



**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](mailto:info@citcochandigarh.com), Website: [www.citcochandigarh.com](http://www.citcochandigarh.com)

**INVITATION FOR EXPRESSION OF INTEREST (EOI)**

CITCO invites sealed Expression of Interest (EOI) from interested parties for licensing out 48 Nos. Transit flats/ Accommodation located in Hotel Parkview (a unit of CITCO), Sector 24, Chandigarh.

EOI is being called to assess the reserve price and related terms and conditions of the tender document. After assessment, E-Tender will be called. Parties may be called for presentation / proposal before the committee.

Draft EOI document can be downloaded from the website [www.citcochandigarh.com](http://www.citcochandigarh.com). In case of any queries, please contact Sh. Vineet Chopra, Deputy General Manager (Hotel Parkview), Sector 24, Chandigarh (Mob no. 81466-22250) or [parkview@citcochandigarh.com](mailto:parkview@citcochandigarh.com) during working hours.

Last date for submission of EOI is **26.10.2022** up to **05:00 p.m.**

M.D, CITCO reserves the right to cancel EOI without assigning any reason.

CHIEF GENERAL MANAGER



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EOI is being called to assess the reserve price and related terms and conditions of the tender document. After assessment, E-Tender will be called. Applicants may be invited for presentation / proposal before the committee.

#### **1. Background: -**

Chandigarh Industrial & Tourism Development Corporation Limited (CITCO) is a premier tourism organization of Chandigarh, involved in promotion of Industrial and Tourism related activities in Chandigarh. CITCO is a commercial organization and is 100% owned and controlled by UT Administration.

- a) CITCO is managing and operating Hotel Parkview at Sector 24, Chandigarh as a low budget tourist Hotel.
- b) Hotel Parkview is a 3 star property consists of 157 Rooms, 2 Nos. Banquet Halls, Conference Hall, Restaurant & Bar.

Within the premises of Hotel Parkview, additional block of building consisting of 48 Nos. of 2 BHK Flats exists bearing No. 1201 to 1248. Each 2 BHK Flat consists of 1 Bedroom, 1 Drawing Room, 1 Kitchen and 1 Bathroom. The said Building has four Floors and each floor has 12 Flats.

- c) There is a requirement of licensing out said entire building consisting of 48 No. Transit flats/ Accommodation.

#### **2. Aims and objectives: -**

- a) To have a quality repair and renovation and to have a good operating licensee.
- b) To assess the commercial viability of the Project.
- c) CITCO will not be binding to the rates quoted by the bidder in the EOI.
- d) The submission of EOI doesn't guarantee the allotment of the contract.

- e) The objective of the EOI is to seek opinion on licensing out these 48 Transit flats/ Accommodation, both in terms of financial and physical realization of the project.

### **3. Purpose of EOI:**

Expression of Interest (EOI) is being called to assess the reserve price and related terms and conditions of the tender document. After assessment, E-Tender will be called.

### **4. Venue & Deadline for submission of the proposal**

The proposal, in its complete form, in all respects as specified in the EOI, must be submitted in sealed envelope mentioning "EOI for Licensing out 48 Nos. Transit flats/ Accommodation located in Hotel Parkview" on the top cover at the following address:

Manager (Industrial Wing), CITCO  
Chandigarh Industrial & Tourism Development Corporation Limited (CITCO)  
Regd. Office: - S.C.O. 121-122, Sector 17-B, Chandigarh (U.T.)

Applicants may be invited for presentation / proposal before the committee.

### **5. Validity of Offer**

The offer for EOI as per this document shall be valid for a period of 6 months initially which may be extended further if required by CITCO.

### **6. Sample Terms & Conditions of tender:**

A sample Terms and Conditions of draft e-tender document is attached as Annexure - A for ready reference please.

### **7. The Condition under which EOI is issued**

The EOI is not an offer and is issued with no commitment. CITCO reserves the right to withdraw invitation for EOI and/or vary any part thereof at any stage.

### **8. Instructions for the bidders**

The Expression of Interest is to be submitted in the manner prescribed below. All information as detailed below is to be submitted in hard copies in separately sealed envelope:

- a) Applicant's Expression of Interest as per Format-1.
- b) Organizational Contact Details as per Format-2.
- c) Experience of the organization as per Format-3.
- d) Financials of the organization as per Format-4.

