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

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

No. 12986/CT/CTU/2023,
Dated: 01.12.2023

e-TENDER NOTICE

Chandigarh Transport Undertaking (CTU) invites e-tenders (on-line tenders) from the individuals/Companies/firms/Organizations etc for the allotment of Shops/Premises at, Punjab Civil Sectt., Chandigarh on license basis/ on monthly rental basis for a period of 3 (Three) years on the terms and conditions specified by the Chandigarh Transport Undertaking, Chandigarh. These Shops/premises will be allotted on "**As is and where is**" basis. No extra facility will be provided at any later stage. The Shops/premises can also be inspected by the bidders during office hours on any working day by contacting Station Supervisor, ISBT-17 (Mob: 98722-03010)/any authorized official by S.S., CTU, Chandigarh. The bidders are advised to inspect the premises as mentioned at **Annexure 'A'** on the website to the tender documents and only after inspection; they may quote their rates after going through the reserve price.

1. 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 shop/ 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 each shop/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 of the opening of bid in favour of the Director Transport, U.T., Chandigarh (By Designation) in the office of Director Transport, U.T., Chandigarh, Plot No. 701, Industrial Area, Phase I, Chandigarh on or before **22.12.2023 upto 14.00 hours**. The opening date of tender is **22.12.2023 at 03.00 PM**. Tenders without Earnest Money Deposit through FDR/ Bank guarantee in physical form within the stipulated date and time shall not be considered and shall be rejected out rightly. 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. 0172-2990218) or Helpline No. 0172-2740641 of Department of Information Technology, Chandigarh Administration, Sector 9 D, Chandigarh.

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Asstt. Controller (F&A)
For 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 THE ALLOTMENT OF SHOPS/PREMISES AT PUNJAB CIVIL SECTT., CHANDIGARH ON MONTHLY LICENCE/ RENTAL BASIS.

December - 2023

ANNEXURE-A

Sr. No	Shop No.	Trade of Shop	Reserve Price P.M excluding taxes (in Rs)	Status of shop/ date of allotment/ Remarks	Earnest Money Deposit (EMD) (Rs.)
1.	Shop no. 4, Punjab Civil Sectt., CHD	Fruit and Fruit Juice Shop	22,822/-	To be vacated on 30.11.2023	16,500/-
2.	Shop no. 5, Punjab Civil Sectt., CHD	General Store without eatable items	11,025/-	To be vacated on 05.02.2024	8,000/-
3.	Shop no. 6, Punjab Civil Sectt. CHD	General Store without eatable items	6,615/-	To be allotted immediately	5,000/-
4.	Shop no. 8, Punjab Civil Sectt. CHD	Restaurant	17,530/-	To be vacated on 17.01.2024	13,000/-

1. Scope of work:-

The Chandigarh Transport Undertaking (CTU), Chandigarh is having shops/ premises at Punjab Civil Sectt., Chandigarh and intends to allot these Shop/premises on monthly rental/ licence basis for a period of 3 (Three) years for the facilities to the General Public on the terms and conditions as mentioned herein. Chandigarh Transport Undertaking (CTU) invites e-Tender (online) from the individual/Companies/firms/Agency/ Organizations for the allotment of the Shop/premises as per Annexure-A to the tender documents. The Shop/premises at Punjab Civil Sectt. can also be inspected by the bidders during office hours on any working day by contacting Station Supervisor (Mobile No. 98722-03010), ISBT-17 and Care Taker (Bus Stand), CTU, Chandigarh.

2. QUALIFICATION CRITERIA.

The tenderer (s) should submit their tender in two parts i.e.:-

i) Technical Bid

ii) Financial Bid**.**

2.1 TECHNICAL QUALIFICATION CRITERIA

2.1.1 The bidder should be individual/Companies/firms/Agency/Organization.

2.1.2 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.

2.1.3 The bidder should have valid Drug Licence/Pharmacy Licence issued from the competent authority in respect of business.

2.1.4 The bidder should have EPF/ESI registration number (as required under relevant rules) in case of the bidder is having more than 20 nos. manpower.

2.2 FINANCIAL QUALIFICATION CRITERIA:-

2.2.1 The bidder should have income tax return for the last three year i.e. 2019-2020, 2020-2021 and 2021-2022. **(Copy of which should be attached with the technical bid online).**

3 DOCUMENTS TO BE ATTACHED WITH TECHNICAL THE 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 Income Tax Returns of last three years as per clause no.2.2.1.

3.2 The self attested copy of TAN/PAN Card/GSTIN/Acknowledgement of application for GST as per clause no.2.1.2. Allotment (LOI) will be issued only after submission of copy of GST certificate failing which bid will be cancelled and EMD will be forfeited.

3.3 Each page containing terms and conditions of the tender notice should be signed by the bidders/ Tenderers with stamp of the firm and thereafter scanned copies thereof be uploaded on the website.

