



**Chandigarh Industrial & Tourism Development Corporation Limited
CIN: U45202CH1974SGC003415**

Regd. Office: SCO – 121-122, Sector 17-B, Chandigarh – 160017

Phone No. 0172 – 4647925 and 4647931, Fax No. 0172-4644441

Email: info@citcochandigarh.com, Website: www.citcochandigarh.com

Inviting Expression of Interest (EOI) for licensing out Office Space measuring 7263 Sq. Ft. at 1st (First) Floor of Hotel Shivalikview, Sector 17, Chandigarh.

CITCO invites Expression of Interest (EOI) for licensing out Office Space at 1st (First) Floor of Hotel Shivalikview, Sector 17, Chandigarh on long term basis. The total area consists of 7263 sq ft area and the tentative offer of monthly license fee is Rs.56/- per sq. ft. per month + taxes (as applicable).

Interested parties/ agencies may submit their proposal for taking Office Space at 1st (First Floor of Hotel Shivalikview, Sector 17, Chandigarh alongwith all relevant details i.e. monthly License fee over and above the tentative offer monthly license fee, Trade/ Purpose etc. in the Sealed Envelope at the above mentioned address.

Detailed terms & conditions are available on CITCO's Website i.e. www.citcochandigarh.com. Last date of submitting EOI is **11.01.2021 (Monday)** upto **05:00 P.M.**

Chief General Manager



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DRAFT TERMS & CONDITIONS OF E-TENDER FOR LICENSING OUT OFFICE SPACE MEASURING 7263 SQ. FT. AT 1ST (FIRST) FLOOR OF HOTEL SHIVALIKVIEW, SECTOR 17, CHANDIGARH

EOI are invited for licensing out office space/ Bays from reputed Individuals/ Firms/ Companies/ Banks/ MNC's/ Financial Institutions etc.

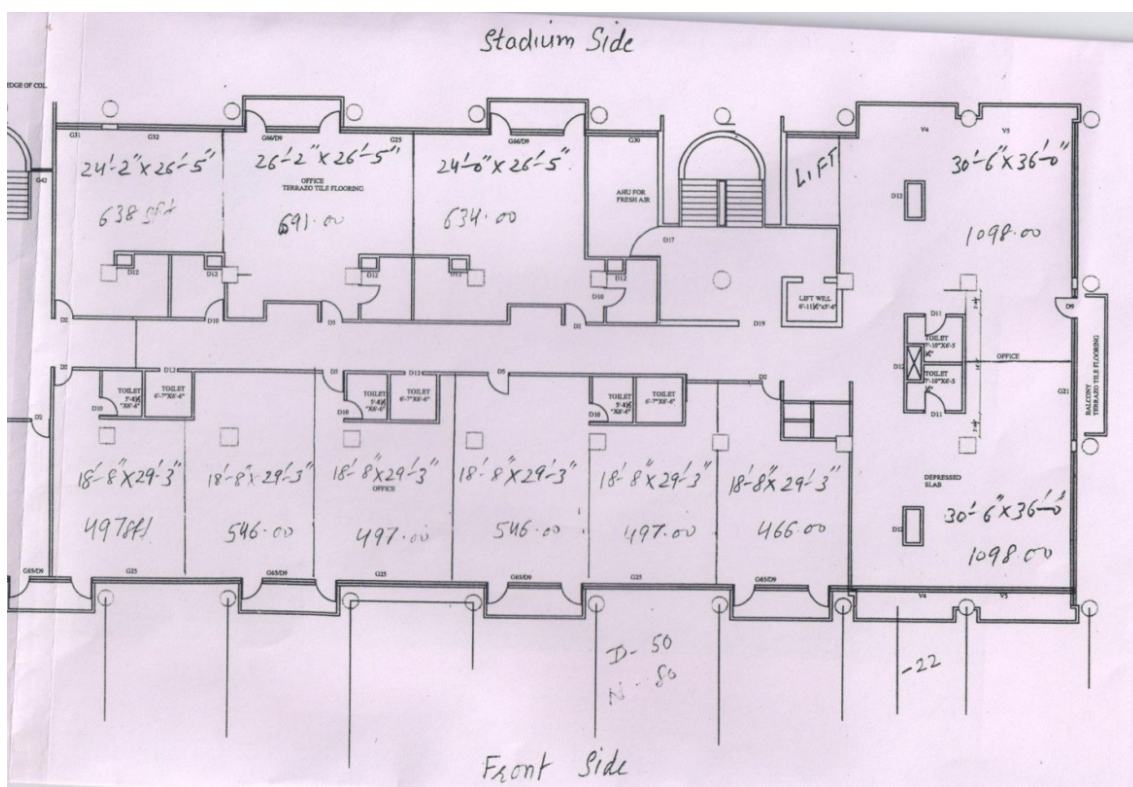
1. Brief Description about office Space/ bays

The Terms and conditions hereinafter regulate the allotment of space/Bays area measuring 7263 Sq Ft. (approx.) for setting up the offices at office space/ bays at 1st floor of Hotel Shivalikview.

