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

No.8657 /CT/CTU/2023
Dated: 11/08/2023

e-TENDER NOTICE

Chandigarh Transport Undertaking (CTU) invites e-tender (on-line tenders) in two parts i.e. Technical Bid and Financial Bid only from the Banks for the allotment of the site for ATM at Shop no. 11, ISBT-43, Chandigarh on monthly rent/licence basis for six years on the terms and conditions specified by the Chandigarh Transport Undertaking, Chandigarh in the e-tender documents. The said premises/site will be allotted on "**As is and where** is" basis. No extra facility will be provided by the Department. The site/premises can also be inspected by the bidder bank(s) during office hours on any working day by contacting General Manager, CTU/Assistant Controller (F&A)-II/Care Taker (Bus Stand) Chandigarh before quoting their rates and also after going through the reserve price for the proposed site.

1. Bidder Bank(s) are required to quote their rates on per month basis for a period of 6 **(Six) years**. However, the rent will be increased @10% annually. However, the premise is to be allotted immediately on finalization of the tender or date mentioned at **Annexure-'A'.** The rates quoted below the reserve price shall be rejected out rightly.

2. Each Bidder Bank must submit EMD in physical form in the shape of FDR/Bank guarantee separately as mentioned in **Annexure 'A'** to the tender documents drawn on any Scheduled Bank payable at Chandigarh with validity of 120 days beyond of 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 01/09/2023 **upto 14.00 hours**. The bid(s) without Earnest Money Deposit shall not be considered and shall be rejected out rightly. Earnest Money Deposit through cheque shall not be accepted.

3. The Bidder Bank(s) 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 Bidder Bank(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.

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

ANNEXURE-A

Sr. No.	No. & Particular of Premises	Size of Premises (approximate)	Date of Commencement of the contract	Reserve Price of Premises	EMD to be deposited
1	**Shop no. 11, ISBT-43, Chandigarh. Site for ATM**	7 feet -10 inch x 8 feet	**To be allotted immediately**	**Rs. 86,968/-**	**Rs.1,25,234/-**

(A) ELIGIBILITY CRITERIA

i) The Banks shall apply the bid for the site/premises for ATM **as per reserve price mentioned at Annexure-A** in the tender documents on the website.

ii) Preference will be given to Banks after scrutiny of the information received in Technical Bid, clarifications, if any, where ever necessary, will be obtained from the party/Banks.

In case successful bidder Bank backsout, the CTU will be liberty to consider the claim of H2 and to consider offering the allotment of contract of respective premises at the rate quoted by the highest bidder.

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

v) The EMD of the unsuccessful bidder Bank(s) shall be returned after the allotment of site. The EMD of the successful Bidder Bank shall be returned after furnishing the security deposit and signing of agreement/licence deed. In case, the successful bidder backs out, the Earnest Money Deposit shall be forfeited and the bidder (Bank) shall be black listed for any future contract as per Chandigarh Administration, Finance Department Notification No. 1927-F&PO (3)-2009 dated 27.02.2009.

vi) The Banks who are debarred/blacklisted/prosecuted by the Chandigarh Administration/any State/Central Govt. Bodies/Undertakings/Court of law need not to apply.

vii) The bidder bank shall submit an undertaking on non judicial stamp paper of Rs.15/- duly notarized that the Bank has not been blacklisted/debarred/prosecuted by Chandigarh Administration or any other authority to participate in the tender and no payment of any state/UT/Central Govt/Undertaking/Body is outstanding against him/his firm.

viii) The validity of the tender will be 180 days from the date of publish of the tender.

(B) TERMS AND CONDITIONS:-

1. The license shall be for a period of six years with an annual increase of 10% in the license fee from the date of actual possession or the last day of expiry of 15 days from the date of issue of LOI by the Chandigarh Transport Undertaking, Chandigarh, whichever is earlier.

2. The license can be renewed by the Director Transport, U.T., Chandigarh after its expiry on mutually agreed terms and conditions as may be decided by this Undertaking/Chandigarh Administration and the Bank subject to clearance of all the dues in respect of the allotted site. The licensee shall not claim extension or renewal of license as a matter of right.

3. The e-Tender must be accompanied by the scanned copy of EMD in the shape of FDR drawn on any Scheduled Bank in favour of Director Transport, UT, Chandigarh, Plot No. 701, Industrial Area, Phase-I, Chandigarh payable at Chandigarh. Original EMD should be physically submitted by the tenderer on or before the stipulated date and time mentioned in the tender notice and downloading of technical bid to the office of Director Transport, U.T., Chandigarh. Any amount lying with the CTU on any other account will not be allowed to be adjusted against the EMD for the present tender.

4. 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, then 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, in case Competent Authority, UT, Chandigarh increase/decrease the penalty subsequently, the decision of the Director Transport will be binding upon the both the parties.

5. The Banks/bidder will be liable to be blacklisted as per Chandigarh Administration, Finance Department Notification No. 1927-F&PO (3)-2009 dated 27.02.2009 including following types of situation:-

i) Dishonest/Fraudulent/Sharp practices are indulged in by the party.
ii) Advancing a claim on the basis of forged documents.
iii) Sale or supply of spurious items and providing public safety.
iv) Material concealments/suppression of facts or gross misrepresentation of facts.
v) Any other case or situation involving National Security.
vi) On breach of any of the terms and conditions of the tender.

