



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, Website: 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 permissible 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 not for Client Dealing)
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 Premises
21. Doctor's clinic
22. Mobile phone Premises
23. Designer wedding cards Premises
24. Book Premises
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 parties are advised to visit the site before submitting e-bid and assess the proposed Covered Premises (measuring 686 Sq. Ft. approx) in Hotel Parkview (Adjoining Parking Area), Sector 24, Chandigarh and related infrastructure available there.

TIME LINES: - IF ANY OF THE FOLLOWING DAYS HAPPEN TO BE A 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	Day and time	Date
1.	Pre-Bid Meeting	10 th day at 11.00 A.M.	
2.	Response to Bidder's Queries	20 th day at 5.00 P.M.	
3.	Last date for Submission of Bids	30 th day at 5.00 P.M.	
4.	Opening of Technical Bids	31 st day at 12.00 P.M.	
5.	Opening of Financial Bids	To be informed later.	

Pre Bid Meeting

A pre-bid meeting shall be organized on _____ at 11:00 AM in Hotel Parkview. 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 individual bidder.

TERMS & CONDITIONS:-

1. Minimum Reserve License Fee

The minimum reserve License fee is Rs. 50,000/- per month + GST (as applicable). Bids below the minimum reserve License Fee shall not be accepted.

2. The terms and conditions hereinafter regulate the allotment of Covered Premises (measuring 686 Sq. Ft. approx) in Hotel Parkview (Adjoining Parking Area), Sector 24, Chandigarh on "as is where is basis" for permissible trades. For more details, please contact Sh. Vineet Chopra, Dy. General Manager, Hotel Parkview, CITCO at 0172- 2700050.

3. **Space will be licensed out on “as is where is basis”**

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

The Space area has 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 Parkview for creating/ building partitions, interiors & seek permission.

4. 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.
5. The Licensee will have to undertake necessary housekeeping/ cleaning of allotted space and nearby area at its own cost and expense.
6. 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:-
 - EMD in original Pay Order/DD should be physically submitted by the bidder in the office of CITCO.
 - Upload Tender Documents duly signed & stamped.
 - Upload “Annexure -B” duly signed & stamped.
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 and submit in his bid accordingly.
8. 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.
9. The Corporation shall not be in any manner concerned with the internal affairs of the tenderers i.e. dispute and dissolution etc. or affairs concerning any other (third) party that the Tenderer may have.
10. The Licensee will be for permissible trades mentioned herein.
11. In these terms and conditions unless the context otherwise requires:-
 - i) “Licensor”/”Corporation” means the Chandigarh Industrial & Tourism Development Corporation Limited, Chandigarh.

- ii) “Licensee” means a person, a firm, or a company to whom the said Premises is allotted on license basis.
 - iii) “License Fee” means the sum of money payable monthly by the licensee in accordance with the terms and conditions of the license in respect of the Premises allotted by the licensor.
 - iv) “License” means the allotment letter containing detailed terms and conditions of allotment of the Premises.
12. **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 agreed license fee on account of any reason, whatsoever, during the period of contract.
13. The e-bid must be accompanied by the scanned copy of Pay Order/ **Demand Draft of an earnest money of Rs. 60,000/- of any Scheduled Bank drawn in favour of “M.D. 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 before closing date & time of tender. **Bid without physical copy of EMD shall be rejected.**

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 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 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.

14. 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 has 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.

15. **The contract shall be allotted for a period of 05 years.** MD reserves the right to extend the period of contract beyond 05 years depending upon the satisfactory report on the terms and conditions already settled.
16. **Licensee Fee shall be increased 10% year to year basis on the first day of the month in which 12 months will be completed and such increase shall be rounded to higher Rs. 100/-.** 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 month on the outstanding dues.
17. Before Issuance of Allotment letter, a **Letter of Intent shall be issued** to the successful bidder for:
 - a) **For depositing interest free security equal to 6 (six) months determined license fee, less the earnest money within 7 days from the letter of Intent.**
 - b) **post dated cheques equivalent 60 months license fee in advance** to the Unit Head of Hotel Parkview within 7 days of the issue of the Letter of Intent.
 - c) **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) within 7 days of issue of Letter of Intent. 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.
18. In case of bouncing of cheque for any reasons, penal interest @ 18% per month 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 abide by Letter of Intent, the amount of earnest money by Licensee shall stand forfeited and the agency shall be blacklisted for future tendering in CITCO for 3 years.

