

## **TENDER NOTICE FOR E-TENDERING**

**CITCO invites e-bids for the allotment of space on license basis for**

<b>S.No.</b>	<b>Units</b>	<b>Trade/Business</b>
1.	Hotel Mountview	Travel Desk
2.	Hotel Shivalikview	Travel Desk

**business at its various outlets as under:-**

**Tender documents are available on Chandigarh Administration website <http://etenders.chd.nic.in> for on-line participation. The tender document can be downloaded by the bidders from the website etenders.chd.nic.in upto 15.2.2012. The same must be uploaded by the bidders on website etenders.chd.nic.in upto 11.00 A.M. of 15.2.2012. The Technical bids of above said bids shall be opened on 15.2.2012 at 3.30 p.m. in the presence of offerers or their representatives who may like to be present.**

**Earnest Money of Rs.25,000/- (refundable) has to be submitted in the shape of Pay Order/Demand Draft favoring "CITCO". The agency will upload the scanned copy of the required Earnest Money and the same shall be submitted to Manager, Industrial Wing (4<sup>th</sup> floor), CITCO, SCO 121-122, Sector 17-B, Chandigarh before the time of opening of Technical Bids, i.e. on or before 15.2.2012.**

**Undersigned reserves the right to reject any or all tenders without assigning any reason.**

**Note:- For off-line viewing of detailed terms and conditions, eligibility criteria, etc. please log on our website:  
[www.citcochandigarh.com/tenders-popup.html](http://www.citcochandigarh.com/tenders-popup.html).**

**Managing Director  
CITCO**

**CHANDIGARH INDUSTRIAL & TOURISM DEVELOPMENT CORPORATION  
LIMITED**

**S.C.O. 121-122, SECTOR 17-B, CHANDIGARH  
PH.NO. 2704761, 2704356, 4644430-34**

Description:-

**Allotment of 'Travel Desk' on License basis at Hotel Shivalikview for carrying out the business of Travel & Taxi Service (Area 40 sq.ft.).**

**Reserve License fee-Rs.25,000/-+ S.Tax per month.**

Eligibility Criteria:-

1. i) The bidder should have at least 03 years experience in the field of Car rental/ticketing/travel agency. Agencies with experience in 5 Star Hotels will be preferred.  
ii) The participating agency should have atleast 5 vehicles registered as Taxi in good working condition to be either on lease from any other source or in their own name. The said 05 vehicles must have one SUV (Innova etc.) and one Luxury Car (Honda, Skoda etc.). Details of the same should be indicated in the tender.
2. Only those bids shall be considered for allotment who fulfill the minimum eligibility criteria.
3. The e-bid must be accompanied by the scanned copy of Pay Order/Demand Draft of an earnest money of Rs.25,000/- (Rupees twenty five thousand only) of any Scheduled Bank drawn in favour of CHANDIGARH INDUSTRIAL & TOURISM DEVELOPMENT CORPORATION LIMITED, CHANDIGARH. The original Pay Order/Demand Draft should be physically submitted by the tenderer before the time of downloading of technical bid. **The Earnest Money shall not be accepted through cheque.** The amount of earnest money, if any, lying with the Corporation or any other pending amount will not be allowed to be adjusted against the present tender.

4. The validity of tender rates shall be for 90 days from the date of bidding and license fee quoted is valid for 12 months. The approved contracted and determined license fee with 10% annual escalation will remain in force for three years from the date of award of contract with a provision to extend by a further period of two years on terms & conditions as may be fixed with mutual consent. **The Corporation will not entertain any request for the decrease in agreed license fee on account of any reason, whatsoever, during the period of contract.**
5. As "space licensing" attracts provision of Service Tax, the tenderer must clearly indicate this element separately in the tender form(Financial Bid)
6. Failure to discharge the contractual obligations by the tenderer, will lead to blacklisting of the firm for future supplies/tendering in the Corporation upto five years and the security deposited shall be forfeited.
7. The aforementioned terms & conditions shall be binding and operative between the tenderer ( Travel & Taxi Operator) and the Corporation.
8. 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 Chairman of Chandigarh Industrial & Tourism Development Corporation Ltd., Chandigarh or any other person appointed by him. The award of the Chairman of the Corporation or his nominee shall be final and binding on the parties to the license.
9. Subject to the arbitration clause, the Courts at Chandigarh shall have the exclusive jurisdiction.