6. The licensee at the time of execution of agreement/license deed shall furnish a security deposit (performance security) equal to four (4) monthly installment of rent/ license fee (last rent) in the form of FDR drawn on 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 75 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 deposit either in full or in part along with interest thereupon. The remaining security, if any, will be refunded to the licensee after the bank handover the vacant possession of the premises in original state to the Office of Director Transport, U.T., Chandigarh on the expiry/ completion of the licence/contract.

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

8. The licensee shall be responsible for providing infrastructure required for ATM in the premises as per requirement. Beside above, the licensee shall ensure proper hygienic conditions in and around the site. The Banks/licensee shall renovate the premises at their own level and cost, if required.

9. The licensee shall not be allowed extension of additional space in any circumstances and the licensee shall not make any addition or alternation in the premises without the consent/approval of the Director Transport, U.T., Chandigarh.

10. The licensee shall not sublet the allotted premises to any other department/individual or organization and in default thereof and the contract shall be terminated without any notice in addition to forfeiture of security deposit.

11. The licensee shall be responsible to protect the Govt. property in their possession during the contract period from any damage or loss and shall be responsible for maintaining perfect cleanliness in and around the premises. The Licensee shall pay for damage done by him/her or his/her servants or agents during the period of license to the property of the licensor.

12. The licensee shall install electricity meter at his own level from electricity department and intimate to this office after installation of electricity meter. Till the installation of electricity meter from electricity department, the licensee shall pay the electricity charges @ Rs. 6/- per unit of the actual consumption of sub-electricity meter at the time of depositing the licence fee/rent to the CTU. The security deposited by the licensee with the Chandigarh Transport Undertaking shall be released after producing the "No Due Certification" (NDC) from the Electricity Department as well as from CTU in respect of payment of electricity bills of the premises and also pay any enhancement in the tariff of electricity by Electricity Department/Municipal Corporation during the currency of contract.

13. The licensee shall not use any electric appliance or broad caster or any such other appliance without the prior permission and approval in writing of the Divisional Manager CTU - cum - Director Transport, U.T, Chandigarh.

14. The licensee shall not use the premises for any other purpose for which it shall be allotted.

15. 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.

16. The licensee shall obtain all the required permissions/license from concerned authorities for running the ATM, if any, at their own level and shall obey all the rules/regulations applicable from time to time in this regard and take all the security precautions to safeguard the equipment's installed/provided at the premises.

17. 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 bank to renovate/construct the space for ATM Counter immediately at their own cost.

18. The licensee shall ensure good behaviour of their staff with the public deputed at ATM.

19. The successful bidder shall submit a copy of verified antecedents of its staff deployed on the allotted site from the Inspector General of Police, Chandigarh within one month from the date of actual possession.

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

21. Children below 18 years of age will not be employed as Security Guard under any circumstances at the allotted site/ATM.

22. The licensee shall also provide the electric fittings at the allotted site and in case these electric fitting go out of order, shall replace the same immediately at their own cost.

23. 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.

24. 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.

25. 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.

26. 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.

27. The Licensee shall submit a passport size photograph of himself/herself along with specimen of whom signatures duly attested by Gazetted Officer or Notary Public. He will also submit the proof of residence of all their manpower deployed on allotted site. No unauthorized person to be deployed by them.

28. The licensee will be required to sign an agreement within 30 days from the date of possession of the premises or as specified by the Director Transport, U.T., Chandigarh containing the detailed terms and conditions in addition to the above conditions.

PENALITIES/TERMINATION OF CONTRACT.

29. The licensor i.e. The Director Transport, UT, Chandigarh reserves the right to impose the penalty/fine on breach of any of the terms and conditions of the licence upto the maximum of Rs. 20,000/-.

30. 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.

31. The licensor i.e. The Director Transport, UT, Chandigarh shall also be at liberty to terminate the licence by giving 15 days clear notice in writing to that effect.

32. On the termination of the licence in accordance with the Clauses of terms and conditions of this licence, the licensor may in addition to taking back the possession of premises, may forfeit the whole or part of the security deposited by the licensee along with interest thereupon.

33. The licensee may terminate the licence deed by giving 30 days clear notice in writing to the licensor. The loss thus caused to Department on re-allotment of the contract of the premises shall be borne by the licensee.

34. The licensee shall deliver the vacant possession of the premises in original state to the office of The Director Transport, UT., Chandigarh on the expiry or termination of the license.

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

i) The Licensee will deliver the vacant possession of the room in its original state to the licensor, failing which the room 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 deposit will be refunded after adjusting all the dues.

36. **FORCE MAJEURE**

36.1 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. 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.

36.2 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.

36.3 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.

36.4 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.

36.5 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.

37. SETTLEMENT OF DISPUTE.

37.1 Amicable Resolution

(a) 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.

(b) **Place of Appeal**

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

(c) **Language**

Language of appeal shall be English only.

38. 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.

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

(8)

UNDERTAKING BY THE BIDDER IN THE SHAPE OF AFFIDAVIT ON STAMP PAPER OF Rs.15/- DULY ATTESTED BY 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 undertakes that I/my firm/bank/company has not been debarred/blacklisted prosecuted by the Department of Govt. of India or any State Govt. or any Union Territory or any Public Undertaking.

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.

Signature of the Tenderer
Name of the Tenderer _____
(In Capital Letter)

Address _____
Tel/Mob No. _____
Email Address._____
PAN/TAN No. _____