SHORT TERM e-TENDER NOTICE

GOLDEN OPPORTUNITY TO ADVERTISE ON CHANDIGARH TRANSPORT UNDERTAKING BUSES
(Plot No. 701, Industrial Area Phase – I, Chandigarh

Chandigarh Transport Undertaking (CTU) invites e-tenders (online tenders) from the reputed & established advertisement agencies/individuals/companies/firms etc ., for advertisement rights on buses for various routes plying within Chandigarh and on Inter State routes on the terms and conditions specified by the Chandigarh Transport Undertaking against premium per bus per month that could be paid to the Chandigarh Transport Undertaking. The spaces/areas provided in the buses for advertising include side panels and the back spaces reserved at the disposal of the Director Transport, Chandigarh for the Govt. advertisements.

1. Tenders are required to quote their rates per bus per month for 275 buses including Mini A.C. buses in the beginning of the contract, plying within Chandigarh and on various Inter State routes which should be increased/decreased, for a period of 2 (two) years. Bids received for partial number of buses and for shorter periods i.e. less than two years shall be rejected straightaway.

2. Each tenderer must submit in physical form bank demand draft for Rs. 20.00 Lac (Rupees Twenty Lakh only) as Earnest Money drawn on any scheduled bank at Chandigarh in favour of Director Transport, U.T., Chandigarh in the office of Director Transport, U.T., Chandigarh, Plot No. 701, Industrial Area, Phase I, Chandigarh on or before **14-11-2014 upto 14.00 hours**. Tenders without submission on Earnest Money Deposit through bank draft in physical form within the stipulated date and time shall not be considered and shall be rejected out rightly.

3. The tenderers can download the detailed bid documents from the website of Chandigarh Administration i.e. 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 **14-11-2014 upto 14.00** hrs. The technical bid shall be opened on **17-11-2014 at 14.00 hours**. Financial bids of only those bidders will be opened who qualify the technical bids and the date for which will be intimated later on. No tender shall be accepted in physical form under any circumstances.

4. The number of buses can be increased or decreased depending upon the induction of new buses or phasing out of old fleet.

5. The Director Transport, U.T., Chandigarh shall have every right to accept or reject tender without assigning any reason.

6. The tenderers can approach Mr. Hardev singh (Mobile No. 09888536447 Nodal Officer, e-tendering, CTU Chandigarh on any working day between 9.00 am to 5.00 pm in case 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.

Director Transport,
Chandigarh Transport Undertaking
U.T., Chandigarh.
Ph. No. 0172-2679002

TERMS AND CONDITIONS

Chandigarh Transport Undertaking (CTU) invites e-tender (on line tenders) from the reputed & established advertisement agencies/individuals/companies /firms etc. to display & advertise on its buses on various local and inter-state routes and offer on per bus per month basis in the form of amount of Premium to be paid to the Chandigarh Transport Undertaking, Chandigarh. The terms and conditions are as under:-

1. The contract shall be for a period of two years from the date of issue of allotment letter by the Chandigarh Transport Undertaking, Chandigarh. Chandigarh unless terminated earlier in accordance with the terms and conditions of the contract.

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

3. e-Tenders are to be submitted under two ways e-tendering process i.e. Technical Bid and Financial 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 reserves the right also to inspect the existing similar business 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 any those tenderers who are found technically suitable based upon assessment made of credentials etc of the tenderer.

4. The bidder shall furnish Earnest Money Deposit (EMD) or Rs. 20.00 lakh (Rupees Twenty Lakh only) by way of Demand Draft drawn on any scheduled bank at Chandigarh in favour Director Transport, U.T., Chandigarh in the office of Director Transport, U.T., Chandigarh, Plot No. 701, Industrial Area, Phase I, Chandigarh. The EMD of the unsuccessful bidders shall be returned after opening of the tender. 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 blacklisted for any future contract. Further, the firm/companies/bank will be liable to be blacklisted as per Chandigarh Administration, Finance Department Notification No. 1927-F&PO (3)-2009 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.