- e) Financial Bid as per Format-5.
- f) Declaration as per Format-6.
- g) Suggestions/ Proposal on the clauses of the draft terms and conditions of the Tender Document which is attached herewith as Annexure - A

## **9. General Terms and Conditions**

1. Expression of Interest (EOI) is being called for to assess the reserve price and related terms and conditions of the tender document. CITCO will not be bound by the rates quoted by the party. It may also be noted that the submission of the Expression of Interest must not be construed as a guarantee of allotment of contract.
2. CITCO reserves the right to reject any or all proposals submitted in response to this invitation for EOI at any stage without assigning any reasons whatsoever.
3. Interested parties are advised to visit the respective location and survey and assess business potential and submit their budgetary offer after they have studied and understood it.
4. The licensee will be liable to honor all state and Central Govt. rules/norms with reference to issues pertaining to operation of his/her business.
5. The Bidder must not permit or encourage any nuisance which might be potentially dangerous or injurious for the local public.
6. If the bidder indulges in carrying out any unlawful activities, CITCO is at liberty to cancel the agreement and retain the security deposit.
7. Bidders interested in submitting EOI shall have to submit the relevant documents and information along with the Expression of Interest.

Managing Director

**Format-1****APPLICANT'S EXPRESSION OF INTEREST**

To,

The Managing Director  
Chandigarh Industrial & Tourism Development Corporation Limited  
Regd. Office SCO 121-122, Sector – 17B, Chandigarh (U.T)

Sub: Submission of Expression of Interest for licensing out 48 Nos. Transit flats/  
Accommodation located in Hotel Parkview (a unit of CITCO), Sector 24,  
Chandigarh.

Sir/ Madam,

In response to the Invitation for Expressions of Interest (EOI) published on \_\_\_\_\_ for the above purpose, we would like to express interest to carry out the above-proposed task. As instructed, we attach the following documents in sealed envelope:

1. Organizational Details (Format-2)
2. Experience in related fields (Format-3)
3. The financial strength of the organization (Format-4)
4. Financial Bid (Format-5)
5. Declaration (Format-6)
6. Suggestions/ Proposal on the clauses of the draft terms and conditions of the Tender Document which is attached herewith as Annexure - A

Sincerely Yours,  
Signature of the applicant  
[Full name of applicant]  
Stamp.....

Date:

Encl.: As above.

Note: This is to be furnished on the letterhead of the organization.

**Format-2****Organizational Contact Details**

<b>Sr. No.</b>	<b>Organizational Contact Details</b>	<b>Details</b>
1	Name of Organization	
2	Main areas of business	
3	Type of Organization Firm/ Company/ Partnership firm registered under the Indian Companies Act, 1956/ the partnership Act, 1932	
4	Whether the firm has been blacklisted by any Central Govt. / State Govt./PSU/ Govt. Bodies / Autonomous? If yes, details thereof.	
5	Address of registered office with telephone no. & fax	
6	Contact Person with telephone no. & e-mail ID	

Enclose: -

1. Copy of Certificate of Incorporation.
2. Copy of Article of Association in respect of 3 above.
3. Undertaking in respect of 4 above.

Signature of the applicant  
Full name of applicant  
Stamp & Date

**Format-3**  
**Experience in Related Fields**

Overview of the past experience of the Organization related managing / operating Transit flats/ Accommodation or Hotel with atleast 50 rooms.

- Details regarding no. of such contracts / works along with its order/ financial value.
- Details regarding no. of such contracts / works in Govt. / Public Sector / Private Sector
- Any other information.

Signature of the applicant  
Full name of applicant  
Stamp & Date

**Format-4**  
**Financial Strength of the Organization**

<b>Sr. No.</b>	<b>Financial Year</b>	<b>Overall annual Turnover (in Rs. Crores.)</b>
1	2018-19	
2	2019-20	
3	2020-21	
4	2021-22	

Note: Please enclose the auditor's certificate in support of your claim.

Signature of the applicant  
Full name of applicant  
Stamp & Date



**Format-5  
Financial Bid**

To

The Managing Director  
Chandigarh Industrial & Tourism Development Corporation Limited  
Regd. Office SCO 121-122, Sector – 17B, Chandigarh (U.T)

Sub: Submission of Expression of Interest for licensing out 48 Nos. Transit flats/  
Accommodation located in Hotel Parkview (a unit of CITCO), Sector 24,  
Chandigarh.

