OFFICE OF THE DIVISIONAL MANAGER, CTU & DIRECTOR TRANSPORT
UNION TERRITORY, CHANDIGARH.

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

No. 1716/CT/CTU/2022
Dated: 02.03.2022

e-TENDER NOTICE

Chandigarh Transport Undertaking (CTU) invites e-tenders (on-line tenders) from the individuals/Companies/firms etc for the allotment of Canteens at CTU, Depot No. I, III and Administrative Block, Chandigarh on license basis for a period of 3 (Three years) on the terms and conditions specified by the Chandigarh Transport Undertaking, Chandigarh. These Canteens/premises will be allotted on "As is and where is" basis. No extra facility will be provided at any later stage. The Canteens/premises can also be inspected by the bidders during office hours on any working day by contacting General Manager/Assistant Controller (F&A)/ Station Supervisor/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 5% of the immediately preceding monthly license fee.

2. Each Tenderer must submit EMD in physical form a FDR/Bank guarantee for each canteens/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 **23.03.2022 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 **23.03.2022 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.

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Divisional Manager CTU &
Director Transport,
U.T., Chandigarh.

ANNEXURE-'A'

Sr. No.	Trade of Canteens/ premises	Status of Canteen/date of possession of Canteen	Reserve Price per month excluding taxes (Rs.)	Earnest Money Deposit (EMD) (Rs.)
1	Canteen Administrative Block, Industrial Area	With immediate effect	4900/-	3600/-
2	Canteen Depot No.I, Workshop, Industrial Area	With immediate effect	5670/-	4100/-
3	Canteen Depot No.III, Workshop, Industrial Area	With immediate effect	6720/-	5000/-

ELIGIBILITY CRITERIA

i) Chandigarh Transport Undertaking (CTU) invites e-Tender (online) from the individual/Companies/firms etc. for the allotment of Canteens/premises at CTU, Chandigarh on licence basis for a period of 3 (Three) years. The Canteens/premises at CTU, Chandigarh can also be inspected by the bidders during office hours on any working day by contacting General Manager/Assistant Controller (F&A)/Station Supervisor 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 Canteens/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) GENERAL TERMS AND CONDITIONS:-

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/water charges as fixed by the Director Transport, UT, Chandigarh and also liable to pay any department/Municipal Corporation/CTU during the currency of contract.

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.

    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.

5. The bidder shall submit the food licence certificate issued by the competent authority in respect of his existing business.
6. In case, the successful bidder back out, the CTU will be at liberty to consider offering the allotment of contract of any premises/Canteens 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.

7. The licensee at the time of execution of agreement/license deed shall furnish a security deposited equal to four (4) monthly instalment of rent (Last 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.

8. 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.

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

10. 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.

11. The said Canteens 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.

12. 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.

13. 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.

14. The licensee shall not use the premises for the purpose other than for which license has been given.

15. 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 charges 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 (cup)	Rs. 8/-
2	Milk/Milk Tea(cup)	Rs. 10/-
3	Coffee	Rs. 15/-
4	Samosa	Rs. 10/-
5	Bread Pakoda	Rs. 10/-
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.

16. 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.

17. 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.

18. 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.

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

20. 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.

21. The Director Transport, UT., Chandigarh can allot any number of Canteen/premises at CTU Workshops, Chandigarh.

22. 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.

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

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

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

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

27. 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/Canteen immediately at their own cost.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. The licensee of the concerned Canteens/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.

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

36. 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.

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

38. 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.

39. 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 Canteen as here to till alternative arrangement is made by the licensor.

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

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

    i) The Licensee will deliver the vacant possession of the Canteen in its original state to the licensor, failing which the Canteen 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.

42. **FORCE MAJEURE**

    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.

    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.

    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.

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.

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.

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.

43. **SETTLEMENT OF DISPUTE AND ARBITRATION**-

43.1 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 Transport Secretary, Union Territory, Chandigarh for amicable settlement. Upon such reference, both the Parties and the Transport Secretary 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.

43.2 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 Transport Secretary, 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.

45. **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.

46. **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.

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Divisional Manager, CTU &
Director Transport,
U.T., Chandigarh.

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 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. _____