



**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**

CITCO invites e-tender for Licensing out of Covered Premises (measuring 686 Sq. Ft. approx) in Hotel Parkview (Adjoining Parking Area), Sector 24, Chandigarh on “as is where is basis” for the following trade/ activity”.

1. Gym
2. Fashions wear items (in the field of Apparel)
3. Florist & allied Items.
4. Gift & allied items
5. Make-up Artist
6. Lifestyle items other than Jewellery
7. Designer Watches
8. Palmist/ Astrologer
9. Garments (Branded)
10. Office Use (for backend operations)
11. For start-up company
12. For MNC or Franchisee of MNC
13. Khadi Store
14. Handloom Store
15. IT based company
16. Handi Craft
17. Home Furnishing Store
18. Photography
19. Travel Agent
20. Pharmacy shop
21. Doctor's clinic
22. Mobile phone shop
23. Designer wedding cards shop
24. Book Shop
25. Bag House
26. Cloth House
27. Glass Decorative items
28. Shoe Store
29. Lens/Specs Store/Optician

30. Wedding Apparels
31. Ophthalmologist
32. Lamp Boutique
33. Money Exchange
34. Overseas Consultant Office
35. Perfume Boutique
36. Salon and Make-up Artist
37. Game zone for Children

Interested bidder are advised to visit the site/ premises before submitting e-bid and assess the proposed area in Hotel Parkview (Adjoining Parking Area), Sector 24, Chandigarh " and related infrastructure available there.

For more detail, please contact Sh. Vineet Chopra, Deputy General Manager, Hotel Parkview (a unit of CITCO), Sector 24, Chandigarh at Landline No. 0172-2700050.

#### **1. Minimum Reserve License Fee**

The minimum reserve License fee is Rs.75,460/- 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 license fee is 5 % per annum.

#### **TERMS AND CONDITIONS:-**

2. The Terms and conditions hereinafter regulate the allotment of covered Premises measuring area of 686 Sq. Ft approx (hereinafter referred to as the "Premises") situated adjoining parking area of Hotel Parkview.
3. Tender is 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 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 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. The bidder quoting highest monthly License fee over and above the minimum reserve licensee fee will be awarded the Contract.

4. The e-bid must be accompanied by the scanned copy of Pay Order/Demand Draft of an earnest money of Rs.1,36,000/- 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 before the last date upto 5.00 P.M 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.

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 two 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.

5. 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.
6. 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.
7. 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 & CONDITIONS: -**

8. 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/ premises 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/ premises allotted by the licensor.
  - iv) "License" means, the allotment letter containing detailed terms and conditions of allotment of the space/ premises.
9. The License period shall be for a period of 5 (five) years.
10. The Licensee is given fifteen (15) days for renovation/ internal changes in the premises, 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 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 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/ premises shall be made by the licensee.

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.

11. The allotment shall normally be made to bidder 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 space/ premises to the bidder quoting highest monthly License fee may not be in the interest of the Corporation.
12. The bidder should have to procure requisite permission/ approval/ sanction (if any) required for carrying out the permissible trade/ activity at the allotted Covered Premises/Space at its own level.
13. The Covered Premises/Space 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.

14. The licensee will have to deposit interest free security equal to 6 months determined license fee, less the earnest money 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.

15. 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.
16. The Licensee shall pay to the Corporation towards agreed monthly license fee plus GST by 7th of each month in advance, but not later than 10th of every month. No part payment will be accepted under any circumstances. If default is made in paying the said amount in time, an 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.
17. The licensor reserves the rights to terminate the license of the licensee at any time after handing over the possession of the said Space/Premises by expressly serving upon the licensee three (03) month's notice to that effect and the licensee shall be liable to hand over the vacant possession of the said premises by the date as stipulated in the notice. The licensee can similarly also surrender the premises allotted to him during the license period by giving three (03) month's notice in writing to the licensor
18. The licensee will be provided a separate electricity sub-meter for the open 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.

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 premises on the termination of license or resumption of the said Premises. 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.

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 premises as the Government may levy from time to time under any law.

21. On surrendering the premises 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 premises 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 premises 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. The contract will have lock-in period of 1 (one) year from the date of allotment. Thus, if the licensee proposes to prematurely terminate or surrender the contract within a period of 12 months from the date of allotment, then in that case, the entire security deposit equivalent to six (06) months determined license fees shall be forfeited and the licensee will have to deliver the vacant possession of the space within 15 days.”
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 space/ premises in front of the same.
26. The Licensee will at all times keep and maintain the said premises 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 premises 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 premises 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 alter the original color of the outside the premises or the façade and front elevation nor erect sub screens, curtains or blinds on the exterior nor paste any bills, 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 premises, the head of the unit concerned shall finalize the size, design, color etc. where the premises is located.
30. The Licensee shall not employ for work or otherwise allow any person at the said premises 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/ premises 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.
31. 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/ premises is located.
32. In the event of any damage being caused to said premises or any property of the licensor by the licensee or his servants or agents or any one upon the said space/ premises 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 fifteen 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.
33. The Licensee shall not sublet, assign or part with possession of the said premises or any part thereof.
34. 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.
35. 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.
36. 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.
37. 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 DGM, Hotel Parkview or HOD of the Hotel, 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.

38. In the event of non-payment of the License fee or non-use of such space/ premises by the due or extended date not exceeding 60 days or breach or non-observance by the licensee of any of the conditions, it shall be lawful for the Corporation, notwithstanding the waiver of any previous cause or right for re-entry, to terminate the license / contract 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.

39. 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 two (2) years and the security deposited shall be forfeited.
40. 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 and the said bidder will be debarred by the Corporation for a period of two(2) years.
41. 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/ premises in its original state to the licensor, failing which the space/ premises 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.
42. On the expiry of license period or extended period, the Licensee will deliver the vacant possession of the space/ premises in its original state i.e. without any damage. In case of any damages, the same 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.
43. The Managing Director of the Corporation may impose additional terms and conditions as may be required in the best interest of the Corporation.



44. 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

**TECHNICAL BID**

<b>Sr. No.</b>	<b>Description</b>	<b>To be filled in by the Bidder</b>
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.	PAN Card (Attach copies) & GST No, if any	
6.	Proposed trade/Activity to be carried out (Brief Description thereof).	
7.	Any other information considered necessary.	

## 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.