

**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 Shops at ISBT, Sector 17, Chandigarh on license basis for a period of 3 (Three) years on the terms and conditions specified by the Chandigarh Transport Undertaking, Chandigarh. These Shops (As is and where is). No extra facility will be provided at any later stage. The Shops can also be inspected by the bidders during office hours on any working day by contacting General Manager CTU – II, Station Supervisor ISBT-17 and Care Taker (CTU), 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 3 (Three) years with annual increase shall be by 10% of the immediately preceding monthly license fee.
2. Each Tenderer must submit EMD in physical form a crossed bank demand draft/banker cheque/FDR/Bank guarantee for each shop 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 **22/01/2016 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 tenderers can download the detailed bid documents from the website of Chandigarh i.e. <http://etenders.chd.nic.in/nicgcp/app>. Tender documents completed in all respect duly signed on each page must be uploaded on the above said website on or before **22/01/2016 upto 14.00 hours**. The tenders shall be opened on **27/01/2016 at 14.00 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 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

SHOPS AT ISBT 17, CHANDIGARH						
Sr. No	Shop No.	Trade of Shop	Size of Shop (approximate)	Last Reserve Price/Present rent	Status of shop/Remarks	EMD (Rs.)
1	2	General Store without eatable items	8'x11'-8"	6,370/-	Vacant from 9.9.2015	5,000/-
2	31	ATM (for Nationalized bank)	8'x7'	9,600/-	Vacant from 9.4.2014	7,000/-
3	41	General Store without eatable items	8'x7'	21,101/-	Vacant from 10.9.2015	15,200/-
4	42	General Store without eatable items	8'x7'	20,101/-	Vacant from 9.9.2015	14,500/-
5	51	Flavoured Juice, Ice Cream, Pop Corn & Soup	7'x10'	8,330/-	Vacant from 10.9.2015	6,000/-

Each tenderer must submit in physical form a crossed bank demand draft/banker Cheque/FDR/Bank guarantee separately for each Shops, ISBT-17, Chandigarh 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 **22/01/2016 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. Financial bids of only those bidders will be opened who qualify the technical bid and the date for which will be intimated later on. The successful bidder will have to deposit security amount @ **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 shape of FDR of any scheduled bank payable at Chandigarh duly pledged in favour of Director Transport, U.T. Chandigarh. In case of successful bidders backs out, his/her earnest money shall be forfeited and the bidder will be black listed for any future contract as per Chandigarh Administration Finance Department Notification No. 1927-F&PO(3)-2009 dated 27.02.2009. The licensee/bidder have to pay stamp duty, if leviable as per rules.

The undersigned reserves the right to accept or reject the bid without assigning any reasons.

The detailed terms & conditions of e-tender can be downloaded from the website <http://chandigarh.gov.in> or website of this Undertaking i.e. <http://chdctu.gov.in>.

(A) ELIGIBILITY CRITERIA

Chandigarh Transport Undertaking (CTU) invites e-Tender (online) from the individual/Companies/firms etc. for the allotment of Shops at ISBT 17, Chandigarh on licence basis for a period of 3 (three) years. The Shops can also be inspected by the bidders during office hours on any working day by contacting General Manager, CTU-II, Station Supervisor, ISBT 17, Care Taker (CTU) Chandigarh. The bidders are advised to inspect the premises and only after inspection, they may quote their rates.

1) **Eligibility Criteria**

E-bids are invited for trade/activity as mentioned against the said shops. The Tenders are invited under Double Envelop System i.e. Technical and Financial Bid separately. The interested agencies/parties would mention of their Trade/activity in the Technical bids, which would be evaluated by a Technical Evaluation Committee. Preference will be given to those bidders/agencies which have relevant experience in the same trade in the past.

Financial Bids of only those agencies will be opened whose Trade as mentioned in the Technical Bid is found to be in order 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.

2) **Minimum Reserve Licensee fee**

The Reserve License fee for each Shop has been mentioned in the “**Annexure A**”. In addition to determined license fee the bidders shall be required to pay all the Central, State, local taxes (such VAT, Service Tax etc.) and including the fess of Municipal Corporation levied from time to time or levied in future. Bids below the minimum reserve license fee shall not be accepted. Annual increase shall be by 10% of the immediately preceding monthly license fee.

(B) TERMS AND CONDITIONS:-

1. The license shall be for a period of three 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 e-Tender must be accompanied by the scanned copy of Demand Draft/Banker Cheque/FDR/Bank guarantee drawn on any Scheduled Bank at Chandigarh in favour of Director Transport, UT, Chandigarh, Plot No. 701, Industrial Area, Phase I, Chandigarh. Original Demand Draft/Banker Cheque/FDR/Bank guarantee should be physically submitted by the tenderer before the time of 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.
3. 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.
4. e-Tender are to be submitted under three ways tendering process i.e. Bid Scrutiny/EMD, Technical Bid and Financial Bid separately. Consequently, Technical bid will be opened only of lien the bid scrutiny 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 reserves the right also to inspect the existing shop 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. Further, “Financial Bid will be opened in respect of only those tenderers who are found technically suitable based upon assessment made of credentials etc of the tenderer.

