UNION TERRITORY, CHANDIGARH.

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

No. 6964/CT/CTU/2023
Dated: 22.06.2023

e-TENDER NOTICE

Chandigarh Transport Undertaking (CTU) invites e-tenders (on-line tenders) from the individuals/Companies/firms etc for providing Water Kiosk at suitable location along with installation and Comprehensive Maintenance Contract at ISBT-17 & 43, CTU, Chandigarh on monthly license basis for a period of six years (extendable by another 6 years) on the terms and conditions as specified by the Chandigarh Transport Undertaking, Chandigarh**.** No extra facility will be provided at any later stage. The sites can be inspected by the bidders during office hours on any working day by contacting Station Supervisor of respective ISBTs. The bidder(s) are advised to inspect the sites 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. Bidder(s) are required to quote their rates per month for a period of six years (extendable by another 6 years) with annual increase of 10% (Ten percent). However, the site is to be allotted immediately on finalization of the tender or date mentioned against each site/premises at **Annexure-'A'.**

2. Each Bidder must submit EMD in physical form in the shape of FDR/Bank guarantee for site separately as mentioned at Annexure 'A' to the tender documents drawn on any Scheduled bank payable at Chandigarh with validity of 180 days beyond the opening of bid 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 **13.07.2023 upto 14.00 hours**. Date & Time for opening of technical bid is **13.07.2023 at 03.00 PM**. Tenders without 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. Earnest Money Deposit through cheque shall not be accepted.

3. The Bidder(s) can apply for the bidding on or before the last date and time as mentioned in the e-tender notice. The terms and conditions of the bidding can be seen/ downloaded on the website of Chandigarh 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 or all bid(s) without assigning any reason.

5. The Bidder(s) can approach the Nodal Officer, e-tendering, CTU Chandigarh on any working day between 9.30 am to 5.30 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.

CHANDIGARH TRANSPORT UNDERTAKING

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

REQUEST FOR PROPOSAL/e-TENDER FOR PROVIDING WATER KISOK ALONG WITH COMPREHENSIVE MAINTENANCE CONTRACT AT ISBT-17 & 43 CHANDIGARH ON MONTHLY LICENCE FEE BASIS FOR A PERIOD OF SIX YEARS (EXTENDABLE BY ANOTHER 6 YEARS).

June - 2023

1. SCOPE OF WORK

The Chandigarh Transport Undertaking (CTU) intends to get installed Water Kiosks along with Comprehensive Maintenance Contract (C.M.C) on monthly rental/licence basis for a period of 6 (six) years to facilitate the General Public & Commuters visiting Inter State Bus Terminus, Sector-17 & 43, Chandigarh on the terms and conditions as laid in this tender document/RFP. The licensee shall install the water kiosk at suitable location at ISBT-17 & 43, Chandigarh As per Annexure 'A'). Further the successful bidder/licensee will install/construct requisite infrastructure like laying of water pipe line, water filter, drainage, water cooler and other allied works complete in all respects w.r.t. installation and maintenance of water kiosk. Specified area where water kiosks are to be installed should be free from any water drippage/spillage while use by public during course of contract. Water kiosk so installed will be including Comprehensive Maintenance Contract (C.M.C), purification of water, cleaning of water tank kiosk, replacement of water filters periodically so as to ensure clean filtered water is provided to the commuters on free of cost basis. After construction of the said water kiosk the licensee will ensure that the dismantling of walls/floorings etc. is to be restored to its original position. Further, licensee must ensure that advertisement outside of water kiosk can only be displayed upto 250-260 sq ft. in area per kiosk.

2. ELIGIBILITY CRITERIA(documents to be attached)

2.1 TECHNICAL QUALIFICATION CRITERIA

i. The bidder should be individuals/proprietor/Companies/firms and should have registration certificate.

ii. The prospective bidder should have MoU/Understanding with the Original Equipment Manufacturer of water coolers/water vending machines/Kiosks.

iii. The bidder must have PAN/TAN/GST number as issued by the Competent Authority or have applied for PAN/TAN/GST before the last date & time e-tender.

2.2 FINANCIAL QUALIFICATION CRITERIA:-

I. The bidder should have minimum average annual turnover of Rs.50 Lacs for last three financial years i.e. 2019-20, 2020-21 & 2021-22 duly certified by the Chartered Accountant.

II. The bidder should have minimum net worth of Rs. 25 lakhs ending in Financial Year 2021-22.

3 DOCUMENTS TO BE ATTACHED WITH THE BID WITH TECHNICAL BID:-

The bidder will upload the scanned copy of the following as a part of technical bid failing which bidder will be technically disqualified:-

3.1 The copy of average annual turnover certificate for last three years & net worth certificate duly certified by the Chartered Accountant.

