OFFICE OF THE DIVISIONAL MANAGER, CTU & DIRECTOR TRANSPORT
UNION TERRITORY, CHANDIGARH.
(Plot No. 701, Industrial Area Phase – 1, Chandigarh)

e-TENDER NOTICE

Chandigarh Transport Undertaking (CTU) invites e-tenders (on-line tenders) from the individuals/Companies/firms etc for the allotment of Shops/premises at ISBT, Sector 17, Chandigarh on license basis for a period of 3 (Three years) on the terms and conditions specified by the Chandigarh Transport Undertaking, Chandigarh. These Shops/premises will be allotted on "As is and where is" basis. No extra facility will be provided at any later stage. The Shops/premises can also be inspected by the bidders during office hours on any working day by contacting General Manager, ISBT-17/Assistant Controller (F&A)/ Station Supervisor, ISBT-17/Care Taker (Bus Stand) Chandigarh. The bidders are advised to inspect the premises as mentioned at Annexure 'A' to the tender documents on the website and only after inspection; they may quote their rates after going through the reserve price.

1. Tenderers are required to quote their rates per month for a period of 3 (Three) years with annual increase of 10% of the immediately preceding monthly license fee.

2. Each Tenderer must submit EMD in physical form a FDR/Bank guarantee for each shops/premises separately as mentioned at Annexure 'A' to the tender documents on the website as drawn on any Scheduled bank at Chandigarh with validity of 60 days beyond of the opening of bid (Total validity of 240 days) in favour of the Director Transport, U.T., Chandigarh in the office of Divisional Manager, CTU & Director Transport, U.T., Chandigarh, Plot No. 701, Industrial Area, Phase-I, Chandigarh on or before **06.09.2019 upto 14.00 hours**. Tenders without submission of Earnest Money Deposit through FDR/ Bank guarantee in original/physical form within the stipulated date and time shall not be considered and shall be rejected out rightly. Tender received without requisite EMD shall not be considered and rejected straightway.

3. The tenderers can download the detailed bid documents/detailed terms & conditions of e-tender from the website i.e. http://chandigarh.gov.in or http://chdctu.gov.in. or http://etenders.chd.nic.in/nicgep/app. Tender documents completed in all respect duly signed on each page must be uploaded on the above said website on or before **06.09.2019 upto 14.00 hours**. The tenders shall be opened on the same day at 15.00 hours. Financial bids of only those bidders will be opened who qualify the technical bid and the date for which will be intimated later on. No tender shall be accepted in physical form under any circumstances.

4. The Director Transport, U.T., Chandigarh shall have every right to (a) cancel/ withdraw/amend the advertisement or extend the due date at his sole discretion or (b) accept or reject any tender without assigning any reason.

5. The tenderers can approach the Nodal Officer, e-tendering, CTU Chandigarh on any working day between 9.00 am to 5.00 pm in case of any query/clarification regarding e-tendering process (Phone No. 0172-2679003 Extn. 216) or Helpline No. 0172-2740641 of Department of Information Technology, Chandigarh Administration, Sector-9-D, Chandigarh.

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

ANNEXURE-'A'

Sr. No.	Shop No.	Trade of Shops/ premises	Size of Shop	Status of shop/date of possession of shop	Reserve Price per month excluding taxes (Rs.)	Earnest Money Deposit (EMD) (Rs.)
1	45	Fruit/Fresh Fruit/Packed Juice Shop	7 feet x 8 feet	With immediate	1,02,220/-	1,10,500/-

ELIGIBILITY CRITERIA

i) Chandigarh Transport Undertaking (CTU) invites e-Tender (online) from the individual/Companies/firms etc. for the allotment of Shops/premises at ISBT, Sector 17, Chandigarh on licence basis for a period of 3 (Three) years. The Shops/premises at ISBT, Sector 17 can also be inspected by the bidders during office hours on any working day by contacting General Manager, ISBT-17/Assistant Controller (F&A)/Station Supervisor, ISBT 17 and Care Taker (Bus Stand) Chandigarh. The bidders are advised to inspect the premises and only after inspection, they may quote their rates.

ii) The individual/firms/Companies/Agency/firm who are debarred/blacklisted/ prosecuted by the Chandigarh Administration/any State/Central Govt. Bodies/ Undertakings /Court of law need not apply.

