

## e-TENDER NOTICE

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

**(Plot No. 701, Industrial Area Phase-I, Chandigarh)**

Chandigarh Transport Undertaking (CTU) invites e-tenders (on-line tenders) from the individuals/Companies/firms for display of advertisement site for Glow Sign Boards at ISBT, Sector 43, Chandigarh. The display of Advertisement Boards will be allowed as under in accordance with the terms and conditions laid down in the Chandigarh Advertisement Control Order 1954 issued vide Notification No. 09967-34-W/37 dated 19 July 1954 under the roof head and specified by the Chandigarh Transport Undertaking and offer premium per month to the Chandigarh Transport Undertaking, Chandigarh. The sites where the advertisement are to be displayed can also be inspected by the bidders during office hours on any working day by contacting General Manager, ISBT-43, Station Supervisor, ISBT-43/Care Taker, Bus Stand, Chandigarh. The bidders are advised to inspect the premises as mentioned at **Annexure 'A'** on the website and only after inspection; they may quote their rates after going through the reserve price

- 1. Tenderers are required to quote their rates per month for a period of 01 (One) year and extended with annual increase of 10% of the immediately preceding monthly license fee.** Bids received for partial number of boards/sites and for shorter periods i.e. less than two year shall be rejected straightway.
- 2. The Tenderer must submit EMD amounting to Rs. 82,500/- (Rupees Eighty Two thousand Five Hundred only) in physical form of a crossed bank demand draft/banker cheque/FDR/Bank guarantee separately as mentioned in the tender notice as drawn on any Scheduled bank at Chandigarh in favour of Director Transport, U.T., Chandigarh in the office of Director Transport, U.T., Chandigarh, Plot No. 701, Industrial Area, Phase I, Chandigarh on or before 07.10.2019 upto 14.00 hours.** Tenders without submission of Earnest Money Deposit through bank draft/banker cheque/FDR/Bank guarantee in physical form within the stipulated date and time shall not be considered and shall be rejected out rightly.
- 3. The detailed bid documents can be downloaded from the website of Chandigarh i.e. <http://etenders.chd.nic.in/nicqep/app> or <http://chandigarh.gov.in> or <http://chdctu.gov.in>.** Tender documents completed in all respect duly signed must be uploaded on the above said website on or before **07.10.2019 upto 14.00 hours**. The tenders shall be opened **on the same day at 15.30 hours**. No tender shall be accepted in physical form under any circumstances.
- 4. The Divisional Manager, CTU & Director Transport, U.T., Chandigarh shall have every right to (a) cancel / withdraw / amend the advertisement or extend the due date at his sole discretion or (b) accept or reject any tender without assigning any reason.**
- 5. The tenderers can approach the Nodal Officer, e-tendering, CTU Chandigarh on any working day between 9.00 a.m. to 5.00 p.m. in case any query/clarification regarding e-tendering process (Phone No. 0172-2679003 Extension 216) or HELPLINE No. 0172-2740641 of Department of Information Technology, Chandigarh Administration, Sector 9-D, Chandigarh.**

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

**TRANSPORT DEPARTMENT  
U.T., CHANDIGARH.  
IMPORTANT INSTURCTIONS**

1. All the instructions contained in the Tender Form are important and required to be complied with.
2. Please ensure to produce the original documents such as EMD, Eligibility Documents and other necessary documents physically within the prescribed time limit.
3. The Earnest Money Deposit is acceptable in the form of crossed bank demand draft/banker cheque/FDR/Bank guarantee from any of the commercial banks in an acceptable form, which should be valid for 90 days beyond the final bid validity period and drawn in the name of the Director Transport, U.T., Chandigarh payable at Chandigarh. Earnest Money in any other form is not acceptable and the tender shall be liable to be treated as invalid.
4. The individual/firms/Companies/Agency who debarred/blacklisted/prosecuted by the Chandigarh Administration/ any State/Central Govt. Bodies/ Undertakings/Court of law need not apply.
5. The EMD and other Eligibility Documents in original should be provided before opening the Technical Bid.
6. Price Bid should be quoted in Electronic Format only.