3.4 The scanned copy of an undertaking on non judicial stamp paper of Rs.15/- duly notarized (as per Annexure 'B') regarding Non Blacklisting by Chandigarh Administration or any other authority/ Courts of Law to participate in the tender. 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 SHOP No.___, PUNJAB CIVIL SECTT., Chandigarh"** on or before the stipulated date & time mentioned in the tender documents.

3.5 Earnest Money Deposit (EMD) and submit documentary evidence with the technical bid online. However, the EMD in original shall be deposited physically to this office in a sealed cover super scribed in bold letters **"EARNEST MONEY- TENDER FOR THE ALLOTMENT OF SHOP No.___, PUNJAB CIVIL SECTT., Chandigarh"** on or before the stipulated date & time mentioned in the tender documents.

3.6 Copy of registration certificate of EPF/ESI (as required under relevant rules) **in case of the bidder is having more than 20 nos. manpower.**

4. BID SUBMISSION:-

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

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

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

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

4.2 FINANCIAL BID:-

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

4.2.2. The bidder/ tenderer will offer their rates (licence fee/ rent) excluding all taxes, Govt. levies etc for the allotment of shop/ premises as per BOQ.

4.2.3. Bids below the minimum reserve licence fee/price as per Annexure 'A' on the website shall not be accepted at any circumstances. As such, the license fee/ rent is to be determined as per the HIGHEST BID.

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

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

4.2.6 The Electricity / Water charges will be paid by the successful licencee (on actual consumption basis or fixed by the department) as such, the rates should be quoted accordingly.

5. EVALUATION OF BID:-

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

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

5.3 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.

6 IMPORTANT DATES OF BIDDING:-

i) Last date for submission/uploading bid:	**22.12.2023** up to 2.00 pm
ii) Date of opening the technical bid:	**22.12.2023** 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.***

7 EARNEST MONEY DEPOSIT (EMD).

7.1 Each Bidder must submit Earnest Money Deposit (EMD) in physical form in the shape of FDR/Bank guarantee for each shop/premises separately as mentioned in **Annexure 'A'** to the tender documents, drawn on any Scheduled bank payable at Chandigarh in an acceptable form valid upto 120 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.

7.2 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.

7.3 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.

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

8 BID VALIDITY.

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

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

9 PERIOD OF CONTRACT.

The contract/ licence shall be valid for 3 (Three) years from the date of actual possession or the last date of expiry of 15 days from the date of issue LOI whichever is earlier.

10 PERFORMANCE SECURITY-

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 instalment of rent/ license fee (last rent of contract as mentioned in the allotment letter) 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 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.

11. SIGNING OF AGREEMENT/ LICENCE DEED.

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

12. GENERAL TERMS AND CONDITIONS:-

12.1 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.

12.2 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 in favour of the Director Transport, UT., Chandigarh, 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.

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

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

12.5 In case, the successful bidder backs out, the Earnest Money Deposit shall be forfeited along with interest thereupon and the bidder shall be blacklisted for any future contract. Further, the tenderer/ bidder (s) will be liable to be blacklisted as per Chandigarh Administration, Finance Department Notification No. 1927-F&PO (3)-2009/1170, dated 27.02.2009 including following types of situations:-

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

12.6 In case successful bidder 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.

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

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

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

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

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

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

12.13 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.

12.14 The bidder must follow all the instructions/guidelines with respect to their business issued by respective Competent Authority time to time.

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

12.16 The licensee shall not be allowed extension of counter/additional space in any circumstances and shall not make any addition or alteration in the premises. 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 and decision of Director Transport, UT, Chandigarh will be final.

12.17 The licensee shall ensure good behaviour and his/her employees with the public.

12.18 The licencee shall ensure compliance of all the COVID-19 guidelines issued by Chandigarh Administration/Govt. of India.

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

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

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

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

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

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

12.25 The premises can at any time be inspected by authorized staff to ensure all the terms and conditions of this licence.

12.26 The licensee will indemnify the Chandigarh Transport Undertaking and keep it harmless from all claims, demands, action, cause and charges to which the Chandigarh Transport Undertaking may become liable or which it may have to pay or be held liable thereof by any reason including the reason of injury to any person, reputation or property suffered or sustained by any employee of the Chandigarh Transport Undertaking or arising out of any activity or negligence or commission of the licensee or its employees.

12.27 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.

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

12.29 The licensee of the concerned shops/premises shall be liable to deduct the EPF/ESI from the salary of his/their employees as per instructions of the EPF/ESI department and shall be deposited to the concerned quarter as per the guidelines and instructions of the EPF/ESI department.

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

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

12.32 After the allotment, the successful bidder shall submit the drug licence issued by the Local Authority.

13 IN ADDITION TO ABOVE, THE FOLLOWING TERMS AND CONDITIONS ARE ALSO APPLICABLE FOR THE GENERAL STORE WITHOUT EATABLE ITEMS :-

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

2. The rates of items to be sold in the Shops/premises will be fixed in consultation with department or the rates should not be charged above MRP in any manner.

