**P=-OFFICE OF THE DIVISIONAL MANAGER, CTU & DIRECTOR TRANSPORT**
**UNION TERRITORY, CHANDIGARH.**

**(Plot No. 701, Industrial Area Phase – 1, Chandigarh)**

No. **5619**/CT/CTU/2021,
Dated: **02.08.2021**

## e-TENDER NOTICE

Chandigarh Transport Undertaking (CTU) invites e-tenders (on-line tenders) from the individuals/Companies/firms/Organizations etc for the allotment of Shops/Premises at ISBT, Sector-43, Chandigarh on license basis/ on monthly rental basis for a period of 6 (Six) 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 Station Supervisor, ISBT-43 (Mob: 9914383590)/any authorized official by S.S., CTU, Chandigarh. The bidders are advised to inspect the premises as mentioned at **Annexure 'A'** on the website to the tender documents 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 6 **(Six) years** with annual increase of 5% (Five percent) of the immediately preceding monthly license fee/ rent. However, the shop/ premises is to be allotted immediately on finalization of the tender or date mentioned against each shop/premises at **Annexure-'A'.**

2. Each Tenderer must submit EMD in physical form in the shape of FDR/Bank guarantee for each shop/premises separately as mentioned at **Annexure 'A'** on the website to the tender documents 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 Director Transport, U.T., Chandigarh, Plot No. 701, Industrial Area, Phase I, Chandigarh on or before **17.08.2021 upto 14.00 hours**. Tenders without submission of Earnest Money Deposit through FDR/ Bank guarantee in physical form within the stipulated date and time shall not be considered and shall be rejected out rightly. No exemption for submission of EMD is allowed.

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.

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.

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For Assistant Controller (F&A),
Divisional Manager CTU &
Director Transport,
U.T., Chandigarh.

# CHANDIGARH TRANSPORT UNDERTAKING

***Office of the Director Transport, UT, Chandigarh,***
***Plot No.701, Industrial Area Phase-1, Chandigarh.***

**REQUEST FOR PROPOSAL/e-TENDER FOR THE ALLOTMENT OF SHOPS/ PREMISES AT ISBT-43 CHANDIGARH ON MONTHLY LICENCE/ RENTAL BASIS.**

**August- 2021**

**Director Transport,**
**Chandigarh Transport Undertaking,**
Plot No. 701, Industrial Area Phase-1,
Chandigarh
Tel No: 0172-2679003
E-mail: ctu-chd@nic.in

## 1. Scope of work:-

The Chandigarh Transport Undertaking (CTU), Chandigarh is having shops/ premises at Inter State Bus Terminus, Sector-43, Chandigarh and intends to allot these Shops/premises on monthly rental/ licence basis for a period of 6 (Six) years for the facilities to the General Public on the terms and conditions as mentioned herein. Chandigarh Transport Undertaking (CTU) invites e-Tender (online) from the individual/Companies/firms/Agency/ Organizations for the allotment of these Shops/premises as per Annexure-A to the tender documents. The Shops/premises at ISBT, Sector-43 can also be inspected by the bidders during office hours on any working day by contacting Station Supervisor (Mobile No.99143-83590), ISBT-43 and Care Taker (Bus Stand), CTU, 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.

The interested parties can apply for the bidding on or before the last date and time as mentioned in the tender notice/ tender documents. The terms and conditions of the bidding can be seen on the website of Chandigarh i.e. **http://etenders.chd.nic/nicgep/app or http://chandigarh.gov.in or http://chdctu.gov.in**.

## 2. QUALIFICATION CRITERIA.

The tenderer (s) should submit their tender in three parts i.e. i) Bid security/ EMD, ii) Technical Bid (iii) Financial Bid**.**

## 2.1 TECHNICAL QUALIFICATION CRITERIA

2.1.1 The bidder should be individual/Companies/firms/Agency/Organizations for the allotment of these Shops/premises as per Annexure-A to the tender documents.

2.1.2 The bidder must have PAN/TAN/GST number as issued by the Competent Authority or have applied for before the date of application/submitted bid. The bidder should have in possession of GST Certificate or have applied for before uploading the bid. However, Allotment (LOI) will be issued only after submission of copy of GST certificate failing which bid will be cancelled and EMD will be forfeited.

2.1.3 **In case of Restaurant/ Food Court/ Fast Food Centre/dormitory only** --The bidder should have minimum experience of two years in the relevant field of running food outlets i.e. as the same trade/ field as the fast food centre/ Restaurant/dormitory/ guest house (copy of which as proof of experience alongwith work satisfactory certificate should be attached).