Map/ Layout Plan (Tentative) is as under

STADIUM SIDE

Bay – IX 638 Sq ft		Bay – X 691 Sq ft		Bay – XI 689 Sq ft		Lift Areas		Bay – I 1098 sq ft	
Common Passage									
Bay – VIII 497		Bay – VII 546		Bay – VI 497		Bay – V 546		Bay – IV 497	
						Bay – III 466		Bay – II 1098 sqft	



The above layout plan/ area are tentative and subject to further change. Interested parties are advised to visit site before applying the tender.

The Bays/ Space available comprises of 11 Bays totaling around 7262 sq ft.

Sr. No.	Bay Label	Size (in sq ft)
1	Bay – I	1098
2	Bay – II	1098
3	Bay – III	466
4	Bay – IV	497
5	Bay – V	546
6	Bay – VI	497
7	Bay – VII	546
8	Bay – VIII	497
9	Bay – IX	638
10	Bay – X	691
11	Bay – XI	689
	TOTAL (approx)	7263

2. **Allotment will be made for single Bay, more than one bay or combination of all.**

The Bays/ office space will be allotted depending upon e-bid received in this regard, either for single Bay, more than one bay or combination of all. After technical evaluation, financial bids will be opened, and the bidder who has quoted highest bid for particular bay will be awarded the Contract, however, the preference will be given to those who have submitted e-bids for more than one bays/ space.

3. Office Space/ Bays “as is where is basis”

Bays/ Space are being offered on “as is where is basis”. Therefore the bidder are required to visit the site in advance and ascertain the shape, size of Bay and other infrastructure in each Bay/ Space before applying in the tender.

For more details, please contact Sh. Bikram Singh Virk, Deputy General Manager, Hotel Shivalikview, Sector-17, Chandigarh at 98883-62255.

For Office space/ bays as mentioned in table at Clause 2 above, from Bay-I to Bay-VIII (measuring 5244 sq ft approx) no renovation will be undertaken by CITCO (Licensee), as the basis renovation has already been done. These will be give on as is where is basis and the successful bidder/ licensee may carry necessary renovation/ alterations/ modifications in the said Bays at its own cost and expense for which some time period (as detailed below) will be given.

For Office space/ bays as mentioned in table at Clause 2 above, from Bay-IX to Bay XI (measuring 2018 sq ft approx), renovation is required. For this purpose, CITCO (Licensee) will do only the following renovations in Bay-IX to Bay XI (measuring 2018 sq ft approx) at its own cost, after successful allotment of contract:-

- a. Gyp Board False ceiling in the hall to provide even surface and lighting.
- b. PVC vinyl flooring to give a neat and clean look.
- c. Dismantling of partitions to make it one big hall.
- d. Provide new tiles in the toilets and make them workable.
- e. Painting and Polishing of the walls/ ceiling and wooden joinery.
- f. Repair the Damage portion of the false ceiling in the corridor.

Note: - However, before undertaking any renovation by the CITCO, the successful bidder / licensee will have to deposit of three (3) post dated cheques (PDC's) equivalent to license fee along with security amount. Thereafter, the above renovations will be undertaken. It is further clarified that any other renovation/ modification (other than Point a. to f. above) will be undertaken by the Licensee at its own cost and expense, subject to structural stability/ safety etc, as detailed below.

Therefore, the bidder is required to visit the site in advance and ascertain the shape, size of space hall Area and other infrastructure Space before applying in the tender.

4. The Space/Hall areas have no partitions and the space will be allotted on “as is where is basis”. Therefore, the successful Licensee will have to build/ construct common wall/ partitions, interiors and other related infrastructure at its own expenses, as per the requirements without altering/damaging the original structure of the Hotel, making it altogether separate Bay/ Space. In this regard, the Licensee will have to give prior intimation to GM/ DGM (Shivalikview) for creating/ building partitions, interiors in the allotted Bay/ Space.

