OFFICE OF THE DIVISIONAL MANAGER, CTU & DIRECTOR TRANSPORT, U.T., CHANDIGARH

E-Auction of Shops/Canteens/Rooms

C.T.U invites bids for e-auction through GeM for renting out of Shops/Rooms/Canteens at ISBT-17, ISBT-43, Depot- I & II, Head Office, Chandigarh. Interested parties can submit their bids on or before 09.06.2026 upto 4p.m. The details are available on official website of C.T.U i.e. http://chdctu.gov.in and GeM portal i.e. https://forwardauction.gem.gov.in/eprocure/home.

AVIKESH GUPTA, PCS
Divisional Manager CTU &
Director Transport,
U.T., Chandigarh

Auction of shop no. 9 and 31 with eatbale ISBT-43

ADDITIONAL TERMS AND CONDITIONS

1. Scope of work:-

The Chandigarh Transport Undertaking (CTU), Chandigarh is having shops at Inter State Bus Terminus, Sector-43, Chandigarh and intends to allot these Shops on monthly rental/ licence basis plus GST extra (as applicable) for a period of 06 (Six) years for the facilities to the General Public, on the terms and conditions as mentioned herein. Chandigarh Transport Undertaking (CTU) invites bids from the individual/Companies/firms/Agency/ Organizations through e-Auction on GeM Portal for the allotment of these Shops as per Annexure-A attached. The Shops at ISBT, Sector-43 can also be inspected by the bidders during office hours on any working day by contacting Station Supervisor (Mobile No. 88722-00706), ISBT-43 and Care Taker (Bus Stand), CTU, Chandigarh.

2. QUALIFICATION CRITERIA.

The Bidder (s) should submit their documents and bid in two parts for:-

i) Technical Qualification

ii) Financial Qualification

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 & GST number. In case the bidder is not having PAN and GST Number, he must have applied for PAN & GST No. Before the last date & time of e-Auction and shall also upload the receipt in token of having applied for PAN & GST number.

2.1.3 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.

2.1.4 **The bidder must have valid Food License as on the date of participation in GeM e-Auction.**

2.1.5 **In the absence of valid Food Licence, the bid shall not be considered and shall be rejected straightway.**

2.1.6 The Bidder should have income tax return for the last three financial years i.e. 2022-2023, 2023-2024 and 2024-2025. **(Copies of which should be attached with the technical Auction Bid).**

2.2 FINANCIAL QUALIFICATION CRITERIA:-

2.2.1 The Technically Qualified bidder will upload a copy of Earnest Money Deposit (EMD) as mentioned in Annexure “A” on GeM Portal against the shops mentioned above. 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.___, ISBT-43, Chandigarh”** on the prescribed /stipulated date & time mentioned in the auction documents.

2.3 DOCUMENTS TO BE ATTACHED FOR TECHNICAL/FINANCIAL QUALIFICATION:-

The Bidder will upload the scanned copy of the following for qualification the technical/financial stage failing which Bidder will be technically disqualified:-

2.3.1 The copy of Income Tax Returns of last three years as per clause no.2.1.6.

2.3.2 The self attested copy of PAN Card and GST Number or Acknowledgement of of having applied for GST/PAN as per clause no.2.1.2.

2.3.3 Each page containing terms and conditions of the Auction notice should be signed by the Bidders with stamp of the firm and thereafter scanned copies thereof be uploaded on the GeM Portal.

2.3.4 The scanned copy of an Affidavit 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 as well as no criminal case pending and not convicted by any court of law to participate in the GEM E-auction will be uploaded. The Affidavit in original shall be deposited physically to this office in a sealed cover super scribed in bold letters **"AFFIDAFIT FOR THE ALLOTMENT OF SHOP No.___, ISBT-43, Chandigarh"** on or before the stipulated date & time mentioned in the Auction documents.

2.3.5 Upload the Earnest Money Deposit (EMD) and submit documentary evidence after the technical qualification on GeM Portal in the prescribed date & time. 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.___, ISBT-43, Chandigarh"** on or before the stipulated date & time mentioned in the auction documents.

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

3. IMPORTANT INSTRUCTION:-

3.1 All documents mentioned under clause 3 above shall be submitted duly signed by the Bidder (s).

3.1.1 The Bidder who has been debarred/blacklisted/prosecuted by the Chandigarh Administration/any State/ Central Govt. Bodies/ Undertakings /Court of law need not to apply.

3.1.2 Conditional/telegraphic bid 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.

3.1.3 The bid duly completed in all respect shall be uploaded by the Bidders in the manner as described in the Auction documents on stipulated date & time.

3.1.4 The Bidder (s) shall quote their rates online only as per e-auction.

3.1.5 Bid below the minimum reserve licence fee/price as per Annexure 'A' on the website shall not be accepted at any circumstances. The license fee/ rent will be determined as per the HIGHEST BID offered.

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

3.1.7 The financial bid will be opened of those Bidders who will technically qualify during evaluation of their documents uploaded at the time of submission of bid.

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

3.1.9 No supporting bid shall be allowed. In case it is found, the supporting bid shall be rejected straightway.

4. EVALUATION OF BID:-

4.1 The Tender shall be awarded to the BIDDER, who quote the HIGHEST rate in the Price Auction, provided the bidder fulfils all other terms and conditions of the Bid/Auction documents.

4.2 After scrutiny of the information received in Technical Qualification, clarifications, if any, where ever necessary, will be obtained from the Bidder. 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 evaluation.

5 EARNEST MONEY DEPOSIT (EMD).

5.1 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'** as per condition 2.2.1 and 2.3.5, drawn on any Scheduled bank payable at Chandigarh in an acceptable form valid upto 120 days from the last prescribed date for submission of EMD 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 as mentioned in the Bid/Auction Document. Bid without Earnest Money Deposit shall not be considered and shall be rejected out rightly. Bid received without requisite EMD (as required as the case may be) shall not be considered and rejected straightway.

5.2 The EMD of unsuccessful Bidder will be returned back immediately after the finalization of e-Auction.

5.3 The EMD of the successful bidder will be returned on receipt of the performance security and signing of agreement/license deed.

5.4 In case the successful Bidder backs out, the 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.

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

6 PERIOD OF CONTRACT.

The contract/ licence shall be valid for 6 (Six) years from the date of actual possession or the last date of expiry of 15 days from the date of issue LOI (Letter of Allotment) whichever is earlier.

7 PERFORMANCE SECURITY-

The successful bidder shall furnish 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/Bank Guarantee from any scheduled bank payable at Chandigarh duly pledged in favour of the Director Transport, U.T., Chandigarh (By designation) 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 performance 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 authorised representative of the office of Director Transport, U.T., Chandigarh.

8 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.

9 GENERAL TERMS AND CONDITIONS:-

9.1 The license shall be for a period of six 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.

9.2 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.

9.3 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.

9.4 No payment will be accepted through cheque/Cash in any case.

9.5 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 i.e. Director Transport, UT, Chandigarh increase/decrease the penalty subsequently, then the decision of the Director Transport will be binding upon the parties.

9.6 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.

9.7 In case the licensee shall install the sub meter at their own level on the same day of possession of shop, its information will be submitted by the bidder in writing to the Licensor within 07 days.

9.8 Licensee will also pay the water charges as fixed by the O/o 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.

9.9 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.

9.10 The licence can be 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 of licence as a matter of right.

9.11 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.

9.12 In case successful Bidder backs out, the CTU will be at liberty to consider the claim of H2 and can consider offer the allotment of contract of respective premises at the rate quoted by the highest Bidder (H1).

9.13 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 initiated.

9.14 The licensee shall take possession of the premises within fifteen days from the award of letter of allotment of premises.

9.15 The 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 Allotment (LOA) whichever is earlier.

9.16 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.

9.17 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 cost during the currency of contract.

9.18 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.

9.19 The Licensee shall pay for damage charges by him/her or his/her servants or agents during the period of license in respect of the property of the licensor.

9.20 The licensee shall not use the premises at the ISBT, Sector 43, Chandigarh for the purpose other than for which it shall be allotted.

9.21 The licensee shall pay all the Central, State and local taxes as levied from time to time by Competent Authority in future.

9.22 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.

9.23 The licensee shall obtain all the required permissions/licence from concerned authorities (if any) 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.

9.24 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.

9.25 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 O/o Director Transport, U.T., Chandigarh.

9.26 The licensee shall ensure good behaviour of his/her employees with the public.

9.27 The licensee shall ensure compliance of all the guidelines issued by Chandigarh Administration/Govt. of India time to time.

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

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

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

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

9.32 No servants shall be allowed to reside at the allotted site at night.

9.33 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.

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

9.35 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.

9.36 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.

9.37 The Licensee shall submit a passport size photograph along with specimen signatures, ID proof of himself and all his manpower/ workers deployed on allotted site duly self attested.

9.38 No unauthorized person to be deployed by him other than those whose photographs and specimen sign will be provided to CTU office.

9.39 In case of more than 20 employees, 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 deposit to the concerned quarter as per the guidelines and instructions of the EPF/ESI department.

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

9.41 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.

9.42 The licensee shall submit an Indemnity bond on prescribed stamps duty (duly notarised) while completion of contract as per Annexure “C” for releasing of Security Amount.

10 <u>IN ADDITION TO ABOVE, THE FOLLOWING TERMS AND CONDITIONS ARE ALSO APPLICABLE FOR THE GENERAL STORE WITH EATABLE ITEMS :-</u>

10.1 The rates of the articles to be sold in the premises shall be fixed by the licensee. In case of MRP item it will be obligatory for the licensee to sell the articles at MRP only. It will be mandatory for the licensee to display the rates of articles at the allotted premises/shop.

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

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

10.4 The licensee is not permitted to sell any item, product other than the items/product as per Annexure-‘A’.

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

10.6 The licensee shall be responsible for providing comfortable seating arrangements with aesthetic looks and pleasing ambience and maintained in a hygienic manner.

10.7 The tender without above these documents shall liable to be rejected straightway.

10.8 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.

11 **<u>PENALITIES/TERMINATION OF CONTRACT/ LICENCE</u>**.

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

11.2 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.

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

11.4 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.

11.5 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."

11.6 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.

11.7 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.

12. FORCE MAJEURE

12.1 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.

12.2 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.

12.3 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.

12.4 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.

12.5 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.

12.6 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.

13. SETTLEMENT OF DISPUTE.

13.1 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 final and binding upon both the parties.

14 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.

15 Language

Language of appeal shall be English only.

16 <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.

ANNEXURE-A

Sr. No	Shop No.	Trade of Shop	Reserve Price P.M excluding taxes (in Rs)	Earnest Money Deposit (EMD) (Rs.)
1.	Shop no. 9, ISBT-43	General Store with eatable items except hard food	**6,60,000/-**	**19,00,000/-**
2.	Shop No.31 ISBT-43	General Store with eatable items except hard food	**2,25,900/-**	**6,51,000/-**

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 detailed terms and conditions of the Auction 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 are outstanding in respect of any of the Central/UT/State Government/Organization/Boards /Corporation against the tenderer/deponent/firm/company at the time of applying this Auction Notice.

