



Chandigarh Industrial & Tourism Development Corporation Limited

CIN: U45202CH1974SGC003415

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

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E-Tender for licensing out Two (2) Office Space/ Bays at First Floor of Hotel Shivalikview (a unit of CITCO), Sector 17, Chandigarh for office use.

CITCO invites e-tender for licensing out Two (2) Office Space/ Bays at First Floor of Hotel Shivalikview (a unit of CITCO), Sector 17, Chandigarh on “as is where is basis”

Interested bidders are advised to visit the space/ bays at Hotel Shivalikview before submitting e-bid and assess the proposed area. For more detail, please contact Sh. Harmilan Singh, DGM, Hotel Shivalikview, Sector-17, Chandigarh at 0172-2700001

1. Monthly Reserve License Fee.

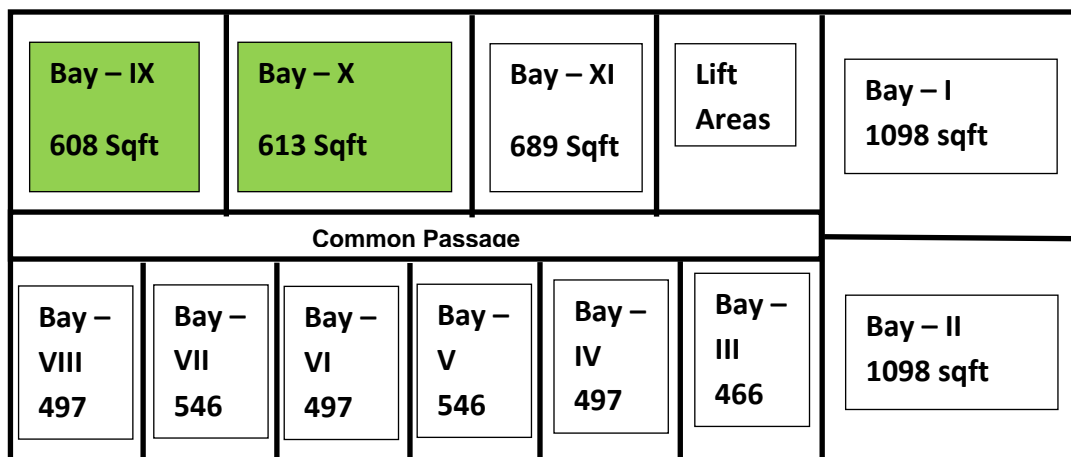
The minimum Reserve License Fee is Rs.56/- per Sq.Ft. per month + GST. In addition, A.C. & Electricity Charges will be extra. Therefore, the bidders are required to quote Monthly License Fee over and above said minimum Reserve License Fee in the financial bid.

2. Brief Description about office Space/ bays.

The terms and conditions hereinafter regulate the allotment of Bay No. IX and Bay No. X measuring total 1221 Sq. Ft. (approx.) at 1st floor of Hotel Shivalikview.

Map/ Layout Plan (Tentative) is as under

STADIUM SIDE



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

The Bays/ Space to be licensed out comprises of 2 Bays i.e Bay No. IX and Bay No. X totaling around 1221 Sq.Ft.

Sr. No.	Bay Label	Size (in sqft)
1	Bay – IX	608
2	Bay – X	613
	TOTAL(approx)	1221

3. Allotment will be made for single Bay or both bays.

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

4. Space/ Bays will be licensed out on “as is where is basis”

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

The Space/Bays area have no partitions and the space will be allotted on “as is where is basis”. Therefore, the successful Licensee will have to build/ construct common wall/ partitions, interiors and other related infrastructure at its own expenses, as per the requirements without altering/damaging the original structure and structural stability of the Hotel. In this regard, the Licensee will have to give necessary intimation to GM/ DGM of Head of Hotel Shivalikview for creating/ building partitions, interiors.

5. The Licensee will be given 90 days for renovation/ internal changes, at its own cost /expense from the date of possession/ deemed possession. Therefore, the possession of the allotted space/ area will have to be taken by the licensee within 10 days from the date of issue of allotment letter. On the expiry of 10th day, it is presumed that the possession has been taken by the Licensee (deemed possession) without any intimation and further timelines/ period will be started.

Thus, the monthly license fees will be levied/ recoverable immediately after the expiry of period of 90 days of possession/ deemed possession or from the start of operations, whichever is earlier.

6. The Licensee will have to install its own Air-conditioning system as per the requirement. For the purpose, a separate electricity sub-meter for the space/Hall area allotted will be installed. The Licensee shall be responsible to pay his share of electricity charges to the Corporation (Licensor) at the rates as may be applicable from time to time.
7. **Parking** : -Free Parking space will be given as per details given below: -

Sr. No.	Bay Label	Size (in sqft)	Cars	Two Wheelers
1	Bay – IX	510	2	4
2	Bay – X	711	2	4

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

TERMS AND CONDITIONS:-

9. The terms and conditions hereinafter regulate the allotment of Bay No. IX and Bay No. X measuring total 1221 Sq. Ft. (approx.) at 1st floor of Hotel Shivalikview for office use only.
10. Conditional bid or a bid with conditions other than those specified in the tender documents or bid received without earnest money shall be summarily rejected.
11. Any corrigendum/amendment in the terms and conditions of the tender document or any other change, if required, will be issued/ published/ uploaded on <http://etenders.chd.nic.in> only. It will be the responsibility of the bidder to note amendments, if any on the said portal and submit in his bid accordingly.
12. Tender should only be signed by the authorized signatory along with the seal of the firm. Correction/ overwriting, if any, should be authenticated under the signature of the tenderer. The Corporation reserves the right to license out the space to one or multiple parties.
13. The Corporation shall not be in any manner concerned with the internal affairs of the tenderers i.e. dispute and dissolution etc. or affairs concerning any other (third) party that the Tenderer may have.