**CHECK LIST DULY FILLED IN TO BE ATTACHED WITH THE TENDER**

1.	Name of the Person/Organization/Firm, Location of its office with complete address both residential and permanent and Telephone/Fax Nos.	_____ _____ _____
2.	Status of Organization (whether Private/Public Sector Undertaking/Sole Proprietor/ Partnership/Cooperative Society etc.?)	
3.	Whether documentary proof, in support of 1 & 2 above are submitted on line?	Yes / No at Page No. _____
4.	Whether a copy of Resolution passed by the Executive body authorizing the specific officer/partner for signing the documents for this tender has been submitted on line) ?	Yes / No at Page No. _____
5.	Whether the Technical bid and Price bid have been submitted on-line?	Yes / No at Page No. _____
6.	Whether an affidavit as per point No. (A) part ii & iii of the Tender Documents on the Non-judicial stamp paper of Rs. 15/-, duly attested by the Executive Magistrate, regarding non-black listing/non-prosecution/outstanding dues of firm has been submitted on-line ?	Yes / No at Page No. _____
7.	Whether experience certificate as required as per tender documents has been attached with the technical bid or not?	Yes/No At Page No. _____
8.	Whether each page of the tender documents and other enclosures as well as cutting(s)/ overwriting(s) have been signed/initialed by the tenderer and also the forwarding letter has been submitted on-line by authorized signatory?	Yes / No at Page No. _____
9.	Whether the Tender Bid guarantee Earnest Money Deposit through bank draft/banker cheque/FDR/Bank guarantee from any of the commercial banks in an acceptable form, which is valid for one year, payable at Chandigarh drawn in the name of Director Transport, CTU, Chandigarh, for an amount of <b>Rs. 82,500/- (Rupees Eighty Two Thousand Five Hundred only)</b> , has been submitted in physical form?	Yes / No at Page No. _____
10.	Whether the self attested copy of PAN and TAN No. has been submitted on line?	Yes / No at Page No. _____
11.	Any other relevant information	Yes / No at Page No. _____

Place: \_\_\_\_\_  
Dated: \_\_\_\_\_

Signature of Tenderer \_\_\_\_\_  
Full Name of the Tenderer \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
E-mail ID \_\_\_\_\_

**ANNEXURE-‘A’**

<b>Sr. No.</b>	<b>No. &amp; Particular of Premises</b>	<b>Size of Board</b>	<b>Date of Commencement (subject to approval of the Competent Authority)</b>	<b>Reserve Price (excluding taxes) (Rs.)</b>	<b>EMD to be deposited (Rs.)</b>
1	Two Glow Sign Boards (Backside of both the lift)	7 feet x 15 feet each (thickness 4 inch)	22.09.2019	1,37,500/-	82,500/-
2	Three Glow Sign Boards (Central Waiting Area)	16 feet x 6 feet each (thickness 4 inch)			

**(A) ELIGIBILITY CRITERIA**

- i) Chandigarh Transport Undertaking (CTU) invites e-tenders (on-line tenders) from the individuals/Companies for the display of advertisement site for Glow Sign Boards at ISBT, Sector 43, Chandigarh. The display of Advertisement Boards will be allowed as under in accordance with the terms and conditions laid down in the Chandigarh Advertisement Control Order 1954 issued vide Notification No. 09967-34-W/37 dated 19 July 1954 under the roof head and specified by the Chandigarh Transport Undertaking and offer premium per month to the Chandigarh Transport Undertaking, Chandigarh. The Site will be allotted on “**As is and where is**” basis. No extra facility will be provided at any later stage. The sites where the advertisement are to be displayed can also be inspected by the bidders during office hours on any working day by contacting General Manager, ISBT-43, Station Supervisor, ISBT-43/Care Taker, Bus Stand, Chandigarh. The bidders are advised to inspect the premises as mentioned at **Annexure ‘A’** on the website and only after inspection; they may quote their rates after going through the reserve price
- ii) The individual/firms/Companies/Agency/firm who are debarred/blacklisted/prosecuted by the Chandigarh Administration/any State/Central Govt. Bodies/Undertakings /Court of law need not apply.
- iii) The bidder shall submit an undertaking on stamp paper of Rs.15/- duly attested by the notary public or magistrate indicating that he/his firm has not been blacklisted/debarred by Chandigarh Administration or any other authority to participate in the tender (as per specimen enclosed in the tender documents)
- iv) The tenderer shall also submit an affidavit on Non Judicial Stamp papers of Rs. 15/- duly attested by the notary public or magistrate indicating that no criminal proceeding is pending against him/firm/company anywhere in India and they have no dues/outstanding against any of the Central/state government/organization/boards /cooperation.
- v) The bidder should have proof of minimum two years experience in Govt./Semi Govt/Undertaking/Corporation in the same field during last three year and should submit completion/satisfactory certificate, without these documents tender shall liable to be rejected straightway.
- vi) E-bids are invited for the display of advertisement glow boards at ISBT, Sector 43, Chandigarh as per detail mentioned at **Annexure-‘A’** on the website on the licence basis on the terms and conditions of DNIT. The Tenders are invited in three ways tendering process i.e. Bid Security/EMD, Technical Bid and Financial Bid separately. The interested agencies/parties/firms would mention of their Trade/activity in the Technical bids, which would be evaluated by a Technical Evaluation Committee Consequently, Technical bid will be opened only of those bidders whose bid security is found correct. After scrutiny of the information

