OFFICE OF THE DIVISIONAL MANAGER, CTU & DIRECTOR TRANSPORT, U.T., CHANDIGARH.

(Plot No.701, Industrial Area, Phase-I, Chandigarh).

QUOTATION/TENDER NOTICE.

Ref. No.CT/CTU/2016/344
Dated: 10/01/2017

Chandigarh Transport Undertaking, Chandigarh intends to licensing out the Canteen CTU, Workshop Depot No.III, Sector-25, Chandigarh and invites the **QUOTATIONS/TENDER** from the individuals/Companies/firms etc for allotment of the contract of the said Canteen **on monthly rental basis plus all taxes as applicable from time to time for a period of 3 (Three) years on the terms and conditions** as specified in the Quotation/tender notice on the website. The canteen **as is and where is basis.** No extra facility will be provided at any later stage. The Canteen can also be inspected by the bidders during office hours on any working day by contacting General Manager, CTU-III, Works Manager, Depot-III/Care Taker, CTU, Chandigarh. The bidders are advised to inspect the premises as mentioned below as well as on the website and only after inspection and after going through the reserve price; they may quote their rates:

Sr No.	Location of Canteen	Reserve Price per month (taxes extra)	Items required on controlled rates at the premises/canteen.
1.	Canteen, CTU, Workshop Depot No.III, Sector-25, Chandigarh	Rs.5150/-	As mentioned at Para No.14 of the terms and conditions.

Note: The quantity of items can be increased/decreased as per actual consumption/demand of the workers.

The quotation/Tender in sealed cover superscribed in bold letter **QUOTATION/TENDER FOR THE ALLOTMENT OF CANTEEN WORKSHOP Depot-III, Sector-25, Chandigarh** should be sent in the office of the Divisional Manager, CTU & Director Transport, UT, Plot No.701, Industrial Area, Phase-I, Chandigarh by hand/Registered Post so as to reach on or before **25/01/2017 up to 2.00 PM**. The said quotation/Tender will be opened in the presence of the representative of the firms/companies/ individual whosoever wish to be present on the **same day at 3.30 pm. The demand draft/FDR of Rs.8,500/-(Rs. Eight thousand, five hundred only) for CTU canteen Depot-III as EMD drawn on any Scheduled Bank at Chandigarh in favour of Director Transport, UT, Chandigarh,** Plot No. 701, Industrial Area, Phase-I, Chandigarh , the terms and conditions duly signed by the bidder should placed in separate covers superscribed **Envelops (A) EMD** for the allotment of canteen, CTU Workshop, Depot-III, **Envelope (B) signed terms and conditions** for the allotment of canteen, CTU, Workshop, Depot-III, **Envelope (C) Offer/Price Bid** in the prescribed proforma should be placed in the separate sealed cover supercribed **"OFFER/PRICE BID**" for which time and date will be intimated separately will only be opened in respect of those bidders/tenderer who technically qualify in the evaluation of technical bids.

Conditional/incomplete/telegraphic quotation/tender received through fax, quotation without earnest money and receiving after due date and time and submitted not on the prescribed form shall not be entertained and shall be rejected out rightly.

The offer/price bid form and detail terms and conditions of the contract can be obtained from the office of the undersigned on any working day between 9.00 am to 5.00 pm or from the website http://Chandigarh.gov.in or chdctu.gov.in.

The undersigned reserves every right to (a) cancel/withdraw/amend the advertisement or extend the due date at his sole discretion or (b) accept or reject any quotation/tender without assigning any reason.

Sd/-
Divisional Manager, CTU &
Director Transport,
U.T., Chandigarh

TERMS AND CONDITIONS FOR THE ALLOTMENT OF CANTEEN AT CTU WORKSHOP, DEPOT-III, SECTOR-25, CHANDIGARH:-

1. The license shall be for a period of three years with an annual increase of 10% in the license fee from the date mentioned in the allotment letter by the Chandigarh Transport Undertaking, Chandigarh.

2. Bidder are to submitted under three ways tendering process i.e. EMD/technical bid and Price Bid separately. After scrutiny of the information received in Technical Bid, clarifications, if any, where ever necessary, will be obtained from the party. The Director Transport, UT, Chandigarh reserves the right also to inspect the existing canteen being run by the tenderer as part of the Technical Bid analysis. After necessary appraisal of the party's experience and technical expertise, technical short-listing will be done. Consequently, "Financial Bid will be opened in respect of only those tenderers who are found technically suitable/highest bidder based upon assessment made of credentials etc of the bidder.

