

**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-tender (on-line tenders) in three parts i.e. Bid security/EMD, Technical Bid and Price financial Bid only from the Nationalized Scheduled Banks for the allotment of the site for ATM (Size 10.6 feet X 8.3 feet) at Out Gate ISBT-17, Chandigarh for commercial purposes i.e. for ATM on licence basis for six years on the terms and conditions specified by the Chandigarh Transport Undertaking, Chandigarh in the tender documents. The said premises/site will be allotted on “**As is and where is**” basis. No extra facility will be provided at any later stage. The site/premises can also be inspected by the bidders during office hours on any working day by contacting General Manager, CTU/Assistant Controller (F&A)-II/Care Taker (Bus Stand) Chandigarh. The bidders are advised to inspect the site/premises as mentioned below in the tender documents and may read the important instructions on the website and thereafter, 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. Each Tenderer must submit EMD in physical form a FDR/Bank guarantee for the said site as mentioned at **Annexure ‘A’** to the tender documents 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 **12.12.2016 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 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 **12.12.2016 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.

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

## ANNEXURE-A

Sr. No.	No. & Particular of Premises	Size of Premises (approximate)	Date of Commencement of the contract	Reserve Price of Premises	EMD to be deposited
1	Site for ATM	10.6 feet x 8.3 feet	28.01.2017	Rs. 49926/-	Rs.72000/-

### (A) ELIGIBILITY CRITERIA

- i) Chandigarh Transport Undertaking (CTU) invites e-Tender (online) only from the Nationalized Banks/Scheduled Banks for the allotment of ATM site at Out Gate ISBT-17, Chandigarh on licence basis for a period of 6 (six) years for commercial purposes i.e. for ATM. The site/premises as mentioned at **ANNEXURE-A** in the tender documents on the website can also be inspected by the bidders during office hours on any working day by contacting General Manager, CTU/Assistant Controller (F&A) and Care Taker (Bus Stand) Chandigarh. The bidders are advised to read the important instructions of the tender documents on the website and also advise to inspect the premises and only after inspection and considering the important instructions, they may quote their rates.
- ii) The Nationalized/Scheduled Banks shall apply the bid for the site/premises for ATM **as per reserve price mentioned at Annexure-A** in the tender documents on the website.
- iii) E-bids are invited for the allotment of the site/premises in three ways tendering process i.e. Bid Security/EMD, Technical Bid and Financial Bid separately. The interested Nationalized Banks/Scheduled Banks would mention their Trade/activity in the Technical bids, which would be evaluated by a Technical Evaluation Committee. Preference will be given to those bidders/Banks which have relevant experience in the same trade in the past. After scrutiny of the information received in Technical Bid, clarifications, if any, where ever necessary, will be obtained from the party/Banks.

Financial Bids of only those Banks will be opened whose Trade as mentioned in the Technical Bid is found to be in order/technically suitable based upon assessment made of credentials etc of the tenderer. i.e. it is not prejudicial 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 price/licence fee as per annexure 'A' to the tender documents 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 . In case successful bidder backs out, the CTU will be at liberty to consider the claim of H2 at the current prevailing rates of premises and to consider offering the allotment at the rate quoted by the highest bidder. However, the Director Transport, UT, Chandigarh reserves the right to accept or reject the bid without assigning any reasons.

- iv) The e-Tender must be accompanied by the scanned copy of Banker Cheque/FDR/Banker Guarantee drawn on any Scheduled Bank in favour of Director Transport, UT, Chandigarh, Plot No. 701, Industrial Area, Phase-I, Chandigarh. Original Banker Cheque/FDR/Banker Guarantee should be physically submitted by the tenderer on or before the stipulated date and time of 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 at any circumstances. Any amount lying with the CTU on any other account will not be allowed to be adjusted against the EMD for the present tender.
- v) 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.
- vi) 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 and the bidder shall be black listed for any future contract as per Chandigarh Administration, Finance Department Notification No. 1927-F&PO (3)-2009 dated 27.02.2009.

- vii) The Banks who are debarred/blacklisted/prosecuted by the Chandigarh Administration/any State/Central Govt. Bodies/Undertakings/Court of law need not apply.
- viii) The bidder shall submit an undertaking that the Bank/agency has not been blacklisted/debarred/prosecuted by Chandigarh Administration or any other authority to participate in the tender and no payment of any state/UT/Central Govt/Undertaking/Body is outstanding against him/his firm.
- ix) The validity of the tender is 180 days from the date of receipt of the tender/bid.