## REGULATIONS FOR ALLOTMENT OF SPACE ON LICENCE BASIS IN THE CORPORATION

1. The Terms and conditions hereinafter regulate the allotment of Space for travel desk/any other commercial space hereinafter referred to as 'Travel Desk' situated in any of the Units of the Corporation.
2. 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 Travel Desk is allotted on licence basis.
  - iii) "Licence 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 Travel Desk allotted by the licensor.
  - iv) "License" means , the allotment letter containing detailed terms and conditions of allotment of the Travel Desk.
  - v) "License agreement" means an agreement containing the terms and conditions on which the Travel Desk has been licensed out.
3. The license period shall be initially for a period of three years which may be extendable further for a period of two years on the terms and conditions and the license fees as may be settled with mutual consent.
4. The Space/premises 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.
5. The allotment shall normally be made to any individual/firm/Company quoting highest bid for the monthly license fee unless the Managing Director is of the opinion that allotment of any Travel Desk to the bidder quoting highest monthly fee may not be in the interest of the Corporation.
6. The licensor reserves the rights to terminate the license of the licensee at any time after handing over the possession of the said space for Travel Desk by expressly serving upon the licensee three month's notice to that effect and the license shall be liable to hand over the vacant possession of the said Travel Desk by the date as stipulated in the notice. The licensee may, similarly also surrender the Space allotted to him during the license period by giving three month's notice in writing to the licensor.
7. In case on expiry of initial period of 3 years, the licensee is interested and willing for the above mentioned extension, then the licensee would be required to

approach the Head Office at least 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. In this case of extension the security deposit will also be reviewed for further extended period and licensee will be required to deposit the remaining amount accordingly.

8. The prospective bidder for the allotment of the space will be required to deposit Rs.25,000/- as earnest money in the form of Bank Draft drawn in favour of CITCO in any scheduled Bank at Chandigarh alongwith an application on prescribed form in which the bidder shall offer license fee. 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. The earnest money shall, however, stand forfeited in case the bidder fails to deposit security within 7 days or not making the space commercially operative within 21 days of allotment or withdraws his offer after opening of the bid but prior to the final allotment of the space. The final allotment includes the receipt of the consent from the allottee of the space or actual possession of the space by the allottee whichever is earlier.
9. The licensee will have to deposit interest free security equal to three months determined license fee, less the earnest money of Rs.25,000/- within 7 days from the date of allotment of letter. Failure to deposit the interest free security within 7 days from the date of allotment of space will lead to forfeiture of the amount of Rs.25,000/- on account of earnest money deposited by Licensee..
10. While surrendering the "space", the licensee shall ensure clearance of 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.
11. The Licensee will be entitled to carry out the authorized trade for which the space 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 space for residential purpose or for the sale of any foodstuff. Any change in the authorized trade shall be made only with the permission in writing of the Licensor.
12. The Licensee shall pay to the Corporation towards agreed monthly license fee plus Service Tax by 3<sup>rd</sup> but not later than 7<sup>th</sup> 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 etc.

13. The licence fee shall increase by 10% annually of the immediately preceding monthly licence fee in respect of the Space. In case the licensee fails to pay the license fee/increased licence 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.
14. As the space in the Hotel is located in a centrally air conditioned area, the licensee of the space will pay a sum of Rs.1000/-per month + S.Tax over and above the monthly license fee as determined from time to time for this service. The facilities of public lavatories shall be available to the licensee on the ground floor in hotel.
15. The licensor shall not be liable to pay any compensation or damages to the licensee on account of disruption in commercial due to renovation activities, breakdown of air conditioning in the Hotel, water supply electricity, telephone and any other service beyond the control of the licensor.
16. The licensor shall make available telephone facility by way of one extension through EPBAX system of the Hotel. The Licensee will, however, have to pay a sum of Rs.1000/- on account of the cost of telephone instrument. The telephone charges shall be payable by him on the basis of metered local/trunk/STD calls at the rate as may be applicable in the Hotel from time to time. The Licensee may, however, at his discretion have its own independent telephone connection from the Telephone Department at his cost.
17. The licensee will be liable to pay all such fees, taxes. etc. in respect of the space as the Government may levy from time to time under any law, in future.
18. In case of deficiency in service the Hotel reserves the right to get the services availed from open market at risk and cost of the licensee. To that extent, licensee should ensure availability of vehicles in good working conditions at all time for guest requirement.
19. 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.
20. 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 in front of the same. He will not make any addition or alteration on any part of the space without the prior permission in writing of the licensor.
21. 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.
22. The Licensee shall manage, operate and conduct the authorized trade 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.

