



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

TENDER NOTICE

CITCO invites e-bids for the allotment of Covered Godown space measuring approximately 3018 Sq.ft. available at CITCO Sales Depot, 181/1-2, Industrial Area, Phase-I, Chandigarh on license basis.

Tender documents are available on Chandigarh Administration website <http://etenders.chd.nic.in> for online participation. Last date of loading/Uploading of e-Tenders is 17.09.2018 upto 5:00 P.M.

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

Chief General Manager



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E-tenders are invited for licensing out covered Godown Space at CITCO's Sales Depot, 181/1-2, Industrial Area, Ph-1, Chandigarh on License Basis.

The Licensor (CITCO) is the owner of Plot No. 181/1-2, Industrial Area, Phase-1, Chandigarh and has constructed a warehouse including office on the said plot. A demarcated area measuring approx 3018 Sq Ft (Built up area in the said warehouse as per specifications given in the schedule attached hereto is proposed to be licensed out (Hereinafter referred to as "premises").

Eligibility Criteria

- a. Individual, proprietorship, firms, companies, LLP's all are eligible to participate in the tender.
- b. The Bidder should not be blacklisted by any State/Central Govt. or PSUs due to unsatisfactory performance, breach of general or specific instructions, corrupt / fraudulent or any other unethical business practices.

For the purpose, the bidder is required to submit undertaking mentioning these facts, as the case may be.

- c. The tenderer must submit Solvency Certificate from any Scheduled Bank for Rs.25 lakhs. The certificate should not be issued six months prior to the date of submission of tender or should have validity as on last date of submission of tender.

For the purpose, the bidder will submit Solvency Certificate in the following format.

Format of Solvency Certificate

No.....

To

.....

This is to state that to the best of our knowledge and information, Mr. / Ms. / M/s a customer of our Bank is respectable and can be treated as good up to a sum of Rs..... (Rupees in words).

It is clarified that this information is furnished without any risk and responsibility on our part in any respect whatsoever more particularly either as guarantor or otherwise. This certificate is issued at the specific request of the customer.

For BANK MANAGER
(Signed and Stamped)

Place:

Date:

The following terms and conditions hereinafter regulate the allotment of said demised premises.

- 1) The said premises are used for setting up of offices, storage houses, warehousing, cargo handling, transportation, clearing and forwarding etc. as well as for pursuing commercial activities only.
- 2) In these terms and conditions unless the context otherwise required.
 - a) "Licensor"/"Corporation" means Chandigarh Industrial & Tourism Development Corporation Ltd., Chandigarh.
 - b) "Licensee" means, a person, a firm, or a company to whom the Godown is allotted on license basis.
 - c) "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 Godown allotted by the licensor.
 - d) "License" means, the allotment letter containing detailed terms and conditions of allotment of the Godown.
- 3) 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.

In the Financial Bid/ BOQ, the Bidders has to the quote financial bid/rate/ monthly license fee without including tax as the taxes will be extra as applicable. In case, the bidder has submitted the financial bid/rate/ monthly license fee including taxes, then CITCO will neither responsible for it nor entertain any request for the same.

- 4) Any corrigendum/ amendment in the terms and conditions of the tender document or any other change, if required, will be issued/ published/ uploaded on <http://etenders.chd.nic.in> only. It will be the

responsibility of the bidder to note amendments and submit in his bid accordingly.

- 5) The allotment shall normally be made to any individual/firm/Company quoting highest bid for the monthly license fee unless the Managing Director is of the opinion that allotment of any Godown to the bidder quoting highest monthly License fee may not be in the commercial interest of the Corporation.
- 6) The premises is and shall be deemed to be "public premises" as defined in the Public Premises (Eviction of Unauthorized Occupants) Act,1971 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.
- 7) 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.
- 8) The initial License period shall be for a period of 3 years which may be extendable for another 2 years at the sole discretion of CITCO, considering performance and compliance of the terms and conditions.
- 9) The License fee shall be revised annually @10% at the end of each year during the license period. On the completion of the initial term of five years with 10% annual escalation, the license period may be further extended for a period of 3 years subject to terms and conditions to be settled mutually. However this extension in sixth year will carry one time escalation of 20% with annual 10% escalation thereafter.

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.

