



**Chandigarh Industrial & Tourism Development Corporation Limited**

**CIN: U45202CH1974SGC003415**

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

Phone no. 0172 - 4647925 & 4647931

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

**E-TENDER**

CITCO invites E-Tender for allotment of shop no 4 (measuring 234 sq. ft. approx) at Ground Floor of Hotel Shivalikview, Sector 17, Chandigarh on License basis and on “As is where is basis”.

Detailed tender document is available on Chandigarh Administration website <http://etenders.chd.nic.in> for online participation. A pre-bid meeting will be held on **18.05.2023** at **11:00 AM** at CITCO’s Head Office to clarify any concerns of bidders.

Last date of submission of bid is **05.06.2023** upto **05:00 P.M.**

CHIEF GENERAL MANAGER



**Chandigarh Industrial & Tourism Development Corporation Limited**

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**E-TENDER**

CITCO invites e-tender for allotment of shop no 4 (measuring 234 sq. ft. approx) at Ground Floor of Hotel Shivalikview (a unit of CITCO), Sector 17, Chandigarh for a period of 3 years for any permissible trade/ activity on “As is where is basis”.

Interested parties are advised to visit the site/ premises before submitting e-bid and assess the proposed area of shop no 4 and related infrastructure available there.

For more detail, please contact Sh. Sandeep Kapoor, General Manager (Hotel Shivalikview), Sector 17, Chandigarh at Mob no. 81466-22288. A pre-bid meeting will be held on 18.05.2023 at 11:00 AM at CITCO’s Head Office to clarify any concerns of bidders.

The said shop can be used for any one of the following trades: -

1. Fashions wear items (in the field of Apparel)
2. Florist & allied Items.
3. Gift & allied items (including Book Shop)
4. Lifestyle items other than Apparel and including Jewellery
5. Designer Watches
6. Palmist/ Astrologer
7. Garments (Branded)
8. Office Use (for backend operations not for Client Dealing)
9. For start-up company
10. For MNC or Franchisee of MNC
11. Khadi Store
12. Handloom Store
13. IT based company
14. Handi Craft
15. Bakery
16. Home Furnishing Store

If any of the above said trade or activity is already licensed out to any agency or company in hotel, the same trade or activity cannot be given to any other

bidder, and will be summarily rejected. The bidder may therefore visit the Hotel premises and check for the existing trades of allotted shops before bidding.

### **MINIMUM RESERVE LICENSEE FEE**

The Reserve Licensee fee is **Rs.45,000/-** per month + GST (as applicable). Bids below the minimum reserve License Fee shall not be accepted. The bidder has to quote the monthly license fee to be paid to the Corporation (without GST), over and above the minimum reserve monthly license fee. Annual escalation in monthly licensee fee is 5% per annum.

### **TERMS & CONDITIONS: -**

1. 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, 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.

Financial Bids of only those agencies will be opened whose trade as mentioned in the Technical Bid is found to be in order and is not prejudicial or detrimental to the financial/ operational interest of Hotel. The said decision shall be binding in all respects on the tenderers.

2. 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.
3. The e-bid must be accompanied by the scanned copy of Pay Order/Demand Draft of an earnest money of Rs.25,000/- (Rupees Twenty Five Thousand only) of any scheduled bank drawn in favour of "CITCO" in any scheduled Bank at Chandigarh.

Original Pay Order/ Demand Draft should be physically submitted by the tenderer to office of Manager (Industrial Wing), Head Office, CITCO (4<sup>th</sup> Floor) at S.C.O. 121-122, Sector 17-B, Madhya Marg, Chandigarh. 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 deposit. The earnest money shall. However, stand forfeited in case the bidder failed to deposit security within the stipulated period or withdraws his offer after opening of the bid but prior to the final allotment of the shop.

4. 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 license fee on account of any reason, whatsoever, during the period of contract.

**OTHER TERMS AND CONDITIONS: -**

5. 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 shop 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 shop allotted by the licensor.
  - iv) "License" means, the allotment letter containing detailed terms and conditions of allotment of the shop.
  