For Bay-I to Bay-VIII (measuring 5244 sq ft approx)

The Licensee will be given 30 days for renovation/ internal changes, at its own cost /expense from the date of possession/ deemed possession. Therefore, the possession of the allotted space/ area will have to be taken by the licensee within 10 days from the date of issue of allotment letter. On the expiry of 10th day, it is presumed that the possession has been taken by the Licensee (deemed possession) without any intimation and further timelines/ period will be started.

The said period of 30 days may be further extended for another period of 30 days at the discretion of MD, CITCO, if there are genuine reasons for the same.

Thus, the monthly license fees will be levied/ recoverable immediately after the expiry of period of 30 days or 60 days (as the case may be) of possession/ deemed possession or from the start of operations, whichever is earlier.

For Bay-IX to Bay XI (measuring 2018 sq ft approx)

The Licensee will be given 30 days for renovation/ internal changes, at its own cost /expense from the date of possession/ deemed possession. Therefore, the possession of the allotted space/ area will have to be taken by the licensee within 10 days from the date of completion of activities as per Clause 4 above by CITCO. On the expiry of 10th day, it is presumed that the possession has been taken by the Licensee (deemed possession) without any intimation and further timelines/ period will be started.

The said period of 30 days may be further extended for another period of 30 days at the discretion of MD, CITCO, if there are genuine reasons for the same.

Thus, the monthly license fees will be levied/ recoverable immediately after the expiry of period of 30 days or 60 days (as the case may be) of possession/ deemed possession or from the start of operations, whichever is earlier.

5. These Bays/space are raw space and the successful licensee at its own cost will have to build common wall and related infrastructure as per the requirement without altering/damaging the original structure of the Hotel, making it altogether separate way / space.
6. The Licensee will have to install its own Air-conditioning system as per the requirement. For the purpose, a separate electricity sub meter for the space/Hall area allotted will be installed. The Licensee shall be responsible to pay his share of electricity charges to the Corporation at the rates as may be applicable from time to time.
7. **Parking** : - Free Parking space will be given as per details given below: -

Sr. No.	Bay Label	Size (in sq ft)	Cars	Two Wheelers
1	Bay – I	1098	3	6
2	Bay – II	1098	3	6
3	Bay – III	466	1	2

Sr. No.	Bay Label	Size (in sq ft)	Cars	Two Wheelers
4	Bay – IV	497	1	2
5	Bay – V	546	1	2
6	Bay – VI	497	1	2
7	Bay – VII	546	1	2
8	Bay – VIII	497	1	2
9.	Bay – IX	638	2	4
10.	Bay – X	691	2	4
11.	Bay – XI	689	2	4

8. The Licensee will have to undertake necessary housekeeping/ cleaning of allotted space at its own cost and expense.

TERMS AND CONDITIONS:-

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.
10. Conditional / telegraphic tender / tender received through fax, tenders without earnest money and submitted not on the prescribed form shall not be entertained.
11. 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, if any on the said portal and submit in his bid accordingly.
12. Tender should only be signed by the authorized signatory along with the seal of the firm. Correction/ overwriting, if any, should be authenticated under the signature of the tenderer. The Corporation reserves the right to license out the space to one or multiple parties.
13. The prospective bidder for the allotment of the space will be required to deposit earnest money (EMD) of Rs.25,000/- each bay in the form of Bank Draft drawn in favour of "CITCO" in any scheduled Bank at Chandigarh.

Original Pay Order/Demand Draft should be physically submitted by the tenderer before last date of online submission of bids to the office of Manager (Industrial Wing), 4th Floor, Head Office, CITCO. 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. The earnest money shall, however, stand forfeited in case the bidder fails to deposit security or not making the space commercially operative within the prescribed time period or withdraws his offer after opening of the bid but prior to the final allotment of the space.

14. 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 Tenderer may have.
15. The validity of tender shall be for 120 days from the date of receipt. The Corporation will not entertain any request for the decrease of agreed license fee on account of any reason, whatsoever, during the period of contract.
16. The space/premises/ Bays 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.
17. The initial License period shall be for a period of 5 (five) years which may be extendable for another 3 (three) years, at the sole discretion of CITCO, considering performance and compliance of terms and condition of the tender document/ License etc.
18. In case on expiry of initial period of 5 (five) years, the licensee is interested and willing for the above mentioned extensions of 3 (three) years, then the licensee would be required to approach the Corporation 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 ahead for fresh allotments.
19. The Licensee will have to deposit interest free security equal to 6 (six) months determined license fee, less the earnest money (EMD) within 15 days from the date of allotment of letter. Failure to deposit the interest free security within 15 days from the date of allotment of space, the amount of EMD deposited as earnest money by Licensee shall stand forfeited.
20. The licensee will have to deposit 3 (three) post dated cheques (PDC's) equivalent to license fee as security with the Corporation after successful allotment of the premises within a period 15 days after the allotment. In case of bouncing of cheque for any reasons, a sum of Rs.2,000/- for each cheque bounced shall be charged by the Licensor from the Licensee as penalty besides penal interest @ 18% as indicated hereinbefore. 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.

