## 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 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 according 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, CTU-II, Station Supervisor, ISBT-43/Care Taker, Bus Stand, Chandigarh:-

Sr. No.	No. & Particular of Premises	Size of Board	DateofCommencement(subjecttoapprovaloftheCompetentAuthority	Reserve Price (Rs.)
1	Two Glow Sign Boards (Backside of both the lift)	7 feet x 15 feet each (thickness 4 inch)	Immediately	44,000/-
2	Three Glow Sign Boards (Central Waiting Area)	16 feet x 6 feet each (thickness 4 inch)		

1. Tenderers are required to quote their rates per month of all the boards mentioned at Sr. No. 1 and 2 above for a period of 2 (two) years. Bids received for partial number of boards and for shorter periods i.e. less than two years shall be rejected straightway.

2. Each tenderer must submit in physical form a crossed bank demand draft of Rs.1,00,000/- (Rupees One Lakh only) as Earnest Money 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 **12/01/2015 upto 14.00 hours**. Tenders without submission of Earnest Money Deposit through bank draft in physical form within the stipulated date and time shall not be considered and shall be rejected out rightly.

3. The tenderers can downloaded the detailed bid documents from the website of Chandigarh i.e. <u>http://etenders.chd.nic.in/nicgep/app</u>. Tender documents completed in all respect duly signed must be uploaded on the above said website on before <u>12/01/2015 upto</u> <u>14.00 hours</u>. The technical bid shall be opened on <u>15/01/2015</u> at 14.00 hours. Financial bids of only those bidders will be opened who qualify the technical bids 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 right to accept or reject 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.

-sd/-Director Transport, Chandigarh Transport Undertaking U.T., Chandigarh. Ph No. 0172-2679002

## TERMS AND CONDITIONS

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 on license basis for two years. The terms and conditions will be as under:-

- 1. The license shall be for a period of two years from the date mentioned in the allotment letter by the Chandigarh Transport Undertaking, Chandigarh.
- 2. The Licensee shall display the advertisement glow sign boards as per size mentioned in the Tender Notice.
- 3. The Licensee shall regularly pay the monthly license fee 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 Divisional Manager, CTU & Director Transport U.T., 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.
- 4. The bidder shall furnish Earnest Money Deposit (EMD) or Rs. 1,00,000/-(Rupees One Lakh only) in physical form by way of Demand Draft in favour Director Transport, U.T., Chandigarh in the office of Director Transport, U.T., Chandigarh, Plot No. 701, Industrial Area, Phase I, Chandigarh. The EMD of the unsuccessful bidders shall be returned after opening of the tender. The EMD of the successful tenderer shall be returned after furnishing the security deposit and signing of agreement/licence deed. In case of the successful bidder backs out, the Earnest Money Deposit shall be forfeited and the bidder shall be blacklisted for any future contract. Further, the firm/companies/bank 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 type 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 of supply of spurious items and providing public safety.
  - iv) Material concealment/suppression of facts or gross misrepresentation of facts.
  - v) Any other case or situation.
- 5. 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 25 (Twenty five) 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. 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.
- 6. The licensee shall not display any material/advertisement, which may be considered objectionable by the Divisional Manager, CTU & Director Transport, UT, Chandigarh.

- 7. The fixation and removal of the advertisement boards will be done by the licensee at his own cost and risk. 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 the commencement of this license.
- 8. The licensee shall not be entitled to claim any compensation on account of any interruption in the display of advertisement boards due to breakdown of electricity or any other unavoidable circumstances.
- 9. The license shall not make any addition or alteration in the premises without the consent/approval of the Director Transport, U.T., Chandigarh.
- 10. The licensee shall not directly or indirectly sublet the contract to any other person/ firm any manner.
- 11. The licensee shall not use the premises at the ISBT, Sector 43, Chandigarh 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 advertisement fee imposed by the Municipal Corporation, U.T., Chandigarh and payment of stamp duty and or registration fee prescribed by the Competent Authority on the registration of License/Agreement deed.
- 13. The licensee shall obtain all the required permissions/license from concerned authorities for display the advertisement at his own level and shall obey all the rules/regulations applicable from time to time in this regard.
- 14. The particulars of successful bidders shall be furnished to the Inspector General of Police, UT, Chandigarh for their verification of antecedents.
- 15. The licensee shall at all the time without any hindrance, permit the duly authorized officer, 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 license.
- 16. The licensor shall be at liberty to terminate the license by giving 15 days clear notice in writing to that effect.
- 17. The licensor reserves the right to impose the penalty /fine on breach of any of the terms and conditions of the license.
- 18. In case of breach of any the terms and conditions of this deed by the licensee, the licensor may terminate the license by giving 15 days clear notice and grant the license to other party at the risk of licensee and recover the loss if any caused to the licensor.
- 19. On the termination of the license in accordance with Clause 18 above, the licensor may in addition to resumption of the premises, forfeit the whole or part of the security deposited by the licensee.
- 20 The licensee may terminate the license 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.
- 21. The licensee shall deliver the vacant possession of the premises to the Director Transport, UT, Chandigarh on the expiry or termination of the license.

- 22. 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 Home Secretary, 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.
- 23. 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.
- 24. The licensee will indemnity 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 or 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. In case the area of operation is increased/decreased, the licence fee can be accordingly increased or decreased by the Director Transport.
- 26. The licensee will be required to sign an agreement within the times specified by the Director Transport, U.T., Chandigarh containing the detailed terms and conditions in addition to the above conditions.

## UNDERTAKING BY THE BIDDER ON STAMP PAPER OF RS. 5/-

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 (Clause 1 to 26) as well as Tender Notice and undertake to abide by them.
- 3. I under that the I/my firm/bank/company has not been blacklisted by the Department of Govt. of India or any State Govt. or any Union Territory or any Public undertaking.

Signature of the Tenderer
Name of the Tenderer
Address
Tel No
Email I.D.