iii) The bidder shall submit an undertaking on stamp paper of Rs.15/- that he/she/his firm has not been blacklisted by Chandigarh Administration or any other authority to participate in the tender (as per specimen enclosed to the tender documents).

iv) E-bids are invited for trade/activity as mentioned against the above shops/premises as per detail mentioned at Annexure-'A' to the tender documents on the website on the licence basis on the terms and conditions of DNIT/Tender. The Tenders are invited in three ways tendering process i.e. Bid Security/EMD, Technical Bid and Financial Bid separately. The interested agencies/parties/firms would mention of their Trade/activity in the Technical bids, which would be evaluated by a Technical Evaluation Committee Consequently, Technical bid will be opened only of those bidders whose bid security is found correct. 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 premises 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.

Financial Bids of only those agencies/firms will be opened whose Trade as mentioned in the Technical Bid is found to be in order and technically suitable based upon assessment made of credentials etc of the tenderer i.e. it is not or detrimental to the financial/operational interest of CTU. The said decision shall be binding in all respect on the Tenderers. Bids below the minimum reserve licence fee/price as per Annexure 'A' to the tender documents on the website shall not be accepted at any circumstances and as such the license fee is to be determined as per the highest bid. In case successful bidder backsout, the CTU will be liberty to consider the claim of H2 and to consider offering the allotment of contract of any premises at the rate quoted by the highest bidder.

v) Conditional/telegraphic tender/tender received through fax, tenders without earnest money and receiving after due date and time and submitted not on the prescribed form shall not be entertained

vi) The e-Tender must be accompanied by the scanned copy of the same. Original FDR/Banker Guarantee should be physically submitted by the tenderer on or before the stipulated date and time as mentioned in the tender notice and downloading of technical bid to the office of Director Transport, U.T., Chandigarh. Earnest money shall not be accepted through cheque. Any amount lying with the CTU on any other account will not be allowed to be adjusted against the EMD for the present tender

vii) The bidder shall furnish the copy of valid Income Tax Returns of last two years with the technical bid.

viii) The bidder shall furnish the attested copy of PAN Card with the technical bid.

ix) The validity of the tender is 180 days from the date of opening of the technical bid of the tender.

(B) <u>GENERAL TERMS AND CONDITIONS:-</u>

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. The licensee shall regularly pay the monthly license fee online in advance through the website of CTU i.e. **chdctu.gov.in** 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 license fee per day will be imposed till the license fee is paid. In case, the payment is to be made by Demand Draft, the same shall be deposited on or before 7th every month. No payment will be accepted through cheque in any case. However, the Director Transport reserves the right to decrease/waive off the penalty upon the satisfactory reasons of the case for delay in paying rent.

3. In addition to the monthly licence fee, the licensee shall pay the electricity charges by installing the electricity meter from the electricity department on his own within one month from the date of possession of site or shall deposit the electricity charges @ Rs. 6/- per unit as fixed by the department at the time of depositing the licence fee to the CTU. 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. The security deposited by the licensee with the Chandigarh Transport Undertaking shall be released after producing the “No Due Certification” (NDC) from the Electricity Department as well as from CTU in respect of payment of electricity/water bills of the premises.

4. 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 along with interest thereupon and the bidder shall be black listed for any future contract. Further, the individuals/Companies/Institutions/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:-
    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 DNIT/Tender.

5. In case, the successful bidder back out, the CTU will be at liberty to consider offering the allotment of contract of any premises/shops at the rate quoted by the highest bidder and the Director Transport, UT, Chandigarh reserves the right to consider/accept/reject the bid without assigning any reasons.

6. The licensee at the time of execution of agreement/license deed shall furnish a security deposited equal to four (4) monthly instalment of rent Plus the security increased correspondingly with the increase of the rent of every year during the contract period in the form of FDR from any scheduled bank at Chandigarh duly pledged in favour of the Director Transport, U.T., Chandigarh with its validity of 39 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 he hands over the vacant possession of the premises in original state to the Director Transport, U.T., Chandigarh on the expiry of the licence/contract.

7. The licensee shall take possession of the premises within fifteen days of the award of letter of intent (LOI), however licence fee shall be charged from the date of actual possession or the last day of expiry of 15 days from the date of issue of letter of intent (LOI), whichever is earlier.

8. The licensee shall take the possession of the shops/premises on “As it where is basis”.

9. The licensee shall not directly or indirectly sublet the contract to any other person/firm in any manner. In default thereof, the licensee will be prosecute in the court of law within jurisdiction.