21. The "License Fee" shall increase by 5% annually of the immediately preceding monthly license fee/ Increased Licensee 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 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.
22. The Licensee shall pay to the Corporation towards agreed monthly license fee plus GST 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.
23. 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) months 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) months' notice in writing to the licensor.
24. The licensee will have to provide a separate electricity sub meter for the space allotted to him and shall be responsible to pay his share of electricity charges to the concerned authority at the rates as may be applicable from time to time. In case, the licensee fails to pay the said charges/ other dues, 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.
25. 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 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.
26. The licensor shall not be liable to pay any compensation or damages to the licensee on account of breakdown, water supply electricity, telephone and any other service beyond the control of the licensor.
27. The licensee will be liable to pay all such fees, taxes etc. in respect of the space the Government may levy from time to time under any law.
28. On surrendering the space by the licensee, the licensee shall clear 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 shall be refunded to the licensee after adjusting the amount, if any, due from the licensee.
29. The Licensee will be entitled to use the space for offices purpose only 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 space for residential purpose or for the sale of any foodstuff. Any change in utilizing the space shall be made only with the prior permission in writing of the Licensor.

30. 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.
31. The Licensee will not store any empty packing cases or baskets or any goods or any other material on any projection or the building or on the open area in front of the said space. Licensee will not make any addition or alteration on any part of the space without the prior permission in writing of the licensor.
32. 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 his officers and servants duly authorized by him in this behalf.
33. The Licensee shall manage, operate and conduct the office in the space 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.
34. 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.
35. The Licensee shall not alter the original colour of the outside the space or 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. In order to maintain uniformity in putting the signage on the front elevation of the space, the head of the unit concerned shall approve size, design, colour etc. where the space is located.
36. 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 wherein the said space is located. The Licensee shall furnish their photograph and that of their employee(s) alongwith their addresses and other relevant details to the entire satisfaction of the head of the units concerned.
37. 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.

38. In the event of any damage being caused to said space or any property of the licensor by the licensee or his 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 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.
39. The Licensee shall not sublet, assign or part with possession of the said space or any part thereof.
40. The Licensor shall have full rights, power and authority at all times to do through his 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.
41. The Licensee will not install and operate any public address system or any other media in the space allotted to him, which may cause disturbance in area wherein the space is located.
42. In case if the successful bidder/ allottee gives notice for surrendering the space/area or for termination of contract/license for any reason (other than those which are beyond the control of the successful bidder/allottee) or had given notice for surrender/termination in the past relating to concerned trade then the said successful bidder/allottee will not participate in the current/same tender for the next 03 (three) financial years including the financial year in which the said notice was given. Meaning thereby that the said successful bidder/allottee will be debarred from participation in the current tender for the next 03 (three) financial years including the financial year in which the said notice was given.
43. In the event of the death of the original licensee, it shall be incumbent upon the legal heirs of the deceased original license to get the will(if any) probated from the court of competent jurisdiction and then apply to the licensor for grant of transfer of license in their favour, which shall be granted only if the legal heirs then undertake to comply with all the terms and conditions given herein.
44. 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, 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 with penal interest @ 18% per annum as specified herein before.

45. 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 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 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.
46. On the expiry of license period or extended period, the Licensee will deliver the vacant possession of the space in its original state i.e. without any damage, if any, shall be recovered from the licensee. Failure to hand over the vacant possession the premises shall be got vacated under the Public Premises (Eviction of Unauthorized Occupants) Act, 1971.
47. The Managing Director of the Corporation may impose additional terms and conditions as may be required in the best interest of the Corporation.
48. 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 in the license agreement, the same shall be referred to the sole arbitration of the Managing Director of Chandigarh Industrial & Tourism Development Corporation Ltd., Chandigarh or any other person appointed by him. The award of the MD, CITCO of the Corporation or his nominee shall be final and binding on the parties to the license. Subject to the arbitration clause, the Courts at Chandigarh shall have the exclusive jurisdiction.

Chief General Manager