



Chandigarh Industrial & Tourism Development Corporation Limited

CIN: U45202CH1974SGC003415

Regd Office. S.C.O. 121-122, Sector 17-B, Chandigarh – 160017

Phone No. 0172 – 4644430-34

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E-Tender for licensing out 4148 Sq Ft (approx.) space/ area in basement of Hotel Shivalikview (A Unit of CITCO), Sector 17, Chandigarh on Build Operate and Transfer (BOT) for Discotheque.

CITCO invites e-tender for licensing out 4148 Sq Ft (approx.) space/ area in basement of Hotel Shivalikview (A Unit of CITCO), Sector 17, Chandigarh on “Build Operate and Transfer (BOT basis” and on license basis for running/ managing discotheque.

1. **Brief Description about Space/ Area.**

The brief description of the area is as under: -

Sr. No.	Description	Area (in Sq. Ft. (Approx)
1.	Hall	2901.73
2.	Passage	338.00
3.	AHU Room	192.06
4.	Store Room	445.50
5.	Old DG Set Room	270.00
	Total	4147.29

The above said premises shall be given on “as is where is basis”. Therefore, interested bidders are requested to first visit the premises and then submit their e-tender based on inspection and terms and conditions of the tender document. The premises are being offered on “BOT basis”

For site, please contact Sh. Harmilan Singh, Dy. General Manager (Hotel Shivalikview), Sector 17, Chandigarh at Ph. No. 01722700001

2. Time lines: - if any of the following days happen to be holiday, then next working date at the given time shall be milestones date and time and accordingly days shall be counted from the date of publishing of bid

Sr. No	Milestone	Date and time	Date
1.	Pre-Bid Conference	10th day at 11.00 A.M.	21.04.2025
2.	Response to Bidder's Queries	21st day at 5.00 P.M.	01.05.2025
3.	Last date for Submission of Bids	31st day at 5.00 P.M.	12.05.2025
4.	Opening of Technical Bids	32nd day at 5.00 P.M.)	13.05.2025
5.	Opening of Financial Bids	To be informed later.	-

3. Eligibility Criteria:-

- a) The bidders fulfilling the following criteria will be only considered for participation in bid:-

Financial year	Net profit after tax	Losses accumulated OR net after taxes	Net worth	Annual Turnover
2023-24				
2022-23				
2021-22				
2020-21				
2019-20				

- b) This information in the tender document should be duly supported by Auditor's report for the said financial years and this tabulated information and company's net worth during the financial years mentioned above was not negative should be got certified from Chartered Accountant with UDIN.
- c) Annual turnover of the bidder should not be less than Rs. 5.00 Crore per annum in the last 5 years.
- d) If the bidder had losses and negative net worth in any of the last 5 years, then its bid shall be rejected.
- e) The bidder should have valid GST No., PAN etc.
- f) The e-bid must be accompanied by the scanned copy of Pay Order/Demand Draft of an EMD of Rs.10,00,000/- 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 tender before the last date upto 5.00 P.M to office of Manager (Industrial Wing), Head Office, CITCO (4th Floor) at S.C.O. 121-122, Sector 17-B, Madhya Marg, Chandigarh.
- g) The bidder should submit undertaking duly stamped/signed /dated as per the format attached alongwith.

4. Pre Bid Meeting

A pre-bid meeting shall be organized on 21.04.2025 at 11.00 A.M in Conference Room, Hotel Shivalikview. Intending bidders are required to bring along their queries in legible typed format (English). If possible the queries shall be settled at that time or CITCO will upload replies to queries within 10 days at e-tender site. Any corrigendum/addenda to tender document shall also be uploaded at e-tender site, and its responsibility of bidder to notice and watch e-tender site. CITCO will not send emails, replies to any bidder for any queries.

5. Brief Description about Space/ area/ premises given on "as is where is basis" is as under :

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The terms and conditions hereinafter regulate the allotment of 4148 Sq. Ft. (approx.) of space/ area in basement of Hotel Shivalikview (hereinafter called as “Premises or Area or Space”)

- A. In the said premises, there are no washrooms, toilets, kitchen as well as connectivity of waste water, sewerage pipeline or fresh water etc. Therefore, the licensee is required to create/ construct/ erect washrooms, toilets, kitchen and other necessary things within the premises at his own cost and expense.

The washrooms, toilets, kitchen may be created by raising the floor level after getting the same designed from the consultant/expert and approval of Engineering Wing, CITCO to avoid any problem in future. For the purpose, the licensee is required to install proper pumping system if required. All Civil /Electrical / Structural changes required shall be got approved from Engineering Wing, CITCO.

For the purpose, if required, CITCO may provide drawing / designs of the area for better and proper connectivity.

B. In addition, the licensee: -

- a) Have the right to use the circular ramp for entry of their guests for reaching from ground floor to basement or premises.