2.1.4 **In case of Restaurant/ Food Court/ Fast Food Centre only** --The licensee should have Food License certificate from the competent authority in respect of business i.e. Restaurant/ Food Court/ Fast Food Centre. The tender without above these documents shall liable to be rejected straightway.

2.1.5 The bidder should have EPF/ESI/GST registration number (as required under relevant rules) in case of the bidder is having more than 20 person at the allotted premises/site.

## 2.2 FINANCIAL QUALIFICATION CRITERIA:-

2.2.1 The bidder should have valid income tax return for the last three year ending on 31.03.2018, 31.03.2019 & 31.03.2020. **(Copy of which should be attached with the technical bid online).**

## 3.0 DOCUMENTS TO BE ATTACHED WITH THE BID:-

The bidder will upload the scanned copy of the following:-

1. The copy of valid Income Tax Returns of last three years with the technical bid.
2. The self attested copy of TAN/PAN Card/GSTIN/Acknowledgement of application for GST with the technical bid. The bidder should have in possession of GST Certificate or have applied for before uploading the bid. However, Allotment (LOI) will be issued only after submission of copy of GST certificate failing which bid will be cancelled and EMD will be forfeited.
3. Each page containing terms and conditions of the tender should be signed by the bidders/ Tenderers with stamp of the firm and thereafter scanned copies thereof be uploaded on the website with technical bid.
4. The scanned copy of an undertaking on non judicial stamp paper of Rs.15/- that he/his/firm has not been blacklisted/ debarred/ prosecuted by Chandigarh Administration or any other authority/ courts of law to participate in the tender. (the specimen is attached as Annexure-B. The undertaking in original shall be deposited physically alongwith the original FDR/Bank Guarantee and the EMD on time in original to this office in a sealed cover super scribed in bold letters **"TENDER FOR THE ALLOTMENT OF SHOP No. 4, ISBT-43, Chandigarh"** on or before the stipulated date & time mentioned in the tender documents.
5. Earnest Money Deposit (EMD) and submit documentary evidence with the technical bid online. However, the EMD in original shall be deposited physically to this office in a sealed cover super scribed in bold letters **"TENDER FOR THE ALLOTMENT OF SHOP No. 4, ISBT-43, Chandigarh"** on or before the stipulated date & time mentioned in the tender documents
6. The bidder must submit the experience certificate with satisfactory remarks. **(Applicable in the case of food court/Restaurant/ Dormitory only).**
7. The bidder must submit the copy of food licence certificate issued by the Competent Authority. **(Applicable in the case of Restaurant/ food court only)**
8. The bidder shall furnish the copy of balance sheets in the same trade/ field duly attested by Charted Accountant for the last three years. **(Applicable in the case of Restaurant/ food court/Dormitory only).**
9. Copy of registration certificate of EPF/ESI (as required under relevant rules) **in case of the bidder is having more than 20 person at the allotted premises/site.**

**Note:-** i) Tender received without requisite EMD in shape of FDR in physical form and required documents online as per tender/ RFP shall not be considered and rejected straightway.

ii) No tender (s) shall be accepted physically at any circumstances.

## 4.0 BID SUBMISSION:-

**4.1 TECHNICAL BID:- All documents mentioned under clause 3 above be submitted duly signed by the bidder (s).**

4.1.1 The bidder/ tenderer (s) who has been debarred/blacklisted/prosecuted by the Chandigarh Administration/any State/ Central Govt. Bodies/ Undertakings /Court of law need not to apply. The affidavit in this regard is to be submitted duly notarized as a part of Technical bid.

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

4.1.3 The bids duly completed in all respect shall be uploaded on the e-procurement platform by the Bidders using their user ID and addressed to the Director Transport, UT, CHANDIGARH in the manner as described in the tender documents on or before the stipulated date & time.

## 4.2 FINANCIAL BID:-

4.2.1 The bidder (s) should submit their price bid/financial bid online only as per the BOQ to the tender documents available on the website.

4.2.2. The bidder/ tenderer will offer their rates (licence fee/ rent) excluding all taxes, Govt. levies etc for the allotment of shop/ premises as per BOQ. Bids below the minimum reserve licence fee/price as per Annexure 'A' on the website shall not be accepted at any circumstances. As such, the license fee/ rent is to be determined as per the HIGHEST BID.