23. The Licensee shall not make any alterations or additions to the said space without obtaining prior written approval of the Licensor or remove there from any of the Licensor's fixtures or fittings therein.
24. The hotel will provide space for taxi/car parking to a maximum of 5 vehicles at a time.
25. 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.
26. 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 his photograph and that of his employee(s) alongwith their addresses and other relevant details to the entire satisfaction of the head of the units concerned.
27. 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.
28. In the event of any damage or injury being caused to the 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.
29. 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. Therefore, Licensee shall fix the

rates to be charged from the customers/Hotel Guests in consultation with a Committee consisting of General Manager/Dy.General Manger of the respective Hotel, Manager Accounts(H.O.) and Manager Front Office of the respective Hotel. The Committee will ensure that rates finalized are reasonable and comparable with the prevailing rates in other hotels of equal standing.

- 30 The Licensee shall not sublet, assign or part with possession of the said Space or any part thereof.
31. The area in front of the said Space shall not be encroached upon and used or allowed to encroach upon or used for any purpose other than a corridor.
32. 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.
- 33 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 Space for undertaking the repairs of the premises.
- 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 in an upon 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 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.
- 37 The Licensee before taking over the possession of the Space shall furnish such number of post dated cheques equivalent to the license fee covering the entire agreed license period to ensure timely deposit. Managing Director may, however, relax the condition of depositing post dated cheques in case of public limited companies, financial institutions and scheduled banks. In case of bouncing of

cheque for any reasons, a sum of Rs.2,000/- for each cheque bounced shall be charged by the Licensor from the Licensee as penalty besides penal interest @ 18% p.a as indicated hereinbefore. 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 the death of the original licensee, it shall be incumbent upon the legal heirs of the deceased original licensee to get the will (if any) probated from the court of competent jurisdiction and then apply to the licensor for grant of transfer of license in their favour, which shall be granted only if the legal heirs then undertake to comply with all the terms and conditions given herein.
- 39 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 or any of the conditions of the licensee, 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 be entitled to any compensation, what so ever 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 penalty not exceeding the due amount but not less than Rs.5000/-within such period, not exceeding six months on the whole, as he may deem reasonable. The amount of penalty shall, however, be in addition to the payment of penal interest @ 18% per annum as specified herein before.
40. 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.
41. 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.

42. 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 Chairman of Chandigarh Industrial & Tourism Development Corporation Ltd., Chandigarh or any other person appointed by him. The award of the Chairman of the Corporation or his nominee shall be final and binding on the parties to the license
43. The Managing Director of the Corporation may impose additional terms and conditions as may be required in the best interest of the Corporation.

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ADDITIONAL REGULATIONS FOR THE ALLOTMENT OF TRAVEL AGENCY AND TAXI BUSINESS ON LICENCE BASIS IN THE CORPORATION.

1. The detailed terms and conditions on which the allotment of Space measuring 40 sq.ft. will be made on licence basis are annexed at "A".
2. The bidder should have at least 03 years experience in the field of Car rental/ticketing/travel agency. Agencies with experience in 5 Star Hotels will be preferred.
3. The participating agency should have atleast 5 vehicles registered as Taxi in good working condition to be either on lease from any other source or in their own name. The said 05 vehicles must have one SUV (Innova etc.) and one Luxury Car (Honda, Skoda etc.). Details of the same should be indicated in the tender.
4. In case of breakdown of vehicle or complaint of any other nature from the guests, the Tour Operator shall make all arrangements to the satisfaction of the guests. Any liability on account of deficiency in service shall be sole responsibility of the Licensee. The Bidder should also ensure that all the vehicles should have insurance cover for passenger liability also.
5. The staff deputed by the Tour Operator including drivers and counter staff shall be in proper presentable uniform and shall behave courteously. Further the Travel Agency should have English speaking courteous staff and should be available round the clocks and well versed with Chandigarh.
6. The Travel Agency/ Car Rental shall be operative for 24 hours and staff shall be present on duty at the time.
7. The Licensor shall allow parking of maximum five vehicles of the Licensee in the parking area of the hotel concerned at any time and shall not be allowed to use unregistered vehicles.