The licensee may also decorate the ramp for the entry by creating a green belt retaining the walls on both sides at his own cost and expense. The design must be durable and compliant with building code and regulations to ensure a safe and secure space for all users. The ramp surface should be hard and non-slippery.

- b) Have the right to construct stairs case (Set of steps) for entry of their guests from ground floor to basement or premises at his/her own cost and expense.

- c) Have the right to only use backyard area of the premises for disposal of garbage (both dry wet and other waste) as per laws rules, regulations of M.C, Chandigarh.

- d) For use of electricity & water, a separate sub-meter for electricity as well as water will be installed by CITCO at its own cost and the licensee is required to pay electricity and water as per meter reading/ within 10 days from the date of submission of bills by CITCO.

The Licensee 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.

- C. In case, if the licensee makes an application for increase in electricity load in the premises, then in that case, the licensee has to intimate the total electrical load required for the premises as per the equipment. If there is a requirement of enhancement of load, the same shall be got enhanced from the electricity department at the cost of the licensee.

- D. As Hotel Shivalikview has its own DG Set for power back up. In the same way, the Licensee may install DG set at his own cost at the back side of the premises. If required, the expenditure for providing connecting service cable connection etc. shall be borne by the licensee. The DG set should be compliant with the latest norms of CPCC and to the satisfaction of Engineering Wing, CITCO.
- E. The Licensee shall have to procure requisite approval / license/ permission relating to serving liquor, food, beverages and other related licenses etc. for running managing Discotheque from Excise Department, UT or concerned authority/ Govt. at its own cost and expense.
- F. The license will have to procure all necessary sanctions/ permissions/ no objections/ letters of intent/ consent / licenses/ clearance/ approvals etc. shall be obtained by the Licensee at its cost and expense as per the prevailing laws.
- G. 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. However, Property tax for the premises will be paid by the CITCO.
- H. The Licensee shall install the Air-conditioning System in the premises as per their requirement at his own cost. It should be to the satisfaction of Engineering Wing, CITCO
- I. While carrying out their required renovation, the licensee will not make any structural changes in the building. It should be to the satisfaction of Engineering Wing, CITCO
6. **Minimum Monthly Reserve License Fee**
The monthly reserve License Fee shall be Rs. 80/- per sq. ft (Rs. 3.32 Lakhs) and the bidder quoting lesser license fee than the reserve license fee, its bids shall be rejected.
7. **Internal changes/ renovations**
The Licensee will be given 120 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 2 days from the date of issue of allotment letter. On the expiry of 2nd day, it will be 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 120 days may be further extended for another period of 30 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 120 days (as the case may be) of possession/ deemed possession, whichever is earlier.
- 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.
8. All the civil and electrical works shall be carried out after the prior approval of XEN, CITCO and after the commencement of the works, approval of the XEN, CITCO shall be again sought for.

TERMS AND CONDITIONS:-

9. 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 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.

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 over and above the minimum reserve licensee fee will be awarded the Contract.

10. EMD 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 EMD shall be refundable to the unsuccessful bidder. In the case of successful allotment, it shall be adjusted against the interest free security deposit. The EMD 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.

11. The validity of tender shall be for 180 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.
12. Tender should only be signed by the authorized signatory along with the name, designation and seal of the firm. In case of tender under Power of Attorney or by Corporate bodies, the Power of Attorney / Board Resolution of the relevant authority as the case may be, together with a certified copy thereof must be attached with the Tender.

13. CITCO 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.
14. 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.
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/ 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.**
16. The contract period shall be for a period of 10 (ten) years which may be extendable for another 5 (five) years, at the discretion of CITCO, considering performance and compliance of terms and condition of the tender document.
17. After completion of 365 days or 12 months of license period, the amount of license fee shall stand increased by 5%. The increase shall be worked on last month license fee and such increased licensee fee shall be rounded to higher hundred rupees.
- Such increase shall be applicable from 1st day of the month in which 12 months period shall be completed.
18. Letter of Intent, the successful licensee will have to submit following documents within 10 days of issuance of letter of intent:-
- a) Deposit interest free security equal to 12 months determined license fee.
 - b) The lessee/licensee shall execute a lease/ Memorandum of Understanding/license Deed on stamp papers (After confirming the value of stamp papers from the Sub Registrar U.T., Chandigarh). All costs in this regard shall be borne by the lessee/licensee. The original copy of lease/ license deed shall be deposited with lesser/licensor. The lease/ license deed will be signed by two witnesses.
 - c) The Licensee shall furnish 120 post dated cheques of licensee fee in advance to the Unit Head of Hotel Shivalikview. 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.
Failure to deposit documents as above, will be dealt not acceptance of letter of intent and the EMD shall be forfeited and the bidder shall be blacklisted for the period of three years for further participation in CITCO tenders.
19. The contract will have a Lock-in period of 12 months 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 and Licensee shall be debarred for 3 years for further participation in CITCO tendering.