3.2 The Copy of MoU/Understanding with the Original Equipment manufacturer of water coolers/water vending machines/Kiosks.

3.3 The self attested copy of TAN/PAN Card/GSTIN/Acknowledgement of application for GST.

3.4 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.

3.5 The scanned copy of an undertaking on non judicial stamp paper of Rs.15/- duly notarised (as per Annexure 'B') regarding Non Blacklisting 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 to this office in a sealed cover super scribed in bold letters **"TENDER FOR THE ALLOTMENT OF SITES FOR WATER KIOSK AT ISBT-17 & 43, Chandigarh"** on or before the stipulated date & time mentioned in the tender documents.

3.6 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 **"EARNEST MONEY- TENDER FOR THE ALLOTMENT OF SITES FOR WATER KIOSK AT ISBT-17 & 43, Chandigarh"** on or before the stipulated date & time mentioned in the tender documents.

4. EARNEST MONEY DEPOSIT (EMD).

4.1 Each Bidder must submit Earnest Money Deposit (EMD) amounting to Rs.2 lakhs in physical form in the shape of FDR/Bank guarantee drawn on any Scheduled bank payable at Chandigarh in an acceptable form valid upto 180 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.

4.2 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.

4.3 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.

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

5. BID SUBMISSION:-

The bid is to be submitted as technical Bid and Financial Bid

5.1 Technical Bid:-

Technical bid shall be uploaded in as per terms and conditions of RFP, EMD and other documents as well as other documents specified in this RFP document.

5.2 Financial Bid:-

Financial bid shall consist of only the license fee and to be uploaded only in the prescribed e-formats on e-portal http://etenders.chd.nic.in**.**

6. EVALUATION OF BID:-

6.1 The tender will be evaluated after downloading of technical bids and scrutiny will be done as per terms and conditions mentioned in the RFP.

6.2 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.

6.3 After scrutiny of the information received in Technical Bid, clarifications, if any, where ever necessary, will be obtained from the participating bidder.

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

6.5 The Price bid will be opened of only those bidders who will be technically qualified and will be intimated separately.

7 IMPORTANT DATES OF BIDDING:-

i) Date & time for pre-bid meeting	____NIL___ at _____ pm.
ii) Last date for submission/uploading bid:	**13.07.2023** up to 2.00 pm
ii) Date of opening the technical bid:	**13.07.2023** at 3.00 pm.
iii) Date of opening of Financial Bid	**Will be intimated to technically qualified bidders separately**

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.

8 Financial selection criteria:

8.1 The bidder/ tenderer will offer their rates (licence fee/ rent) excluding all taxes, Govt. levies etc as per BOQ.

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

8.3 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.

9. BID VALIDITY.

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

9.2 In exceptional circumstances prior to expiry of the original bid validity period, the Licensor may extend the bid validity.

10. Date of commencement of contract:

10.1 The licensee shall take possession of the site within fifteen days of the award of letter of intent (LOI), however licence fee shall be charged from the date of commissioning of water kiosk or the last day of the expiry of 90 days from the date of issue of letter of intent (LOI), whichever is earlier.

10.2 Ninety (90) days shall be given for installation of water kiosk.

11. Licence fee:

The licensee shall regularly pay the monthly license fee through online (website: ctuchd.gov.in or onlinesbi.sbi/sbicollect/icollecthome.htm) 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) in favour of the Director Transport, UT., Chandigarh (By Designation) 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/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 and the decision of the Director Transport will be binding upon the parties.

12. <u>TERMS OF CONTRACT.</u>

The contract/ licence shall be valid for 6 (six) years extendable for further 6 years on mutual consent basis from the date actual possession or the last date of expiry of 15 days from the date of issue LOI whichever is earlier.

13. <u>PERFORMANCE SECURITY</u>-

The licensee at the time of execution of agreement/license deed shall furnish a security deposit (performance security) within 15 days from the issue of LOA equal to four (4) monthly installment of rent/license fee (last rent of contract as mentioned in the allotment letter) in the form of FDR from any scheduled bank at Chandigarh duly pledged in favour of the Director Transport, U.T., Chandigarh (By designation) payable at Chandigarh with its validity of 78 months. In the event of breach or non-observance of any of the terms and conditions of this licence deed, the Director Transport, U.T., Chandigarh may forfeit the security either in full or in part along with interest thereupon. The remaining security, if any, will be refunded to the licensee after the handover the vacant possession of the premises in original state to the Director Transport, U.T., Chandigarh on the expiry/ completion of the licence/contract.

14. SIGNING OF AGREEMENT/ LICENCE DEED.

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.

15. GENERAL TERMS AND CONDITIONS:-

15.1 The license shall be paid with an annual increase of 10% (Ten percent) in the license fee from the date mentioned in the allotment letter to be issued by the Chandigarh Transport Undertaking, Chandigarh.