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

Annexure-C

INDEMNITY BOND (Performa)

This Indemnity Bond is made on _____ day of _____/2024. by Sh. _____ licensee of Shop No.(name of premises) _____, ISBT-____, Chandigarh.

And whereas I have allotted contract/license of Shop No. ___, ISBT, Sector ___, Chandigarh for the period from _____ to _____. The said contract has been expired on _____.

And whereas, I have deposited all the dues up to date and nothing is due against me on account of rent/GST/TCS/other taxes.

That I shall hereby declare and undertakes that I will deposit any dues if found outstanding against me at any later stage on account of rent/service tax/GST TCS etc., of Shop No. _____, ISBT, Sector _____, Chandigarh as I am liable to deposit for the same.

Signature of the licensee
Name: _____.
_____,
_____,
_____.

Witness:

1._____

2._____

Fresh Tender for Shop no. 17 with eatbale ISBT-43

ADDITIONAL TERMS AND CONDITIONS

1. Scope of work:-

The Chandigarh Transport Undertaking (CTU), Chandigarh is having shops at Inter State Bus Terminus, Sector-43, Chandigarh and intends to allot these Shops on monthly rental/ licence basis plus GST extra (as applicable) for a period of 06 (Six) years for the facilities to the General Public, on the terms and conditions as mentioned herein. Chandigarh Transport Undertaking (CTU) invites bids from the individual/Companies/firms/Agency/Organizations through e-Auction on GeM Portal for the allotment of these Shops as per Annexure-A attached. The Shops at ISBT, Sector-43 can also be inspected by the bidders during office hours on any working day by contacting Station Supervisor (Mobile No. 88722-00706), ISBT-43 and Care Taker (Bus Stand), CTU, Chandigarh.

2. QUALIFICATION CRITERIA.

The Bidder (s) should submit their documents and bid in two parts for:-

i) Technical Qualification

ii) Financial Qualification

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 & GST number. In case the bidder is not having PAN and GST Number, he must have applied for PAN & GST No. Before the last date & time of e-Auction and shall also upload the receipt in token of having applied for PAN & GST number.

2.1.3 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.

2.1.4 **The bidder must have valid Food License as on the date of participation in GeM e-Auction.**

2.1.5 **In the absence of valid Food Licence, the bid shall not be considered and shall be rejected straightway.**

2.1.6 The Bidder should have income tax return for the last three financial years i.e. 2022-2023, 2023-2024 and 2024-2025. **(Copies of which should be attached with the technical Auction Bid).**

2.2 FINANCIAL QUALIFICATION CRITERIA:-

2.2.1 The Technically Qualified bidder will upload a copy of Earnest Money Deposit (EMD) as mentioned in Annexure “A” on GeM Portal against the shops mentioned above. 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.___, ISBT-43, Chandigarh”** on the prescribed /stipulated date & time mentioned in the auction documents.

2.3 DOCUMENTS TO BE ATTACHED FOR TECHNICAL/FINANCIAL QUALIFICATION:-

The Bidder will upload the scanned copy of the following for qualification the technical/financial stage failing which Bidder will be technically disqualified:-

2.3.1 The copy of Income Tax Returns of last three years as per clause no.2.1.6.

2.3.2 The self attested copy of PAN Card and GST Number or Acknowledgement of of having applied for GST/PAN as per clause no.2.1.2.

2.3.3 Each page containing terms and conditions of the Auction notice should be signed by the Bidders with stamp of the firm and thereafter scanned copies thereof be uploaded on the GeM Portal.

2.3.4 The scanned copy of an Affidavit 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 as well as no criminal case pending and not convicted by any court of law to participate in the GEM E-auction will be uploaded. The Affidavit in original shall be deposited physically to this office in a sealed cover super scribed in bold letters **"AFFIDAFIT FOR THE ALLOTMENT OF SHOP No.___, ISBT-43, Chandigarh"** on or before the stipulated date & time mentioned in the Auction documents.

2.3.5 Upload the Earnest Money Deposit (EMD) and submit documentary evidence after the technical qualification on GeM Portal in the prescribed date & time. 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.___, ISBT-43, Chandigarh"** on or before the stipulated date & time mentioned in the auction documents.

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

3. <u>IMPORTANT INSTRUCTION:-</u>

3.1 All documents mentioned under clause 3 above shall be submitted duly signed by the Bidder (s).

3.1.1 The Bidder who has been debarred/blacklisted/prosecuted by the Chandigarh Administration/any State/ Central Govt. Bodies/ Undertakings /Court of law need not to apply.

3.1.2 Conditional/telegraphic bid 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.

3.1.3 The bid duly completed in all respect shall be uploaded by the Bidders in the manner as described in the Auction documents on stipulated date & time.

3.1.4 The Bidder (s) shall quote their rates online only as per e-auction.

3.1.5 Bid below the minimum reserve licence fee/price as per Annexure 'A' on the website shall not be accepted at any circumstances. The license fee/ rent will be determined as per the HIGHEST BID offered.

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

3.1.7 The financial bid will be opened of those Bidders who will technically qualify during evaluation of their documents uploaded at the time of submission of bid.

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

3.1.9 No supporting bid shall be allowed. In case it is found, the supporting bid shall be rejected straightway.

4. EVALUATION OF BID:-

4.1 The Tender shall be awarded to the BIDDER, who quote the HIGHEST rate in the Price Auction, provided the bidder fulfils all other terms and conditions of the Bid/Auction documents.

4.2 After scrutiny of the information received in Technical Qualification, clarifications, if any, where ever necessary, will be obtained from the Bidder. 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 evaluation.

5 EARNEST MONEY DEPOSIT (EMD).

5.1 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'** as per condition 2.2.1 and 2.3.5, drawn on any Scheduled bank payable at Chandigarh in an acceptable form valid upto 120 days from the last prescribed date for submission of EMD 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 as mentioned in the Bid/Auction Document. Bid without Earnest Money Deposit shall not be considered and shall be rejected out rightly. Bid received without requisite EMD (as required as the case may be) shall not be considered and rejected straightway.

5.2 The EMD of unsuccessful Bidder will be returned back immediately after the finalization of e-Auction.

5.3 The EMD of the successful bidder will be returned on receipt of the performance security and signing of agreement/license deed.

5.4 In case the successful Bidder backs out, the 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.

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

6 PERIOD OF CONTRACT.

The contract/ licence shall be valid for 6 (Six) years from the date of actual possession or the last date of expiry of 15 days from the date of issue LOI (Letter of Allotment) whichever is earlier.

7 PERFORMANCE SECURITY-

The successful bidder shall furnish 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/Bank Guarantee from any scheduled bank payable at Chandigarh duly pledged in favour of the Director Transport, U.T., Chandigarh (By designation) 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 performance 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 authorised representative of the office of Director Transport, U.T., Chandigarh.

8 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.

9 GENERAL TERMS AND CONDITIONS:-

9.1 The license shall be for a period of six 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.

9.2 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.

9.3 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.

9.4 No payment will be accepted through cheque/Cash in any case.

9.5 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 i.e. Director Transport, UT, Chandigarh increase/decrease the penalty subsequently, then the decision of the Director Transport will be binding upon the parties.

9.6 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.

9.7 In case the licensee shall install the sub meter at their own level on the same day of possession of shop, its information will be submitted by the bidder in writing to the Licensor within 07 days.

9.8 Licensee will also pay the water charges as fixed by the O/o 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.

9.9 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.

9.10 The licence can be 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 of licence as a matter of right.

9.11 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.

9.12 In case successful Bidder backs out, the CTU will be at liberty to consider the claim of H2 and can consider offer the allotment of contract of respective premises at the rate quoted by the highest Bidder (H1).

9.13 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 initiated.

9.14 The licensee shall take possession of the premises within fifteen days from the award of letter of allotment of premises.

9.15 The 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 Allotment (LOA) whichever is earlier.

9.16 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.

9.17 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 cost during the currency of contract.

9.18 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.

9.19 The Licensee shall pay for damage charges by him/her or his/her servants or agents during the period of license in respect of the property of the licensor.

9.20 The licensee shall not use the premises at the ISBT, Sector 43, Chandigarh for the purpose other than for which it shall be allotted.

9.21 The licensee shall pay all the Central, State and local taxes as levied from time to time by Competent Authority in future.

9.22 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.

9.23 The licensee shall obtain all the required permissions/licence from concerned authorities (if any) 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.

9.24 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.

9.25 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 O/o Director Transport, U.T., Chandigarh.

9.26 The licensee shall ensure good behaviour of his/her employees with the public.

9.27 The licensee shall ensure compliance of all the guidelines issued by Chandigarh Administration/Govt. of India time to time.

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

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

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

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

9.32 No servants shall be allowed to reside at the allotted site at night.

9.33 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.

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

9.35 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.

9.36 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.

9.37 The Licensee shall submit a passport size photograph along with specimen signatures, ID proof of himself and all his manpower/ workers deployed on allotted site duly self attested.

9.38 No unauthorized person to be deployed by him other than those whose photographs and specimen sign will be provided to CTU office.

9.39 In case of more than 20 employees, 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 deposit to

the concerned quarter as per the guidelines and instructions of the EPF/ESI department.

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

9.41 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.

9.42 The licensee shall submit an Indemnity bond on prescribed stamps duty (duly notarised) while completion of contract as per Annexure "C" for releasing of Security Amount.

10 IN ADDITION TO ABOVE, THE FOLLOWING TERMS AND CONDITIONS ARE ALSO APPLICABLE FOR THE GENERAL STORE WITH EATABLE ITEMS :-

10.1 The rates of the articles to be sold in the premises shall be fixed by the licensee. In case of MRP item it will be obligatory for the licensee to sell the articles at MRP only. It will be mandatory for the licensee to display the rates of articles at the allotted premises/shop.

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

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

10.4 The licensee is not permitted to sell any item, product other than the items/product as per Annexure-'A'.

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

10.6 The licensee shall be responsible for providing comfortable seating arrangements with aesthetic looks and pleasing ambience and maintained in a hygienic manner.

10.7 The tender without above these documents shall liable to be rejected straightway.

10.8 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.

11. IN ADDITION TO ABOVE, THE FOLLOWING TERMS AND CONDITIONS ARE ALSO APPLICABLE FOR FAST FOOD CENTRE 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 bidder should have minimum experience of two years in the relevant field of running food outlets i.e. as the same trade as the fast food centre (copy of which as proof of experience alongwith work satisfactory certificate should be attached).

6. The bidder should submit the copy of valid Income Tax Return of last two years with the technical bid.

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

8. The licensee should have Food License certificate from the competent authority in respect of business.

9. The tender without above these documents shall liable to be rejected straightway.

10. 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.

11. The licensee shall provide following:
    a) Tea/Coffee
    b) Parantha
    c) Chole Bhature
    d) Ice Cream Parlor
    e) Soft Drink
    f) Bakery Section
    g) Sweet Section
    h) Snacks Section
    i) Food Section
    j) Tea/Coffee

12. The bidder should have minimum annual turnover of Rs. 1 Crore (Rupees One crore only) in the last Financial years i.e. 2023-24 & 2024-2025 in the same trade (in the case of fast food centre only). Also Financial Statements duly audited by the Chartered Accountant shall be attached.