6. The Licensee is given fifteen (15) 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 be taken by the licensee within 10 days from the date of allotment letter. On the expiry of 10<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 and further timelines/ period will be started.

The said period of 15 days may be further extended for another period of 15 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 15 days or 30 days (as the case may be) of possession/ deemed possession whichever is earlier.

It is further clarified that the Licensee will not alter the outside façade/ front elevation nor erect sub screens, curtains or blinds on the exterior.

However alteration/ additions inside the space/area shall be made by the licensee after obtaining prior written approval of licensor.

7. The allotment shall normally be made to any individual/ firm/ Company who is technically evaluated to meet criteria for selection & quoting highest bid for the monthly license fee unless the Managing Director is of the opinion that allotment of any shop to the bidder quoting highest monthly License fee may not be in the interest of the Corporation.
8. The bidder should have to procure requisite permission/ approval/ sanction (if any) required for carrying out the permissible trade/ activity at the allotted shop.
9. 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.
10. The shop/premises are and shall be deemed to be “public premises” as defined in the Public Premises (Eviction of Unauthorized Occupants) Act now in force and the said Act or any other Act touching the subject that may hereinafter come into force and the rules framed there under.
11. The License period shall be for a period of three (3) years.
12. The licensee will have to deposit interest free security equal to 6 (six) months determined license fee, less the earnest money of Rs.25,000/- 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 of shop, the amount of Rs.25,000/- deposited as earnest money by Licensee may be forfeited.
13. The license fee shall increase by 5% annually of the immediately preceding monthly license fee. In case, the licensee fails to pay the license fee/increased license fee, as the case may be, by the due date, he shall without prejudice to the other rights and remedies of the license, be liable to pay penal interest @ 18% per annum on the outstanding dues.
14. The Licensee shall pay to the Corporation towards agreed monthly license fee plus GST by 3<sup>rd</sup> 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.
15. The licensor reserves the rights to terminate the license of the licensee at any time after handing over the possession of the said shop by expressly serving upon the licensee 3 (three) month's notice to that

effect and the licensee shall be liable to hand over the vacant possession of the said shop by the date as stipulated in the notice. The licensee can similarly also surrender the shop allotted to him during the license period by giving 3 (three) month's notice in writing to the licensor

16. The licensee will have to provide a separate electricity sub meter for the shop 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.
17. 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 shop on the termination of license or resumption of the said shop. 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.
18. The licensor shall make available in the shop telephone facility of one extension through EPBAX system of the concerned Hotel. The telephone charges shall be payable by the Licensee/ Agency on the basis of metered calls at the rate as may be applicable in the concerned Hotel and from time to time. The Licensee may, however, at his discretion have his own independent telephone connection from the Telephone Department at his cost.
19. 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. The premises will be allotted to the Licensee on "as is where is basis ".
20. The licensee will be liable to pay all such fees, taxes. etc. in respect of the shop as the Government may levy from time to time under any law.
21. On surrendering the shop 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.
22. The Licensee will be entitled to carry out the authorized trade only for which the shop 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 shop 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.

23. As the space in the Hotel is located in a centrally air conditioned area, the licensee of the space will pay a sum of Rs.1000/- per month + GST for it. The A.C. Charges shall be increased by 10% annually. This will be over and above the monthly license fee as determined from time to time. The facilities of public lavatories shall be available to the licensee on the ground floor in hotel.
24. 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.
25. 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 shop in front of the same. Licensee will not make any addition or alteration on any part of the shop without the prior permission in writing of the licensor.
26. The Licensee will at all times keep and maintain the said shop in a proper state of cleanliness to the satisfaction of the licensor or his officers and servants duly authorized by him in this behalf.
27. The Licensee shall manage, operate and conduct the authorized trade in the shop 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 shop to be used for any form of unlawful activities.
28. The Licensee shall be required to adopt fair business practices and charge the customers reasonable price. In the event of a complaint that prices charged are exorbitant, the Licensor shall be entitled to seek such information from the Licensee to satisfy itself that the prices charged are not exorbitant. The Licensee shall furnish all the required information to the Licensor immediately on receiving a communication to that effect from the Licensor.
29. The Licensee shall not make any alterations or additions to the said shop without written approval of the Licensor or remove there from any of the Licensor's fixtures or fittings therein.
30. The Licensee shall not alter the original colour of the outside the shop 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 shops, the head of the unit concerned shall approve size, design, colour etc. where the shop is located.