received in Technical Bid, clarifications, if any, where ever necessary, will be obtained from the party. The Director Transport, UT, Chandigarh reserves the right also to inspect the existing premises being run by the tenderer as part of the Technical Bid analysis. After necessary appraisal of the party's experience and technical expertise, technical short-listing will be done.

Financial Bids of only those agencies/firms will be opened whose Trade as mentioned in the Technical Bid is found to be in order and technically suitable based upon assessment made of credentials etc of the tenderer i.e. it is not or detrimental to the financial/operational interest of CTU. The said decision shall be binding in all respect on the Tenderers. Bids below the minimum reserve licence fee/price as per Annexure 'A' on the website shall not be accepted at any circumstances and as such the license fee is to be determined as per the highest bid.

- vii) Conditional/telegraphic tender/tender received through fax, tenders without earnest money and receiving after due date and time and submitted not on the prescribed form shall not be entertained
- viii) The e-Tender must be accompanied by the scanned copy of the same. Original Demand Draft/FDR/Banker Guarantee should be physically submitted by the tenderer on or before the stipulated date and time as mentioned in the tender notice and downloading of technical bid to the office of Director Transport, U.T., Chandigarh. Earnest money shall not be accepted through cheque. Any amount lying with the CTU on any other account will not be allowed to be adjusted against the EMD for the present tender
- ix) The bidder shall furnish the copy of valid Income Tax Returns of last two years with the technical bid.
- x) The bidder shall furnish the attested copy of PAN Card and ID proof with the technical bid.
- xi) The validity of the tender is 90 days from the date of receipt of the tender/bid.

The Director Transport, U.T., Chandigarh shall have every right to (a) cancel/withdraw/amend the advertisement or extend the due date at his sole discretion or (b) accept or reject any tender without assigning any reason.

**(B) GENERAL TERMS AND CONDITIONS:-**

Chandigarh Transport Undertaking (CTU) invites e-tenders (online tenders) from the individuals/Companies/firms etc. for the allotment of site for the display of advertisement glow board at ISBT, Sector-43, Chandigarh on license basis for 01 (One) year. These premises/site will be allotted "**As is and where is**" basis. No extra facility will be provided at any later stage. The above mentioned premises/site court can also be inspected by the bidders during office hours on any working day by contacting General Manager, ISBT-43/Assistant Controller (F&A)-II/ Station Supervisor, ISBT-43/Care Taker (Bus Stand) Chandigarh. The bidders are advised to inspect the premises and only after inspection, they may quote their rates.

**The terms and conditions will be as under:-**

1. The license shall be for a period of one year extended with annual increase of 10% in the license fee from the date mentioned in the allotment letter by the Chandigarh Transport Undertaking, Chandigarh.
2. The Licensee shall display the advertisement Glow Sign/ advertisement boards as per size mentioned in the Tender Notice/tender documents.

