



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

Regd Office: SCO – 121-122, Sector 17-B, Chandigarh – 160017  
Phone No. 0172 - 4647931

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

**E-TENDER NOTICE**

CITCO invites e-Tender for allotment of space for setting up/ operations of Basic telephony Services i.e Mobile Tower at the Roof Top of Hotel Parkview, Sector-24, Chandigarh on “as is where is basis”.

Detailed e-tender document is available on <http://etenders.chd.nic.in> for online participation. A pre-bid meeting will be held on 05.08.2024 at 11.00 A.M. at CITCO’s Regd. Office to clarify any concerns of bidders. Last date of submission of online e-bid is 27.08.2024 upto 05.00 P.M.

Chief General Manager



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**E-TENDER**

CITCO invites e-Tender for allotment of space (800 Sq. Ft. approx) for setting up/ operations of Basic telephony Services i.e Mobile Tower at the Roof Top of Hotel Parkview, Sector-24, Chandigarh on “as is where is basis”

Interested parties are advised to visit site before applying the e-tender. For more detail, please contact Sh. Vineet Chopra, Deputy General Manager, Hotel Parkview, CITCO at Mobile No. 8146622250.

**Pre-bid meeting**

A pre-bid meeting will be held on 05.08.2024 at 11.00 A.M. at CITCO's Regd office at SCO 121-122, Sector – 17B, Chandigarh (U.T) to clarify any concerns of bidders regarding the tender document.

**Eligibility Criteria**

The Bidder should be in the business of setting up/ operations of Basic telephony Services i.e setting up/ operations of Mobile Towers in India.

**Minimum Reserve License Fee**

The minimum reserve License fee is Rs.80,000 /- per month. GST/ taxes will be extra as applicable. Bids below the minimum reserve License Fee shall not be accepted.

**TERMS & CONDITIONS: -**

1. E-Tenders are invited online under 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 have to 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 bidders will be opened who qualifies the technical bid criteria. The said decision shall be binding in all respects on the tenderers. The bidder quoting highest monthly License fee over and above the minimum reserve license fee will be awarded the Contract.

2. The e-bid must be accompanied by the scanned copy of Pay Order/Demand Draft of an earnest money of Rs.4,00,000/- 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 on or before the last date i.e. 27.08.2024. 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 financial bid.

After the opening of financial bid, if the highest (H1) bidder backs out, then: -

- EMD of the said bidder will be forfeited and the said bidder will be debarred by the Corporation for a period of three years, and
- The highest (H2) bidder may be given the chance to take the tender at the rate of (H1) bidder.

Further, if more than one bidder quotes the same highest monthly License fee, then Managing Director, CITCO reserves the right to allot the bid by calling the physical bids from such bidders. If again more than one bidder quotes the same highest monthly License fee in the physical bids, then the tender shall be allotted by draw of lots.

3. 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.
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, if any on the said portal and submit in his bid accordingly.

**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 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.
  
6. For setting up/ erection/ operations of Mobile Tower: -
  - a) The Licensee will occupy only the allotted area (800 Sq. Ft. approx) for setting up/ operations of Mobile Tower. Further, the licensee will take all necessary /requisite approval/ permission for installation and operations of Mobile Tower before the issue of allotment. The Licensee shall have the right to erect and install equipment and tower in the said space on the rooftop within the limits of by-laws and regulations as applicable from time to time.
  - b) The Licensee shall obtain permission of the Chandigarh Administration for using the site as site for mobile installation as per existing rules/ regulations/ procedures.
  - c) The licensee shall ensure compliance of the provisions of Chandigarh Right of Way Policy for telecom infrastructure (Amendment), 2023 or any further amendment thereof.
  - d) The Licensee shall be entitled to keep its own DG SET of 15 KVA for electricity backup on the rooftop of the premises as it does not create any noise pollution which effects the business of licensor and the licensor shall not have any objection. In case, the licensee makes an application for electric load in his name in the demised premises, the expenses for the installation of electric meter and electricity charges shall be borne by the licensee.
  - e) The licensee shall also be entitled to make appropriate earthing pit (s) for providing earthing, and also to connect the said pit (s) to equipment, tower

and D.G. Set in such manner as is necessary and appropriate for the purpose of providing earthing to the equipment, tower and D.G. Set.