- 10) The monthly license fee shall be payable to the Corporation by 10th of every month. No part payment will be accepted under any circumstances. In case of default in paying the said amount in time, penal interest @18% per annum 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.
- 11) The Licensee before taking over the possession of the space shall furnish such number of post dated cheques equivalent to 12th months license fee and thereafter every year in advance on year to year basis to the Manager (Accounts) Sales Depot, CITCO to ensure timely

deposit of license fee. In case of bouncing of cheque for any reasons, penal interest @ 18% per annum 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.

- 12) The Licensee will have to deposit interest free security equal to 6 (six) months determined license fee, less the earnest money of Rs.50,000/- (Rupees Fifty thousand only) 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, the amount of Rs.50,000/- earnest money by Licensee shall stand forfeited.
- 13) The Licensor reserves the rights to terminate the license of the licensee at any time after handing over the possession of the said Godown by expressly serving upon the licensee three month's notice to that effect and the licensee shall be liable to hand over the vacant possession of the said Godown by the date as stipulated in the notice. The Licensee may, however, surrender the Godown allotted to him during the license period by giving three month's notice in writing to the licensor.
- 14)
 - i) The licensee shall be liable to use at its own cost power available through the electrical connection already installed in the premises. Further, the Licensee shall have to pay electricity charges etc. in addition to the monthly license fee to the Corporation. If required, a separate electricity sub-meter will be installed in the premises for the purpose.
 - ii) Further, the licensee shall be liable to pay charges for water consumption in the said premises. If required, a separate water sub-meter will be installed for the purpose.
 - iii) The licensor shall not be liable to pay any compensation or damages to the licensee on account of breakdown of water supply, electricity, telephone and any other service beyond the control of the licensor.
- 15) The Licensee undertakes: -
 - i) to yield up vacant possession of the demised premises on the expiry of term of five years by efflux of time in as good conditions as they were at present, reasonable wear and tear accepted.
 - ii) To keep the demised premises and the access thereto and all surroundings absolutely neat and clean at its own cost.

- iii) To carry out repairs in the said demised premises and to make such additional and alterations in the demised premises as may be considered necessary after obtaining permission from the Licensor as well as Municipal Corporation, Chandigarh and UT Administration. The licensee, however, will not carry out any structural alterations which may violate the municipal or any other laws, rules and regulations.
 - iv) To keep the interior of the demised premises in good repair, order and condition (reasonable wear and tear and damages by the earthquake, flood tempest, lightening and violence or any armed mob or other irresistible force or accident excepted).
- 16) 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.
- 17) The Licensee shall be entitled to put up and build lofts in the said demised premises which shall be used only for the purpose of storage or other authorized purposes only, provided that the same shall not in any manner affect the FSI available to the Licensor of the Society.
- 18) 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. In case of any damage to the building pertaining to the licensed premises, the licensee responsibilities shall be restricted to any damage caused due to any act or omission by Licensee, employees or representatives within the demised premises.
- 19) The Licensee shall have the right to install equipments, lights, audio/video telecom equipments, computers, etc. in the demised premises, as may be necessary for peaceful enjoyment and smooth functioning of its business activities. The Licensee shall also have the right to install in the said demised premises such additional fixtures, fittings, air-conditioners, telephones, ducts, cabling, sun-blinders, lights, fans, partitions, cabins, computers, storage racks, lifts, hoists, crawlers, trolleys or all such equipments as may be required by the Licensee for the purpose of its business at its own cost, risk and responsibility. The Licensee shall carry out all such additions, renovations in or to the said demised premises, as may be deemed necessary by the Licensor.

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 demised 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.

- 20) The Licensee shall pay the Municipal property taxes, society charges, maintenance charges levied in respect of the demised premises.
- 21) 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.
- 22) On surrendering the Godown by the licensee, they shall pay all the dues on account of license fee, electricity charges, telephone charges, water charges and other dues for the period ending upto 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.
- 23) The Licensee will be entitled to carry out the authorized trade only for which the Godown has been allotted to him, on the days and during the hours to be determined by the Licensor from time to time. No licensee shall be entitled or permitted to use the Godown for residential purpose or for the sale of any foodstuff. Any change in the authorized trade shall be made only with the prior permission in writing of the Licensor.
- 24) 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 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 Godown to be used for any form of unlawful activities.
- 25) 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 and due to other reasons beyond the control of the licensor. The licensee shall, therefore, at his discretion get this risk covered through Insurance.
- 26) The licensee will at all times keep and maintain the said Godown in a proper state of cleanliness to the satisfaction of the licensor or his officers duly authorized by him in this behalf.