4.2.3. The taxes/GST on the licence fee/ rent will be charged as per Govt. instructions as applicable from time to time.

4.2.4 The Price Bid will only be opened of those bidders who will technically qualify during evaluation of their technical bids. For opening Financial Bid, the time and date will be intimated separately.

4.2.5 The Electricity / Water charges will be paid by the successful licencee (on actual consumption basis or fixed by the department).

## 5.0 EVALUATION OF BID:-

5.1 **The Tender shall be awarded to the tenderer, who quote the HIGHEST rate in the Price Bid, provided he fulfils all other terms and conditions of the tender documents.**

5.2 The tenders/bids will be opened in the presence of intending bidders/Tenderer (s) or their authorized representatives if they wish to be present at that time along with authorization letter.

5.3 E-bids are invited for trade/activity as mentioned against the above shops/premises as per detail mentioned at Annexure-'A' on the website to the tender documents on the licence basis/rental basis on the terms and conditions of DNIT/tender documents. The interested agencies/parties/firms would mention 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.

5.4 Financial Bids of only those agencies/firms/ bidder will be opened whose 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' on the website shall not be accepted at any circumstances. As such the license fee/ rent is to be determined as per the highest bid.

5.5 In case successful bidder H-1 backs out, the Director Transport, UT, Chandigarh will be at liberty to consider the claim of H2 and to consider offering the allotment of contract of any premises at the rate quoted by H2 bidder provided it is more than the minimum reserve price. The Director Transport, UT, Chandigarh reserves the right to consider/accept/reject the bid without assigning any reasons.

5.6 In case of successful bidders backs out, his/her earnest money shall be forfeited along with interest thereupon and the bidder will be blacklisted for any future contract as per Chandigarh Administration Finance Department Notification No. 1927-F&PO(3)-2009/1170, dated 27.02.2009.

## 6.0 IMPORTANT DATES OF BIDDING:-

i) Last date for submission/uploading bid: **17.08.2021 up to 2.00 pm**
ii) Date of opening the technical bid: **17.08.2021 at 3.00 pm.**
iii) Date of opening of Financial Bid Will be separately intimated.

Note:

In case the specified last date of opening of the bids is declared a holiday, the bids shall be opened on the next working day at the same time and venue.

## 7.0 EARNEST MONEY DEPOSIT (EMD).

i) Each Tenderer must submit Earnest Money Deposit (EMD) in physical form in the shape of FDR/Bank guarantee for each shop/premises separately as mentioned in **Annexure 'A'** to the tender documents, drawn on any Scheduled bank payable at Chandigarh in an acceptable form valid upto 90 days from the closing date of bid in favour of the Director Transport, U.T., Chandigarh in the office of Divisional Manager-cum-Director Transport, U.T., Chandigarh, Plot No. 701, Industrial Area, Phase I, Chandigarh on or before the stipulated date and time as mentioned in the Tender Notice. Tenders without Earnest Money Deposit shall not be considered and shall be rejected out rightly. Tender received without requisite EMD (as required as the case may be) shall not be considered and rejected straightway.
ii) The EMD of unsuccessful bidder will be returned back immediately after the finalization of Tender. The EMD of the successful bidder will be returned on receipt of the performance security and signing of agreement/ licence deed.
iii) The e-Tender must be accompanied by the scanned copy of the EMD. Original FDR/Bank Guarantee of EMD should be submitted in physical form by the tenderer on or before the stipulated date and time as mentioned in the tender notice.

iv) Earnest money shall not be accepted through cheque / Cash.

v) In case the successful bidder backs out, his/her earnest money shall be forfeited along with interest thereupon and the bidder will be blacklisted for any future contract as per Chandigarh Administration Finance Department Notification No. 1927-F&PO(3)-2009/1170, dated 27.02.2009.

vi) No tenderer is exempted from furnishing the Earnest Money Deposit (EMD) under any circumstances.

vii) Any amount lying with the CTU on any other account will not be allowed to be adjusted against the EMD for the present tender.

**8.0 BID VALIDITY.**

8.1 The bid shall remain valid and open for acceptance for a period of 180 days from the date of opening of tender.

8.2 In exceptional circumstances prior to expiry of the original bid validity period, the Licensor may request the Bidder for extension in the period of validity. A Bidder may refuse the request without becoming liable for forfeiture of EMD. However his bid may be rejected by the Licensor on such refusal. Moreover, the bidder agreeing to the request will not be permitted to modify his Bid.