I/We \_\_\_\_\_ have read all the  
Terms and conditions to subject EOI document and understood the same, and I/We  
hereby agree to abide by the conditions/stipulations mentioned therein.

I/We also hereby agree to abide by the General conditions of contract.

I/We agree to pay the following amount towards license fee. (The amount quoted is  
exclusive of GST and any other charges.)

1. Fixed Rental – Rs. \_\_\_\_\_  
Annual escalation (in %age): \_\_\_\_\_
2. Variable Rental – Rs. \_\_\_\_\_  
Annual escalation (in %age): \_\_\_\_\_
3. Or any combination of Fixed Rental alongwith Variable Rental  
Fixed Rental – Rs. \_\_\_\_\_  
Annual escalation (in %age): \_\_\_\_\_  
  
Variable Rental – Rs. \_\_\_\_\_  
Annual escalation (in %age): \_\_\_\_\_

I / We agree to pay all cess /taxes/assessments and any other charges/levies  
whatever payable or hereafter becomes payable to the CITCO, Government, Municipal  
Corporations and Local Bodies in addition to the accepted License fee.

SIGNATURE OF THE BIDDER:  
NAME of Bidder:  
ADDRESS:  
Phone No:

Date:

**Format-6****Declaration**

I/We \_\_\_\_\_ have physically checked the locations and conditions of the subject area, surroundings, commercial viability of business.

I/We have submitted the offer after careful checking and understanding of proposed work to avoid difficulties or problems later.

I/We hereby confirm and declare that my/our firm/company \_\_\_\_\_ is not blacklisted/delisted or debarred by any Government Company/Govt. Department/CITCO Administration from participating in the tender / EOI / Quotation as on date due to non-performance.

I/We hereby confirm and declare that my/our firm/company has never been put on defaulter list by EPF/ESI/Service Tax/Labor Deptt. etc. I/We hereby confirm and declare that my/our firm/company is /are not involved in any illegal activity and/or has not been charge-sheeted for any criminal activity during the last three years and any pending case against me/us is presently under trial or investigation stage.

Note: The declaration is to be furnished on the letterhead of the organization.

Authorized Person's Signature:  
Name and Designation:  
Date of Signature:

**Annexure - A**  
**Sample Terms and Conditions**

**E-TENDER**

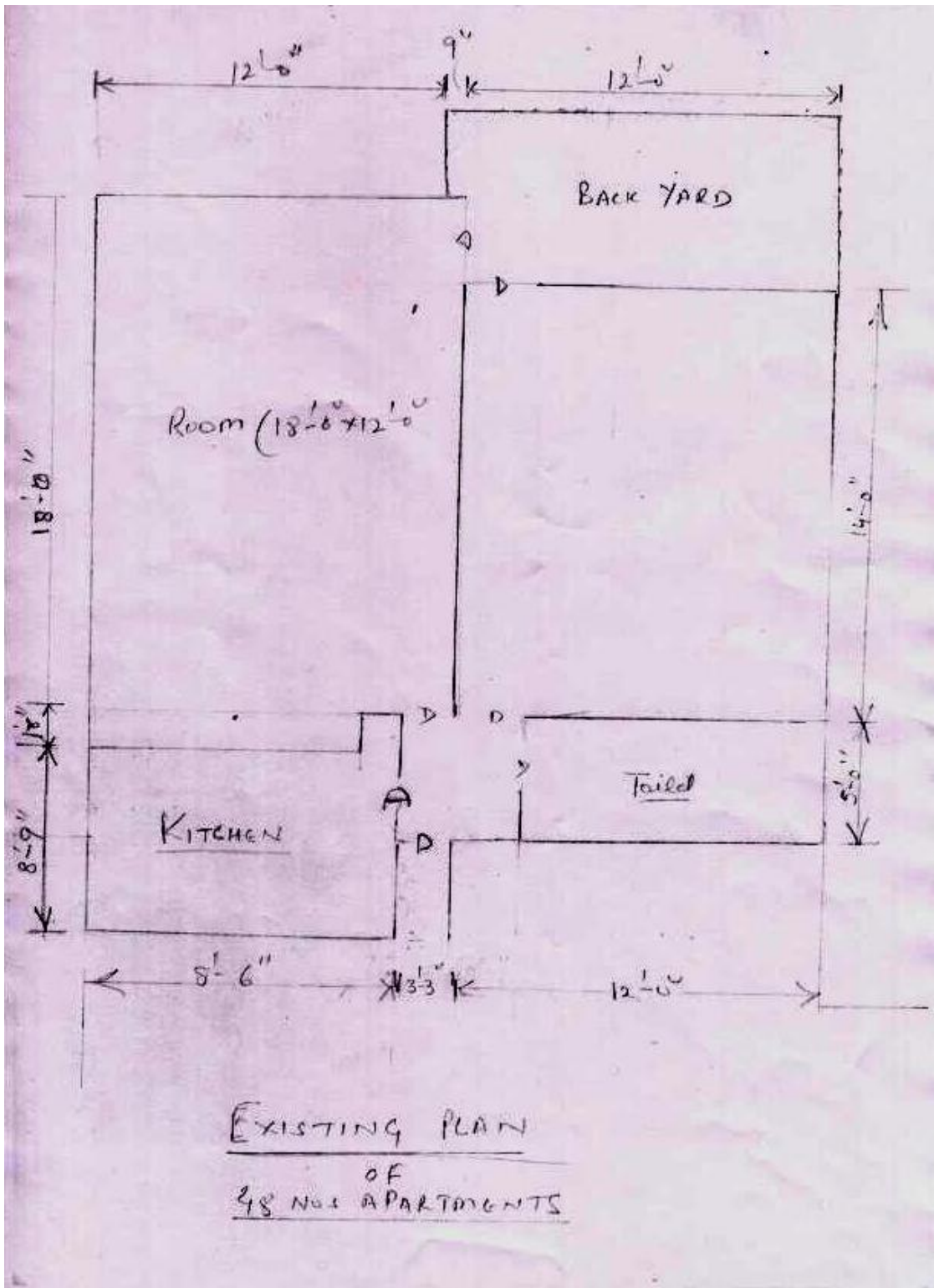
CITCO proposes to license out/ renting of 48 Nos. transit flats (each flat consists of 2 Rooms with Kitchen & Toilet or 1 Room with Toilet based upon requirement) located in Hotel Parkview, Sector 24, Chandigarh on “as is where is basis”.

CITCO is a premier tourism organization of Chandigarh, involved in promotion of Industrial and Tourism related activities in Chandigarh. It is managing and operating Hotel Parkview at Sector 24, Chandigarh as as low budget tourist Hotel. It has 157 Rooms, 2 Nos. Banquet Halls, Conference Hall, Restaurant & Bar.