20. The Licensee shall pay to the CITCO 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.
21. In case of any violation, then a penalty of : -

*Rs.1,00,000/-+GST will be levied for 1st violation

* Rs.2,00,000/-+GST will be levied for 2nd violation

shall be imposed on the agency. In case of 3rd violation, then in that case, CITCO reserves the right to cancel the contract and to re-possess the possession of the premises as may be decided at the sole direction of Managing Director, CITCO.

22. After the expiry of lock in period as mentioned at Clause No. 19. 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.

After the expiry of the contract/license or pre-mature termination, as the case may be, the renovation work done for renovation of the Discotheque at Hotel Shivalikview, Sector-17, Chandigarh will become the property of the CITCO and the licensee will have no claim on it. Further, the ownership rights of all equipments/fixtures etc. renovated/ upgraded by the licensee shall vest with the licensor without any consideration.

The licensee shall pay/clear all the dues on account of license fee/electricity charges/telephone charges etc. for the period ending with the date of handing over the possession to the licensor on surrendering the Space. The interest free security shall be refunded to the licensee after adjusting the amount, if any, due from the licensee.

23. The Licensee will engage Kitchen/Production Staff F & B Staff, Cashiers, Security Staff, Housekeeping staff etc. as per their own assessment and requirement.
24. 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"
25. 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.

26. 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 any other activity not authorized for by CITCO. Any change in the authorized trade shall be made only with the prior permission in writing of the Licensor.
27. 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, get this risk covered through Insurance within 10 days of the allotment of contract.
28. 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.
29. 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 duly authorized by him in this behalf.
30. 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.
31. 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, the head of the unit concerned shall finalize it within 2 days and any delay beyond 2 days, licensee can go ahead with the size, design, color etc. of signage.
32. 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 CITCO.
33. 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.
34. In the event of any damage being caused to said premises or any property of the licensor by the licensee or his 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.

35. The Licensee shall not sublet, assign or part with possession of the said premises or any part thereof.
36. The Licensor shall have full rights, power and authority at all times to do through his officers 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 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.
38. The 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.
39. On the expiry/termination of license under any of the terms and conditions of the license: -
- 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.
 - The amount of interest free security lying at the credit of the licensee after adjusting all the dues shall, however, be refunded to him.
40. The Managing Director of the CITCO may impose additional terms and conditions as may be required in the best interest of the CITCO.
41. All terms and conditions herein/hereafter shall be governed by the provisions of Capital of Punjab (Development and Regulation) Act, 1952 and Rules framed there under from time to time.

MANAGING DIRECTOR

TECHNICAL BID

Sr. No.	Description	To be filled in by the bidder.
1.	Name & Address of the Bidder, Telephone No. , Mobile No. Email ID	
2.	Details of PARTICIPATION FEE Deposited (D.D No., Date, Amount and name of issuing Bank)	
3.	Legal status of the bidder i.e. whether individual/ Proprietor/firm/ Company (attach copies of document defining the legal status).	
4.	Submit brief profile	
5.	Submit undertaking(Annexure B)	
6.	Submit C.A (UDIN) certificate regarding Turnover	
7.	Submit valid GST No., PAN etc.	

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. PARTICIPATION FEE 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 PARTICIPATION FEE 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 PARTICIPATION FEE 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.

ANNEXURE 'B'**UNDERTAKING TO BE FURNISHED BY BIDDER**

I hereby undertake that I had visited the site. I am filling Bid after visiting the site. The renovations required at the said space shall be carried out as per the norms of Chandigarh Administration/ CITCO/or any other Authority of Government etc.

I also undertake that I will not commit any violation/offence which shall be deemed against the prevalent law of land. In case I commit any such activity which is adjudged as unlawful / violation of terms and conditions of tender document, I am liable to be penalized as deemed fit by Managing Director, CITCO or any other authority of Chandigarh Administration.

I undertake to abide by terms and conditions of the tender document.

I undertake to perform/sell only those items as allowed/ mentioned in the tender document.

I undertake that till date no unlawful activity is registered against my name or the name of my firm or any of the partners in the firm or any of the workers being/shall be engaged by me at the site of the work allotted by CITCO.

I undertake that I or any of my partners or my/our firm has not been blacklisted or defaulted in payment of taxes / license fee etc. anywhere in India.

I undertake that all the above contents are true to the best of my knowledge and if at any time of the contract, it is found that the above undertaking is incorrect/false, I am liable for any penalty/proceedings as deemed fit by Managing Director, CITCO or any other authority of Chandigarh Administration.

Date :

Signature of bidder with seal