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

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

No. 8659 **/CT/CTU/2023**
Dated: 11/08/2023

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 as specified by the Chandigarh Transport Undertaking, Chandigarh. These Canteen/premises will be allotted on **"As is where is basis".** No extra facility will be provided at any later stage. The Canteen/premises can be inspected by the bidders during office hours on any working day by contacting Works Manager/Care Taker (Bus Stand) Chandigarh. The bidder(s) are advised to 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. Bidder(s) are required to quote their rates per month for a period of 3 **(Three) years** with annual increase of 10% (Ten percent). However, the Canteens/ premises is to be allotted immediately on finalization of the tender or date mentioned against each shop/premises at **Annexure-'A'.**

2. Each Bidder must submit EMD in physical form in the shape of FDR/Bank guarantee for canteen/premises separately as mentioned at Annexure 'A' to the tender documents drawn on any Scheduled bank payable at Chandigarh with validity of 120 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 01/09/2023 **upto 14.00 hours**. 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.

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

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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 THE ALLOTMENT OF CANTEENS AT CTU DEPOT NO. I, III & ADMINISTRATIVE BLOCK CHANDIGARH ON MONTHLY LICENCE/ RENTAL BASIS.

August - 2023

ANNEXURE-'A'

Sr. No.	Trade of Canteen/Premises	Status of Canteen/date of possession of Canteen	Reserve Price per month excluding taxes (Rs.)	Earnest Money Deposit (EMD) (Rs.)
1	Canteen, Depot No. I, Workshop, Industrial Area, CTU	**To be allotted immediately**	6,262/-	4,600/-
2	Canteen, Depot No. III, Workshop, Industrial Area, CTU	**To be allotted immediately**	7,351/-	5,500/-
3	Canteen, Administrative Block, Industrial Area, CTU	**To be allotted immediately**	6,969/-	5,100/-

1 **ELIGIBILITY CRITERIA**

1.1 The individual/firms/Companies/Agency who are debarred/blacklisted/ prosecuted by the Chandigarh Administration/any State/Central Govt. Bodies/ Undertakings /Court of law need not apply.

1.2 The bidder(s) shall submit an undertaking on stamp paper of Rs.15/- duly notarized regarding non blacklisting by Chandigarh Administration or any other authority to participate in the tender (as per specimen enclosed to the tender documents).

1.3 E-bids are invited for trade/activity as mentioned against the above Canteens/premises as per detail mentioned at **Annexure-'A'** in the tender documents on the website on the licence basis on the terms and conditions of DNIT/Tender. The Tender process comprise of two stages i.e. Technical Bid (Online) and Financial Bid (Online). Technical bid will be opened only of those bidders whose EMD is received in office in original. 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 bidder(s) as part of the Technical Bid analysis.

Financial Bids of technically qualified bidder(s) will be opened only. The said decision shall be binding in all respect on the Bidder(s). Bids below the minimum reserve as per Annexure 'A' to the tender documents shall not be accepted at any circumstances and as such the license fee will 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 (H1).

1.4 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

1.5 The e-Tender must be accompanied by the scanned copy of EMD and same should be physically submitted by the bidder(s) on or before the stipulated date and time as mentioned in the tender notice. Any amount lying with the CTU for any other purpose will not be allowed to be adjusted against the EMD for the present bid(s).

1.6 The bidder shall have Income Tax Returns of last three year i.e. 2019-2020, 2020-2021 and 2021-2022. **(Copy of which should be attached with the technical bid online).**

1.7 The bidder shall furnish the attested copy of PAN and GST No. with the technical bid.

1.8 The validity of the bid shall be 180 days from the date of opening of the technical bid of the bid(s).

1.9 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.

1.10 The self attested copy of TAN/PAN Card/GSTIN/Acknowledgement of application for GST as per clause no. 1.9 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 GENERAL TERMS AND CONDITIONS:-

2.1 The license shall be for a period of Three years 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.

2.2 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.

2.3 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 Certificate" (NDC) from the Electricity Department and Public Health Department in respect of payment of electricity bills/ water charges bill of the allotted premises.

2.4 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 the agreement/licence deed. 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.

2.5 The bidder shall submit the food licence certificate issued by the Competent Authority in respect of his existing business.

2.6 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 payable at Chandigarh duly pledged in favour of the Director Transport, U.T., Chandigarh (By Designation) 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.

2.7 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 the expiry of 15 days from the date of issue of letter of intent (LOI), whichever is earlier.

2.8 The licensee shall take the possession of the Canteens/premises on "As is where is basis".

2.9 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.

2.10 The said Canteen 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.

2.11 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.

2.12 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.

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

2.14 The list of rates of the articles to be sold by the licencee in the Canteen shall be displayed in the premises duly approved by the Department. The rates of items to be sold in the Canteen will be fixed rates. The rates shall not be charged, over and above the MRP in case of manufactures packed items and shall not be charged over 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	Black 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 (seasonal)	Rs. 20/-
9	Veg. Sandwich	Rs.25/-
10.	Veg. Noodles	Rs.40/-
11.	Veg. Thali	Rs.40/-

12.	Chana/Rajma/kadi Chawal	Rs.40/-
13.	Chana Bhatura	Rs.40/-
14.	Patties(Veg/Paneer)	Rs.15/-/Rs. 20/-
15.	Packed items/Water Bottle/ Cold drinks/Juice/Lassi and other items	On MRP
16.	Any other food items	Not more than the market rate.

2.15 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.

2.16 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.

2.17 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 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.

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

2.19 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.

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

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

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

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

2.24 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.

2.25 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.

2.26 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.

2.27 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.

2.28 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.

2.29 The Licensee shall submit a passport size photograph along with specimen signatures duly attested by the Notary Public and ID proof of himself and all his manpower deployed on allotted site. No unauthorized person to be deployed by him.

2.30 The licensee of the concerned Canteen/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.

3 PENALITIES/TERMINATION OF CONTRACT.

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

3.2 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.

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

3.4 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.

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

3.6 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.

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

i) The Licensee will deliver the vacant possession of the 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.

4 FORCE MAJEURE

4.1 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.

4.2 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.

4.3 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.

4.4 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.

4.5 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.

4.6 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.

5 SETTLEMENT OF DISPUTE.

5.1 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.

5.2 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.

5.3 Language

Language of appeal shall be English only.

5.4 **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

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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. _____