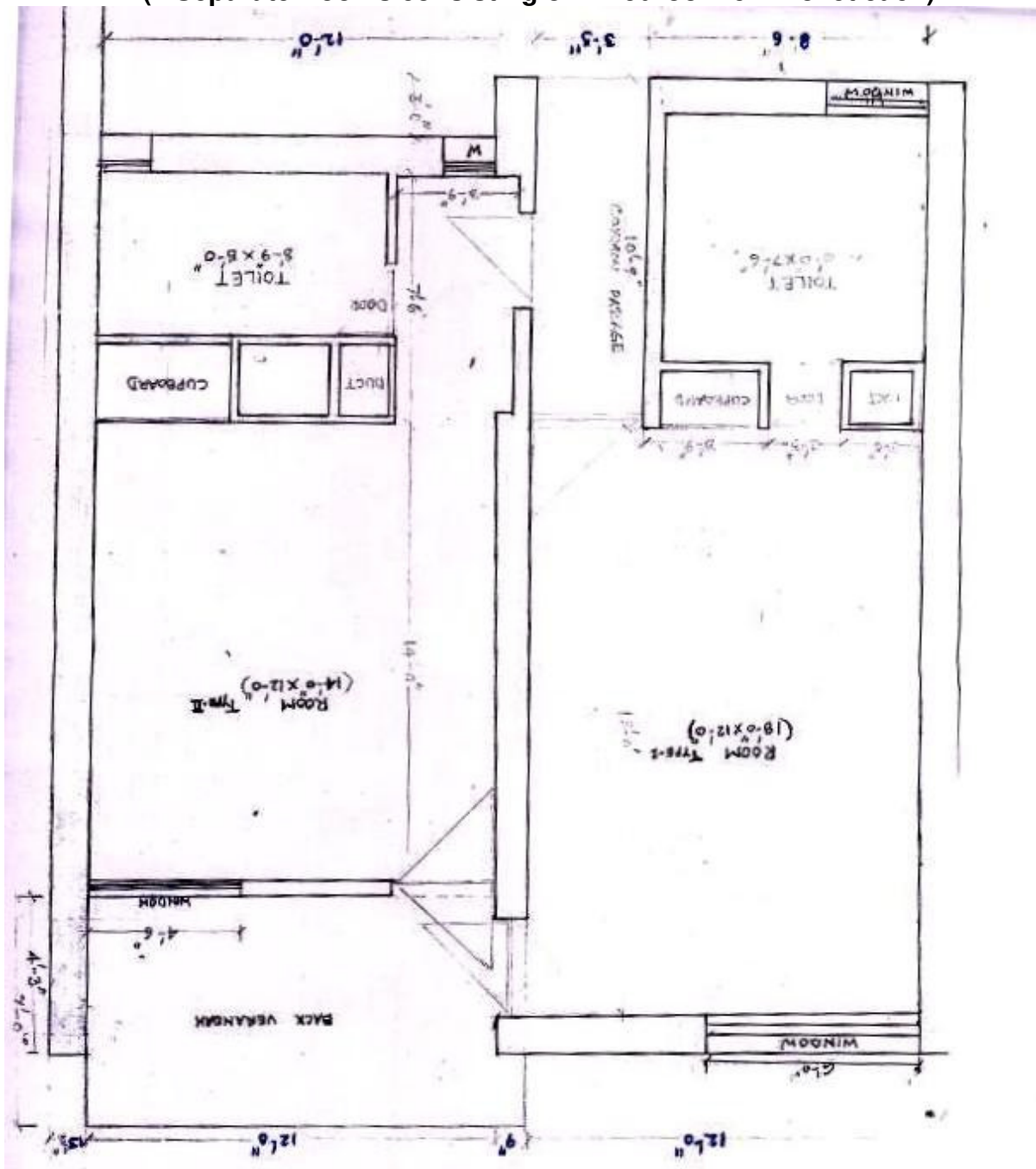
Within the premises of Hotel Parkview, additional block of building consisting of 48 Nos. of 2 BHK Flats exists. Each BHK has 1 Bedroom, 1 Drawing Room, 1 Kitchen and 1 Bathroom. The said Building has four Floors and each floor has 12 Flats.

The layout plan (Tentative) of one Flat is as under: -

**Option – 1 (527 Sq Ft)**  
**(Consisting of 1 Bedroom, 1 Drawing Room, 1 Kitchen and 1 Toilet)**



**Option – 2 (250 Sq Ft)**  
**(2 Separate Rooms consisting of 1 Bedroom & 1 Toilet each)**



Interested parties are advised to visit the site before submitting E-bid and access the proposed area for Flats and related infrastructure located adjoining Hotel Parkview, Sector 24, Chandigarh. In case of any queries, please contact Sh. Vineet Chopra, Deputy General Manager (Hotel Parkview) at Mob no. – 81466 22250.

## Terms and Conditions: -

### 1. Property and Usage : -

Standalone 48 Nos. Transit flats/ Accommodation within the premises of Hotel Parkview (a unit of CITCO), Sector 24, Chandigarh (Bearing No. 1201 to 1248)

Usage of property alongwith common areas of the Built-in premises and adjoining open land is required to be submitted in EOI by the interested party.

### 2. Premises to be given on “as is where is” basis” : -

The property/ premises will be handed over to Licensee on “AS IS WHERE IS CONDITION”. The word “AS IS WHERE IS CONDITION” means that the land & building and premises conditions as do they exists as on date of the tender only. Arresting leakages, all type of maintenance work such as building, sanitary installations, water supply, electrical/ furniture, horticulture operations, sewerage etc, if any will be the responsibility of the Licensee only. Therefore, the interested parties may visit the site first and visualize the physical conditions and necessary infrastructure/ arrangement etc available there.