10. The licensee shall be responsible for providing furniture/infrastructure in the premises as per his requirement at his own and shall also renovate the premises at his own level and cost during the currency of contract.

11. The licensee shall be responsible to protect the Govt. property in his/her possession during the license period from any damage or loss and shall be responsible for proper hygienic condition and maintaining perfect cleanliness in and around the premises. 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.

12. The licensee shall not use the premises at the ISBT, Sector 17, Chandigarh only for the purpose other than for which license has been given.

13. The licensee shall pay all the Central, State and local taxes for the time being imposed or assessed by the Competent Authority or levied in future from time to time including payment of stamp duty and or registration fee prescribed by the Competent Authority on the registration of Licence/Agreement deed.

14. The licensee shall obtain all the required permissions/licence from concerned authorities for running their business at the premises/sites at his own level and shall obey all the rules/regulations applicable from time to time in this regard.

15. The licensee shall not be allowed extension of counter/additional space in any circumstances and shall not make any addition or alteration in/at the premises without the consent/approval of the Director Transport, UT, Chandigarh.

16. The licensee shall ensure good behaviour of him and his employees/servant with the public.

17. The particulars of successful bidder and all his agents (to be supplied by the successful bidder) shall be furnished to the Inspector General of Police, UT, Chandigarh for their verification of antecedents.

18. The Director Transport, UT., Chandigarh can allot any number of Shops/premises at ISBT, Sector 17, Chandigarh.

19. No obnoxious trade shall be carried on in the premises. No other illegal activity shall be allowed to be carried by the licensee and in case of such eventuality all the responsibility or legal obligations fall upon the licensee.

20. Children below 18 years of age will not be employed under any circumstances.

21. The overcharging shall lead to invoking of penalty clause and repeated incidence of overcharging may lead to cancellation the contract also.

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

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

24. The licensee shall also provide the drinking water taps/electric fittings and in case these /fitting go out of order, shall replace the same immediately at their own. The licensee shall be called upon for repair the premises in case it is found that the premises requires repair. It shall be the responsibility of the licensee to renovate the site/shop immediately at their own cost.

25. The licensee 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.
26. 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.

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

28. In case the area of operation is increased or decreased, the license fee can be accordingly increased or decreased on pro- rata basis by the Director Transport, U.T., Chandigarh.

29. The Licensee will be required to sign an agreement within 15 days from the date of possession of the site containing all the detailed terms and conditions.

30. The Licensee shall submit a passport size photograph along with specimen signatures duly attested by the Gazetted Officer or Notary Public and ID proof of himself and all his manpower deployed on allotted site. No unauthorized person to be deployed by him.

31. The licensee of the concerned shops/premises shall be liable to deduct the EPF/ESI from the salary of his/their employees by following the instructions of the EPF/ESI department and shall be deposited to the concerned quarter as per the guidelines and instructions of the EPF/ESI department.

PENALITIES/TERMINATION OF CONTRACT.

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

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

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

35. On the termination/cancellation of the licence in accordance with above Clause, the licensor may in addition to resumption of the premises, forfeit the whole or part of the security amount deposited by the licensee along with interest thereupon.

36. The licensee may terminate the licence deed by giving 90 days clear notice in writing. However, the licensee shall continue to provide the possession of shop as here to till alternative arrangement is made by the licensor.

37. The licensee shall deliver the vacant possession of the premises to the Director Transport, UT., Chandigarh on the expiry or termination of the license.

38. On the termination of license under any of terms and conditions of the license:-

    i) The Licensee will deliver the vacant possession of the shop in its original state to the licensor, failing which the shop 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 security lying at the credit of the licensee after adjusting all the dues shall, however, be refunded to him.

39. **ARBITRATION**

All disputes or differences arising out or in any way touching or concerning the deed whatsoever shall be dealt in accordance with the Arbitration and Conciliation Act 1916 as amended under therein from time to time.

40. **JURISDICTION**.

Any dispute or differences or claim etc shall be subject to the exclusive jurisdiction of the Hon'ble Courts situated at Chandigarh only. No other Court shall have the jurisdiction to entertain or try any matter concerning this tender.