19. **A)** The Licensee will be given 15 days for making/ renovation of said Premises from the date of possession/ deemed possession. Therefore, the possession of the allotted Premises / area will have to be taken by the licensee within 15 days from the date of allotment letter. On the expiry of 15th day from the date of allotment letter, it shall be presumed that the possession has been taken by the Licensee (deemed possession) without any intimation.

B) Thus, the monthly license fees will be levied/ recoverable immediately upon the expiry of period of 15 days of possession/ deemed possession or from date of operations, whichever is earlier.

20. **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 & Licensee shall be debarred for 3 years for further participation in CITCO tendering.

21. **a) 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% per month 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.

b) If Licensee fails to pay more than 02 months licensee fee by the given date as per clause no. 21 (a) then the contract shall be terminated on the 3rd month and recovery license fee alongwith interest @18% per month shall be made out from the security deposit and Licensee shall be debarred for participating in the e-tender for the period of 03 years.

22. The licensee will be provided a separate electricity sub-meter for the covered Premises 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 other charges (if any) to the authorities concerned and shall pay all arrears, if any, before vacating the said covered Premises on the termination of license or resumption of the said covered 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.

23. The Licensee will be allowed to occupy only the allotted area duly marked. Any items, if found outside the marked allotted area will be confiscated by the Corporation officials & such violation shall be charged as under:-

In case of any violation as per tender document & any other violation noticed by CITCO Officer's/Official's, then a penalty of: -

- Rs.20,000/-+GST (per day) will be levied for 1st violation
- Rs.40,000/-+GST (per day) 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 at the sole direction of Managing Director, CITCO, contract and to re-possess the possession of the premises as may be decided

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.
25. 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.
26. **The Licensee will be entitled to carry out the authorized trade only** for which the covered Premises has been allotted, 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 covered Premises for residential purpose or for the sale of any food stuff which is being sold by CITCO and other licensees at Hotel Parkview. 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, at his discretion get this risk covered through Insurance.
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 Premises in front of the same. Licensee will not make any addition or alteration on any part of the covered Premises without the prior permission in writing of the licensor.
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 and servants duly authorized by him in this behalf.
30. The Licensee shall charge the customer's reasonable price for the good sold or service rendered.
31. 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 covered 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 units concerned.
32. The Licensee shall not do or permit to be done by any act, which may invalidate or in any way affect the insurance of the building or property wherein the said covered premises is located.
33. In the event of any damage being caused to any property of the licensor by the licensee or his employees or any one upon the said 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 seven days after occurrence of the such damage, the Licensor may make good such injury/damage

and the Licensee shall indemnify the Licensor against all such costs and charges and expenses in respect thereof.

34. The Licensee shall not sublet, assign or part with possession of the said covered premises or any part thereof. If found sublet, then the Licensee shall be terminated and security deposited shall be forfeited and debarred for 03 years and penalty @Rs.40,000/- per day of subletting shall be charged.
35. Without prejudice to the generality of the foregoing conditions, the licensor or any officer authorized in writing by him in this behalf, shall have free access to the covered Premises for undertaking the repairs of the premises.
36. The Licensor shall have full rights, power and authority at all times to do through his officers/officials 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 will not install and operate any public address system or any other media in the premises allotted to him, which may cause disturbance in area wherein the covered premises is located.
38. In the event of non-use of such premises by the due or extended date not exceeding 60 days or breach or non-observance by the licensee or any of the conditions of the licensee, it shall be lawful for the licensor 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, what so ever on account of such resumption.
39. Failure to discharge the contractual obligations by the Licensee may lead to cancellation of the contract, forfeiture of the security deposit and debarring of the licensee for future tendering in the Corporation upto three years at the sole discretion of the Corporation.
40. The space/premises is 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.
41. All terms and conditions of space/premises of Hotel Parkview shall be governed by the provisions of Capital of Punjab (Development and Regulation) Act, 1952 and Rules framed there under from time to time.
42. 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 space/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.