14. The validity of tender shall be for 120 days from the date of receipt. The Corporation will not entertain any request for the decrease of agreed license fee on account of any reason, whatsoever, during the period of contract.
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" 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.
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.

In the Financial Bid/ BOQ, the Bidders have to quote monthly license fee without including GST (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.

Consequently, "Financial Bid will be opened in respect of only those tenderers who are found technically suitable, based upon assessment made and information given in Technical Bid. The decision of the CITCO Management in this regard shall be final and binding. The bidder quoting highest monthly License fee will be awarded the Contract.

17. The e-bid must be accompanied by the scanned copy of Pay Order/ Demand Draft of an earnest money of Rs.1,23,100/- of any Scheduled Bank drawn in favour of "CITCO" and payable at Chandigarh.

Original Pay Order/ Demand Draft should be physically submitted by the tenderer to office of Manager (Industrial Wing), Head Office, CITCO (4th 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.

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 quoted 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 quoted the same highest monthly License fee in the physical bids, then the tender shall be allotted by draw of lots.

18. The space/premises/ Bays are and shall be deemed to be “public premises” as defined in the Public Premises (Eviction of Unauthorized Occupants) Act now in force and the said Act or any other Act touching the subject that may hereinafter come into force and the rules framed there under.
19. The contract period shall be allotted for a period of 5 (five) years which may be extendable for another 3 (three) years, at the sole discretion of CITCO, considering performance and compliance of terms and condition of the tender document.
20. In case on expiry of initial period of 5 (five) years, the licensee is interested and willing for the above mentioned extensions of 3 (three) years, then the licensee would be required to approach the Corporation at least 6 (six) months in advance prior to the period of initial allotment indicating his willingness for the said extension, failing which it will be assumed that the licensee is not interested in extension and CITCO will proceed ahead for fresh allotments.
21. The Licensee will have to deposit interest free security equal to 6 (six) months determined license fee, less the earnest money (EMD) within 10 days from the date of allotment of letter.

Failure to deposit the interest free security within 10 days from the date of allotment of space, the amount of EMD deposited as earnest money by Licensee shall stand forfeited.

22. 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 amount will be forfeited.
23. The “License Fee” shall increase by 5% annually of the immediately preceding monthly license fee/ Increased Licensee Fee during the tenure of the contract. In case, the licensee fails to pay the license fee/increased license fee, as the case may be, by the due date, the Licensee shall without prejudice to the other rights and remedies of the license, be liable to pay penal interest @ 18% per annum on the outstanding dues.
24. The Licensee shall pay to the Corporation towards agreed monthly license fee plus GST by 3rd of each month but not later than 7th of every month. No part payment will be accepted under any circumstances. If default is made in paying the said amount in time interest @ 18% shall be chargeable from the due date to the actual date of payment, apart from other punitive action such as disconnection of electricity, telephone if any etc.

25. The licensor reserves the rights to terminate the license of the licensee at any time after handing over the possession of the said space by expressly serving upon the licensee 3 (three) months notice to that effect and the licensee shall be liable to hand over the vacant possession of the said space by the date as stipulated in the notice. The licensee can similarly also surrender the space allotted to him during the license period by giving 3 (three) months' notice in writing to the licensor.
26. The licensee will be provided a separate electricity sub-meter for the space allotted to him and shall be responsible to pay his share of electricity charges to the concerned authority at the rates as may be applicable from time to time. In case, the licensee fails to pay the said charges/ other dues, as the case may be, by the due date, he shall without prejudice to the other rights and remedies of the license, be liable to pay penal interest @18% per annum on the outstanding dues.
27. The Licensee shall make prompt payments of electricity and telephone charges to the authorities concerned and shall pay all arrears, if any, before vacating the said space on the termination of license or resumption of the said space. It shall be lawful for the licensor to order adjustments of arrears on account of electricity and telephone charges and any other dues outstanding against the licensee from the amount of the interest free security deposit.
28. 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.
29. The licensee will be liable to pay all such fees, taxes etc. in respect of the space the Government may levy from time to time under any law.
30. On surrendering the space by the licensee, the licensee shall clear all the dues on account of license fee, electricity charges, telephone charges and other dues for the period ending with the date of handing over the possession to the licensor. The interest free security shall be refunded to the licensee after adjusting the amount, if any, due from the licensee.
31. The Licensee will be entitled to use the space for offices purpose only on the days and during the hours to be determined by the Licensor from time to time. No licensee shall be entitled or permitted to use the space for residential purpose or for the sale of any foodstuff. Any change in utilizing the space shall be made only with the prior permission in writing of the Licensor.
32. 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.
33. The Licensee will not store any empty packing cases or baskets or any goods or any other material on any projection or the building or on the open area in front of the said space. Licensee will not make any addition or alteration on any part of the space without the prior permission in writing of the licensor.