3. The licencee shall regularly pay the monthly licence fee online in advance on or before the 10th day of every month (if 10th happen to be holiday than next working day will be due date) to the Director Transport, UT., Chandigarh failing which a penalty at the rate of 1% of the outstanding licence fee per day will be imposed till the licence fee is paid. In case, the payment is to be made by Demand Draft, the same shall be deposited on or before 7th of every month. No payment will be accepted through cheque in any case.

4. In addition to the monthly licence fee, the licencee shall pay the electricity charges by installing the electricity meter on his own within one month from the date of possession of the site. Till installation of the electricity meter, the licensee shall pay the electricity charges @ Rs.6/- per unit of the actual consumption of sub meter or as fixed by the department. Licencee will also pay the water charges as fixed by the Director Transport, UT., Chandigarh and also liable to pay any enhancement in the tariff by Electricity Department/Municipal Corporation/CTU during the currency of contract.

5. The EMD of the unsuccessful bidders shall be returned after the allotment of site. The EMD of the successful tenderer shall be returned after furnishing the security deposit and signing of agreement/licence deed. In case, the successful bidder backs out, the Earnest Money Deposit shall be forfeited and the bidder shall be black listed for any future contract. Keeping in view, if required CTU reserve a discretion right to consider the claim of L2 at the current prevailing rates of premises and to consider offering the allotment at the rate quoted by the highest bidder

   Further, the individuals/Companies/firms will be liable to be blacklisted as per Chandigarh Administration, Finance Department Notification No. 1927-F&PO (3)-2009/1170 dated 27.02.2009 including following types of situation. The licensee/bidder have to pay stamp duty, if leviable as per rules:-

   i) Dishonest/Fraudulent/Sharp practices are indulged in by the party.
   ii) Advancing a claim on the basis of forged documents.
   iii) Sale or supply of spurious items and providing public safety.
   iv) Material concealments/suppression of facts or gross misrepresentation of facts.
   v) Any other case or situation involving National Security.

vi) On breach of any terms and conditions of the contract/tender. The bidder shall submit an undertaking that he/his firm has not been blacklisted by Chandigarh Administration or any other authority to participate in the tender.

6. The licensee, at the time of execution of the agreement/licence deed, shall furnish the security amount of Canteen @ **10% of the total license fee for first year within 15 days along with agreement/license deed papers of the prescribed value and a fresh security amount @ 10% of the enhanced licence fee shall be deposited 15 days before the annual period is over. The renewal of licence for next year shall be subject to deposit of such enhanced security amount** in the shape of FDR of any scheduled bank payable at Chandigarh duly pledged in favour of Director Transport, U.T. Chandigarh with validity of 39 (Thirty Nine) months. In the event of breach or non-observance of any of the terms and conditions of this licence deed, the Director Transport, U.T, Chandigarh may forfeit the security either in full or in part along with interest thereupon. The remaining security, if any, will be refunded to the licensee after the handover the vacant possession of the premises to the Director Transport, U.T., Chandigarh on the expiry of the licence period.

7. **The licencee shall take possession of the premises at his own cost. But the license fee shall be charged from the date of physical possession of the Canteen/premises of this license.**

8. The licencee shall not make any addition or alternation in the premises without the consent/approval of the Director Transport, U.T., Chandigarh.

9. The licencee shall not directly or indirectly sublet the licence or part with the possession of the Canteen/sites to any other person/firm in any manner.

10. The said Canteen site are and shall be deemed to be public premise as defined in the Public Premises (Eviction of Unauthorized Occupants) Act now in force and /or any other Act touching the subject that may hereinafter come into force and the rules framed there under.

11. The licensor shall not be liable to pay any compensation or damages to the licensee on account of breakdown of water supply, electricity, telephone and any other services beyond the control of licensor.

12. The licensee shall be responsible to protect the Govt. property in his/her possession during the license period from any damage or loss. The Canteen/space for food business will be kept in a proper state of cleanliness and adhering to rule and guidelines of the Food Licensing Authority to the satisfaction of the licensor or his office and servants duly authorized by the licensor in this behalf. The licensee shall get/procure at its own cost the food safety licence for running their business in the allotted shop within one month from the date of allotment. A copy of the valid Food Safety License shall be submitted to CTU. The Licensee shall pay for damage done by him/her or his/her servants or agents during the period of license to the property of the licensor.