5. The licensee shall regularly pay the monthly licence fee in cash 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 licence fee per day will be imposed till the licence fee is paid. In case, the payment is to be made by Demand Draft, the same shall be deposited on or before 7th of every month. No payment will be accepted through cheque in any case.
6. In addition to the monthly licence fee, the licensee shall pay the electricity charges @ Rs. 6/- per unit or by installing the electricity meter from the electricity department on his own within one month from the date of possession of site. Licensee will also pay the water charges as fixed by the Director Transport, UT., Chandigarh and also liable to pay the any enhancement in the tariff by Electricity Department/Municipal Corporation CTU during the currency of contract.
7. The bidder shall furnish Earnest Money Deposit (EMD) in physical form as mentioned against each Shop at ISBT 17, Chandigarh separately by way of Demand Draft/Banker Cheque/FDR/Banker guarantee drawn on any scheduled bank at Chandigarh in favour of Director Transport, UT, Chandigarh, Plot No. 701, Industrial Area, Phase I, Chandigarh. 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. Keeping in view, if required CTU reserve a discretion right to consider the claim of L2 at the current prevailing rates of shop. Further, the individuals/Banks/Multinational Companies/Institutions/firms 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) The bidder shall submit an undertaking that he/his/firm has not been blacklisted by Chandigarh Administration or any other authority to participate in the tender.
8. The licensee, at the time of execution of the agreement/licence deed, shall furnish the security amount of Shops @ **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 shape of FDR of any scheduled bank payable at Chandigarh duly pledged in favour of Director Transport, U.T. Chandigarh with validity of 39 (Thirty Nine) 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. 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 licence period.

9. The licensee shall take possession of the premises at his own cost. But the license fee shall be charged from the date of physical possession of the shops/premises of this license.
10. The licensee shall not make any addition or alternation in the premises without the consent/approval of the Director Transport, U.T., Chandigarh.
11. The licensee shall not directly or indirectly sublet the license or part with the possession of the shop to any other person/firm in any manner.
12. The shops 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.
13. The licensor shall not be liable to pay any compensation or damages to the licensee on account of breakdown of water supply, electricity, telephone and any other services beyond the control of licensor.
14. The licensee shall be responsible to protect the Govt. property in his/her possession during the license period from any damage or loss. The premises including the shops will be kept in a proper state of cleanliness and adhering to rule and guidelines of the Competent Authority to the satisfaction of the licensor or his office and servants duly authorized by the licensor in this behalf. The licensee shall get/procure at its own cost the licence if any for running their business in the allotted shop/premises within one month from the date of allotment and a copy of the same shall be submitted to CTU. 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.
15. The licensee shall install a electricity meter in the premises at his own with the approval in writing from the Director Transport, UT., Chandigarh 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 at the time of depositing the licence fee 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.
16. The licensee shall not use the premises at the ISBT, Sector-17, Chandigarh for the purpose other than for which license has been given. The list of rates of the articles to be sold by the licensee in the Restaurant/Fast Food Center shall be displayed in the premises as duly approved by the Department.
17. The list of rates of the articles to be sold by the licensee in the shops as the case may be, shall be displayed in the premises as duly approved by the Department. The rates of items to be sold in the Shops will be fixed rates. The rates should not be charged above MRP in case of manufactures packed items.
18. The licensee shall pay all the Central, State and local taxes including the fees of the Municipal Corporation etc. and levied from time to time or levied in future. The licensee should deposit all the taxes such as VAT, Service Tax etc. collected from the customers immediately to the respective department and a proof of this

will be given to CTU every month along with the licence fee. The cost of stamp duty/registration fee etc., prescribed by the competent authority shall be borne by the licensee for the registration of license/agreement deed and submit the copies of receipt in this regard to the Director Transport, U.T., Chandigarh.

19. The licensee shall obtain all the required permissions/license from concerned authorities for running their business in the allotted shop/premises at his own level and shall obey all the rules/regulations applicable from time to time in this regard.
20. The licensee shall not be allowed extension of counter/additional space in any circumstances.
21. The licensee shall ensure good behaviour of him and his employees with the public.
22. The particulars of successful vendors shall be furnished to the Inspector General of Police, UT, Chandigarh for their verification of antecedents.
23. The Director Transport, UT., Chandigarh can allot any number of Shops at ISBT, Sector-17, Chandigarh.
24. No obnoxious trade shall be carried on in the premises.
25. Children below 14 years of age will not be employed under any circumstances.
26. The licensee shall not allow any hawker to sell groundnut or any other eatable items or unhygienic commodities in the allotted premises.
27. No servants of any commercial establishments should be allowed to reside at the allotted site at night.
28. 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.
29. 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 license.
30. The licensor shall be at liberty to terminate the license by giving 15 days clear notice in writing to that effect.
31. The licensor reserves the right to impose the penalty/fine on breach of any of the terms and conditions of the license.
32. In case of breach of any of 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.
33. On the termination of the license in accordance with Clause 32 above, 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.

34. 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.
35. The licensee shall deliver the vacant possession of the premises to the Director Transport, UT., Chandigarh on the expiry or termination of the license.
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.
38. 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.
39. 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.
40. In case the area of operation is increased/decreased, the license fee can be accordingly increased or decreased by the Director Transport, U.T., Chandigarh.
41. 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.
42. The Licensee shall submit a passport size photograph along with specimen signatures and ID proof.
43. The Director Transport, UT., Chandigarh reserves every right to accept or reject any bid without assigning any reason.
44. On the termination of license 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.

UNDERTAKING BY THE BIDDER ON STAMP PAPER OF RS. 15/-

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 44) as well as Tender Notice and undertake to abide by them.
3. I hereby undertakes that the I/my firm/bank/company has not been blacklisted prosecution by the Department of Govt. of India or any State Govt. or any Union Territory or any Public undertaking/Authority/Court of Law.

Signature of the Tenderer
Name of the Tenderer _____

(In Capital Letters)

Address _____

Tel/Mob No. _____

Email Address. _____

PAN/TAN No. _____