3. The licensee shall only be allowed to sell the goods/items at the premises except eatable items.

4. The licensee shall sell the items at the General Store (without eatable items) at his own risk and cost after taking into consideration the business at the spot/sites/Locations at ISBT-17/43, Punjab Civil Secretariat, Chandigarh and he will not allowed at the premises (General Store without eatable items) to sell the eatable items at any circumstances.

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

6. No internet facility will be provided by the CTU to the licensee of shop allotted for gaming zone and licencee will ensure that volume of games i.e. 5D/7D will not disturb to the General Public at any manner.

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

1. The rates of the articles to be sold in the premises shall be got approved by the licensee from the Director Transport, U.T. Chandigarh and the same shall be displayed in the premises as duly approved by the Department.

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

3. The rates of items to be sold in the Shops shall be fixed in consultation with department. The rates shall be reasonable and the rates should not be charged above fixed rate or MRP in any manner and the same shall be increased or decreased in consultation with the Director Transport, U.T., Chandigarh.

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

5. The licensee shall be responsible for One base meal/beverage will be provided by licensee at the affordable rate for the common man.

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

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

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

15 **Specifications of the General Store (without eatable items):-** The licencee of the General Store will sale any items (except eatable items) i.e. garments, maniary items, gift items, mobile accessories, STD/PCO, Photostat Lamination, bags, leather items, clothes etc. etc. but he will not be allowed to sale any type of eatable items.

16 **Specifications of the General Store (with eatable items):-** The licencee of this shop will sale all the types of eatable items i.e. tea, soft/cold drinks, coffee, ice cream, sweets, bakery products etc. etc. But except hard food. Hard food means the breakfast, lunch and dinner items i.e. parantha, omelette, chappati, dal, sabji, veg/non-veg etc. (both cooked or pre-cooked). The licencee will not be allowed the preparation any type of the eatable items at the shop at any manner as such he will sale pre-cooked items only. In case of tea & coffee, the licensee will use only the vending machine. Any type of flame will not be allowed at any of shops at ISBT-17/43, Punjab Civil Secretariat (except Fast Food Centre, Restaurant, Dhaba and Food Court) as the kitchen has already been provided in the Fast Food Centre, Restaurant, Dhaba and Food Court only.

17 **PENALITIES/TERMINATION OF CONTRACT/ LICENCE**.

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

17.2 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.

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

17.4 On the termination of the licence in accordance with above Clause, the licensor may in addition to resumption of the premises, forfeit the whole or part of the security deposited by the licensee along with interest thereupon.

17.5 The licensee shall not surrender the licence of the shop before one year from the possession of shop. 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 the alternative arrangement is made by the licensor.
b. Security deposit shall be refunded after taking over the possession of the shop/premises by the new licensee after adjusting the outstanding rent/other charges, if any."

17.6 The licensee shall deliver the vacant possession of the premises to the authorised person of this office, U.T., Chandigarh on the expiry/ completion or termination of the license.

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

i) The Licensee will deliver the vacant possession of the shop in its original state to the licensor, failing which the shop shall be got vacated in accordance with the provisions contained in the Public Premises (Eviction of unauthorized Occupants) Act, 1971. The cost of damages, if any, to the premises or fixtures shall be recovered from the licensee.
ii) The amount of security lying at the credit of the licensee after adjusting all the dues shall, however, be refunded to him.

18. FORCE MAJEURE

18.1 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.

18.2 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.

18.3 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.

18.4 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.

18.5 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.

18.6 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.

19. SETTLEMENT OF DISPUTE.

19.1 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.

19.2 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.

19.3 **Language**

Language of appeal shall be English only.

20. <u>JURISDICTION.</u>

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

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

ANNEXURE-B

UNDERTAKING BY THE BIDDER ON NON JUDICIAL STAMP PAPER OF Rs. 15/- DULY ATTESTED FROM THE EXECUTIVE MAGISTRATE 1ST CLASS/NOTARY PUBLIC.

1. I, Sh. _____ S/o Sh. _____ Working as _____of the firm namely M/s._____are duly authorized to apply for this Tender.

2. I, the undersigned, have read and understood the above detailed terms and conditions as well as Tender Notice and undertake to abide by them.

3. I undertake that I/my firm/bank/company/firm have not been blacklisted/ debarred/ prosecuted by the Central/UT/State Government/ undertaking/ Board/ Corporation/ Authority/Court of Law.

4. I hereby undertake and declare that no criminal proceeding is pending against the undersigned/tenderer/firm/company anywhere in India and no dues/ outstanding of any of the Central/UT/State Government/Organization/Boards /Corporation against the tenderer/deponent/firm/company at the time of applying this tender.

Signature of the Tenderer
Name of the Tenderer _____
(In Capital Letter)
Address _____
_____
Tel/Mob No. _____
Email Address._____
PAN/TAN No. _____
GSTIN _____