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

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

11.2 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.

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

11.4 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.

11.5 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."

11.6 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.

11.7 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.

12. FORCE MAJEURE

12.1 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.

12.2 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.

12.3 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.

12.4 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.

12.5 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.

12.6 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.

13. SETTLEMENT OF DISPUTE.

13.1 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 final and binding upon both the parties.

14 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.

15 Language

Language of appeal shall be English only.

16 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.

ANNEXURE-A

Sr. No	Shop No.	Trade of Shop	Size of shop/ premises	Reserve Price per month excluding taxes	Status of shop/ Remarks	Earnest Money Deposit (EMD) (Rs.)
1.	17	Fast Food Centre	42 feet x 30 feet	Rs. 5,92,402/-	**(with immediate effect)**	17,07,000/-

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 detailed terms and conditions of the Auction 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 are outstanding in respect of any of the Central/UT/State Government/Organization/Boards /Corporation against the tenderer/deponent/firm/company at the time of applying this Auction Notice.

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

Annexure-C

INDEMNITY BOND (Performa)

This Indemnity Bond is made on _____ day of _____/2024. by Sh. _____ licensee of Shop No.(name of premises) _____, ISBT-____, Chandigarh.

And whereas I have allotted contract/license of Shop No. ___, ISBT, Sector ___, Chandigarh for the period from _____ to _____. The said contract has been expired on _____.

And whereas, I have deposited all the dues up to date and nothing is due against me on account of rent/GST/TCS/other taxes.

That I shall hereby declare and undertakes that I will deposit any dues if found outstanding against me at any later stage on account of rent/service tax/GST TCS etc., of Shop No. _____, ISBT, Sector _____, Chandigarh as I am liable to deposit for the same.

Signature of the licensee
Name: _____.
_____,
_____,
_____.

Witness:

1._____

2._____

Hall no 1 ISBT 43

ADDITIONAL TERMS AND CONDITIONS

1. Scope of work:-

The Chandigarh Transport Undertaking (CTU), Chandigarh is having Hall No. 1 at Inter State Bus Terminus, Sector-43, Chandigarh and intends to allot this Hall No. 1 on **"As is, where is basis"** for the trade **Office/Store/Sale-cum-Exhibition Hall** on monthly rental / licence basis plus GST extra (as applicable) for a period of 06 (Six) years for the facilities to the General Public, on the terms and conditions as mentioned herein. Chandigarh Transport Undertaking (CTU) invites bids from the individual/Companies/firms/Agency/ Organizations through e-Auction on GeM Portal for the allotment of this Hall as per Annexure-A attached. The Hall No. 1 at ISBT, Sector-43 can also be inspected by the bidders during office hours on any working day by contacting Station Supervisor (Mobile No.9417332992) ISBT-43 and Care Taker (Bus Stand), CTU, Chandigarh.

2. QUALIFICATION CRITERIA.

The Bidder (s) should submit their documents and bid in two parts for:-

i) Technical Qualification

ii) Financial Qualification

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 & GST number. In case the bidder is not having PAN and GST Number, he must have applied for PAN & GST No. Before the last date & time of e-Auction and shall also upload the receipt in token of having applied for PAN & GST number.

2.1.3 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.

2.1.4 The Bidder should have income tax return for the last three financial years i.e. 2022-2023, 2023-2024 and 2024-2025. **(Copies of which should be attached with the technical Auction Bid).**

2.2 FINANCIAL QUALIFICATION CRITERIA:-

2.2.1 The Technically Qualified bidder will upload a copy of Earnest Money Deposit (EMD) as mentioned in Annexure "A" on GeM Portal against the hall mentioned above. 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 HALL No. 1, ISBT-43, Chandigarh"** on the prescribed /stipulated date & time mentioned in the auction documents.

2.3 DOCUMENTS TO BE ATTACHED FOR TECHNICAL/FINANCIAL QUALIFICATION:-

The Bidder will upload the scanned copy of the following for qualification the technical/financial stage failing which Bidder will be technically disqualified:-

2.3.1 The copy of Income Tax Returns of last three years as per clause no.2.1.4.

2.3.2 The self attested copy of PAN Card and GST Number or Acknowledgement of having applied for GST/PAN as per clause no.2.1.2.

2.3.3 Each page containing terms and conditions of the Auction notice should be signed by the Bidders with stamp of the firm and thereafter scanned copies thereof be uploaded on the GeM Portal.

2.3.4 The scanned copy of an Affidavit 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 as well as no criminal case pending and not convicted by any court of law to participate in the GEM E-auction will be uploaded. The Affidavit in original shall be deposited physically to this office in a sealed cover super scribed in bold letters **"AFFIDAFIT FOR THE ALLOTMENT OF HALL No. 1, ISBT-43, Chandigarh"** on or before the stipulated date & time mentioned in the Auction documents.

2.3.5 Upload the Earnest Money Deposit (EMD) and submit documentary evidence after the technical qualification on GeM Portal in the prescribed date & time. 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 HALL No. 1, ISBT-43, Chandigarh"** on or before the stipulated date & time mentioned in the auction documents.

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

3. IMPORTANT INSTRUCTION:-

3.1 All documents mentioned under clause 3 above shall be submitted duly signed by the Bidder (s).

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5.1 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'** as per condition 2.2.1 and 2.3.5, drawn on any Scheduled bank payable at Chandigarh in an acceptable form valid upto 120 days from the last prescribed date for submission of EMD 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 as mentioned in the Bid/Auction Document. Bid without Earnest Money Deposit shall not be considered and shall be rejected out rightly. Bid received without requisite EMD (as required as the case may be) shall not be considered and rejected straightway.

5.2 The EMD of unsuccessful Bidder will be returned back immediately after the finalization of e-Auction.

5.3 The EMD of the successful bidder will be returned on receipt of the performance security and signing of agreement/license deed.

5.4 In case the successful Bidder backs out, the 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.

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

6 PERIOD OF CONTRACT.

The contract/ licence shall be valid for 6 (Six) years from the date of actual possession or the last date of expiry of 15 days from the date of issue LOI (Letter of Allotment) whichever is earlier.

7 PERFORMANCE SECURITY-

The successful bidder shall furnish 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/Bank Guarantee from any scheduled bank payable at Chandigarh duly pledged in favour of the Director Transport, U.T., Chandigarh (By designation) 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 performance 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 authorised representative of the office of Director Transport, U.T., Chandigarh.

8 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.

9 GENERAL TERMS AND CONDITIONS:-

9.1 The license shall be for a period of six 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.

9.2 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.

9.3 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.

9.4 No payment will be accepted through cheque/Cash in any case.

9.5 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 i.e. Director Transport, UT, Chandigarh increase/decrease the penalty subsequently, then the decision of the Director Transport will be binding upon the parties.

9.6 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 install the sub meter at their own level on the same day of possession of hall and its information will be submitted by the bidder in writing to the Licensor within 07 days.

9.7 The licensee will pay the electricity charges @ Rs. 6/- per unit as fixed by the department at the time of depositing the licence fee to the CTU.

9.8 If the licensee fails to install the electricity meter or sub-meter within the specified time, the licensee shall be liable to pay ₹10,000 per month as electricity charges.

9.9 Licensee will also pay the water charges as fixed by the O/o 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.

9.10 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.

9.11 The licence can be 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 of licence as a matter of right.

9.12 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.

9.13 In case successful Bidder backsout, the CTU will be at liberty to consider the claim of H2 and can consider offer the allotment of contract of respective premises at the rate quoted by the highest Bidder (H1).

9.14 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 initiated.

9.15 The licensee shall take possession of the premises within fifteen days from the award of letter of allotment of premises.

9.16 The 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 Allotment (LOA) whichever is earlier.

9.17 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.

9.18 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 cost during the currency of contract.

9.19 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.

9.20 The Licensee shall pay for damage charges by him/her or his/her servants or agents during the period of license in respect of the property of the licensor.

9.21 The licensee shall not use the premises at the ISBT, Sector 43, Chandigarh for the purpose other than for which it shall be allotted.

9.22 The licensee shall pay all the Central, State and local taxes as levied from time to time by Competent Authority in future.

9.23 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.

9.24 The licensee shall obtain all the required permissions/licence from concerned authorities (if any) 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.

9.25 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.

9.26 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 O/o Director Transport, U.T., Chandigarh.

9.27 The licensee shall ensure good behaviour of his/her employees with the public.

9.28 The licensee shall ensure compliance of all the guidelines issued by Chandigarh Administration/Govt. of India time to time.

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

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

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

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

9.33 No servants shall be allowed to reside at the allotted site at night.

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

9.35 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.

9.36 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.

9.37 The Licensee shall submit a passport size photograph along with specimen signatures, ID proof of himself and all his manpower/ workers deployed on allotted site duly self attested.

9.38 No unauthorized person to be deployed by him other than those whose photographs and specimen sign will be provided to CTU office.

9.39 In case of more than 20 employees, 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 deposit to the concerned quarter as per the guidelines and instructions of the EPF/ESI department.

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

9.41 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.

9.42 The licensee shall submit an Indemnity bond on prescribed stamps duty (duly notarised) while completion of contract as per Annexure “C” for releasing of Security Amount.

9.43 Selling of eatable items not allowed.

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

9.45 The tender without above these documents shall liable to be rejected straightway.

9.46 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.

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

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

11.2 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.

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

11.4 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.

11.5 The licensee shall not surrender the licence of the hall before one year from the possession of hall. 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.”

11.6 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.

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

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

12. FORCE MAJEURE

12.1 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.

12.2 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.

12.3 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.

12.4 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.

12.5 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.

12.6 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.

13. <u>SETTLEMENT OF DISPUTE</u>.

13.1 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 final and binding upon both the parties.

14 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.

15 Language

Language of appeal shall be English only.

16 <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.

ANNEXURE-A

Sr. No.	Hall No.	Trade of Hall	Reserve Price P.M excluding taxes (in Rs)	Earnest Money Deposit (EMD) (Rs.)
1.	Hall No.1 at ISBT-43, Chandigarh	Office / Store / Sale-cum- Exhibition Hall	Rs. 50,400/-	Rs. 1,46,000/-

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 detailed terms and conditions of the Auction 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 are outstanding in respect of any of the Central/UT/State Government/Organization/Boards /Corporation against the tenderer/deponent/firm/company at the time of applying this Auction Notice.

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

Annexure-C

INDEMNITY BOND (Performa)

This Indemnity Bond is made on _____ day of _____ 2025 by Sh. _____ licensee of Hall No. ___(name of premises) _____, ISBT-43, Chandigarh.

And whereas I have allotted contract/license of Hall No. ___, ISBT, Sector ___, Chandigarh for the period from _____ to _____. The said contract has been expired on _____.

And whereas, I have deposited all the dues up to date and nothing is due against me on account of rent/GST/TCS/other taxes.

That I shall hereby declare and undertakes that I will deposit any dues if found outstanding against me at any later stage on account of rent/service tax/GST TCS etc., of Hall No. _____, ISBT, Sector _____, Chandigarh as I am liable to deposit for the same.

Signature of the licensee
Name: _____.
_____,
_____,
_____.

