagran, U.T Chandigarh from Chandigarh Administration/ Govt. of India.
- 19) The Licensee shall have the right to install equipments, lights, telecom equipments, computers, etc. in the said premises, as may be necessary for peaceful enjoyment and smooth functioning of its business activities at its own cost, risk and responsibility.

Further, upon expiry or earlier termination of the license by the Licensor or Licensee, the Licensee shall at the time of handing over the vacant possession of the said premises to the Licensor and/or at any time during the subsistence of this license have the right to remove all such installations, fixtures and fittings so installed exclusively belonging to the Licensee ensuring that no damage is caused to the demised premises and handover the said premises back to CITCO in good conditions as shall be handed over to the agency.

- 20) The licensee will at all times keep and maintain the said premises in proper state of cleanliness to the satisfaction of the licensor or through his Officers and official(s) duly authorized by the licensor in this behalf.
- 21) The Licensor shall not be liable to pay any compensation or damages to the licensee on account of breakdown, water supply/electricity and any other service beyond the control of the Licensor.
- 22) The Licensee shall not store in the demised premises any goods which are of hazardous, combustible or dangerous nature without obtaining the requisite permission from the concerned authorities or are so heavy that storing of which is objected to by the concerned local or other authority. The licensee shall be liable for the consequences of the breach in this behalf caused on account of the negligence or default of the Licensee, and shall be liable to pay all the costs, damages etc. caused due to such acts.
- 23) The Licensee shall pay the Municipal property taxes, charges etc. levied in respect of the demised premises.

Further, the Licensee will be liable to pay all such fees, taxes, etc in respect of the Godown as the Government may levy from time to time under any law.

- 24) The area in front of the said premises shall not be encroached upon and used or allowed to be encroached upon or used for any purpose by the licensee.
- 25) The licensee will be liable to pay all such fee, taxes etc. in respect of the space, the Govt. may levy from time to time under any law.
- 26) The licensee shall not sublet, assign or part with the possession of the said premises or any part thereof.
- 27) On surrendering the space by the licensee, the party will have to clear all the dues on account of license fee, electricity charges and other dues for the period ending the date of handing over the possession to the licensor. The interest free security shall be refunded to the licensee after adjusting the amount, if any, due from the licensee.
- 28) The licensee shall not make any alterations or additions to the said space without written approval of the Licensor or remove there from any of the Licensor's fixtures or fittings therein.
- 29) The Licensee shall manage, operate and conduct the authorized trade in the Godown 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 any or under any stature 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 Godown to be used for any form of unlawful activities.
- 30) 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 properly wherein the said space is located.
- 31) The Licensee before taking over the possession of the space shall furnish such number of post dated cheques equivalent to 12th months license fee in advance to the Manager (Industrial Wing), 4th Floor, SCO 121-122, Sector – 17B, Chandigarh (U.T) 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.

- 32) In the event of any damage being caused to the said space or any property of the licensor by the licensee or his servants 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 his failure to do so, within 7 days after occurrence of the such damage, the licensor may make good such injury/damage and licensee will be indemnify the licensor against all such costs and charges and expenses in respect thereof.
- 33) The licensee shall not do or permit to be done any act, which may invalidate or in any way affect the insurance of the building or property herein the said space is located.
- 34) With prejudice to the generality of the foregoing conditions, the licensor or any other officer authorized in writing by him in this behalf shall have free access to the space for undertaking the repairs of the premises.
- 35) In the event of non-payment of the license fee or non use of such premises by the due or extended date not exceeding 30 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 retain and enjoy the same as of his former estate and the licensee will not entitled to any compensation whatsoever on account of such resumption.

Provided that on sufficient cause being shown, the licensor may far 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.20,000/- within such period not exceeding two months on the whole as he may deemed reasonable. The amount of penalty shall, however, be in addition to the payment of penal interest @ 18% per annum as specified herein before.

- 36) On the termination of license under any of the terms and conditions of license:
 - (i) The licensee will deliver the vacant possession of space in its original state to the licensor failing which the space shall be got vacated in accordance with the provisions contained in the Public Premises (Eviction of Unauthorized occupants) Act, 1971. The cost of damages, if any, to the premises or fixture shall be recovered from the licensee.
 - (ii) The amount of interest free security lying at the credit of the licensee after adjusting all the dues shall, however, be refunded to him.
- 37) The Managing Director of the Corporation may impose additional terms and conditions as may be required in the best interest of the corporation.

- 38) In the event of any question, dispute or difference arising out of this license or in any manner touching the license and the solution of which is not expressly provided in the license agreement, the same shall be referred to the sole arbitration of the Managing Director of the Chandigarh Industrial & Tourism Development Corporation Ltd., Chandigarh or any other person appointed by him. The award of the Managing Director of the Corporation or his nominee shall be final and binding on the party to the license.
- 39) Subject to arbitration clause, the court of Chandigarh shall have exclusive jurisdiction.

Chief General Manager

TECHNICAL BID

- 1) Earnest Money Deposit i.e Bank Name, Amount, DD No.
- 2) Details of Tenderer - Name, Father's Name, Full address, Date of incorporation, contact number
- 3) Copy of PAN Card number.
- 4) Copy of GST No.
- 5) Current business profile of the Tenderer.
- 6) Specify/ mention the proposed permissible trade/activity for running/ managing open space at CITCO's Industrial Shed complex in Village – Mauli Jagran, U.T Chandigarh on license basis.

PROCEDURE FOR E-TENDERING

1. The Bids shall be received electronically only through the website **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 Bids(Technical Bid & 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 Earnest Money Deposit, Document and Eligibility Documents shall also be uploaded alongwith with Technical Bid within prescribed time limit.
5. EMD in original as uploaded by the Bidder shall be placed in the manner as described in the Bid Document and shall be submitted in person 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 Bid 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 contract 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