34. The Licensee will at all times keep and maintain the said space in a proper state of cleanliness to the satisfaction of the licensor or his officers and servants duly authorized by him in this behalf.
35. The Licensee shall manage, operate and conduct the office in the space so as to preserve the reputation of the Licensor and its units and to abide by the rules and regulations framed by the licensor or the Chandigarh Administration from time to time and that nothing shall be done, permitted or committed contrary to any provision made by or under any statute or law for the time being in force or rules and regulations framed by the Licensor or the Chandigarh Administration and in particular not to use or permit the said space to be used for any form of unlawful activities.
36. The Licensee shall not alter the original colour of the outside the space or the façade and front elevation nor erect sub screens, curtains or blinds on the exterior nor paste any bills, advertisements, posters, notices, cuttings etc. on the glasses nor permit the same to be made, affixed or altered or erected in any circumstances. In order to maintain uniformity in putting the signage on the front elevation of the space, the head of the unit concerned shall approve size, design, colour etc. where the space is located.
37. The Licensee shall not employ for work or otherwise allow any person at the said space who is not of good character and behavior and/or suffering from any contagious infectious disease or if not suitably attired or otherwise unsuitable to be seen in a property wherein the said space is located. The Licensee shall furnish their photograph and that of their employee(s) alongwith their addresses and other relevant details to the entire satisfaction of the head of the units concerned.
38. The Licensee shall not do or permit to be done by any act, which may invalidate or in any way affect the insurance of the building or property wherein the said space is located.
39. In the event of any damage being caused to said space or any property of the licensor by the licensee or his servants or agents or any one upon the said space with the acceptance or implied consent of the Licensee shall at its own expense make good all such damage or injury and in the event of his failure to do so within seven days after occurrence of the such damage, the Licensor may make good such injury/damage and the Licensee shall indemnify the Licensor against all such costs and charges and expenses in respect thereof.
40. The Licensee shall not sublet, assign or part with possession of the said space or any part thereof.
41. 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.

42. The Licensee will not install and operate any public address system or any other media in the space allotted to him, which may cause disturbance in area wherein the space is located.
43. In the event of non-payment of the license fee or non-use of such premises by the due or extended date not exceeding 60 days or breach or non-observance by the licensee of any of the conditions of the license, it shall be lawful for the licensor notwithstanding the waiver of any previous cause or right for re-entry to terminate the license and enter into and to re-possess, retain and enjoy the same as of his former estate and the licensee will not entitled to any compensation, whatsoever on account of such resumption.

Provided that on sufficient cause being shown, the licensor may for reasons to be recorded in writing instead of terminating the license on the ground of default in payment of license fee allow the payment to be made with penal interest @ 18% per annum as specified herein before.

44. On the termination of license under any of the terms and conditions of the license:-
- i. The Licensee will deliver the vacant possession of the space in its original state to the licensor, failing which the space shall be got vacated in accordance with the provisions contained in the Public Premises (Eviction of unauthorized Occupants) Act, 1971. The cost of damages, if any, to the premises or fixtures shall be recovered from the licensee.
 - ii. The amount of interest free security lying at the credit of the licensee after adjusting all the dues shall, however, be refunded to him.
45. On the expiry of license period or extended period, the Licensee will deliver the vacant possession of the space in its original state i.e. without any damage, if any, shall be recovered from the licensee. Failure to hand over the vacant possession the premises shall be got vacated under the Public Premises (Eviction of Unauthorized Occupants) Act, 1971.
46. The Managing Director of the Corporation may impose additional terms and conditions as may be required in the best interest of the Corporation.
47. In the event of any question, dispute, or difference arising out of this license or in any manner touching this license and the solution of which is not expressly provided in the license agreement, the same shall be referred to the sole arbitration of the Managing Director of Chandigarh Industrial & Tourism Development Corporation Ltd., Chandigarh or any other person appointed by him. The award of the MD, CITCO of the Corporation or his nominee shall be final and binding on the parties to the license. Subject to the arbitration clause, the Courts at Chandigarh shall have the exclusive jurisdiction.

Managing Director

TECHNICAL BID

Sr. No.	Particulars	Details
1.	Earnest Money Deposit details like (DD No., Date and Amount)	
2.	Name and address, Contact no./ Email/ Website of the applicant	
3.	Status of Applicant (Whether Individual, Firm, Company)	
4.	PAN No., (Along with scanned copy).	
5.	Proposed trade / Activity to be carried out (Brief Description thereof)	
6.	Specify the Number of Bays/ Office Space for which E-bid has been submitted including Bays No.	

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(4th 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 (4th 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, 5th floor, Sector 9, Chandigarh or email at **etender@chd.nic.in**, Phone No. 0172-2740641. 0172-2740003.