Witness:

1._____

2._____

Restaurant (Hall no. 4)

ADDITIONAL TERMS AND CONDITIONS

1. Scope of work:-

The Chandigarh Transport Undertaking (CTU), Chandigarh is having site for Hall no. 4 (Restaurant) at Inter State Bus Terminus, Sector-43, Chandigarh and intends to allot this site on monthly rental/ licence fee basis plus GST extra (as applicable) for a period of 6 (Six) years for the facilities to the General Public on the terms and conditions as mentioned herein. Chandigarh Transport Undertaking (CTU) invites bids from the individual/Companies/firms/Agency/ Organizations through e-Auction on GeM Portal for the allotment of these Shops/premises as per Annexure-A attached. The Shops/premises at ISBT, Sector-43 can also be inspected by the bidders during office hours on any working day by contacting Station Supervisor (Mobile No. 88722-00706), ISBT-43 and Care Taker (Bus Stand), CTU, Chandigarh.

2. QUALIFICATION CRITERIA.

The Bidder (s) should submit their documents and bid in two parts i.e.:-

i) Technical Qualification

ii) Financial Qualification

2.1 TECHNICAL QUALIFICATION CRITERIA

2.1.1 The individuals/Company/Organization/firms/Agency can submit their e-bids on GeM Portal.

2.1.2 The bidder shall provide the Income Tax Return of last three financial years i.e. 2022-23, 2023-24 and 2024-25.

2.1.3 The bidder shall provide the PAN/GST registration certificate.

2.1.4 The bidder shall provide minimum average annual turnover certificate of Rs.1.5 Crore in the last three financial years duly certified by the Chartered Accountant in same trade.

2.1.5 The bidder shall provide two years experience in same trade in the last five years i.e w.e.f. 01.04.2020 to 31.03.2025.

2.1.6 The bidder shall provide EPF/ESIC Certificate.

2.1.7 The bidder should have valid food license and upload the same for technical qualification.

2.2 FINANCIAL QUALIFICATION CRITERIA:-

2.2.1 The Technically Qualified bidder will upload a copy of Earnest Money Deposit (EMD) as mentioned in Annexure “A” on GeM Portal against the shop/premises/rooms for which the bidder intends to participate. 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 HALL NO. 4 (RESTAURANT), ISBT-43, Chandigarh”** on the prescribed /stipulated date & time mentioned in the auction documents.

3 DOCUMENTS TO BE ATTACHED FOR TECHNICAL/FINANCIAL QUALIFICATION:-

The Bidder will upload the scanned copy of the following for qualification the technical/financial stage failing which Bidder will be technically disqualified:-

3.1 The copy of all documents as per clause no.2.1.1 to 2.1.7.

3.2 The self attested copy of TAN/PAN Card/GSTIN/Acknowledgement of application for GST/PAN as per clause no.2.1.2.

3.3 Each page containing terms and conditions of the Auction notice should be signed by the Bidders with stamp of the firm and thereafter scanned copies thereof be uploaded on the GeM Portal.

3.4 The scanned copy of an Affidavit 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 as well as no criminal case pending and not convicted by any court of law to participate in the tender will be uploaded. The Affidavit in original shall be deposited physically to this office in a sealed cover super scribed in bold letters **"AFFIDAFIT FOR THE ALLOTMENT OF HALL NO. 4 (RESTAURANT), ISBT-43, Chandigarh"** on or before the stipulated date & time mentioned in the Auction documents.

3.5 Upload the Earnest Money Deposit (EMD) and submit documentary evidence after the technical qualification on GeM Portal in the prescribed date & time. 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 HALL No. 4 (RESTAURANT), ISBT-43, Chandigarh"** on or before the stipulated date & time mentioned in the auction documents.

4. IMPORTANT INSTRUCTION:-

4.1 All documents mentioned under clause 3 above shall be submitted duly signed by the Bidder (s).

4.1.1 The Bidder 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 Auction.

4.1.2 Conditional/telegraphic bid 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 bid duly completed in all respect shall be uploaded by the Bidders in the manner as described in the Auction documents on stipulated date & time.

4.1.4 The Bidder (s) should submit their price bid/rate online only as per the auction.

4.1.5 The Bidder/ tenderer will offer their rates for monthly licence fee excluding all taxes, Govt. levies etc for the allotment of shop/ premises as per auction/RFP.

4.1.6 Bid below the minimum reserve licence fee/price as per Annexure 'A' on the website shall not be accepted at any circumstances. The license fee/ rent will be determined as per the HIGHEST BID offered.

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

4.1.8 The Price bid will only be opened of those Bidders who will technically qualify during evaluation of their documents uploaded at the time of submission of bid.

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

4.1.10 The site is reserved for Restaurant purpose only (i.e. Cooked food, water bottle, cold drinks, lassi, shakes & ice creams etc). No items shall be permitted to sell in the Restaurant site except these items.

5. EVALUATION OF BID:-

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

5.2 After scrutiny of the information received in Technical Qualification, clarifications, if any, where ever necessary, will be obtained from the Bidder. 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 evaluation.

6 EARNEST MONEY DEPOSIT (EMD).

6.1 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'** as per condition 2.21 and 3.5, drawn on any Scheduled bank payable at Chandigarh in an acceptable form valid upto 120 days from the last prescribed date for submission of EMD 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 as mentioned in the Bid/Auction Document. Bid without Earnest Money Deposit shall not be considered and shall be rejected out rightly. Bid received without requisite EMD (as required as the case may be) shall not be considered and rejected straightway.

6.2 The EMD of unsuccessful Bidder will be returned back immediately after the finalization of Auction. The EMD of the successful Bidder will be returned on receipt of the performance security and signing of agreement/ licence deed.

6.3 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.

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

7 PERIOD OF CONTRACT.

The contract/ licence shall be valid for 6 (Six) years with annual increase of 10% from the date of actual possession or the last date of expiry of 15 days from the date of issue LOI whichever is earlier.

8 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/Bank Guarantee from any scheduled bank payable at Chandigarh duly pledged in favour of the Director Transport, U.T., Chandigarh (By designation) 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 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.

9 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.

10 GENERAL TERMS AND CONDITIONS:-

10.1 The license shall be for a period of Six years with an annual increase of 10% (Ten percent) in the license fee).

10.2 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.

10.3 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.

10.4 No payment will be accepted through cheque/Cash in any case.

10.5 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 i.e. Director Transport, UT, Chandigarh increase/decrease the penalty subsequently, then the decision of the Director Transport will be binding upon the parties.

10.6 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 install the sub meter at their own level on the same day of possession of shop and its information will be submitted by the bidder in writing to the Licensor within 07 days.

10.7 The licensee will pay the electricity charges @ Rs. 6/- per unit as fixed by the department at the time of depositing the licence fee to the CTU.

10.8 If the licensee fails to install the electricity meter or sub-meter within the specified time, the licensee shall be liable to pay ₹10,000 per month as electricity charges.

10.9 The licence can be 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 of licence as a matter of right.

10.10 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.

10.11 In case successful Bidder backsout, the CTU will be at liberty to consider the claim of H2 and can consider offer the allotment of contract of respective premises at the rate quoted by the highest Bidder (H1).

10.12 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 intiated.

10.13 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.

10.14 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.

10.15 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 cost during the currency of contract.

10.16 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 charges by him/her or his/her servants or agents during the period of license in respect of the property of the licensor.

10.17 The licensee shall not use the premises at the ISBT, Sector 43, Chandigarh for the purpose other than for which it shall be allotted.

10.18 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.

10.19 The licensee shall obtain all the required permissions/licence from concerned authorities (if any) 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.

10.20 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 O/o Director Transport, U.T., Chandigarh.

10.21 The licensee shall ensure good behaviour of his/her employees with the public.

10.22 The licensee shall ensure compliance of all the guidelines issued by Chandigarh Administration/Govt. of India time to time.

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

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

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

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

10.27 No servants shall be allowed to reside at the allotted site at night.

10.28 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.

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

10.30 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.

10.31 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.

10.32 The Licensee shall submit a passport size photograph along with specimen signatures, ID proof of himself and all his manpower/ workers deployed on allotted site duly self attested. No unauthorized person to be deployed by him other than those whose photographs and specimen sign will be provided to CTU office.

10.33 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 deposit to the concerned quarter as per the guidelines and instructions of the EPF/ESI department.

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

10.35 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.

10.36 The licensor shall submit an Indemnity bond on prescribed stamps duty (duly notarised) while completion of contract as per Annexure “C” for releasing of Security Amount.

11 <u>IN ADDITION TO ABOVE, THE FOLLOWING TERMS AND CONDITIONS ARE ALSO APPLICABLE :-</u>

11.1.1 The rates of the articles to be sold in the premises shall be fixed by the licensee. In case of MRP item it will be obligatory for the licensee to sell the articles at not more than MRP. It will be mandatory for the licensee to display the rates of articles at the allotted premises/shop.

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

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

11.4 The licensee shall be responsible for providing comfortable seating arrangements with aesthetic looks and pleasing ambience and maintained in a hygienic manner.

11.5 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.

12 **<u>PENALITIES/TERMINATION OF CONTRACT/ LICENCE</u>**.

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

12.2 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.

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

12.4 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.

12.5 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.”

12.6 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.

12.7 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.

13. FORCE MAJEURE

13.1 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.

13.2 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.

13.3 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.

13.4 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.

13.5 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.

13.6 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.

14. SETTLEMENT OF DISPUTE.

14.1 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 final and binding upon both the parties.

15 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.

16 Language

Language of appeal shall be English only.

17 <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.

ANNEXURE-A

Sr. No.	Site/Premise	Trade of Shop	Reserve Price P.M excluding taxes (in Rs)	Earnest Money Deposit (EMD) (Rs.)
1	Hall no. 4, ISBT-43	Restaurant	72,000/-	2,08,000/-

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 detailed terms and conditions of the Auction 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 are outstanding in respect of any of the Central/UT/State Government/Organization/Boards /Corporation against the tenderer/deponent/firm/company at the time of applying this Auction Notice.

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

Annexure-C

INDEMNITY BOND (Proforma)

This Indemnity Bond is made on _____ day of _____/2025 by Sh. _____ licensee of Hall No. 4 (Restaurant), ISBT-43, Chandigarh.

And whereas I have allotted contract/license of Hall No. 4 (Restaurant), ISBT-43, Chandigarh for the period from _____ to _____. The said contract has been expired on _____.

And whereas, I have deposited all the dues up to date and nothing is due against me on account of rent/GST/TCS/other taxes.

That I shall hereby declare and undertakes that I will deposit any dues if found outstanding against me at any later stage on account of rent/service tax/GST TCS etc., of Hall No. 4 (Restaurant), ISBT-43, Chandigarh as I am liable to deposit for the same.

Signature of the licensee
Name: _____.
_____,
_____,
_____.