In case, if interested party/agency is willing to carry out necessary alterations/ additions/ renovations, then the party/agency has to seek necessary approval/ sanction/ permission from Chandigarh Administration, UT, Chandigarh and also NOC from CITCO. Wherever required, CITCO will provide necessary assistance for the said approval/ sanction/ permission to the party/ agency/bidder.

Further all necessary sanctions/ permissions/ no objections/ letters of intent/ consent / licenses/ clearance/ approvals etc. shall be obtained by the Licensee at its cost and expense as per the prevailing laws.

### 3. Approvals/Sanctions: -

The Licensee will be responsible to take all statutory clearance including clearances from Deputy Commissioner (DC) Office, Estate Office, Municipal Corporation, Excise Department, Liquor License, fire, noise pollution etc. with respect to operation and management of said premises and also procure at its own cost various licenses relating to performance and sound display from IPRS, PPL etc. and CITCO is not responsible for getting the said licenses from the concerned departments. The Licensee will submit photocopy of all the said permissions to the Head of Hotel before the event. Further, property related statutory taxes will also be payable by the Licensee Only.

### 4. Tenure: -

The License period shall be valid initially for a period of seven (7) years which may be extendable for a period of another (3) three years at sole discretion of CITCO, considering performance etc

The licensee shall not sublet, assign or part with possession of the said space or any part thereof.

5. Escalation in Monthly License Fee: -

The monthly license fee shall be increased @ 10% annually.

6. Rent/ License Free period: -

The Licensee will be given 6 months for commissioning of the project/space/ premises from the date of possession/ deemed possession. Therefore, the possession of the allotted space/ area will have to be taken by the licensee within 20 days from the date of allotment letter. On the expiry of 20<sup>th</sup> day from the date of allotment letter, it is presumed that the possession has been taken by the Licensee (deemed possession) without any intimation. No further extension will be given beyond a period of 06 months for commissioning of the project/space/ premises.

Thus, the monthly license fees will be levied/ recoverable immediately after the expiry of period of 6 months of possession/ deemed possession or from date of commissioning; whichever is earlier.

7. Lock-in-Period: -

The contract will have a Lock-in period of 1 year from the date of allotment letter. Thus, if Licensee proposes to prematurely terminate the contract within a period of 12 months from the date of allotment letter, then the entire Security Deposit being equal to 6 months of License fees amount will be forfeited.

8. Requirement of setting up of electrical Sub-Station: -

Considering the requirement of setting up of electrical Sub-Station at the said 48 Apartments/ Flats premises as per the norms of Electricity Deptt., U.T. Administration, the Licensee will have to set up Sub-Station at the said 48 Apartments/ Flats premises at its own cost /expense and also seek requisite permission/ approval from the Electricity Deptt., U.T. Administration as may be required in this regard. The sub-station and other related equipments shall become the property of CITCO after the expiry of lease period/termination of the contract.

9. Security Deposit: -

The final bidder/licensee will have to deposit interest free security equal to 6 (six) months agreed license fee, less the earnest money within 30 days from the date of allotment letter.

The said interest free security shall be paid in the form of Cheque or Demand Draft or Unconditional Bank Guarantee in favour of "CITCO" and payable at Chandigarh, within 30 days from the date of allotment letter, failing which it is presumed that final Bidder is not interested in allotment of 48 Apartments/ Flats Premises and the allotment will be treated as deemed cancelled without any prior notice/ show cause notice to the Licensee.

Failure to deposit the interest free security within 30 days from the date of allotment of Space/area, will also lead to the forfeiture of EMD. The earnest money shall also be forfeited in case the bidder withdraws his offer after opening of the bid but prior to the final allotment of the Space/ area.

10. Signage: -

The licensee may install signage in the premises as per Rules, Regulations, Guidelines issued/ notified from time to time by the Chandigarh Administration.

11. Electricity & Water Connections: -

The Licensee will apply for separate Electricity & Water connections with the concerned department of Chandigarh Administration and shall pay Electricity bills/ charges, water bills/ charges etc directly to the Electricity Department or Water Supply Department on regular intervals. Any penalty/ charges to be levied for late payment of charges/ dues shall be borne by the Licensee.