3. The licensee shall regularly pay the monthly license fee in cash in advance on or before the 10<sup>th</sup> day of every month (if 10<sup>th</sup> happen to be holiday than next working day will be due date) to the Director Transport, UT., Chandigarh failing which a penalty at the rate of 1% of the outstanding license fee per day will be imposed till the license fee is paid. In case, the payment is to be made by Demand Draft, the same shall be deposited on or before 7<sup>th</sup> every month. No payment will be accepted through cheque in any case.
4. The licensee shall not allow to use the electricity for the displaying the advertisement glow sign boards at the ISBT, Sector-43, Chandigarh without prior approval of the Divisional Manager CTU & Director Transport, UT., Chandigarh and in case, the licensee make use of electricity for the displaying the advertisement glow sign board, the licensee shall install the electricity meter at his own from the electricity department within 15 days from the date of the award of the contract and till the installation of electricity meter, he will pay the electricity charges @ Rs. 6/- per unit or as fixed by the department at the time of depositing the rent every month in addition to the rent/licence fee and also liable to pay any enhancement in the tariff by the Electricity Department/CTU during the currency of contract. The security deposited by the licensee with the Chandigarh Transport Undertaking shall be released after producing the "No Due Certification" (NDC) from the Electricity Department as well as from CTU in respect of payment of electricity bills of the premises.
5. The EMD of the unsuccessful bidders shall be returned after the allotment of site. The EMD of the successful tenderer shall be returned after furnishing the security deposit and signing of agreement/licence deed. In case, the successful bidder backs out, the Earnest Money Deposit shall be forfeited along with interest thereupon and the bidder shall be black listed for any future contract. Further, the individuals/Companies/Institutions/firms 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 situation:-
  - i) Dishonest/Fraudulent/Sharp practices are indulged in by the party.
  - ii) Advancing a claim on the basis of forged documents.
  - iii) Sale or supply of spurious items and providing public safety.
  - iv) Material concealments/suppression of facts or gross misrepresentation of facts.
  - v) Any other case or situation involving National Security.
  - vi) On breach of any terms and conditions of the DNIT.
6. In case, the successful bidder back out, the CTU will be at liberty to consider offering the allotment of contract of any premises at the rate quoted by the highest bidder and the Director Transport, UT, Chandigarh reserves the right to consider/accept/reject the bid without assigning any reasons.
7. The licensee, at the time of execution of the agreement/license deed, shall furnish a security deposit equal to rent of four months in the form of Fixed Deposit Receipt from any scheduled bank at Chandigarh duly pledged in favour of the Director Transport, U.T., Chandigarh with validity of 15 (Fifteen) months. In the event of breach or non-observance of any of the terms and conditions of this license deed the Director Transport, U.T., Chandigarh may forfeit the security either in full or in part along with interest thereupon. The remaining security, if any, will be refunded to the licensee after he hands over the vacant possession of the premises to the Director Transport, U.T., Chandigarh on the expiry of the license period.

8. **The licensee shall take possession of the premises within fifteen days of the award of letter of intent (LOI), however licence fee shall be charged from the date of actual possession or the last day of expiry of 15 days from the date of issue of letter of intent (LOI), whichever is earlier.**
9. The licensee shall not display any material which may be considered objectionable by the Divisional Manager, CTU & Director Transport U.T., Chandigarh or any Competent Authority.
10. The fixation and removal of the advertisement glow boards will be done by the licensee at his own cost. Electronic wiring will also be done by the licensee at his own cost in a proper manner. But the license fee shall be charged from the date of commencement of this license.
11. The licensee shall not be entitled to claim any compensation on account of any interruption in the display of advertisement glow sign boards due to breakdown of electricity or any other unavoidable circumstances.
12. The licensee shall not directly or indirectly sublet the contract to any other person/firm in any manner.
13. The licensee shall be responsible for providing furniture/infrastructure in the premises as per his requirement at his own and shall also renovate the premises at his own level and cost during the currency of contract.
14. The licensee shall be responsible to protect the Govt. property in his/her possession during the licence period from any damage or loss. If there is any damage caused to CTU property, personnel and reputation due to any action of the licensee or personnel hired by him, a penalty to the maximum amount of Rs.1,00,000/- (Rupees: One lakh) can be imposed, however due notice and opportunity of hearing shall be given before imposing such penalty by the licensor.
15. The licensee shall not use the premises at the ISBT, Sector 43, Chandigarh only for the purpose other than for which license has been given.
16. The licensee shall pay all the Central, State and local taxes for the time being imposed or assessed by the Competent Authority or levied in future from time to time including payment of stamp duty and or registration fee prescribed by the Competent Authority on the registration of Licence/Agreement deed.
17. The licensee shall obtain all the required permissions/license from concerned authorities for displaying the advertisement at his own level and shall obey all the rules/regulations applicable from time to time in this regard
18. The licensee shall ensure good behaviour of self and his employees with the public.
19. The particulars of successful bidder and all his agents (to be supplied by the successful bidder) shall be furnished to the Inspector General of Police, UT, Chandigarh for their verification of antecedents.
20. The Director Transport, UT., Chandigarh can allot any number of Site/premises at ISBT, Sector 43, Chandigarh.