8. Parking of more than 5 vehicles at a time, repairing of vehicle and any activity related to outside other business of licensee if carried on hotel premises shall be termed as breach of licence For the first time violation licensee shall bear penalty of Rs. 1,000/- second time of Rs. 3,000/- and third time Rs. 5,000/- subsequently case shall be processed for cancellation of licence.
9. Travel Agency commission to the licensee operating travel desk will not be permitted in the Hotel where his Travel Agency is located. However, TAC will be permitted in the other Hotels of the Corporation.
10. In case the Hotels/Corporation requisitions vehicles(s) for its own use, the Travel Agencies/Licensees shall charge special concessional rates on actual mileage at 20% on commercial rates.
11. No washing of vehicles shall be allowed in the Hotel concerned. In case licensee or his driver/employees found washing the vehicle(s) penalty of Rs. 500/- for first time and Rs. 1,000/- for second time shall be imposed by CITCO.

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## PROCEDURE FOR e-tendering

1. The Bids shall be received electronically only through the website **etenders.chd.nic.in/nicgep**.
2. Bid Document can be downloaded from the website of Chandigarh Administration <http://etenders.chd.nic.in/nicgep>.
3. The Bidders shall have to submit their Bids(Technical Bid & Financial Bid) online in Electronic Format with Digital Signatures. For participation in the e-tendering process, the Bidders need to register themselves on <http://etenders.chd.nic.in/nicgep>. On registration they will be provided with a User ID and a system generated password enabling them to submit their Bids online using Digital System Certificate (DSC).
4. The Bids shall be uploaded in Electronic Format on the website <http://etenders.chd.nic.in/nicgep>. Scanned copies of Earnest Money Deposit, Document and Eligibility Documents shall also be uploaded alongwith with Technical Bid within prescribed time limit.
5. EMD in original as uploaded by the Bidder shall be placed in the manner as described in the Bid Document and shall be submitted in person by the specified date and time in Industrial Wing(4<sup>th</sup> floor), Head Office, CITCO, SCO 121-122, Sector 17-B, Chandigarh. The Agency who fails to submit the EMD as mentioned above, in physical form on or before the prescribed date will be declared as ineligible and the Bid submitted by them shall be declared as invalid.
6. The Agency has to produce the original documents as and when asked for by Industrial Wing(4<sup>th</sup> floor), CITCO. The failure of the Agency to furnish the said original documents will entail summarily rejection of its tender.
7. Instructions to Bidders regarding e-tendering process:
  - a) Tenders without digital signatures will not be accepted by the Electronic Tendering system. **No Tender will be accepted in physical form and in case it has been submitted in the physical form it shall be rejected summarily.**
  - b) Bids will be opened online as per time schedule mentioned above.

- c) Before submission of online Bids, Bidders must ensure that scanned copies of all the necessary documents have been uploaded with the Bid.
  - d) It will be mandatory for all the Bidders to upload all the documents mentioned under 'Tender Details' template
  - e) CITCO will not be responsible for any delay in online submission of the Bids due to any reason whatsoever.
  - f) The details of EMD specified in the Tender documents should be the same as submitted online (scanned copies) otherwise tender will be rejected summarily.
8. For any technical issue related to Electronic Tendering Portal, Bidders may contact 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.

TECHNICAL DETAILS OF THE TENDERER

## TECHNICAL BID

- A. Earnest Money Deposit
- B.
  - 1. Details of Tenderer- Name, Father's Name, Full address, Date of incorporation, contact number
  - 2. Details of business experience in years.
  - 3. Manpower employed.
  - 4. Copy of PAN Card number.
  - 5. Copy of Service Tax No.
  - 6. Proof as per condition No. 2 of Tender document.

Note: Please upload the scanned copy/copies of above said information online as a technical bid.