31. The Licensee shall not employ for work or otherwise allow any person at the said shop 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 shop 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 concerned Hotel.
32. 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 shop is located.
33. In the event of any damage being caused to said shop or any property of the licensor by the licensee or his servants or agents or any one upon the said shop 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.
34. The Licensee shall not sublet, assign or part with possession of the said shop or any part thereof.
35. 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 shop for undertaking the repairs of the premises.
36. 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.
37. The Licensor may through his officers and servants, 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 conditions of the license, ordinarily, 24 hours' notice will be deemed to be a reasonable notice.



38. 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.
39. The Licensee before taking over the possession of the space shall furnish such number of post dated cheques equivalent 12th months license fee in advance to the D.G.M.(HSV) every year on year to year basis 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.
40. In the event of non-payment of the License fee or non-use of such space/buildup area by the due or extended date not exceeding 60 days or breach or non-observance by the party of any of the conditions of the licensing, it shall be lawful for the Corporation, 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 its former estate and the party will not be entitled to any compensation, what so ever on account of such resumption.

Provided that on sufficient cause being shown, the Corporation may for reasons to be recorded in writing instead of terminating the license on the ground of default in payment of license fee allow payment to be made alongwith penal interest @ 18% per annum. All the outstanding dues including principle, interest, etc to be paid by the Licensee, will be adjusted from the security deposit and balance will be recovered from the Licensee as arrears of Land revenue.

41. Failure to discharge the contractual obligations/ terms and conditions by the tenderer/licensee, may lead to debarring of the firm/ tenderer for future tendering into Corporation upto three (3) years and the security deposited shall be forfeited.
42. In case, if the successful bidder/allottee fails to deposit the interest free security within the stipulated period, the allotment of space will be cancelled and earnest money deposited by him shall stand forfeited.
43. 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 shop in its original state to the licensor, failing which the shop 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.
44. On the expiry of license period or extended period, the Licensee will deliver the vacant possession of the shop 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.
45. The Managing Director of the Corporation may impose additional terms and conditions as may be required in the best interest of the Corporation.
46. 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 Sole Arbitrator, mutually agreed by both the parties. The proceedings shall be conducted as per the Arbitration and Conciliation Act, 1996. The award of the Arbitrator shall be final and binding on the parties. Subject to the arbitration clause, the Courts at Chandigarh shall have the exclusive jurisdiction.

**MANAGING DIRECTOR**

Sr. No.	Description	To be filled in by the Bidder
1.	Name & Address of the Bidder	
2.	Earnest Money deposit detail like (DD No. Date and Amount)	
3.	Telephone No., Fax No. Email ID, Mobile No.	
4.	Legal status of the applicant i.e. whether Individual/ Firm/ Partnership/ Company (attach copies of document defining the legal status).	
5.	GST No/ PAN Card No (Attach copies).	
6.	Proposed trade / Activity to be carried out (Brief Description thereof).	
7.	Any other information considered necessary.	

**Note: - Please upload the scanned copy/ copies of above said information online as a technical bid.**

## PROCEDURE FOR E-TENDERING

1. The Bids shall be received electronically only through the website **<https://etenders.chd.nic.in/nicgep/app>**
2. Bid Document can be downloaded from the website of Chandigarh Administration **<https://etenders.chd.nic.in/nicgep/app>**
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 <https://etenders.chd.nic.in/nicgep/app> 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 <https://etenders.chd.nic.in/nicgep/app>. 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(4<sup>th</sup> 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 (4<sup>th</sup> 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, 5<sup>th</sup> floor, Sector 9, Chandigarh or email at [etender@chd.nic.in](mailto:etender@chd.nic.in), Phone No 0172-2740641. 0172-2740003.