

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

1. All the instructions contained in the tender Form are important & 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 i.e. before the technical bid.
3. The Earnest Money Deposit is acceptable in the form of FDR/Bank guarantee from any of the Scheduled banks in an acceptable form, which should be valid for 60 days beyond the opening of bid (Total validity of EMD 240 days) 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 has been debarred/blacklisted/ prosecuted by the Chandigarh Administration/ any State/Central Govt. Bodies/ Undertakings/Court of law need not apply.
5. Financial Bid should be quoted in Electronic Format only.

CHECK LIST DULY FILLED IN TO BE ATTACHED WITH THE TENDER

1.	The bidder shall submit the name of the Person/Firm, Location of its office with complete address both residential and permanent and Telephone/Fax Nos.
2.	The bidder shall submit the Status of Organization (whether Private/Public Sector Undertaking/Sole Proprietor/ Partnership/Cooperative Society etc.?)
3.	The bidder shall submit the copy of Resolution passed by the Executive body authorizing the specific officer/partner for signing the documents for this tender.
4.	The bidder shall submit the Technical bid and Price/financial bid online.
5.	The bidder shall submit an affidavit on the Non-judicial stamp paper as per clause No. iii of the eligibility criteria of the tender documents.
6.	The bidder shall submit the experience certificate as required as per Clause (v) of the Eligibility Criteria of the tender documents with the technical bid.
7.	The bidder shall submit the copy of audited balance sheet having turnover of Rs. 75 lakh annually in each year (2016-2017 and 2017-2018) in the same trade alongwith the valid copy of ITR as per Clause (vi) of the eligibility criteria of the tender documents.
8.	The bidder shall submit the e-Tender with each page of the tender documents and other enclosures as well as cutting(s)/ overwriting(s) signed/initialed by the tenderer with the forwarding letter of authorized signatory.
9.	The bidder shall submit the Tender Bid guarantee EMD amounting to Rs. 4,15,000/- (Rupees Four Lakh Fifteen Thousand only) through FDR/Bank guarantee from any of the scheduled bank in an acceptable form, which is valid for 60 days beyond the validity of bid payable at Chandigarh drawn in the name of Director Transport, CTU, Chandigarh has been submitted in physical form?
10	The bidder shall submit the self attested copy of PAN and TAN No., ID proof has been submitted on line?

Place: _____
Dated: _____

Signature of Tenderer _____
Full Name of the Tenderer _____
Address _____

E-mail ID _____

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

e-TENDER NOTICE

Chandigarh Transport Undertaking (CTU) invites e-tenders (on-line tenders) from the individuals/Companies/firms etc for the allotment of AC Food Court-II, Ground Floor (Size 33 feet x 33 feet including two stores and kitchen) at Ground Floor, ISBT, Sector 43, Chandigarh on license basis for a period of 6 (Six) years on the terms and conditions specified by the Chandigarh Transport Undertaking, Chandigarh. This premise will be allotted on “**As is and where is**” basis. No extra facility will be provided at any later stage. The premises can also be inspected by the bidders during office hours on any working day by contacting General Manager, ISBT-43/Assistant Controller (F&A)/ 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 6 (Six) years with annual increase of 10% of the immediately preceding monthly license fee.
2. Tenderer must submit EMD in physical form a FDR/Bank guarantee for AC Food Court-II, Ground Floor as mentioned at **Annexure ‘A’** on the website as drawn on any Scheduled bank at Chandigarh in favour of the Director Transport, U.T., Chandigarh in the office of Divisional Manager, CTU & Director Transport, U.T., Chandigarh, Plot No. 701, Industrial Area, Phase I, Chandigarh on or before **07.08.2019 upto 14.00 hours**. Tenders without submission of Earnest Money Deposit through FDR/Bank guarantee in physical form within the stipulated date and time shall not be considered and shall be rejected out rightly. Tender received without requisite EMD or without a copy of annual turnover or proof of experience (as required as the case may be) shall not be considered and rejected straightway.
3. The tenderers can download the detailed bid documents/detailed terms & conditions of e-tender from the website i.e. <http://chandigarh.gov.in> or <http://chdctu.gov.in>. or <http://etenders.chd.nic.in/nicgep/app>. Tender documents completed in all respect duly signed on each page must be uploaded on the above said website on or before **07.08.2019 upto 14.00 hours**. The tenders shall be opened on the same day **at 15.00 hours**. Financial bids of only those bidders will be opened who qualify the technical bid and the date for which will be intimated later on. No tender shall be accepted in physical form under any circumstances.
4. The Director Transport, U.T., Chandigarh shall have every right to (a) cancel/ withdraw/amend the advertisement or extend the due date at his sole discretion or (b) accept or reject any tender without assigning any reason.
5. The tenderers can approach the Nodal Officer, e-tendering, CTU Chandigarh on any working day between 9.00 am to 5.00 pm in case of any query/clarification regarding e-tendering process (Phone No. 0172-2679003 Extn. 216) or Helpline No. 0172-2740641 of Department of Information Technology, Chandigarh Administration, Sector 9 D, Chandigarh.