Witness:

1._____

2._____

Tender for canteens (Depot no 1 2 and Admin block)

ADDITIONAL TERMS AND CONDITIONS

1. Scope of work:-

The Chandigarh Transport Undertaking (CTU), Chandigarh is having canteens at Depot No. I, Depot no. II and Administrative Block, CTU, Chandigarh and intends to allot these canteen on monthly rental/ licence basis plus GST extra (as applicable) for a period of 3 (Three) years for the facilities to the staff of CTU on the terms and conditions as mentioned herein. Chandigarh Transport Undertaking (CTU) invites bids from the individual/Companies/firms/Agency/ Organizations through e-Auction on GeM Portal for the allotment of these canteen as per Annexure-A attached. The Canteens can also be inspected by the bidders during office hours on any working day by contacting Caretaker (Mobile No. 8146995522), CTU, Chandigarh.

2. QUALIFICATION CRITERIA.

The Bidder (s) should submit their documents and bid in two parts i.e.:-

i) Technical Qualification

ii) Financial Qualification

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 must have applied for PAN/TAN/GST before the last date & time e-Auction and shall also upload the receipt in token of having applied PAN/TAN/GST number.

2.1.3 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.

2.1.4 **In case of Restaurant/ Food Court/ Fast Food Centre/Canteen/Eatable food items only** --The bidder should have valid Food License certificate from the competent authority in respect of business i.e. Restaurant/ Food Court/ Fast Food Centre/Eatable food items. However, the successful bidder will submit the Food License issued by Chandigarh Administration after the allotment of site/premises in this office within two months from the possession. The bid without above these documents shall liable to be rejected straightway.

2.1.5 The Bidder should have income tax return for the last three financial year i.e. 2022-2023, 2023-2024 and 2024-2025. **(Copy of which should be attached with the technical Auction Bid).**

2.2 FINANCIAL QUALIFICATION CRITERIA:-

2.2.1 The Technically Qualified bidder will upload a copy of Earnest Money Deposit (EMD) as mentioned in Annexure “A” on GeM Portal against the shop/premises/rooms for which the bidder intends to participate. 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 CANTEEN_____ Chandigarh”** on the prescribed /stipulated date & time mentioned in the auction documents.

3 DOCUMENTS TO BE ATTACHED FOR TECHNICAL/FINANCIAL QUALIFICATION:-

The Bidder will upload the scanned copy of the following for qualification the technical/financial stage failing which Bidder will be technically disqualified:-

3.1 The copy of Income Tax Returns of last three years as per clause no.2.1.5.

3.2 The self attested copy of TAN/PAN Card/GSTIN/Acknowledgement of application for GST/PAN as per clause no.2.1.2.

3.3 Each page containing terms and conditions of the Auction/RFP should be signed by the Bidders with stamp of the firm and thereafter scanned copies thereof be uploaded on the GeM.

3.4 The scanned copy of an Affidavit 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 as well as no criminal case pending and not convicted by any court of law to participate in the tender will be uploaded. The Affidavit in original shall be deposited physically to this office in a sealed cover super scribed in bold letters **"AFFIDAFIT FOR THE ALLOTMENT OF CANTEEN _____, Chandigarh"** on or before the stipulated date & time mentioned in the Auction documents.

3.5 Upload Earnest Money Deposit (EMD) and submit documentary evidence after the technical qualification on GeM Portal in the prescribed date & time. 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 CANTEEN _____ , Chandigarh"** on or before the stipulated date & time mentioned in the auction 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. IMPORTANT INSTRUCTION:-

4.1 All documents mentioned under clause 3 above shall be submitted duly signed by the Bidder (s).

4.1.1 The Bidder 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 Auction.

4.1.2 Conditional/telegraphic bid 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 bid duly completed in all respect shall be uploaded by the Bidders in the manner as described in the Auction documents on stipulated date & time.

4.1.4 The Bidder (s) should submit their price bid/rate online only as per the auction.

4.1.5 The Bidder/ tenderer will offer their rates for monthly licence fee excluding all taxes, Govt. levies etc for the allotment of shop/ premises as per auction/RFP.

4.1.6 Bid below the minimum reserve licence fee/price as per Annexure 'A' on the website shall not be accepted at any circumstances. The license fee/ rent will be determined as per the HIGHEST BID offered.

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

4.1.8 The Price bid will only be opened of those Bidders who will technically qualify during evaluation of their documents uploaded at the time of submission of bid.

4.1.9 The Electricity / Water charges will be paid by the successful bidder (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 BIDDER, who quote the HIGHEST rate in the Price Auction, provided he/she fulfils all other terms and conditions of the Bid/Auction documents.

5.2 After scrutiny of the information received in Technical Qualification, clarifications, if any, where ever necessary, will be obtained from the Bidder. 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 evalution.

6 EARNEST MONEY DEPOSIT (EMD).

6.1 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'** as per condition 2.21 and 3.5, drawn on any Scheduled bank payable at Chandigarh in an acceptable form valid upto 120 days from the last prescribed date for submission of EMD 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 as mentioned in the Bid/Auction Document. Bid without Earnest Money Deposit shall not be considered and shall be rejected out rightly. Bid received without requisite EMD (as required as the case may be) shall not be considered and rejected straightway.

6.2 The EMD of unsuccessful Bidder will be returned back immediately after the finalization of Auction. The EMD of the successful Bidder will be returned on receipt of the performance security and signing of agreement/ licence deed.

6.3 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.

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

7 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.

8 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/Bank Guarantee 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.

9 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.

10 GENERAL TERMS AND CONDITIONS:-

10.1 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.

10.2 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, i.e. Director Transport, UT, Chandigarh increase/decrease the penalty subsequently, then the decision of the Director Transport will be binding upon the parties.

10.3 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 O/o 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.

10.4 The licence can be 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 of licence as a matter of right.

10.5 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.

10.6 In case successful Bidder backsout, the CTU will be at liberty to consider the claim of H2 and can consider offer the allotment of contract of respective premises at the rate quoted by the highest Bidder (H1).

10.7 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 intiated.

10.8 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.

10.9 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.

10.10 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 cost during the currency of contract.

10.11 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 charges by him/her or his/her servants or agents during the period of license in respect of the property of the licensor.

10.12 The licensee shall not use the premises at the ISBT, Sector 17, Chandigarh for the purpose other than for which it shall be allotted.

10.13 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.

10.14 The licensee shall obtain all the required permissions/licence from concerned authorities (if any) 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.

10.15 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 O/o Director Transport, U.T., Chandigarh.

10.16 The licensee shall ensure good behaviour of his/her employees with the public.

10.17 The licensee shall ensure compliance of all the guidelines issued by Chandigarh Administration/Govt. of India time to time.

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

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

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

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

10.22 No servants shall be allowed to reside at the allotted site at night.

10.23 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.

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

10.25 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.

10.26 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.

10.27 The Licensee shall submit a passport size photograph along with specimen signatures, ID proof of himself and all his manpower/ workers deployed on allotted site duly self attested. No unauthorized person to be deployed by him other than those whose photographs and specimen sign will be provided to CTU office.

10.28 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 deposit to the concerned quarter as per the guidelines and instructions of the EPF/ESI department.

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

10.30 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.

10.31 The licensor shall submit an Indemnity bond on prescribed stamps duty (duly notarised) while completion of contract as per Annexure “C” for releasing of Security Amount.

10.32 The rates of the articles to be sold in the premises shall be fixed by the licensee. In case of MRP item it will be obligatory for the licensee to sell the articles at MRP only. It will be mandatory for the licensee to display the rates of articles at the allotted premises.

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

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

10.35 The licensee shall be responsible for providing comfortable seating arrangements with aesthetic looks and pleasing ambience and maintained in a hygienic manner. Meal/beverage will be provided by licensee at the affordable rate for the common man.

10.36 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.

10.37 The list of rates below mentioned of the articles to be sold by the licensee in the Canteen shall be displayed in the premises. 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.

<u>The fixed rates of items are as under:-</u>

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.

11 PENALITIES/TERMINATION OF CONTRACT/ LICENCE.

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

11.2 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.

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

11.4 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.

11.5 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."

11.6 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.

11.7 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.

12. FORCE MAJEURE

12.1 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.

12.2 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.

12.3 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.

12.4 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.

12.5 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.

12.6 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.

13. SETTLEMENT OF DISPUTE.

13.1 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 final and binding upon both the parties.

14 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.

15 Language

Language of appeal shall be English only.

16 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.

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, Chd.	**To be allotted immediately**	5,500/-	8,000/-
2	Canteen, Administrative Block, CTU, Chd.	**To be allotted immediately**	6,272/-	9,500/-
3	Canteen, Depot No. II, Workshop, Industrial Area, CTU, Chd.	**Tender going to be expire on 20.06.2026**	7,865/-	11,500/-

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 detailed terms and conditions of the Auction 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 are outstanding in respect of any of the Central/UT/State Government/Organization/Boards /Corporation against the tenderer/deponent/firm/company at the time of applying this Auction Notice.

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

Annexure-C

INDEMNITY BOND (Performa)

This Indemnity Bond is made on _____ day of _____/2025 by Sh. _____ licensee of Canteen Depot no. _____, CTU, Chandigarh.

And whereas I have allotted contract/license of Canteen Depot no. _____, CTU, Chandigarh for the period from _____ to _____. The said contract has been expired on _____.

And whereas, I have deposited all the dues up to date and nothing is due against me on account of rent/GST/TCS/other taxes.

That I shall hereby declare and undertakes that I will deposit any dues if found outstanding against me at any later stage on account of rent/service tax/GST TCS etc. of Canteen Depot no. _____, CTU, Chandigarh as I am liable to deposit for the same.

Signature of the licensee
Name: _____.
_____,
_____,
_____.

Witness:

1._____

2._____

Tender for shop no. 9 10 (ISBT 17)

ADDITIONAL TERMS AND CONDITIONS

1. Scope of work:-

The Chandigarh Transport Undertaking (CTU), Chandigarh is having shops/ premises at Inter State Bus Terminus, Sector-17, Chandigarh and intends to allot these Shops/premises on monthly rental/licence basis plus GST extra (as applicable) 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 bids from the individual/Companies/firms/Agency/ Organizations through e-Auction on GeM Portal for the allotment of these Shops/premises as per Annexure-A attached. The Shops/premises at ISBT, Sector-17 can also be inspected by the bidders during office hours on any working day by contacting Station Supervisor (Mobile No. 98764-23354), ISBT-17 and Care Taker (Bus Stand), CTU, Chandigarh.

2. QUALIFICATION CRITERIA.

The Bidder (s) should submit their documents and bid in two parts i.e.:-

i) Technical Qualification

ii) Financial Qualification

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 must have applied for PAN/TAN/GST before the last date & time e-Auction and shall also upload the receipt in token of having applied PAN/TAN/GST number.

2.1.3 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.

2.1.4 The bidder should have minimum experience of two years in the relevant field of running food outlets i.e. as the same trade / field as the **Restaurant / Food Court / Fast Food Centre** only (copy of which as proof of experience along with work satisfactory certificate should be attached).

2.1.5 The bidder should have Food License certificate from the competent Authority in respect of business i.e. **Restaurant / Food Court / Fast Food Centre**. However, the successful bidder will submit the Food Licence issued by the Chandigarh Administration after the allotment of site/premises in this office within two months from the possession. The bid without above these documents shall liable to be rejected straightway.