15.2 In addition to the monthly licence fee, the licensee shall pay the electricity charges by installing the electricity Sub-meter and 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 @ Rs 200 per month and also liable to pay any enhancement in the tariff by Electricity Department/ Municipal Corporation /CTU during the currency of contract.

15.3 In case, the successful bidder backs out, the Earnest Money Deposit shall be forfeited along with interest thereupon and the bidder(s) shall also be black listed for any future contract 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.

15.4 If any leakage/spillage/filthiness will be found at water kiosk then Show cause Notice will be issued by this office to rectify the same within 3 days, In case of non-rectification or failure to do so penalty@ Rs 200 per day will be imposed thereon and will be charged/fined to licensee.

15.5 The licensee shall take the possession of the sites on “As is where is basis”.

15.6 The licensee shall not directly or indirectly sublet the contract to any other person/firm in any manner. In default thereof, the license shall be terminated and the security deposit shall be forfeited.

15.7 The said 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.

15.8 The licensee shall be responsible for providing infrastructure for water Kiosks as per his requirement at his own cost and shall also renovate the premises at his own level and cost during the currency of contract.

15.9 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.

15.10 The licensee shall not use the premises for the purpose other than for which licensee will be given.

15.11 The licensee shall pay all the Central, State and local taxes as levied from time to time by Competent Authority in future. Further, the successful bidder will purchase the stamp papers equal to the amount of i.e. @ 3% of the average annual rent/licence fee of the whole contract period for the Execution of Licence deed/Agreement deed.

15.12 The licensee shall obtain all the required permissions/licence, if required from concerned authorities, at his own level and shall obey all the rules/regulations applicable from time to time in this regard.

15.13 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. In case

the water kiosks are increased or decreased at ISBTs, the license fee can be accordingly increased or decreased on pro- rata basis by the Director Transport, U.T., Chandigarh and decision of Director Transport will be final.

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

15.15 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.

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

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

15.18 The premises can at any time be inspected by Authorised Staff of the Transport Department to ensure all the terms and conditions of licence deed/Contract.

15.19 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.

15.20 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.

15.21 The Licensee will be required to sign an agreement within 30 days from the date of allotment of the site containing all the detailed terms and conditions.

15.22 The Licensee shall display the advertisement only upto the size as mentioned in the scope of work of Tender documents.

15.23 The licensee shall not display any material which may be considered objectionable by the Divisional Manager, CTU & Director Transport U.T., Chandigarh or any Competent Authority.

15.24 The licensee shall not be entitled to claim any compensation on account of any interruption in the display of advertisement glow sign boards due to breakdown of electricity or any other unavoidable circumstances.

16. PENALITIES/TERMINATION OF CONTRACT.

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

16.2 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.

16.3 The licensor shall be at liberty to terminate/cancel the licence by giving 30 days clear notice in writing to that effect.

16.4 On the termination/cancellation of the licence in accordance with Clause 16.2, the licensor may in addition to termination of license, forfeit the whole or part of the security amount deposited by the licensee along with interest thereupon.

16.5 The licensee shall deliver the vacant possession of the premises to the Authorized person of the transport department, UT., Chandigarh on the expiry or termination of the license.

16.6 The licensee shall not surrender the licence of the site before one year from the possession of site/premises. However, after completion of one year, the licensee may terminate the license deed by giving 90 days clear notice in writing subject to the condition that:-

a. The licensee shall continue to run the contract on payment of monthly rent till completion of one year.
b. Security deposit shall be refunded after adjusting the outstanding rent/other charges, if any.
c. Kiosk to be removed within one week alongwith advertisement from completion/termination of contract.

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

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

17 FORCE MAJEURE

17.1 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.

17.2 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.

17.3 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.

17.4 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.

17.5 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.

17.6 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.

18 SETTLEMENT OF DISPUTE.

18.1 Amicable Resolution

In case of arising of any dispute, the matter will be referred to the Appellate Authority i.e. Secretary Transport, Union Territory, Chandigarh and decision of the appellate authority shall be binding upon both the parties.

19 Place of Appeal:-

The place of appeal shall be the O/o Secretary Transport, Union Territory, Chandigarh at New Chandigarh Secretariat Building, Sector 9, Chandigarh.

20 Language

Language of appeal shall be English only.

21 JURISDICTION.

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

ANNEXURE-'A'

Sr. No.	Trade of Site/Premises	Status of Site/date of possession of Site	Reserve Price per month excluding taxes (Rs.)	Earnest Money Deposit (EMD) (Rs.)
1	16 nos. Suitable location for water kiosk at ISBT-17 & 43 (7 nos. for ISBT-17 & 9 nos. for ISBT-43	**To be allotted immediately**	2,000/- per kiosk	2,00,000/-

ANNEXURE-'B'

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. _____