**9.0 TERMS OF CONTRACT.**

***The contract/ licence shall be valid for 6 (Six) years from the date mentioned in the allotment letter to be issued by the Chandigarh Transport Undertaking, Chandigarh.***

**10.0 PERFORMANCE SECURITY-**

The licencee at the time of execution of agreement/license deed shall furnish a security deposit (performance security) equal to four (4) monthly instalment of rent/ license fee (last rent) in the form of FDR from any scheduled bank at Chandigarh duly pledged in favour of the Director Transport, U.T., Chandigarh payable at Chandigarh with its validity of 75 months. The security will be increased correspondingly with the increase of the rent in every year during the contract period. 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 handover the vacant possession of the premises in original state to the Director Transport, U.T., Chandigarh on the expiry/ completion of the licence/contract.

**10. SIGNING OF AGREEMENT/ LICENCE DEED.**

10.1 The successful bidder will be required to sign an agreement/ licence deed within 30 days from the date of possession of the site containing all the detailed terms and conditions.

10.2 The successful bidder/ licensee shall pay the stamp duty and registration fee as prescribed by the Competent Authority for the registration of Licence/Agreement deed.

**12. GENERAL TERMS AND CONDITIONS:-**

12.1 The license shall be for a period of six years with an annual increase of 05% (five percent) in the license fee from the date mentioned in the allotment letter to be issued by the Chandigarh Transport Undertaking, Chandigarh.

12.2 The licensee shall regularly pay the monthly license fee through online (website: ctuchd.gov.in) in advance on or before the 10$^{th}$ 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 2% of the outstanding license fee per month 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/Cash 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. Moreover further in case Competent Authority, UT, Chandigarh increased/decreased the penalty subsequently that will be applicable.

12.3 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 15 days 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. Licensee 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/ CTU in respect of payment of electricity bills/ water charges bill of the allotted premises.

12.4 The licence may be renewed/ extended by the Director Transport, U.T., Chandigarh after its expiry on such terms and conditions as may decide by the department or on mutual consent of the parties. But, the licensee shall not claim extension or renewal of licence as a matter of right.

12.5 In case, the successful bidder backs out, the Earnest Money Deposit shall be forfeited along with interest thereupon and the bidder shall be blacklisted for any future contract. Further, the tenderer/ bidder (s) 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 situations:-

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.

12.6 In case, the successful bidder H-1 back out, the Director Transport U.T. Chandigarh will be at liberty to consider the claim of H-2 bidder and consider offering the allotment of contract of any premises at the rate quoted by the H-2 highest bidder provided the bid is more than the minimum reserve price. The Director Transport, UT, Chandigarh reserves the right to consider/accept/reject the bid without assigning any reasons.

12.7 In case bidder withdraws its offer within the validity period, submit forged documents/fake documents or do unethical/un-business like activity, do not submit performance security, EMD/ performance security of the bidder will be forfeited and other punitive action, as deemed fit, will be taken.

12.8 The licensee shall take possession of the premises within fifteen days from the award of letter of intent (LOI)/ letter of allotment of premises, 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)/ allotment letter, whichever is earlier.

12.9 The licencee shall not directly or indirectly sublet the contract to any other person/firm in any manner.

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

12.11 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.

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

12.13 The licensee shall pay all the Central, State and local taxes, GST for the time being imposed or assessed by the Competent Authority or levied in future from time to time.

12.14 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 cost and shall also obey all the rules/regulations applicable from time to time in this regard.

12.15 The licensee shall not be allowed extension of counter/additional space in any circumstances and shall not make any addition or alteration in the premises.

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

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

12.18 No obnoxious trade shall be carried on/ in the premises.

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

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

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

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

12.23 The licensee shall also provide the drinking water taps/electric fittings where applicable and in case these taps/fitting go out of order/stolen, shall replace the same immediately at their own.

12.24 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. The licensee shall ensure good behaviour of him and his/her employees with Inspection officer at the time of inspection.

12.25 The licensee will indemnify 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.

12.26 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.

12.27 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.

12.28 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/ workers deployed on allotted site. No unauthorized person to be deployed by him.

12.29 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.

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

12.31 **In the case of Hall premises**- The licensee shall be responsible for providing furniture/infrastructure in space/hall for office purpose/sale-cum-exhibition/stores/dormitory as per his/her requirement at his own. The licensee may do any temporary partitioning at his own in order to use the premises for commercial purposes. But it will be mandatory for him to hand over the premises original shape at the time of handing over the premises. However, the licensee will not be allowed in any case to make any temporary toilet/pantry at his own level and will not disturb the plumbing/drainage pipes as provided by the Engineering Department.