13. The licencee shall not use the premises for the purpose other than for which licence has been given.

14. The list of rates of the articles to be sold by the licencee in the Canteen shall be displayed in the premises as duly approved by the Department. The rates of items to be sold in the Canteen will be fixed rates. The rates should not be

charged above MRP in case of manufactures packed items and should not be charged more and above from the market rate in any manner.

The fixed rates of items are as under:

Sr. No.	**Items**	**Rate fixed for items**
1	Tea	Rs. 6/-
2	Milk/Milk Tea	Rs. 8/-
3	Coffee	Rs. 8/-
4	Samosa	Rs. 7/-
5	Bread Pakoda	Rs. 8/-
6.	Mathi	Rs. 5/-
7	Besan Burfi	Rs. 5/-
8	Tomato/Veg. Soup	Rs. 20/-
9	Veg. Sandwich	Rs.25/-
10.	Veg. Noodles	Rs.30/-
11.	Veg. Thali	Rs.30/-
12.	Chana/Rajma Chawal	Rs.30/-
13.	Chana Bhatura	Rs.30/-
14.	Kadi Chawal	Rs.30/-
15.	Patties	Rs.10/-
16.	Packed items/Cold drinks/Juice/Lassi and other items	On MRP
17.	Any other items	Not more than the market rate.

15. The licencee shall pay all the Central, State and local taxes including the fees of the Municipal Corporation etc. and levied from time to time or levied in future. The licensee should deposit all the taxes such as VAT, Service Tax etc. collected from the customers immediately to the respective department and a proof of this will be given to CTU every month along with the licence fee. The cost of stamp duty/registration fee etc., prescribed by the competent authority shall be borne by the licensee for the registration of license/agreement deed and submit the copies of receipt in this regard to the Director Transport, UT Chandigarh.

16. The licencee shall obtain all the required permissions/licence from concerned authorities for running his business at the Canteen at his own level and shall obey all the rules/regulations applicable from time to time in this regard.

17. The licencee shall not be allowed extension of counter/additional space in any circumstances.

18. The licencee shall ensure good behavior of his/his employees with the public.

19. The particulars of successful venders shall be furnished to the Inspector General of Police, UT, Chandigarh for their verification of antecedents.

20. The Director Transport, UT., Chandigarh can allot the Canteen, CTU Workshops, Depot No. III, Sector 25, Chandigarh.

21. No obnoxious trade shall be carried on in the premises.

22. Children below 14 years of age will not be employed under any circumstances at the premises.

23. The licensee shall not allow any hawker to sell groundnut or any other eatable items or unhygienic commodities in the allotted premises.

24. No servants of any commercial establishments should be allowed to reside at the allotted site at night.

25. The licencee shall also provide the drinking water taps/electric fittings and in case taps/fitting go out of order, shall replace the same immediately at his own cost.

26. The licencee shall at all the times without any hindrance, permit the duly authorized officers, servants of the Govt. to enter into and upon the premises for the purpose of inspection and enforcing all the terms and conditions of this licence.

27. The licensor shall be at liberty to terminate the licence by giving 15 days clear notice in writing to that effect.

28. The licensor reserves the right to impose the penalty/fine on breach of any of the terms and conditions of the licence.

29. In case of breach of any of the terms and conditions of this deed by the licencee, the licensor may terminate the licence by giving 15 days clear notice and grant the licence to other party at the risk of licencee and recover the loss if any caused to the licensor.

30. On the termination of the licence in accordance with Clause as above, the licensor may in addition to resumption of the premises, forfeit the whole or part (along with the interest thereupon) of the security deposited by the licencee.

31. The licencee may terminate the licence deed by giving 30 days clear notice in writing. The loss thus caused to Department on re-allotment of the contract of the premises shall be borne by the licencee.

32. The licencee shall deliver the vacant possession of the premises to the Director Transport, UT., Chandigarh on the expiry or termination of the licence.

33. All disputes or differences arising out or in any way touching or concerning the deed whatsoever shall be referred to the sole Arbitration of the Secretary Transport, Chandigarh Administration, acting as such at the time of reference. There will be no objection to such an appointment that Arbitrator so appointed is a Govt. servant and that he had to deal with matters to which the agreement relates and that in the course of these duties as such the Govt. Servant has expressed views on all or any of the matters in dispute or difference. The award of such Arbitrator shall be final and binding on the parties to the agreement.