5. The Contractor, so selected shall be required to pay regularly the monthly amount of premium along with Service Tax 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 Director Transport, UT., Chandigarh failing which a penalty at the rate of 1% of the outstanding dues per day will be imposed till the outstanding dues are paid.

6. The Contractor, at the time of execution of the agreement, shall furnish a interest free security deposit equal to four months amount of premium in the form of FDR from any scheduled bank at Chandigarh duly pledged in favor of the Director Transport, U.T., Chandigarh for the due and faithful performance of the terms and conditions of the agreement and further furnish enhanced security if No. of buses increased more than 275 and the contractor is liable for paying the same. The security deposit will be valid for the period of contract + 60 days over the contract period.

7. The number of buses is 275 in the beginning of the contract, plying within Chandigarh and on various Inter State routes. The Director Transport, Union Territory, Chandigarh reserves the right to use certain number of buses i.e. (not more than 10%) for display of Govt. Advertisement departmentally for which no claim shall be payable to the contractor. The premium in the beginning of the contract will be payable for all the 275 buses irrespective of the number of actual buses made available (which will not be less than 250) by the Chandigarh Transport Undertaking or the number of actual buses uses for advertisement by the Contractor and if No. of buses increased more than 275, then the premium will be payable accordingly and the contractor is liable for payment of these buses.

However, the General Manager will provide details of buses plied during the month immediately to the Care Taker Branch by 5th of following month to receive the payment from the contractor according to the actual buses run during the period to avoid the adjustment at the later stage.

8. The New 250 number buses are proposed to be inducted by the CTU and rate for the advertisement of New buses will be charged from the date of inception of buses in CTU as the same may not be available on the date of the commencement of the said contract and the contractor is liable for payment of these buses.

9. (a) The contract for the time being relates to the display of advertisement on the 275 Chandigarh Transport Undertaking buses, provided that, if in a particular month during the currency of this contract, the number of buses (excluding condemned buses taken off the road) exceeds the number given above, the contractor shall, in addition to the premium for that month, pay the Director Transport, Union Territory, Chandigarh, an additional amount equivalent to the monthly premium agreed upon, per additional bus per month. Provided further, if in particular month during the currency of this contract, the number of buses falls below 250 for any reason beyond the control of the CTU or as a result of any new

development, the contractor shall also be entitled to claim rebate for that month at the same rates.

(b) Payment of such additional premium shall be made by the contractor to the Director Transport, Union Territory, Chandigarh within ten days of the demand raised by CTU. In case the payment of this additional premium is not made on or before the due date, the contractor shall be liable to pay along with the said additional premium, penalty equal to 1% of such amount.

10. The contractor shall not display any material, which may be considered objectionable by the Director Transport, Union Territory, Chandigarh. The contractor shall be solely responsible for any legal liability arising out of or relating to the Advertisement, and/or such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, unfair competition, defamation, invasion of privacy or right or any other right of any person or entity. In case of dispute arising from the objections raised by the Director Transport, Union Territory, Chandigarh to the display of material, the matter shall be referred to the sole Arbitrator, the Secretary Transport, Chandigarh Administration whose decision shall be final and binding on the parties.

11. In case the display of advertisement on vehicles is not permitted under the laws of the any other State, the advertisement on the Chandigarh Transport Undertaking buses shall not be displayed on the entire route extending over Inter State routes in such States and the contractor shall not be entitled to any compensation whatsoever on that account.

12. Advertising material should be flex printed and pasted type to be fixed by SR998 Adhesive.

13. The space available and reserve price for display of advertisement on buses shall be as under:-

Sr. No.	**Space available (Side Panel only)**	**Reserve Price**
1	**Size : 5 feet x 2 feet (Both sides)**	**7200/-**

The contract shall cover the advertisement by pasting flex printed material only and shall not cover any advertisement made through electronic devices such as GPS etc., which may be installed by CTU in future.