--sd/-

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

ANNEXURE A

Sr. No.	Trade and place of Premises	Size of premises	Reserve Price per month excluding taxes (Rs.)	Status of premises/ Remarks	Earnest Money Deposit (EMD) (Rs.)
1.	AC Food Court-II (Ground Floor), ISBT-43, Chandigarh	33 feet x 33 feet including 2 stores and kitchen	2,86,200/-	Newly constructed and vacant for immediately licensing out	4,15,000/-

(A) ELIGIBILITY CRITERIA

- i) Chandigarh Transport Undertaking (CTU) invites e-Tender (online) from the individual/Companies/firms etc. for the allotment of AC Food Court-II, Ground Floor at ISBT, Sector 43, Chandigarh on licence basis for a period of 6 (six) years. The AC Food Court-II, Ground Floor at ISBT, Sector 43 can also be inspected by the bidders during office hours on any working day by contacting General Manager, ISBT-43/Assistant Controller (F&A)/Station Supervisor, ISBT 43 and Care Taker (Bus Stand) Chandigarh. The bidders are advised to inspect the premises and only after inspection, they may quote their rates.
- ii) The individual/firms/Companies/Agency/firm who has been 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/affidavit 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 and 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 (as per specimen enclosed in the tender documents)
- iv) E-bids is invited for trade/activity as mentioned against the above premises 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.
- v) The bidder should have minimum experience of two years (out of last five years preceding the year 2017-18 in the relevant field of running food outlets i.e. as the same trade as the AC Food Court-II, Ground Floor (copy of which as proof of experience alongwith work satisfactory certificate should be attached). 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 or any of his representative 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.

- vi) The bidder should have minimum turnover of Rs. 75 lakh (Rupees Seventy Five lakh only) in the last two balance sheets for the year ending 31.3.2017 and 31.3.2018 in the same trade (in the case of AC Food Court-II, Ground Floor only) duly attested or approved by the C. A. (copy of which should be attached).
- vii) The bidder should submit the copy of valid Income Tax Return of last two years with the technical bid.
- viii) The licensee should have Food License certificate from the competent authority in respect of business for the AC Food Court-II, Ground Floor. The tender without above these documents shall liable to be rejected straightway.

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.

- ix) 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.
- x) Original FDR/Bank Guarantee should be physically submitted by the tenderer on or before the stipulated date and time as mentioned in the tender notice in the office of Director Transport, U.T., Chandigarh and the scanned copy of the EMD/FDR/Bank Gurantee should be uploaded in the technical bid 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.
- xi) The bidder shall furnish the attested copy of PAN Card with the technical bid.
- xii) The validity of the tender is 180 days from the date of receipt of the tender/bid.

(B) GENERAL TERMS AND CONDITIONS:-

1. The license shall be for a period of six years with an annual increase of 10% in the license fee from the date mentioned in the allotment letter by the Chandigarh Transport Undertaking, Chandigarh.
2. The licensee shall regularly pay the monthly license fee in cash 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) 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 7th every month. No payment will be accepted through cheque in any case.
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 one month 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. Licencee will also pay the water charges as fixed by the Director Transport, UT., Chandigarh and also liable to pay any enhancement in the tariff by Electricity Department/Municipal Corporation /CTU during the currency of contract. The security deposited by the licensee with the Chandigarh Transport

Undertaking shall be released after producing the "No Due Certification" (NDC) from the Electricity Department as well as from CTU in respect of payment of electricity bills of the premises.

4. The EMD of the unsuccessful bidders shall be returned after the allotment of site. The EMD of the successful tenderer shall be returned after furnishing the security deposit and signing of 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.
5. 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.
6. **The licensee, at the time of execution of the agreement/licence deed, shall furnish a security deposited equal to four (4) monthly instalment of rent plus the security increased correspondingly with the increase of the rent of every year during the contract period in the form of FDR from any scheduled bank at Chandigarh duly pledged in favour of the Director Transport, UT, Chandigarh with its validity of 75 months. In the event of breach or non-observance of any of the terms and conditions of this licence deed the Director Transport, U.T; Chandigarh may forfeit the security either in full or in part along with interest thereupon. The remaining security, if any, will be refunded to the licensee after he hands over the vacant possession of the premises in original state to the Director Transport, U.T., Chandigarh on the expiry of the licence period.**
7. **The licensee shall take possession of the premises within fifteen days of the award of letter of intent (LOI), however licence fee shall be charged from the date of actual possession or the last day of expiry of 15 days from the date of issue of letter of intent (LOI), whichever is earlier.**
8. The licensee shall not directly or indirectly sublet the contract to any other person/firm in any manner.
9. 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.
10. The licensee shall be responsible to protect the Govt. property in his/her possession during the license period from any damage or loss and shall be responsible for proper hygienic condition and maintaining perfect cleanliness in and around the premises. The Licensee shall pay for damage done by him/her or his/her servants or agents during the period of license to the property of the licensor.