12.32 The list of rates of the bed/room to be charged by the licensee in the Dormitories shall be displayed in the premises except in case of Drivers/Conductors (under roadways/STU staff) from whom Rs.100/- per day will be charged.

12.33 The licensor reserves the rights to inspect the premises at any time during the period of contract and if found unhygienic, the penalty will be imposed or the contract will be cancelled.

In case of non-availability of Roadways/STUs Staff, beds can be given to the general public also. However, first preference will be given to the Roadways/STUs staff for giving bed in the Drivers/Conductors Dormitory.

## 13. PENALITIES/TERMINATION OF CONTRACT/ LICENCE.

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

13.2 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.

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

13.4 On the termination 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 deposited by the licensee along with interest thereupon.

13.5 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. There will be no liability of Licencee Fee after the completion of 90 days from the date of acceptance of termination / application of surrender. It will be applicable even if the tender of CTU is not matured.

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

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

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.

**14 (A)** **IN ADDITION TO ABOVE, THE FOLLOWING TERMS AND CONDITIONS ARE ALSO APPLICABLE FOR THE GENERAL STORE WITH EATABLE ITEMS/Shops :-**

1. The rates of the articles to be sold in the premises shall be fixed by the licensee. In case of MRP item it will be obligatory for the licensee to sell the articles at MRP only. The same shall be prominently displayed in the premises.

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

3. The premises shall be used for the pre-cooked items only. There shall be no use of any type of flame/cooking gas/Stove/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.

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

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

6. The licensee is not permitted to sell any item, product other than the items/product as per Annexure-'A'.

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

1. The licencee 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 of Govt. applicable from time to time in this regard.

2. The rates of the articles to be sold in the premises shall be fixed by the licensee. In case of MRP item it will be obligatory for the licensee to sell the articles at MRP only. The same shall be prominently displayed in the premises.

3. The licensee is not permitted to sell any item, product of category other than as mentioned at Annexure-'A'.

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

5. Specifications of the General Store (without eatable items):- The licencee of the General Store will sale any items (except eatable items) i.e. garments, maniary items, gift items, mobile accessories, STD/PCO, Photostat Lamination, bags, leather items, clothes etc.

**14(C)** **IN ADDITION TO ABOVE, THE FOLLOWING TERMS AND CONDITIONS ARE ALSO APPLICABLE FOR GENERAL STORE WITH EATABLE i.e. TEA, PARANTHA AND CHOLE BHATURE SHOP, DHABA, RESTAURANT, FAST FOOD CENTRE AND FOOD COURT ONLY:-**

1. The rates of the articles to be sold in the premises shall be fixed by the licensee. In case of MRP item it will be obligatory for the licensee to sell the articles at MRP only. The same shall be prominently displayed in the premises.

2. The licensee shall only be allowed to use cooking gas for cooking. Proper outlet for smoke through latest type of chimneys will only be made by the licensee.

3. The licencee 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.

4. The licensee should have Food License certificate from the competent authority in respect of business. The tender without above these documents shall liable to be rejected straightway.

5. **Specifications of the general store (with eatable items):-**the licensee of this shop will sale all the types of eatable items i.e. tea, soft/cold drinks, coffee ice cream, sweets, bakery products etc. But except hard food. Hard food means the breakfast, lunch and dinner items i.e. prantha, omelette, chapatti, dal, sabji, veg/ non-veg etc

6. **The licensee of Fast Food Centre/Food Court/ Restaurant may provide following**:
   - i) Ice Cream Parlor.
   - ii) Soft Drink
   - iii) Bakery Section
   - iv) Sweet Section
   - v) Snacks Section
   - vi) Food Section
   - vii) Tea/Coffee

## 15. FORCE MAJEURE

15.1 For purposes of this contract, Force Majeure means an event beyond the control of the parties to the contract and not involving either party's fault or negligence and not foreseeable.

15.2 If, at any time during the existence of the contract, either party is unable to perform in whole or in part any obligation under this contract because of an event rendering performance of obligations impossible which include acts of God, lockdown due to pandemic of disease/ virus, war, revolutions, hostility, civil commotions, strikes, floods, earthquake, epidemics, quarantine restrictions, freight embargoes or explosions, then the date of fulfilment of contract or period of contract shall be postponed during the period when such circumstances are operative.