2.1.6 The Bidder should have income tax return for the last three year i.e. 2022-2023, 2023-2024 and 2024-2025. **(Copy of which should be attached with the technical Auction Bid).**

2.2 FINANCIAL QUALIFICATION CRITERIA:-

2.2.1 The Technically Qualified bidder will upload a copy of Earnest Money Deposit (EMD) as mentioned in Annexure "A" on GeM Portal against the shop/premises/rooms for which the bidder intends to participate. 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.___, ISBT-17, Chandigarh"** on the prescribed /stipulated date & time mentioned in the auction documents.

2.2.2 The bidder should have minimum average turnover of Rs.1.00 Crore (Rupees: One Crore only) in the last three Financial years i.e. 2022-2023, 2023-2024 & 2024-2025 in the same trade/ field and copies of Financial Statements duly audited by the Charted Accountant (CA) shall be submitted.

3 DOCUMENTS TO BE ATTACHED FOR TECHNICAL/FINANCIAL QUALIFICATION:-

The Bidder will upload the scanned copy of the following for qualification the technical/financial stage failing which Bidder will be technically disqualified:-

3.1 The copy of Income Tax Returns of last three years as per clause no.2.1.6.

3.2 The self attested copy of TAN/PAN Card/GSTIN/Acknowledgement of application for GST/PAN as per clause no.2.1.2.

3.3 Each page containing terms and conditions of the Auction notice should be signed by the Bidders with stamp of the firm and thereafter scanned copies thereof be uploaded on the GeM Portal.

3.4 The scanned copy of an Affidavit 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 as well as no criminal case pending and not convicted by any court of law to participate in the tender will be uploaded. The Affidavit in original shall be deposited physically to this office in a sealed cover super scribed in bold letters **"AFFIDAFIT FOR THE ALLOTMENT OF SHOP No.___, ISBT-17, Chandigarh"** on or before the stipulated date & time mentioned in the Auction documents.

3.5 Upload the Earnest Money Deposit (EMD) and submit documentary evidence after the technical qualification on GeM Portal in the prescribed date & time. 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.___, ISBT-17, Chandigarh"** on or before the stipulated date & time mentioned in the auction 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. IMPORTANT INSTRUCTION:-

4.1 All documents mentioned under clause 3 above shall be submitted duly signed by the Bidder (s).

4.1.1 The Bidder 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 Auction.

4.1.2 Conditional/telegraphic bid 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 bid duly completed in all respect shall be uploaded by the Bidders in the manner as described in the Auction documents on stipulated date & time.

4.1.4 The Bidder (s) should submit their price bid/rate online only as per the auction.

4.1.5 The Bidder/ tenderer will offer their rates for monthly licence fee excluding all taxes, Govt. levies etc for the allotment of shop/ premises as per auction/RFP.

4.1.6 Bid below the minimum reserve licence fee/price as per Annexure 'A' on the website shall not be accepted at any circumstances. The license fee/ rent will be determined as per the HIGHEST BID offered.

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

4.1.8 The Price bid will only be opened of those Bidders who will technically qualify during evaluation of their documents uploaded at the time of submission of bid.

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

5. <u>EVALUATION OF BID</u>:-

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

5.2 After scrutiny of the information received in Technical Qualification, clarifications, if any, where ever necessary, will be obtained from the Bidder. 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 evaluation.

6. **<u>EARNEST MONEY DEPOSIT (EMD).</u>**

6.1 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'** as per condition 2.21 and 3.5, drawn on any Scheduled bank payable at Chandigarh in an acceptable form valid upto 120 days from the last prescribed date for submission of EMD 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 as mentioned in the Bid/Auction Document. Bid without Earnest Money Deposit shall not be considered and shall be rejected out rightly. Bid received without requisite EMD (as required as the case may be) shall not be considered and rejected straightway.

6.2 The EMD of unsuccessful Bidder will be returned back immediately after the finalization of Auction. The EMD of the successful Bidder will be returned on receipt of the performance security and signing of agreement/ licence deed.

6.3 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.

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

7 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.

8 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/Bank Guarantee 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.

9 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.

10 GENERAL TERMS AND CONDITIONS:-

10.1 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.

10.2 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.

10.3 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.

10.4 No payment will be accepted through cheque/Cash in any case.

10.5 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 i.e. Director Transport, UT, Chandigarh increase/decrease the penalty subsequently, then the decision of the Director Transport will be binding upon the parties.

10.6 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 install the sub meter at their own level on the same day of possession of shop and its information will be submitted by the bidder in writing to the Licensor within 07 days.

10.7 The licensee will pay the electricity charges @ Rs. 6/- per unit as fixed by the department at the time of depositing the licence fee to the CTU.

10.8 If the licensee fails to install the electricity meter or sub-meter within the specified time, the licensee shall be liable to pay ₹10,000 per month as electricity charges.

10.9 The licence can be 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 of licence as a matter of right.

10.10 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.

10.11 In case successful Bidder backsout, the CTU will be at liberty to consider the claim of H2 and can consider offer the allotment of contract of respective premises at the rate quoted by the highest Bidder (H1).

10.12 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 intiated.

10.13 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.

10.14 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.

10.15 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 cost during the currency of contract.

10.16 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 charges by him/her or his/her servants or agents during the period of license in respect of the property of the licensor.

10.17 The licensee shall not use the premises at the ISBT, Sector 17, Chandigarh for the purpose other than for which it shall be allotted.

10.18 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.

10.19 The licensee shall obtain all the required permissions/licence from concerned authorities (if any) 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.

10.20 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 O/o Director Transport, U.T., Chandigarh.

10.21 The licensee shall ensure good behaviour of his/her employees with the public.

10.22 The licensee shall ensure compliance of all the guidelines issued by Chandigarh Administration/Govt. of India time to time.

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

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

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

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

10.27 No servants shall be allowed to reside at the allotted site at night.

10.28 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.

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

10.30 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.

10.31 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.

10.32 The Licensee shall submit a passport size photograph along with specimen signatures, ID proof of himself and all his manpower/ workers deployed on allotted site duly self attested. No unauthorized person to be deployed by him other than those whose photographs and specimen sign will be provided to CTU office.

10.33 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 deposit to the concerned quarter as per the guidelines and instructions of the EPF/ESI department.

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

10.35 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.

10.36 The licensor shall submit an Indemnity bond on prescribed stamps duty (duly notarised) while completion of contract as per Annexure "C" for releasing of Security Amount.

11 <u>IN ADDITION TO ABOVE, THE FOLLOWING TERMS AND CONDITIONS ARE ALSO APPLICABLE FOR THE GENERAL STORE WITH EATABLE ITEMS (Except Hard Food)/Shops :-</u>

11.1 The rates of the articles to be sold in the premises shall be fixed by the licensee. In case of MRP item it will be obligatory for the licensee to sell the articles at MRP only. It will be mandatory for the licensee to display the rates of articles at the allotted premises/shop.

11.2 The licensee shall only use the vending machine for making the tea/coffee/soup in the shop/premises (as the case may be).

11.3 The premises shall be used for the pre-cooked items only. There shall be no use of any type of flame/cooking gas/Stove/oil etc for cooking purpose in the shop as no kitchen shall be permitted at the premises. No preparation of any kind of food items shall be allowed at the allotted premises/shops.

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

11.5 No breakfast, lunch & dinner/hard food (Cooked) will be served at the shop/premises.

11.6 The licensee is not permitted to sell any item, product other than the items/product as per Annexure-'A'.

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

11.8 The licensee shall be responsible for providing comfortable seating arrangements with aesthetic looks and pleasing ambience and maintained in a hygienic manner.

11.9 The tender without above these documents shall liable to be rejected straightway.

11.10 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.

12. **IN ADDITION TO ABOVE, THE FOLLOWING TERMS AND CONDITIONS ARE ALSO APPLICABLE FOR GENERAL STORE WITH EATABLE 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 fixed by the licensee. In case of MRP item it will be obligatory for the licensee to sell the articles at MRP only. The same shall be prominently displayed in the premises.

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 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.

4. 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.

5. **Specifications of the general store (with eatable items):-**the licensee of this shop will sale all the types of eatable items i.e. tea, soft/cold drinks, coffee ice cream, sweets, bakery products etc. But except hard food. Hard food means the breakfast, lunch and dinner items i.e. prantha, omelette, chapatti, dal, sabji, veg/ non-veg etc

6. The licensee of **Restaurant / Food Court / Fast Food Centre / Dhaba** 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

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

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

13.2 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.

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

13.4 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.

13.5 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."

13.6 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.

13.7 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.

14. FORCE MAJEURE

14.1 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.

14.2 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.

14.3 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.

14.4 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.

14.5 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.

14.6 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.

15. SETTLEMENT OF DISPUTE.

15.1 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 final and binding upon both the parties.

16 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.

17 Language

Language of appeal shall be English only.

18 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.

ANNEXURE-A

Sr. No.	Shop No.	Trade of Shop	Reserve Price P.M excluding taxes (in Rs)	Earnest Money Deposit (EMD) (Rs.)
1	Shop no. 9&10	Dhaba	1,99,771/-	2,88,000/-

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 detailed terms and conditions of the Auction 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 are outstanding in respect of any of the Central/UT/State Government/Organization/Boards /Corporation against the tenderer/deponent/firm/company at the time of applying this Auction Notice.

Signature of the Tenderer
Name of the Tenderer _____

(In Capital Letter)

Address _____

_____

Tel/Mob No. _____

Email Address._____

PAN/TAN No. _____

GSTIN _____

Annexure-C

INDEMNITY BOND (Performa)

This Indemnity Bond is made on _____ day of _____/2024. by Sh. _____ licensee of Shop No.(name of premises) _____, ISBT-____, Chandigarh.

And whereas I have allotted contract/license of Shop No. ___, ISBT, Sector ___, Chandigarh for the period from _____ to _____. The said contract has been expired on _____.

And whereas, I have deposited all the dues up to date and nothing is due against me on account of rent/GST/TCS/other taxes.

That I shall hereby declare and undertakes that I will deposit any dues if found outstanding against me at any later stage on account of rent/service tax/GST TCS etc., of Shop No. _____, ISBT, Sector _____, Chandigarh as I am liable to deposit for the same.

Signature of the licensee
Name: _____.
_____,
_____,
_____.

Witness:

1._____

2._____

Tender for shops with eatable items (ISBT 17)

ADDITIONAL TERMS AND CONDITIONS

1. Scope of work:-

The Chandigarh Transport Undertaking (CTU), Chandigarh is having shops/ premises at Inter State Bus Terminus, Sector-17, Chandigarh and intends to allot these Shops/premises on monthly rental/ licence basis plus GST extra (as applicable) 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 bids from the individual/Companies/firms/Agency/ Organizations through e-Auction on GeM Portal for the allotment of these Shops/premises as per Annexure-A attached. The Shops/premises at ISBT, Sector-17 can also be inspected by the bidders during office hours on any working day by contacting Station Supervisor (Mobile No. 98764-23354), ISBT-17 and Care Taker (Bus Stand), CTU, Chandigarh.

2. QUALIFICATION CRITERIA.

The Bidder (s) should submit their documents and bid in two parts i.e.:-

i) Technical Qualification

ii) Financial Qualification

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 must have applied for PAN/TAN/GST before the last date & time e-Auction and shall also upload the receipt in token of having applied PAN/TAN/GST number.