21. No servants of any commercial establishments should be allowed to reside at the allotted site at night.
22. The licensee shall also provide the electric fittings and in case these fitting go out of order, shall replace the same immediately at their own.
23. The licensee shall at all the times without any hindrance, permit the duly authorized officers, servants of the Govt. to enter into and upon the premises for the purpose of inspection and enforcing all the terms and conditions of this licence.
24. The licensee will indemnify the Chandigarh Transport Undertaking and keep it harmless from all claims, demands, action, cause and charges to which the Chandigarh Transport Undertaking may become liable or which it may have to pay or be held liable thereof by any reason including the reason of injury to any person, reputation or property suffered or sustained by any employee of the Chandigarh Transport Undertaking or arising out of any activity or negligence or commission of the licensee or its employees.
25. That the Director Transport, UT., Chandigarh shall have a lien on all the belongings and properties of the licensee for the time being in or upon the premises.
26. In case the area of operation is increased or decreased, the license fee can be accordingly increased or decreased on pro- rata basis by the Director Transport, U.T., Chandigarh.
27. The Licensee will be required to sign an agreement within 15 days from the date of possession of the site containing all the detailed terms and conditions.
28. The Licensee shall submit a passport size photograph along with specimen signatures duly attested by the Gazetted Officer or Notary Public and ID proof of himself and all his manpower deployed on allotted site. No unauthorized person to be deployed by him.

#### **PENALTIES/TERMINATION OF CONTRACT.**

29. The licensor reserves the right to impose the penalty/fine on breach of any of the terms and conditions of the licence.
30. In case of breach of any of the terms and conditions of this deed by the licensee, the licensor may terminate the licence by giving 15 days clear notice and grant the licence to other party at the risk of licensee and recover the loss if any caused to the licensor.
31. The licensor shall be at liberty to terminate the licence by giving 15 days clear notice in writing to that effect
32. On the termination of the licence in accordance with 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.
33. The licensee may terminate the licence deed by giving 30 days clear notice in writing. The loss thus caused to Department on re-allotment of the contract of the premises shall be borne by the licensee.

34. The licensee shall deliver the vacant possession of the premises in the original state to the Director Transport, UT., Chandigarh on the expiry or termination of the license.
35. On the termination of license under any of terms and conditions of the license:-
  - i) The Licensee will deliver the vacant possession of the site in its original state to the licensor, failing which the site 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.

### **ARBITRATION**

36. All disputes or differences arising out or in any way touching or concerning the deed whatsoever shall be referred to the sole Arbitration of the Secretary Transport, Chandigarh Administration, acting as such at the time of reference. There will be no objection to such an appointment that Arbitrator so appointed is a Govt. servant and that he had to deal with matters to which the agreement relates and that in the course of these duties as such the Govt. Servant has expressed views on all or any of the matters in dispute or difference. The award of such Arbitrator shall be final and binding on the parties to the agreement.
37. Subject to the aforesaid, the Arbitration Act, the Rules made there under, any modification for the time being in force shall be deemed in apply to the Arbitration proceedings.

### **JURISDICTION.**

38. Any dispute or differences or claim etc shall be subject to the exclusive jurisdiction of the Hon'ble Courts situated at Chandigarh only. No other Court shall have the jurisdiction to entertain or try any matter concerning this tender.

**UNDERTAKING IN THE SHAPE OF AFFIDAVIT BY THE BIDDER ON THE STAMP PAPER OF RS.15/- duly attested by the notary public or Magistrate**

1. I, Shri \_\_\_\_\_ S/o Shri \_\_\_\_\_  
working as \_\_\_\_\_ of the firm namely  
M/s. \_\_\_\_\_ are duly authorized to  
apply for this Tender.
2. I, the undersigned, have read and understood the above detailed terms and  
conditions as well as Tender Notice and undertake to abide by them.
3. I undertakes that I/my firm/bank/company has not been debarred/blacklisted  
prosecuted by the Department of Govt. of India or any State Govt. or any Union  
Territory or any Public Undertaking.
4. I hereby undertakes and declare that no criminal proceeding is pending against  
the undersigned/tenderer/firm/company anywhere in India and no dues/  
outstanding of any of the Central/state government/organization/boards/  
cooperation against the tenderer/deponent/firm/company.

Signature of the Tenderer

Name of the Tenderer \_\_\_\_\_

Address \_\_\_\_\_

Mobile No. \_\_\_\_\_

PAN/TAN No. \_\_\_\_\_

e-mail Address \_\_\_\_\_