- f) The licensee for the purpose of erecting and installing the aforesaid equipment of tower and D.G. set be entitled to lay cement/concrete, iron platforms with or without BCC beams/columns in the room or any part thereof and/or carryout the erection and installation by any other means necessary for the said purpose subject to the condition that the same is permissible as per rules, by laws applicable and doesn't it any way prejudicially affect the structure of the building of the licensor & its business.
- g) The Licensor shall execute a "No objection Certificate" or such other documents as may be required by the Licensee to apply for, obtain and install the power supply/connection. The Licensor shall for the aforesaid purpose allow the employer/workers of Electricity Board or any other agency to carry out the work of installation of electric meters or any other necessary equipment at such place which are technically necessary. The License shall have the right to install necessary cables and wires and equipment for the purpose of transmitting the above power supply from meters to its equipment, tower and DG set etc. and the Licensee shall be solely responsible for ensuring of the compliance of relevant rules.

- 7. The License period shall be for a period of fifteen (15) years only.
- 8. After every three years of license period, the amount of license fee shall stand increased by 10%. In case, the licensee fails to pay the license fee/increased license fee, as the case may be, by the due date i.e 7<sup>th</sup> of every month, 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.
- 9. The Licensee will be given 30 days for setting up of Mobile Tower from the date of possession/ deemed possession. Therefore, the possession of the allotted space/ area will have to be taken by the licensee within 15 days from the date of allotment letter. On the expiry of 15<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.

Thus, the monthly license fees will be levied/ recoverable immediately after the expiry of period of 30 days of possession/ deemed possession or from date of operations, whichever is earlier.

It is further submitted that the licensee is required to deposit interest free security equal to 6 months determined license fee within 15 days from the date of allotment and before taking over of the physical possession of premises.

10. The space/premises are and shall be deemed to be "public premises" as defined in the Public Premises (Eviction of Unauthorized Occupants) Act or any amendment thereof.
11. The licensee is required to deposit interest free security equal to 6 months determined license fee within 15 days from the date of allotment and before taking over of the physical possession of premises. Failure to deposit the interest free security within 15 days, the amount of earnest money deposited by Licensee shall stand forfeited.
12. The Licensee shall be entitled to make appropriate renovation if required in the said space for which the Licensor shall "have no objection without disturbing the plan and basic structure of the Hotel as permitted by law.
13. The Licensee shall pay to the Corporation towards agreed monthly license fee plus GST by 7th of every month/each 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, if any etc.
14. The Licensee shall have the right to post such number of security guard (s) permitted with prior approval of the licensor at the terrace/Licensed premises twenty four hours a day for the security and protection of equipment tower and DG set and also ensure shall furnish the detailed particulars of his employees to the Licensor.
15. The Licensee shall ensure that the equipment, tower and DG set etc. are properly installed in such manner so as to avoid any kind of inconvenience to the other occupant of the building. The said premises shall be kept in good condition and maintained properly by Licensee at its own cost.
16. The Licensor shall not during the continuing of the license period install, cause or allow to be installed on the premises or any part of the building any communication facilities/equipment placement or operation of which in the judgment of the Licensee may interfere with the working of the Licensee's equipment, tower or DG Set etc.
17. The duplicate set of keys for the access to the said premises as well as for gaining entry in the building shall be given by the Licensor to the Licensee. The Licensor shall not alter or be altered to existing Locking Device for which the said keys are provided to the Licensee, without the prior permission of the Licensor.
18. The Licensee shall pay the electricity and water bill as per actual consumption made on monthly basis.