- 27) The Licensee shall not alter the original colour of the outside the Godown or the façade and front elevation or 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. In order to maintain uniformity in putting the signage on the front elevation of the Godown, the head of the unit concerned shall approve size, design, colour etc. where the Godown is located.
- 28) The Licensee shall not employ or otherwise allow any person for work at the said Godown 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 wherein the said Godown is located. The Licensee shall furnish their photographs and that of their employee(s) along with their addresses and other relevant details to the entire satisfaction of the head of the unit (GM, Sales Depot)
- 29) 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 Godown is located. To that extent, the licensee will not be permitted to carry out any major construction/ renovation/ partition in the demised premises without prior approval of the licensor. Similarly, the licensee will not be permitted to use the roof/terrace of the demised premises for any storage purposes. In case the licensee makes a violation thereof which results in damage/loss to the premises of the licensor, then the licensee shall make good the said loss failing which the licensor will be at liberty to recover the cost of such damage from the security amount lying with the licensor.
- 30) In the event of any damage being caused to any property of the licensor by the licensee or agents or anyone upon the said Godown with the acceptance or implied consent of the Licensee, 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 seven days after occurrence of the such damage, the Licensor may make good such injury/damage and the Licensee shall indemnify the Licensor against all such costs and charges and expenses in respect thereof.
- 31) The Licensee shall not make any alterations or additions in the said Godown without written approval of the Licensor or remove therefrom any of the Licensor's fixtures or fittings therein.
- 32) The Licensee shall not sublet, assign or part with possession of the said Godown or any part thereof.
- 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 Godown for undertaking the repairs of the premises.

- 34) The Licensor shall have full rights, power and authority at all times to do, through his officers, 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 his officers, at all reasonable times and in a reasonable manner enter upon in any part of the said premises for the purpose of ascertaining that the licensee is duly observing the terms and conditions of the license, ordinarily, 24 hours notice will be deemed to be a reasonable notice.
- 36) The Licensee will not install and operate any public address system or any other media in the Godown allotted to him, which may cause disturbance in area, wherein the Godown is located.
- 37) 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 or 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, whatsoever 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 alongwith penal interest @ 18% per annum as specified herein before.
- 38) 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 Godown in its original state to the licensor, failing which the Godown 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 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, however, be refunded to him.
- 39) The Managing Director of the Corporation may impose additional terms and conditions as may be required in the best interest of the Corporation.

- 40) The stamp duty and registration charges, if any, relating to the execution of License deed including in respect of the security deposit hereunder and in respect of any other related documents shall be borne and paid by the Licensee only. Each party shall bear and pay its own Solicitors or Advocates charges.
- 41) In the event of any question, dispute, or difference arising out of the agreement or in any manner touching this agreement and the solution of which is not expressly provided in this agreement, the same shall be referred to the Sole Arbitrator i.e. the Chairman, CITCO in accordance with the provisions of the Arbitration Act and Conciliation Act, 1996 or any amendments thereof and the parties shall agree to abide by the decision of the Arbitrator.
- 42) Subject to the arbitration clause, the Courts at Chandigarh shall have the exclusive jurisdiction.

**SIGNATURE OF TENDERER
WITH SEAL & DATE**

CHIEF GENERAL MANAGER

Schedule

All that Commercial premises (warehouse including office) located at Plot No. 181/1-2, Industrial Area, Ph-1, Chandigarh admeasuring 3018 Sq. Ft (Built up). The warehouse / Premises is having height of 15 Ft. measured from the Floor.

The Floor of the warehouse is constructed with concrete and is 1 Feet from the ground level.

The roofing of the warehouse shall be with RCC.

The warehouse has two points to facilitate loading and unloading. The warehouse shall have one toilet, which shall be exclusive use by the Licensee and the warehouse shall have proper drainage system to prevent water logging.

TECHNICAL BID

1. Earnest Money Deposit
2. Details of Tenderer i.e. 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. Details of business proposed to be conducted from the CITCO's godown.
7. Manpower employed.

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