11. 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.
12. 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.
13. The licensee shall obtain all the required permissions/licence from concerned authorities for running their business at the premises/sites at his own level and shall obey all the rules/regulations applicable from time to time in this regard.
14. 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 without the consent/approval of the Director Transport, UT, Chandigarh.
15. The licensee shall ensure good behaviour of him and his employees with the public.
16. 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.
17. The Director Transport, UT., Chandigarh can allot any number of premises at ISBT, Sector 43, Chandigarh.
18. No obnoxious trade shall be carried on in the premises.
19. Children below 18 years of age will not be employed under any circumstances.
20. The overcharging shall lead to invoking of penalty clause and repeated incidence of overcharging may lead to cancellation the contract also.
21. The licensee shall not allow any hawker to sell groundnut or any other eatable items or unhygienic commodities in the allotted premises.
22. No servants of any commercial establishments should be allowed to reside at the allotted site at night.
23. The licensee shall also provide the drinking water taps/electric fittings and in case these taps/fitting go out of order, shall replace the same immediately at their own.
24. 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.
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.

26. That the Director Transport, U.T., Chandigarh shall have a lien on all the belongings and properties of the licensee for the time being in or upon the premises.
27. 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.
28. The Licensee will be required to sign an agreement within 15 days from the date of possession of the site containing all the detailed terms and conditions.
29. 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.
30. The rates of the articles to be sold in the premises shall not be unreasonably high and shall be fixed in consultation with the department and the same shall be prominently displayed in the premises as per satisfaction of the Department.
31. 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.
32. The rates of items to be sold in the premises 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.
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 shall obey all the rules/regulations applicable from time to time in this regard.
34. The licensee shall be responsible for providing comfortable seating arrangements with aesthetic looks and pleasing ambience and maintained in a hygienic manner. One base meal/beverage will be provided by licensee at the affordable rate for the common man.
35. 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.

PENALTIES/TERMINATION OF CONTRACT.

36. The licensor reserves the right to impose the penalty/fine on breach of any of the terms and conditions of the licence.
37. 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.
38. The licensor shall be at liberty to terminate the licence by giving 15 days clear notice in writing to that effect

39. 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.
40. 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.
41. The licensee shall deliver the vacant possession of the premises to the Director Transport, UT., Chandigarh on the expiry or termination of the license.
42. On the termination of license under any of terms and conditions of the license:-
 - 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.

ARBITRATION

43. 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.
44. 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.

45. 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.

(C) THE FOLLOWING TERMS AND CONDITIONS ARE ALSO APPLICABLE FOR AC FOOD COURT ONLY:-

1. The rates of the articles to be sold in the premises shall not be unreasonably high and shall be fixed in consultation with the department and the same shall be prominently displayed in the premises as per satisfaction of the Department.
2. The licensee shall only be allowed to use of cooking gas (commercial) 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 licensee 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 single contract (out of last five years preceding the year 2016-17 in the relevant field of running food outlets i.e. as the same trade as the food court (copy of which as proof of experience alongwith work satisfactory certificate should be attached).
6. The bidder should have minimum turnover of Rs. 75 lakh (Rupees Seventy Five lakh only) in the last two balance sheets for the year ending 31.3.2017 and 31.3.2018 in the same trade (in the case of food court only) duly attested or approved by the C. A. (copy of which should be attached).
7. The bidder should submit the copy of valid Income Tax Return of last two years with the technical bid.
8. The licensee shall be responsible for providing comfortable seating arrangements with aesthetic looks and pleasing ambience and maintained in a hygienic manner. One base meal/beverage will be provided by licensee at the affordable rate for the common man.
9. The licensee should have Food License certificate from the competent authority in respect of business for the Food Court.

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 of food court can provide following:
 - i) Ice Cream Parlor.
 - ii) Soft Drinks.
 - iii) Tea/Coffee.
 - iv) Bakery Section
 - v) Sweet Section
 - vi) Snacks Section
 - vii) Food Section (including Breakfast/Lunch/Dinner & Hard Food)

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

1. I, Sh. _____ S/o Sh. _____ Working
as _____ of the firm _____ namely
M/s. _____ are
duly authorized to apply for this Tender.
2. I, the undersigned, have read and understood the above detailed terms and conditions as well as Tender Notice and undertake to abide by them.
3. I under that the I/my firm/bank/company/firm has not been blacklisted prosecuted by the Central/UT/State Government/ undertaking/Board/ Corporation/Authority/ Court of Law.
4. I undertake that that I/My firm/Bank/Company/Firm have been blacklisted /prosecuted by the Central/UT/State Government/Undertaking/Board/ Corporation /Authority/Court of Law and **presently (on the date of submission of the tender) the effect of Blacklisting and prosecution is complete/over.**
5. I hereby undertake and declare that no criminal proceeding is pending against the undersigned/tenderer/firm/company anywhere in India and no dues/ outstanding of any of the Central/UT/State Government/Organization/Boards /Corporation against the tenderer/deponent/firm/company at the time of applying this tender.

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