**(B) 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 licence can be renewed by the Director Transport, U.T., Chandigarh after its expiry on mutually agreed terms and conditions as may be decided by the Chandigarh Transport Undertaking/Chandigarh Administration and the Bank subject to clearance all the dues in respect of the allotted site. The licensee shall not claim extension or renewal of licence as a matter of right.
3. The licensee shall regularly pay the monthly license fee in cash 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) alongwith the electricity charges to the Director Transport, UT., Chandigarh failing which a penalty at the rate of 10% per month of the outstanding license fee 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> of every month. No payment will be accepted through cheque in any case.
4. The Banks/bidder will be liable to be blacklisted as per Chandigarh Administration, Finance Department Notification No. 1927-F&PO (3)-2009 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 of the terms and conditions of the tender.
5. The licensee, at the time of execution of the agreement/licence deed, shall furnish a security deposit in the form of Fixed Deposit Receipt (FDR) from any scheduled bank at Chandigarh duly pledged in favour of the Director Transport, UT., Chandigarh with validity of 75 (Seventy five) months. The security amount of ATM site be deposited @ **10% of the total license fee for first year within 15 days along with agreement/license deed papers and a fresh security amount @ 10% of the enhanced licence fee shall be deposited 15 days before the annual period is over. The renewal of licence for next year shall be subject to deposit of such enhanced security amount.** 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 alongwith interest thereupon. The remaining security, if any, will be refunded to the licensee after they 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.

6. **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 the letter of intent (LOI), whichever is earlier.**
7. The licensee shall be responsible for providing official furniture/infrastructure in the premises as per requirement. Beside above, the licensee shall ensure proper hygienic conditions in and around the site. The Banks/licensee shall renovate the premises at their own level and cost.
8. The licensee shall not be allowed extension of counter/additional space in any circumstances and the licensee shall not make any addition or alternation in the premises without the consent/approval of the Director Transport, U.T., Chandigarh.
9. The licensee shall not transfer/ pass on directly or indirectly the possession of the said premises for the purpose of installation of the ATM or for any other purpose to any other department/individual or organization in default thereof, the licensee will be prosecuted in the Court of Law within the jurisdiction.
10. The licensee shall be responsible to protect the Govt. property in their possession during the license period from any damage or loss and shall be responsible for 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 install electricity meter at his own level from electricity department and intimate to this office after installation of electricity meter. Till the installation of electricity meter from electricity department, the licensee shall pay the electricity charges @ Rs. 6/- per unit of the actual consumption of sub-electricity meter at the time of depositing the licence fee/rent to the CTU. 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 and also liable to pay any enhancement in the tariff of electricity by CTU/Electricity Department/Municipal Corporation during the currency of contract.
12. The licensee shall not use any electric appliance or broad caster or any such other appliance without the prior permission and approval in writing of the Divisional Manager CTU & Director Transport, U.T, Chandigarh.
13. The licensee shall not use the premises at the ISBT, Sector 17, Chandigarh for the purpose other than for which license has been given.
14. 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.
15. The licensee shall obtain all the required permissions/license from concerned authorities for running the ATM at their own level and shall obey all the rules/regulations applicable from time to time in this regard and take all the security precautions to safeguard the equipment's installed/provided at the premises.
16. The licensee shall be called upon for repair the premises in case it is found that the premises requires repair. It shall be the responsibility of the bank to renovate/construct the space for ATM Counter immediately at their own cost.

17. The licensee shall ensure good behaviour of their employees with the public.
18. The successful bidder shall submit a copy of verified antecedents of his staff deployed on the allotted site from the Inspector General of Police, Chandigarh within one month from the date of actual possession.
19. No obnoxious trade shall be carried on in the premises. No other illegal activity shall be allowed to be carried by licensee and in case of such eventuality, all the responsibility or legal obligation fall upon the licensee.
20. Children below 18 years of age will not be employed under any circumstances at the allotted site/ATM.
21. The licensee shall also provide the electric fittings at the allotted site and in case these electric fitting go out of order, shall replace the same immediately at their own cost.
22. No servant of any commercial establishments should be allowed to reside at the allotted site at night.
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 shall submit a passport size photograph along with specimen signatures duly attested by Gazetted Officer or Notary Public. He will also submit the proof of residence of all their manpower deployed on allotted site. No unauthorized person to be deployed by them.
28. The licensee will be required to sign an agreement within 30 days from the date of possession of the premises or as specified by the Director Transport, U.T., Chandigarh containing the detailed terms and conditions in addition to the above conditions.

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

29. The licensor i.e. The Director Transport, UT, Chandigarh 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 i.e. The Director Transport, UT, Chandigarh 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 the Clauses of terms and conditions of this licence, 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 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 room in its original state to the licensor, failing which the room 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 BY THE BIDDER IN THE SHAPE OF AFFIDAVIT ON STAMP PAPER OF Rs.15/- DULY ATTESTED BY 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 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 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.

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

**Subject: Licensing out the site for ATM at Outer Gate at ISBT-17, Chandigarh.**

In this connection, it is stated that the site (size 10.6 feet X8.3feet) at outer gate ISBT-17 Chandigarh was allotted to Punjab & sind Bank through e tender notice dated for a period of six years w.e.f. 28.1.2011 to 27.1.2017. Now the period of contract is going to be expired on 28.1.2017. Hence the draft tender documents has been prepared is placed below for approval and fixing the date and time for floating the same. The total value of the contract in this case comes to Rs.3594672/-. And the same is within the competency of Worthy Director Transport. The DFA tender notice letter to DPR alongwith with the list of bank is also submitted for approval and signature please.