12. Statutory Obligations: -

The Licensee will ensure compliance of all Statutory Acts, Rules, Regulations of Central Govt. or Chandigarh Administration and also ensure/ follow/ comply with all such guidelines, orders, notifications issued by Central Govt. or Chandigarh Administration issued/ notified from time to time pertaining to the premises during the tenure of the contract.

**13. Procedure for termination**

The Licensor will serve show cause notice for any violation of terms and conditions of contract. The Licensor shall consider the reply of the licensee before taking any action as per terms and conditions of the Contract. Thereafter, the licensor reserves the right to terminate the contract of licensee at any time by giving 03 months notice in writing. The Licensee shall also surrender the allotted space by giving 03 months notice.

Further, failure to discharge the contractual obligations by the Licensee will lead to debarring of the firm for future tendering in the Corporation upto three years and the security deposited shall be forfeited in whole.

After the termination of contract or pre-mature termination, as the case may be, the renovation work done for renovation of the Health Club premises at Hotel



Mountview on Design, Built, Operate and Transfer (DBOT) basis will become the property of the Corporation and the licensee will have no objection to it. Further, the ownership rights of permanent fixtures renovated/ upgraded by the licensee shall vest with the licensor without any consideration. The licensee shall, however, be allowed to remove movable items like furniture, health club equipments etc provided installed by them.

14. Eligibility Criteria: -

- i) Individual firms, companies, LLP's all are eligible to participate in the tender.
- ii) Tenderer/ Bidder having minimum five (5) years experience of operating/ running apartments/ Flats or Hotel in any commercial area of repute.

For the purpose, the Bidders will submit documents i.e. either ownership or Rent Deed for operating/ running apartments/ Flats or Hotel in any commercial area of repute. If required, Committee may also inspect the same.

- iii) Turnover should not be less than Rs.5 Crore annually in each year in the immediate preceding last 5 financial years ended 31.03.2022.

For the purpose, please attach Profile and a certificate showing turnover in the last 5 years, duly certified by Practicing Chartered Accountant. Proof of Balance Sheet, Income Tax etc should also be attached additionally.

- iv) Tender should only be signed by the authorized signatory alongwith the name, designation and seal of the Tenderer/ Bidder. The Board Resolution of Tenderer/ Bidder as the case may be, together with a certified copy thereof must be attached alongwith the Tender. Correction/ overwriting, if any, should be authenticated under the signature of the tenderer.

- v) However the following Bidders will not be eligible to participate in the tender process: -

- Bidders who were debarred/ blacklisted by any State Govt./ Local Authority.

For the purpose, the Bidders would be required to submit/attach affidavit/ undertaking containing the below details: -

*That the applicant or any constituent partner in case of LLP or any director in case of company or company itself have not been debarred / blacklisted by any Govt. / Semi Govt. / Board / Corporation/ Private Organization.*

*That there has been no conviction by a Court of Law or indictment/adverse order by a regulatory authority for an offence against the applicant/ partner/ director/company. It is also certified that there is no investigation pending against the applicant/ partner/ director/company. It is also certified that no conflict of interest exists as on date and that if in future such a conflict of interest arises, the applicant will intimate CITCO of the same.”*

It is further certified that the information provided by applicant are true and correct in nature.

**OTHER TERMS AND CONDITIONS: -**

15. In these terms and conditions unless the context otherwise required: -
- i) “Licensor”/“Corporation” means the Chandigarh Industrial & Tourism Development Corporation Ltd., Chandigarh.
  - ii) “Licensee/Party/Agency” means a Tenderer/ bidder to whom the said Space/area is allotted on license basis.
  - iii) “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 Space/area allotted by the licensor.
  - iv) “License” means the allotment letter containing detailed terms and conditions of allotment of the Space/area.
16. Tenders will be invited under online Two Bid tendering process i.e. Technical Bid and Financial Bid separately. After scrutiny of the information received in Technical Bid, clarifications, if any, wherever necessary, will be obtained from the Bidder. After necessary appraisal of the bidder’s experience and technical expertise, technical short-listing will be done.
- In the Financial Bid/ BOQ, the Bidders has to the quote monthly license fee without including tax as the taxes will be extra as applicable. In case, the bidder has submitted the monthly license fee including taxes, then CITCO will neither be responsible for it nor entertain any request for the same. The agency quoting highest monthly License fee will be awarded the Contract.
17. The prospective bidder for the allotment of the Space/area will be required to submit Earnest Money Deposit (EMD) of Rs.10,00,000/- in the form of Bank Draft/ RTGS/NEFT drawn in favour of “CITCO” from any scheduled Bank at Chandigarh alongwith technical bid. Earnest money shall not be accepted through cheque. 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 as mentioned herein.
18. The Space/premises are and shall be deemed to be Public Premises as defined in the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 and any amendment thereof.