- 43. The Licensee shall vacate the space/ premises by the last date of the contract at Midnight. On the next day of cessation of contract CITCO's will take over the space/premises irrespective of the fact whether Licensee has removed his belongings or not. Such belongings shall be in the possession of CITCO, and if Licensee intends to take back such belongings within 10 days of expiry of contract. Licensee shall have to pay license fee for the proportionate days plus a penalty of Rs. 40,000/- per day shall be charged.

If the licensee does not turn up for claiming such items within 10 days of expiry of contract, then CITCO shall have the right to dispose them off on "as it where it basis". The Licensee shall have no physical and financial claim to such articles or the Sale value generated from disposal of such articles. In such a situation, the security deposit shall be refunded after deducting the proportionate licensee fee plus penalty as mentioned herein above.

- 44. Failure to hand over the vacant possession the Premises shall be got vacated under the Public Premises (Eviction of Unauthorized Occupants) Act, 1971.
- 45. On surrendering the space/premises by the licensee, Licensee 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.
- 46. The licensor reserves the rights to terminate the license of the licensee at any time by expressly serving upon the licensee three months notice to that effect and the licensee shall be liable to hand over the vacant possession of the said Space/Premises by the date as stipulated in the notice. The licensee may, however, surrender the Premises allotted to him during the license period by giving three months notice in writing to the licensor. If Licensee surrenders within lock-in period then action as per clause 20 shall be initiated.
- 47. In the event of any question, dispute, or difference arising out of the agreement or in any manner touching this agreement and the solution of which is not expressly provided in this agreement, the same shall be referred to Mediator appointed by the MD, CITCO for mutually agreed between the Licensor and the Licensee. The decision of the Mediator shall be abided to by the licensee.

48. The Managing Director of the Corporation may impose additional terms and conditions as may be required in the best interest of the Corporation.

49. **Force Majeure**

The Licensee shall be liable for any failure to perform or delay in performance of any of its obligations under the Agreement unless caused by circumstances beyond its reasonable control, including but not limited to: acts of God, natural disasters (earthquakes, floods, hurricanes), fires, explosions, wars, riots, civil unrest, strikes, government actions, terrorist acts, epidemics, or significant disruptions in transportation or supply chains; provided that the affected licensee promptly notifies the Corporation of the Force Majeure event and takes all reasonable efforts to mitigate its impact and resume performance as soon as practicable."

50. Any individual / Firm / Entity etc., in conflict i.e., legal with CITCO shall not be eligible for participation in the Bid and its bid shall be rejected.

51. All legal disputes relating to the Bid shall be held in U.T., Chandigarh.

MANAGING DIRECTOR

Technical Bid

Sr. No.	Description	To be filled in by the Bidder
1.	Name & Address of the Bidder	
2.	Earnest Money deposit detail like (DD No. Date and Amount)	
3.	Telephone No., Fax No. Email ID, Mobile No.	
4.	Legal status of the applicant i.e. whether Individual/ Firm/ Partnership/ Company (attach copies of document defining the legal status).	
5.	GST No/ PAN Card No (Attach copies).	
6.	Proposed trade / Activity to be carried out (Brief Description thereof).	
8.	Tender copy duly Signed & Stamped by the bidder.	
7.	Undertaking (Annexure “B”) duly Signed & Stamped by the bidder.	
8	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 (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.

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.

(UNDERTAKING TO BE FURNISHED BY BIDDER)

I hereby undertake that I had visited at site of Hotel Parkview. I am filling Bid after visiting the space. 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 only permissible trade for as allotted to me / us.

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 or any associate is not having any legal dispute with 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