2.1.3 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.

2.1.4 **In case of Restaurant/ Food Court/ Fast Food Centre/Canteen/Eatable food items only** --The bidder should have valid Food License certificate from the competent authority in respect of business i.e. Restaurant/ Food Court/ Fast Food Centre/Eatable food items. However, the successful bidder will submit the Food License issued by Chandigarh Administration after the allotment of site/premises in this office within two months from the possession. The bid without above these documents shall liable to be rejected straightway.

2.1.5 The Bidder should have income tax return for the last three year i.e. 2022-2023, 2023-2024 and 2024-2025. **(Copy of which should be attached with the technical Auction Bid).**

2.2 FINANCIAL QUALIFICATION CRITERIA:-

2.2.1 The Technically Qualified bidder will upload a copy of Earnest Money Deposit (EMD) as mentioned in Annexure “A” on GeM Portal against the shop/premises/rooms for which the bidder intends to participate. 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.___, ISBT-17, Chandigarh" on the prescribed /stipulated date & time mentioned in the auction documents.

3 DOCUMENTS TO BE ATTACHED FOR TECHNICAL/FINANCIAL QUALIFICATION:-

The Bidder will upload the scanned copy of the following for qualification the technical/financial stage failing which Bidder will be technically disqualified:-

3.1 The copy of Income Tax Returns of last three years as per clause no.2.1.5.

3.2 The self attested copy of TAN/PAN Card/GSTIN/Acknowledgement of application for GST/PAN as per clause no.2.1.2.

3.3 Each page containing terms and conditions of the Auction notice should be signed by the Bidders with stamp of the firm and thereafter scanned copies thereof be uploaded on the GeM Portal.

3.4 The scanned copy of an Affidavit 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 as well as no criminal case pending and not convicted by any court of law to participate in the tender will be uploaded. The Affidavit in original shall be deposited physically to this office in a sealed cover super scribed in bold letters **"AFFIDAFIT FOR THE ALLOTMENT OF SHOP No.___, ISBT-17, Chandigarh"** on or before the stipulated date & time mentioned in the Auction documents.

3.5 Upload the Earnest Money Deposit (EMD) and submit documentary evidence after the technical qualification on GeM Portal in the prescribed date & time. 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.___, ISBT-17, Chandigarh"** on or before the stipulated date & time mentioned in the auction 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. IMPORTANT INSTRUCTION:-

4.1 All documents mentioned under clause 3 above shall be submitted duly signed by the Bidder (s).

4.1.1 The Bidder 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 Auction.

4.1.2 Conditional/telegraphic bid 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 bid duly completed in all respect shall be uploaded by the Bidders in the manner as described in the Auction documents on stipulated date & time.

4.1.4 The Bidder (s) should submit their price bid/rate online only as per the auction.

4.1.5 The Bidder/ tenderer will offer their rates for monthly licence fee excluding all taxes, Govt. levies etc for the allotment of shop/ premises as per auction/RFP.

4.1.6 Bid below the minimum reserve licence fee/price as per Annexure 'A' on the website shall not be accepted at any circumstances. The license fee/ rent will be determined as per the HIGHEST BID offered.

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

4.1.8 The Price bid will only be opened of those Bidders who will technically qualify during evaluation of their documents uploaded at the time of submission of bid.

4.1.9 The Electricity / Water charges will be paid by the successful bidder (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 BIDDER, who quote the HIGHEST rate in the Price Auction, provided he/she fulfils all other terms and conditions of the Bid/Auction documents.

5.2 After scrutiny of the information received in Technical Qualification, clarifications, if any, where ever necessary, will be obtained from the Bidder. 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 evaluation.

6 EARNEST MONEY DEPOSIT (EMD).

6.1 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'** as per condition 2.21 and 3.5, drawn on any Scheduled bank payable at Chandigarh in an acceptable form valid upto 120 days from the last prescribed date for submission of EMD 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 as mentioned in the Bid/Auction Document. Bid without Earnest Money Deposit shall not be considered and shall be rejected out rightly. Bid received without requisite EMD (as required as the case may be) shall not be considered and rejected straightway.

6.2 The EMD of unsuccessful Bidder will be returned back immediately after the finalization of Auction. The EMD of the successful Bidder will be returned on receipt of the performance security and signing of agreement/ licence deed.

6.3 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.

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

7 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.

8 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/Bank Guarantee 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.

9 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.

10 GENERAL TERMS AND CONDITIONS:-

10.1 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.

10.2 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.

10.3 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.

10.4 No payment will be accepted through cheque/Cash in any case.

10.5 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 i.e. Director Transport, UT, Chandigarh increase/decrease the penalty subsequently, then the decision of the Director Transport will be binding upon the parties.

10.6 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 install the sub meter at their own level on the same day of possession of shop and its information will be submitted by the bidder in writing to the Licensor within 07 days.

10.7 The licensee will pay the electricity charges @ Rs. 6/- per unit as fixed by the department at the time of depositing the licence fee to the CTU.

10.8 If the licensee fails to install the electricity meter or sub-meter within the specified time, the licensee shall be liable to pay ₹10,000 per month as electricity charges.

10.9 The licence can be 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 of licence as a matter of right.

10.10 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.

10.11 In case successful Bidder backsout, the CTU will be at liberty to consider the claim of H2 and can consider offer the allotment of contract of respective premises at the rate quoted by the highest Bidder (H1).

10.12 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 intiated.

10.13 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.

10.14 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.

10.15 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 cost during the currency of contract.

10.16 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 charges by him/her or his/her servants or agents during the period of license in respect of the property of the licensor.

10.17 The licensee shall not use the premises at the ISBT, Sector 17, Chandigarh for the purpose other than for which it shall be allotted.

10.18 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.

10.19 The licensee shall obtain all the required permissions/licence from concerned authorities (if any) 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.

10.20 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 O/o Director Transport, U.T., Chandigarh.

10.21 The licensee shall ensure good behaviour of his/her employees with the public.

10.22 The licensee shall ensure compliance of all the guidelines issued by Chandigarh Administration/Govt. of India time to time.

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

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

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

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

10.27 No servants shall be allowed to reside at the allotted site at night.

10.28 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.

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

10.30 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.

10.31 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.

10.32 The Licensee shall submit a passport size photograph along with specimen signatures, ID proof of himself and all his manpower/ workers deployed on allotted site duly self attested. No unauthorized person to be deployed by him other than those whose photographs and specimen sign will be provided to CTU office.

10.33 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 deposit to the concerned quarter as per the guidelines and instructions of the EPF/ESI department.

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

10.35 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.

10.36 The licensor shall submit an Indemnity bond on prescribed stamps duty (duly notarised) while completion of contract as per Annexure “C” for releasing of Security Amount.

11 <u>IN ADDITION TO ABOVE, THE FOLLOWING TERMS AND CONDITIONS ARE ALSO APPLICABLE FOR THE GENERAL STORE WITH EATABLE ITEMS (Except Hard Food)/Shops :-</u>

11.1 The rates of the articles to be sold in the premises shall be fixed by the licensee. In case of MRP item it will be obligatory for the licensee to sell the articles at MRP only. It will be mandatory for the licensee to display the rates of articles at the allotted premises/shop.

11.2 The licensee shall only use the vending machine for making the tea/coffee/soup in the shop/premises (as the case may be).

11.3 The premises shall be used for the pre-cooked items only. There shall be no use of any type of flame/cooking gas/Stove/oil etc for cooking purpose in the shop as no kitchen shall be permitted at the premises. No preparation of any kind of food items shall be allowed at the allotted premises/shops.

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

11.5 No breakfast, lunch & dinner/hard food (Cooked) will be served at the shop/premises.

11.6 The licensee is not permitted to sell any item, product other than the items/product as per Annexure-‘A’.

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

11.8 The licensee shall be responsible for providing comfortable seating arrangements with aesthetic looks and pleasing ambience and maintained in a hygienic manner.

11.9 The tender without above these documents shall liable to be rejected straightway.

11.10 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.

12 **<u>PENALITIES/TERMINATION OF CONTRACT/ LICENCE</u>**.

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

12.2 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.

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

12.4 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.

12.5 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."

12.6 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.

12.7 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.

13. FORCE MAJEURE

13.1 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.

13.2 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.

13.3 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.

13.4 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.

13.5 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.

13.6 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.

14. SETTLEMENT OF DISPUTE.

14.1 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 final and binding upon both the parties.

15 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.

16 Language

Language of appeal shall be English only.

17 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.

ANNEXURE-A

Sr. No.	Shop No.	Trade of Shop	Reserve Price P.M excluding taxes (in Rs)	Earnest Money Deposit (EMD) (Rs.)
1	Shop no.6	Fruit/Fresh Fruit Juice Shop	17,000/-	25,000/-
2	Shop no. 17	General Store with eatables items	1,00,100/-	1,45,000/-
3	Shop no.23	General Store with eatables items except hard food	2,02,000/-	2,91,000/-
4	Shop no. 34	General Store with eatables items	48,000/-	69,500/-
5	Shop No. 51	Fruit/Fresh Fruit Juice Shop	17,000/-	25,000/-

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 detailed terms and conditions of the Auction 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 are outstanding in respect of any of the Central/UT/State Government/Organization/Boards /Corporation against the tenderer/deponent/firm/company at the time of applying this Auction Notice.

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

Annexure-C

INDEMNITY BOND (Performa)

This Indemnity Bond is made on _____ day of _____/2024. by Sh. _____ licensee of Shop No.(name of premises) _____, ISBT-____, Chandigarh.

And whereas I have allotted contract/license of Shop No. ___, ISBT, Sector ___, Chandigarh for the period from _____ to _____. The said contract has been expired on _____.

And whereas, I have deposited all the dues up to date and nothing is due against me on account of rent/GST/TCS/other taxes.

That I shall hereby declare and undertakes that I will deposit any dues if found outstanding against me at any later stage on account of rent/service tax/GST TCS etc., of Shop No. _____, ISBT, Sector _____, Chandigarh as I am liable to deposit for the same.

Signature of the licensee
Name: _____.
_____,
_____,
_____.

Witness:

1._____

2._____

Tender for Without Eatable items ISBT 17___

ADDITIONAL TERMS AND CONDITIONS

1. Scope of work:-

The Chandigarh Transport Undertaking (CTU), Chandigarh is having shops/rooms at Inter State Bus Terminus, Sector-17, Chandigarh and intends to allot these Shops on monthly rental/ licence basis plus GST extra (as applicable) for a period of 03 (Three) years for the facilities to the General Public, on the terms and conditions as mentioned herein. Chandigarh Transport Undertaking (CTU) invites bids from the individual/Companies/firms/Agency/ Organizations through e-Auction on GeM Portal for the allotment of these Shops as per Annexure-A attached. The Shops at ISBT, Sector-17 can also be inspected by the bidders during office hours on any working day by contacting Station Supervisor (Mobile No. 98764-23354), ISBT-17 and Care Taker (Bus Stand), CTU, Chandigarh.