**19. Obligations of the Licensor : -**

- i) The Licensor shall not be responsible and 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 CITCO or for arranging any approval/ sanction/ permission from Chandigarh Administration, UT, Chandigarh. It is made clear that the 48 Apartments/ Flats premises will be handed over to Licensee on "as is where is condition" basis.
- ii) The Licensor shall not be responsible for any loss of stocks and any other moveable property/equipments etc. of the licensee on account of theft, fire and natural calamities or due to other reasons beyond the control of the Corporation. The licensee may, therefore, at its discretion get this risk covered through Insurance.
- iii) 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 demarcated area for undertaking the repairs of the premises or for any reason required.
- iv) 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.

**20. Obligations of the Licensee: -**

- i) The Licensee will be entitled to carry out only the authorized trade for which the Space/ area has been allotted.
- ii) The Licensee shall procure requisite permissions/ sanctions/ license under the Food Safety and Standards Act, 2006 as per the prevailing laws/ rules/ regulation etc.
- iii) The licensee shall pay the agreed monthly license fee by 7<sup>th</sup> of every month. No part payment will be accepted under any circumstances. If default takes place in paying the said amount in time, interest @ 18% shall be chargeable from the due date to till the actual date of payment.
- iv) On surrendering the Space/area by the licensee, 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 shall be refunded to the licensee after adjusting the amount, if any, due from the licensee.

- v) The licensee will be liable to pay all such fees, taxes. etc in respect of the Licensed space/premises under this contract as the Government may levy from time to time under any law.
- vi) In the event of any damage or injury being caused to licensor's property by the licensee or his servants or agents or any one upon the said space 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 7 (seven) days after occurrence of the such damage, the Licensor may make good such injury/damage and charge/deduct/adjust the said damage/expense from the Licensee.

Further the licensee shall also indemnify and keep the Licensor and its Directors, Officers, Employees, Agents and Representatives from and against any losses, claims, damages liabilities and expenses whatsoever arising out of or resulting from any legal proceedings, civil suit, defense or any other action initiated or initiated in respect of or relating to this licensing /agreement, if there is default or non-compliance of this licensing/ agreement by the licensee.

- vii) The licensee may install and operate Music/ Public Address System within the premises as per Rules, Regulations, Guidelines issued/ notified from time to time by the Chandigarh Administration.
21. In case on the expiry of period of 7 (Seven) years, the licensee is interested or willing for the above mentioned extension of 3 (three) years, then the party would be required to approach the Head Office of the Corporation at least 3 months in advance prior to the expiry of license period of 7 (Seven) years indicating their willingness for the said extension, failing which it will be assumed that the party is not interested in extension and the Corporation will proceed ahead for fresh allotment.
  22. 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 area in its original state to the licensor, failing, the Corporation shall re-enter the premises and resume the possession and operations of the Unit 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.
  23. On the expiry of settled/agreed period or extended period, the Licensee/agency engaged will deliver the vacant possession of the Space/area in its original state i.e. without any damage, damage if any, shall be recovered. Failure to hand over

the vacant possession the premises shall be got vacated under the Public Premises (Eviction of Unauthorized Occupants) Act, 1971.

**24. Resolution of Disputes**

In the event of any question, dispute, or difference arising out of the agreement or in any manner touching this agreement and the resolution of which is not expressly provided in this agreement, the same shall be referred to an Arbitrator i.e the M.D, CITCO or any person appointed by him/her as per Arbitration and Conciliation Act 1996 and the parties agreed to abide by the decision of the Arbitrator.

25. The Managing Director, CITCO may impose additional terms and conditions as may be required in the best interest of the Corporation in consultation with the Licensee.
26. Failure to ensure compliance with any terms and conditions shall not constitute waiver of any such terms & conditions of this license.
27. Subject to the arbitration clause, the Courts at Chandigarh shall have the exclusive jurisdiction.

Managing Director