(C) IN ADDITION TO ABOVE, THE FOLLOWING TERMS AND CONDITIONS ARE ALSO APPLICABLE FOR THE GENERAL STORE WITH EATABLE ITEMS (EXCEPT HARD FOOD):-

1. The rates of the articles to be sold in the premises shall not be unreasonably high and shall be fixed in consultation with the department and the same shall be prominently displayed in the premises as per satisfaction of the Department.

2. The rates of (Non MRP) items to be sold in the Shops shall be fixed in consultation with department. The rates should not be charged above such fixed rate in any manner and the same shall be increased or decreased in consultation with the office of the Director Transport, U.T., Chandigarh.

3. The licensee shall only use the vending machine for making the tea/coffee/soup in the shop/premises (as the case may be).

4. The licensee shall use the pre-cooked items only. There shall be no use of any type of flame/cooking gas/Stove/frying oil etc for cooking purpose in the shop as no kitchen shall be permitted at the premises. No preparation of any kind of food items shall be allowed at the allotted premises/shops.

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

6. No breakfast, lunch & dinner/hard food (Cooked or Pre-cooked) will be served at the shop/premises.

Note:-HARD FOOD MEANS THE BREAKFAST, LUNCH AND DINNER ITEMS i.e. PARANTHA, OMELETTE, CHAPPATI, DAL, SABJI, VEG/ NON-VEG etc. (Both COOKED OR PRE-COOKED).

(D) IN ADDITION TO ABOVE, THE FOLLOWING TERMS AND CONDITIONS ARE ALSO APPLICABLE FOR THE GENERAL STORE WITHOUT EATABLE ITEMS:-

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

2. The rates of items to be sold in the Shops/premises shall not be unreasonably high and shall be fixed in consultation with department or the rates should not be charged above MRP in any manner.

3. The licensee shall only be allowed to sell the goods/items at the premises except eatable items.

4. The licensee shall sell the items at the General Store (without eatable items) at his own risk and cost after taking into consideration the business at the spot/sites/Locations at ISBT-17, Chandigarh and he/she will not allowed at the

premises/shop (General Store without eatable items) to sell the eatable items at any circumstances.

5. The licensor shall not be responsible at any manner in case of loss/damages/ failure of business of the licensee due to any reason.

(E) Specifications of the General Store (without eatable items):- The licensee of the General Store can sell any items except eatable items. i.e. garments, maniary items, gift items, mobile accessories, Computer accessories, STD/PCO, Photostat, Lamination, bags, leather items, clothes etc. etc. but he will not be allowed to sell any type of eatable items at the shop.

(F) Specifications of the General Store (with eatable items) (Except Hard Food):- The licensee of this shop can sell all types of eatable items i.e. tea, soft/cold drinks, coffee, ice cream, sweets, bakery products, fast food items etc. etc. but except hard food. **Hard food means the breakfast, lunch and dinner items i.e. parantha, omelette, chappati, dal, sabji, veg/non-veg etc. (both cooked or pre-cooked).** The licencee will not be allowed the preparation at any type of the eatable items at the shop in any manner. As such he will sell pre-cooked items only. In case of tea & coffee, the licensee will use only the **Vending Machine**/ electrical appliances. Any type of flame will not be allowed at any of the shops at ISBT-43/17 (except Fast Food Centre, Restaurant, Dhaba and Food Courts) as the kitchen has already been provided in the Fast Food Centre, Restaurant, Dhaba and Food Courts only.

UNDERTAKING BY THE BIDDER ON STAMP PAPER OF Rs. 15/- DULY ATTESTED FROM THE EXECUTIVE MAGISTRATE 1ST CLASS/NOTARY PUBLIC.

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

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

3. I under that the I/my firm/bank/company/firm has not been blacklisted prosecuted by the Central/UT/State Government/ undertaking/Board/ Corporation/Authority/ Court of Law.

4. I undertake that that I/My firm/Bank/Company/Firm have been blacklisted /prosecuted by the Central/UT/State Government/Undertaking/Board/ Corporation /Authority/Court of Law and **presently (on the date of submission of the tender) the effect of Blacklisting and prosecution is complete/over.**

5. I hereby undertake and declare that no criminal proceeding is pending against the undersigned/tenderer/firm/company anywhere in India and no dues/ outstanding of any of the Central/UT/State Government/Organization/Boards /Corporation against the tenderer/deponent/firm/company at the time of applying this tender.

Signature of the Tenderer
Name of the Tenderer _____

(In Capital Letter)

Address _____

Tel/Mob No. _____

Email Address._____

PAN/TAN No. _____