2. QUALIFICATION CRITERIA.

The Bidder (s) should submit their documents and bid in two parts for:-

i) Technical Qualification

ii) Financial Qualification

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 & GST number. In case the bidder is not having PAN and GST Number, he must have applied for PAN & GST No. Before the last date & time of e-Auction and shall also upload the receipt in token of having applied for PAN & GST number.

2.1.3 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.

2.1.4 The Bidder should have income tax return for the last three financial years i.e. 2022-2023, 2023-2024 and 2024-2025. **(Copies of which should be attached with the technical Auction Bid).**

2.2 FINANCIAL QUALIFICATION CRITERIA:-

2.2.1 The Technically Qualified bidder will upload a copy of Earnest Money Deposit (EMD) as mentioned in Annexure “A” on GeM Portal against the shops mentioned above. 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.___, ISBT-17, Chandigarh”** on the prescribed /stipulated date & time mentioned in the auction documents.

2.3 DOCUMENTS TO BE ATTACHED FOR TECHNICAL/FINANCIAL QUALIFICATION:-

The Bidder will upload the scanned copy of the following for qualification the technical/financial stage failing which Bidder will be technically disqualified:-

2.3.1 The copy of Income Tax Returns of last three years as per clause no.2.1.4.

2.3.2 The self attested copy of PAN Card and GST Number or Acknowledgement of having applied for GST/PAN as per clause no.2.1.2.

2.3.3 Each page containing terms and conditions of the Auction notice should be signed by the Bidders with stamp of the firm and thereafter scanned copies thereof be uploaded on the GeM Portal.

2.3.4 The scanned copy of an Affidavit 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 as well as no criminal case pending and not convicted by any court of law to participate in the GEM E-auction will be uploaded. The Affidavit in original shall be deposited physically to this office in a sealed cover super scribed in bold letters **"AFFIDAFIT FOR THE ALLOTMENT OF SHOP No.___, ISBT-17, Chandigarh"** on or before the stipulated date & time mentioned in the Auction documents.

2.3.5 Upload the Earnest Money Deposit (EMD) and submit documentary evidence after the technical qualification on GeM Portal in the prescribed date & time. 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.___, ISBT-17, Chandigarh"** on or before the stipulated date & time mentioned in the auction documents.

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

3. <u>IMPORTANT INSTRUCTION:-</u>

3.1 All documents mentioned under clause 3 above shall be submitted duly signed by the Bidder (s).

3.1.1 The Bidder who has been debarred/blacklisted/prosecuted by the Chandigarh Administration/any State/ Central Govt. Bodies/ Undertakings /Court of law need not to apply.

3.1.2 Conditional/telegraphic bid 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.

3.1.3 The bid duly completed in all respect shall be uploaded by the Bidders in the manner as described in the Auction documents on stipulated date & time.

3.1.4 The Bidder (s) shall quote their rates online only as per e-auction.

3.1.5 Bid below the minimum reserve licence fee/price as per Annexure 'A' on the website shall not be accepted at any circumstances. The license fee/ rent will be determined as per the HIGHEST BID offered.

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

3.1.7 The financial bid will be opened of those Bidders who will technically qualify during evaluation of their documents uploaded at the time of submission of bid.

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

3.1.9 No supporting bid shall be allowed. In case it is found, the supporting bid shall be rejected straightway.

4. <u>EVALUATION OF BID</u>:-

4.1 The Tender shall be awarded to the BIDDER, who quote the HIGHEST rate in the Price Auction, provided the bidder fulfils all other terms and conditions of the Bid/Auction documents.

4.2 After scrutiny of the information received in Technical Qualification, clarifications, if any, where ever necessary, will be obtained from the Bidder. 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 evaluation.

5 EARNEST MONEY DEPOSIT (EMD).

5.1 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'** as per condition 2.2.1 and 2.3.5, drawn on any Scheduled bank payable at Chandigarh in an acceptable form valid upto 120 days from the last prescribed date for submission of EMD 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 as mentioned in the Bid/Auction Document. Bid without Earnest Money Deposit shall not be considered and shall be rejected out rightly. Bid received without requisite EMD (as required as the case may be) shall not be considered and rejected straightway.

5.2 The EMD of unsuccessful Bidder will be returned back immediately after the finalization of e-Auction.

5.3 The EMD of the successful bidder will be returned on receipt of the performance security and signing of agreement/license deed.

5.4 In case the successful Bidder backs out, the 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.

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

6 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 (Letter of Allotment) whichever is earlier.

7 PERFORMANCE SECURITY-

The successful bidder shall furnish 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/Bank Guarantee 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 performance 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 authorised representative of the office of Director Transport, U.T., Chandigarh.

8 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.

9 GENERAL TERMS AND CONDITIONS:-

9.1 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.

9.2 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.

9.3 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.

9.4 If the licensee fails to install the electricity meter or sub-meter within the specified time, the licensee shall be liable to pay ₹10,000 per month as electricity charges.

9.5 No payment will be accepted through cheque/Cash in any case.

9.6 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 i.e. Director Transport, UT, Chandigarh increase/decrease the penalty subsequently, then the decision of the Director Transport will be binding upon the parties.

9.7 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.

9.8 The licensee shall install the sub meter at their own level on the same day of possession of shop, its information will be submitted by the bidder in writing to the Licensor within 07 days.

9.9 Licensee will also pay the water charges as fixed by the O/o 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.

9.10 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.

9.11 The licence can be 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 of licence as a matter of right.

9.12 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.

9.13 In case successful Bidder backsout, the CTU will be at liberty to consider the claim of H2 and can consider offer the allotment of contract of respective premises at the rate quoted by the highest Bidder (H1).

9.14 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 initiated.

9.15 The licensee shall take possession of the premises within fifteen days from the award of letter of allotment of premises.

9.16 The 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 Allotment (LOA) whichever is earlier.

9.17 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.

9.18 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 cost during the currency of contract.

9.19 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.

9.20 The Licensee shall pay for damage charges by him/her or his/her servants or agents during the period of license in respect of the property of the licensor.

9.21 The licensee shall not use the premises at the ISBT, Sector 17, Chandigarh for the purpose other than for which it shall be allotted.

9.22 The licensee shall pay all the Central, State and local taxes as levied from time to time by Competent Authority in future.

9.23 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.

9.24 The licensee shall obtain all the required permissions/licence from concerned authorities (if any) 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.

9.25 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.

9.26 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 O/o Director Transport, U.T., Chandigarh.

9.27 The licensee shall ensure good behaviour of his/her employees with the public.

9.28 The licensee shall ensure compliance of all the guidelines issued by Chandigarh Administration/Govt. of India time to time.

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

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

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

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

9.33 No servants shall be allowed to reside at the allotted site at night.

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

9.35 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.

9.36 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.

9.37 The Licensee shall submit a passport size photograph along with specimen signatures, ID proof of himself and all his manpower/ workers deployed on allotted site duly self attested.

9.38 No unauthorized person to be deployed by him other than those whose photographs and specimen sign will be provided to CTU office.

9.39 In case of more than 20 employees, 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 deposit to the concerned quarter as per the guidelines and instructions of the EPF/ESI department.

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

9.41 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.

9.42 The licensee shall submit an Indemnity bond on prescribed stamps duty (duly notarised) while completion of contract as per Annexure “C” for releasing of Security Amount.

9.43 Selling of eatable items not allowed.

10 <u>IN ADDITION TO ABOVE, THE FOLLOWING TERMS AND CONDITIONS ARE ALSO APPLICABLE FOR THE GENERAL STORE WITHOUT EATABLE ITEMS :-</u>

10.1 The rates of the articles to be sold in the premises shall be fixed by the licensee. In case of MRP item it will be obligatory for the licensee to sell the articles at MRP only. It will be mandatory for the licensee to display the rates of articles at the allotted premises/shop.

10.2 The licensee shall be not allowed to use cooking gas for cooking.

10.3 The licensee shall obtain all the required permissions/licence from concerned authorities for running the business at the premises at his own level and cost and

also shall obey all the rules/regulations applicable from time to time in this regard.

10.4 The licensee is not permitted to sell any item, product other than the items/product as per Annexure-'A'.

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

10.6 The tender without above these documents shall liable to be rejected straightway.

10.7 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.

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

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

11.2 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.

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

11.4 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.

11.5 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."

11.6 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.

11.7 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.

12. FORCE MAJEURE

12.1 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.

12.2 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.

12.3 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.

12.4 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.

12.5 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.

12.6 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.

13. SETTLEMENT OF DISPUTE.

13.1 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 final and binding upon both the parties.

14 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.

15 Language

Language of appeal shall be English only.

16 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.

ANNEXURE-A

Sr. No.	Shop No.	Trade of Shop	Reserve Price P.M excluding taxes (in Rs)	Earnest Money Deposit (EMD) (Rs.)
1	Shop no.2	General Store without eatable items	6,000/-	8,700/-
2	Shop No.12	ATM Site	70,738/-	1,02,000/-
3	Shop No. 13	General Store without eatable items	12,530/-	18,000/-
4	Shop No.22	ATM	1,28,615/-	1,86,000/-
5	Shop no.31	ATM Site	31,888/-	46,000/-
6	Shop no.32	General Store without eatable items	5,954/-	8,600/-
7	Shop no.33	General Store Without eatable items	10,000/-	15,000/-
8	Shop no. 41	General Store Without eatable items	33,451/-	48,200/-
9	Room no. 27, ISBT-17	Office Purpose	6,000/-	9,000/-
10	Room no. 30, ISBT-17	Office Purpose	6,000/-	9,000/-
11	Room No. 55, ISBT-17	Office Purpose	10,120/-	15,000/-
12	Room No. 70	Sale-cum-exhibition hall	9,796/-	15,200/-
13	Room no. 72, ISBT-17	Office Purpose	12,000/-	17,500/-
14	Room no. 73, ISBT-17	Office Purpose	12,000/-	17,500/-
15	Room no. 74, ISBT-17	Office Purpose	12,150/-	17,500/-
16	Room no. 76, ISBT-17	Office Purpose	6,000/-	9,000/-
17	Room no. 81, ISBT-17	Office Purpose	7,000/-	11,000/-
18	Room no. 82, ISBT-17	Office Purpose	7,000/-	11,000/-

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 detailed terms and conditions of the Auction 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 are outstanding in respect of any of the Central/UT/State Government/Organization/Boards /Corporation against the tenderer/deponent/firm/company at the time of applying this Auction Notice.

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

Annexure-C

INDEMNITY BOND (Performa)

This Indemnity Bond is made on _____ day of _____/2024. by Sh. _____ licensee of Shop No.(name of premises) _____, ISBT-____, Chandigarh.

And whereas I have allotted contract/license of Shop No. ___, ISBT, Sector ___, Chandigarh for the period from _____ to _____. The said contract has been expired on _____.

And whereas, I have deposited all the dues up to date and nothing is due against me on account of rent/GST/TCS/other taxes.

That I shall hereby declare and undertakes that I will deposit any dues if found outstanding against me at any later stage on account of rent/service tax/GST TCS etc., of Shop No. _____, ISBT, Sector _____, Chandigarh as I am liable to deposit for the same.

Signature of the licensee
Name: _____.
_____,
_____,
_____.

Witness:

1._____

2._____