34. Subject to the aforesaid, the Arbitration Act, the Rules made there under, any modification for the time being in force shall be deemed in apply to the Arbitration proceedings.

35. The licensee will indemnity the Chandigarh Transport Undertaking and keep it harmless from all claims, demands, action, cause and charges to which the

Chandigarh Transport Undertaking may become liable or which it may have to pay or be held liable thereof by any reason including the reason of injury to any person, reputation or property suffered or sustained by any employee of the Chandigarh Transport Undertaking or arising out of any activity or negligence or commission of the licensee or its employees.

36. The Director Transport, UT., Chandigarh shall have a lien on all the belongings and properties of the licencee for the time being in or upon the premises.

37. In case the area of operation is increased or decreased, the licence fee can be accordingly increased or decreased by the Director Transport, U.T., Chandigarh.

38. The Licensee will be required to sign an agreement containing the detailed terms and conditions in addition to the above conditions within one month from the date of possession of the premises.

39. The Licencee shall submit the passport size photograph, ID proof along with specimen signatures.

40. The Director Transport, UT., Chandigarh reserves every right to accept or reject any bid without assigning any reason.

41. On the termination of licence under any of terms and conditions of the licence:-

    i) The Licensee will deliver the vacant possession of the Canteen/ premises in its original state to the licensor, failing which the Canteen/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/loss, if any, to the premises or fixtures shall be recovered from the licensee.

    ii) The amount of security lying at the credit of the licensee after adjusting all the dues shall, however, be refunded to him.

(Note: Affidavit/undertaking to be furnished on non-judicial stamp paper of Rs. 15/- duly attested by the Executive Magistrate/Notary Public).

1. I, Sh. _____ S/o Sh. _____
   Working as _____of the firm namely M/s. _____are duly authorized to apply for this Quotation/Tender.

2. I, the undersigned, have read and understood the above detailed terms and conditions as well as Quotation/tender Notice and undertake to abide by them.

3. I undertake that the I/my firm/bank/company has not been blacklisted/ prosecuted by the Department of Govt. of India or any State Govt. or any Union Territory or any Public undertaking/Court of law.

Signature of the Tenderer

Name of the Tenderer _____
(IN CAPITAL LETTER)

Address _____

PAN No./TAN No._____

Mobile No. _____

Email I.D._____

Note: The Terms and conditions duly signed by the bidder & draft/FDR of Rs.8500/- (EMD) should be placed in a separate sealed cover superscibed EMD & signed terms and conditions.

OFFER/PRICE BID

I, the undersigned _____ S/o Shri _____ on behalf of M/s _____ of which I am a partner/ proprietor/Director/Manager _____ (please tick mark) hereby submit my offer as under:-

1. I am duly authorized to submit this Offer/Price Bid.
2. I have read all the Terms and Conditions etc. in detail and on the basis of my full study of the above mentioned terms and conditions and Quotation/Tender Notice, I undertake to run the business at canteen exactly in accordance with the above said terms and conditions and abide by them.
3. I undertake that I/my firm/company has not been blacklisted/prosecuted by the Department of Govt. of India or any State Govt. or any Union Territory or any Public undertaking/Court of law and nothing outstanding payment against me from any State /UT/Central Govt/Court of law.
4. I undertake to pay to Chandigarh Transport Undertaking, a licence fee per month plus taxes as applicable and electricity charge/water charges as fixed by the department as below with annual increase of 10% in the licensee fee for a period of three years:
   a) **Offer for monthly licence fee for Canteen, CTU, Workshop Depot No.III, Sector-25, Chandigarh Rs._____/- (Rupees:_____ _____only)**

Signature of the BIDDER
Name of the Bidder_____
Address _____
PAN No./TAN No._____
Mobile No. _____
Email I.D._____)

Note: 1.The Offer/Price Bid should be kept in a separate sealed cover superscribed **OFFER/ PRICE BID.**

2. There should not be any cutting or overwriting in the offer/price bid form, photocopy /typed form can also be used in case of damage or cutting etc.
3. In case of difference in the bid amount expressed in figures and words, the amount expressed in words will be considered.