14. The fixation and removal of the advertising material shall be at the risk and cost of the contractor. The contractor shall, on the expiry of contract shall remove the advertisement material and hand over the vehicles in original shape to the Chandigarh Transport Undertaking on the last day of the contract.

15. The contractor shall not be entitled to claim any compensation on account of any interruption in the display of advertisement due to break down of any vehicle or any other unavoidable circumstances. Should the contractor's advertisement material be damaged, defaced, mutilated, or spoiled by reason of storm, floods, strikes, ordinary wear and tear, or any other cause, replacement thereof shall be allowed upon contractor's request during the currency of the contract without any liability or expense on the part of CTU.

16. The contractor or his one authorized representative shall be allowed a free pass for travel by the Chandigarh Transport Undertaking on local and other buses once a week for the supervision or checking of advertising material.

17. The display of advertisement of Tobacco/intoxicant/wine & liquor products etc. shall be subject to any directions issued by the Govt, of India and / or Chandigarh Administration from time to time. In case of banning of display of advertisement of Tobacco/intoxicant/wine & liquor products, the contractor shall not be paid any compensation or allowed reduction in monthly premium.

18. If the contractor commits a default or breach of any of the terms and conditions of the agreement/Contract, the Chandigarh Transport Undertaking shall be entitled to forfeit, in full or part, to such an extent as may be deemed reasonable and necessary, security deposit of the contractor after giving 15 (fifteen) days notice of such default or breach of the condition. In addition, Director Transport, Chandigarh Administration shall without prejudice to other rights under the contract and the remedies available there under, will be entitled to terminate the contract and to re-auction/tender it within a reasonable time after serving one month notice on the contractor and to recover from the contractor, the amount of any consequential loss involved along with expenses incurred by the Chandigarh Transport Undertaking in re-auctioning/ re-tendering the contract. The contractor shall not, however, be entitled to claim back from the Chandigarh Transport Undertaking the amount offered over and above the contract money, in case of re-auctioning/re-tendering for the un-expired period of the old contract.

19. The contractor shall pay all the Central, State and Local taxes including the service tax, fees and levies for the time being imposed or assessed by the competent authority or levied in future from time to time. However, the advertisement fee has been exempted by the Municipal Corporation, Chandigarh in respect of advertisement of CTU buses in Chandigarh and therefore the contractor shall not be liable to pay the advertisement fee to the Municipal Corporation, Chandigarh to the extent.

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

21. The contractor shall not directly or indirectly assign sublet or part with the contract to any other person/firm in any manner.

22. The contractor will indemnify the Chandigarh Transport Undertaking and save 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 contractor including, but not limited to, liability or infringement of trademarks, trade names, copyrights, invasion of rights of privacy, defamation, illegal competition or trade practices, failure to pay, as well as all reasonable costs, including litigation charges/fees, in defending or bringing any such action or actions.

23. All disputes or difference arising out or in any way touching or concerning the contract what so ever, 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 is to deal with matters to which the agreement relates and that in the course of the these duties as such the Govt. servant has expressed views on all or any of the matters in dispute or differences. The award of such Arbitrator shall be final and binding on the parties to the agreement.

24. The amount quoted per bus per month in the prescribed Performa of “Offer/Price bid” given in this tender document shall be firm and shall not be subjected to any exchange variations, labour conditions, and fluctuations in railway freight, taxes, and any conditions whatsoever.

25. The Director Transport, Union Territory, Chandigarh reserves every right to accept or reject any tender without assigning any reason.

UNDERTAKING BY THE BIDDER

1. I, Shri _____S/o Shri _____ working as _____ for 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 (Clause 1 to 25) as well as Tender Notice and undertake to abide by them.

3. I undertake that I/my firm has not been blacklisted by the Department of Govt. of India or any State Govt. or any Union Territory or any Public Undertaking.

(Signature of the bidder)
Name _____
Address _____
_____
Tele No. _____