19. 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 premises on the termination of license or resumption of the said premises. It shall be lawful for the licensor to order adjustment or 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.
20. The Licensee shall pay and continue to pay all future taxes and other taxes, levies, duties fee etc. with respect to the said property including the said premises during the continuing of this License period including thereon and that the Licensor shall not be responsible for the same. Any statutory levies, which applicable/payable only because of installation of equipment for providing Basic Telephony Services on the said premises, shall be borne by the Licensee. However, the property tax shall be paid by the Licensor.
21. The Licensor shall not be responsible for any loss, damage, actions. Proceedings, etc. to the Licensee due to directly or indirectly because of any act or omission of the Licensor.
22. At the expiry of the tenure hereof, both the parties may extend the duration of this license period mutually on such terms and conditions and for such further period as the parties may mutually agree.
23. The licensor shall not be liable to pay any compensation or damages to the licenses on account of breakdown of electricity, telephone and any other service beyond the control of the licensor.
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, natural calamities or 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 shall at all times keep and maintain the said premises in proper state of cleanliness to the satisfaction of the licensor or his officers and servants duly authorized by his in this behalf 41. The Licensee shall not sublet, assign or part with possession of the said premises or any part thereof.
26. 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 of expedient for the purpose of enforcing compliance with all or any of the terms, conditions and reservations herein contained and to recover from the licenses the coat of doing any such act or thing.
27. The Licensee shall not install and operate any public address system or any other media in the premises allotted to you, which may cause disturbance.

28. The licensor and licensee have to be placed at equal footing so far as termination of license is concerned. The licensor reserves the right to terminate the license of the licensee at any time after handing over the possession to the licensee, by expressly serving upon the licensee 2 months notice to that effect and the licensee shall be liable to hand over the vacant possession of the demised premises by the date as stipulated in the notice.
29. That neither the licensee shall sublet the premises in question to any other party without prior permission of the licensor nor shall licensee enter into any agreement whatsoever with any party for the purpose of carrying on the business other than for which the license is being granted.
30. That the licensor will not be responsible for any loss of stocks and any other movable property of licensee on account of burglary fire and other natural calamities. However, the licensee can cover this risk through insurance at their discretion.
31. The Licensee shall be bound to operate the contract within the conditions communicated by the Chief Administrator, U.T. Administration. Any violation thereof would render the license invalid.
32. That the licensee shall at all times keep and maintain the above said premises in its original shape and form with all the fixtures and shall also keep it in proper state of cleanliness to the satisfaction of the licensor or its officers duly authorized by the licensor.
33. That except as otherwise provided in herein, the provision of this contract might be amended at any time by mutual written consent of the parties hereto.
34. That the failure of any party/hereto at any time to require performance by the other party of any obligation/provision of this deed shall not affect the right of such party to require performance of that obligation provision, or any waiver by any party of any breach of that obligation provision of this license shall not be construed as a waiver of any continuing or succeeding breach of such provisions, or waiver of the provision itself or a waiver of any right (s) hereunder.
35. The licensee of the premises shall be entitled to carry out the particular trade as proposed by licensee for which the premises has been allotted to him.
36. The licensee shall not be entitled or permitted to use the premises for residential purposes or for the sale of any food stuff.
37. On surrendering the premises by the licensee, they 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.

38. On the termination of license under any of the terms and conditions of the license:-
- The Licensee will deliver the vacant possession of the space 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.
  - 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. 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 herein, then the same shall be referred to the sole arbitration i.e Managing Director, CITCO or any other person appointed by him/her. If the person so appointed ceases to hold the office then his successors would continue with the arbitration proceedings from the stage the earlier arbitrator ceased to hold and the new incumbent need not start the proceedings deposited-novo subject to the arbitration clause for all intents and purposes only the courts at Chandigarh shall have jurisdiction.
40. That subject to the arbitration clause for all intents and purposes only the courts at Chandigarh shall have jurisdiction

Managing Director

**TECHNICAL BID**

| <b>Sr. No.</b> | <b>Particulars</b>   |  |
|----------------|--|--|
| 1              | Earnest Money Deposit details like (DD No., Date and Amount) |  |
| 2              | Name, Address, Contact no., Email, of the Applicant          |  |
| 3              | PAN No., GST No.   |  |
| 4              | Submit document<br><br>(Refer eligibility criteria)          |  |
| 5              | Any other information, if any.                               |  |

## **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(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**, Phone No 0172-2740641. 0172-2740003.