15.3 The party which is unable to perform its obligations under the present contract shall, within seven (07) days of occurrence of the Force Majeure event, inform the other party with suitable documentary evidence. Non-availability of any component etc. or any price escalation or change in any duty, tax, levy, charge etc. shall not be an excuse for the Contractor/Bidder for not performing his obligations under this clause/contract.

15.4 Any waiver/extension of time in respect of the possession of premises or commissioning of business at premises/site or waive off or decrease the rent of any premises, the Director Transport reserves the right to decrease/ waive off the rent of premises and penalty in the case for delay in paying rent upon the satisfactory reasons covered under clauses of Force Majeure.

15.5 If such inability on account of force majeure to perform continues for a period of more than six months, each party shall have the right to be released from further performance of the contract, in which case, neither party shall have the right to claim damages from the other. All prior performance shall be subject to contract terms.

15.6 The Contractor/Bidder shall not be liable for forfeiture of his performance security, pre-estimated liquidated damages or termination if and to the extent that delay in performance or other failure to perform its obligations under the contract is the result of Force Majeure.

## 16. SETTLEMENT OF DISPUTE AND ARBITRATION.

### 16.1 Amicable Resolution

(a) Save where expressly stated otherwise in this Contract, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Contract between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably by the Parties and failing such the same shall be resolved in accordance with the procedure set forth in sub-clause (b) below.

(b) Either Party may require the Dispute to be referred to Secretary Transport, Union Territory, Chandigarh for amicable settlement. Upon such reference, both the Parties and the Secretary Transport or his nominee (who can be an employee of Chandigarh UT dealing with the Contract or otherwise) shall meet at the earliest mutual convenient and in any event within 15 (fifteen) days of such meeting, either Party may refer the Dispute to arbitration in accordance with the provisions given below.

### 16.2 Arbitration-

(a) Any Dispute which is not resolved amicably, as provided, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be by a committee of 3 (three) arbitrators chosen from a panel of arbitrators on the list of arbitrators available with or furnished by Union Territory, Chandigarh, 1 (One) arbitrator is to be chosen by each Party and the third, who shall be the Chairman will be the Secretary Transport, Chandigarh Administration, Chandigarh. If either Party fails to choose its arbitrator, the other Party shall take steps in accordance with Arbitration and Conciliation Act, 1996.

(b) **Place of Arbitration**

The place of arbitration shall be Chandigarh only.

(c) **Language**

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

(d) **Procedure**

The procedure to be followed in the arbitration by the Arbitral Tribunal shall be in accordance with the Arbitration & Conciliation Act, 1996 and as may be decided by the Arbitral Tribunal.

(e) **Enforcement of Award**

Any decision or award resulting from arbitration shall be final and binding upon the Parties. The parties hereto hereby waive, to the extent permitted by Law, any rights to appeal or to review of such award by any Court or Tribunal. The Parties here to agree that the arbitral award may be enforced against the Parties to the arbitration proceedings or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any Court having jurisdiction thereof.

(f) **Fees and Expenses**

The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid by respective parties equally subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the prevailing party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the said party.

(g) **Performance during Arbitration**

Pending the submission of and/ or decision on a dispute difference or claim or until the arbitral award is published the parties shall continue to perform all of their obligations under this Contract without prejudice to a final adjustment in accordance with such award.

**17. <u>JURISDICTION.</u>**

Any dispute or difference or claim etc, shall be subject to the exclusive jurisdiction of the courts situated at Chandigarh only. No other court shall have the jurisdiction to entertain or try any matter concerning this tender.

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Assistant Controller (F&A)
For Divisional Manager CTU &
Director Transport,
U.T., Chandigarh.

**ANNEXURE – A**

| Sr. No | Shop No. | Trade of Shop | Size of shop/ premises | Reserve Price P.M excluding taxes (in Rs) | Status of shop/ date of allotment/ Remarks | Earnest Money Deposit (EMD) (Rs.) |
|---|---|---|---|---|---|---|
| **1** | Shop no. 4 ISBT-43 | Fresh Fruits and Juice without packed juice. | 6 feet x 8 feet | 10,000/- | **To be allotted immediately** | 14,400/- |

**ANNEXURE-B**

**UNDERTAKING BY THE BIDDER ON NON JUDICIAL 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 undertake that I/my firm/bank/company/firm have not been blacklisted/ debarred/ prosecuted by the Central/UT/State Government/ undertaking/ Board/ Corporation/ Authority/Court of Law.
4. 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. _____
GSTIN _____