COMMERCIAL SITE (TAXI STAND) ON RENT FOR 03 YEARS (EXTENDABLE FOR 02 YEARS) AT ISBT – 43, CHANDIGARH.

No.8975/CT/CTU/2020,
Dated: 09.09.2020

Chandigarh Transport Undertaking invites e-tenders (online tenders) from the individuals/Companies/firms/ Contractor/Agency/Joint Venture/Consortium for the allotment of Taxi Stand site at ISBT, Sector 43, Chandigarh. The interested parties can apply for the bidding on or before 05-10-2020 upto 14.00 hrs. The terms and conditions of the bidding can be seen on the website of Chandigarh i.e. http://etenders.chd.nic/nicgep/app or http://chandigarh.gov.in or http://chdctu.gov.in

-sd/-
Director Transport
U.T., Chandigarh

CHANDIGARH ADMINISTRATION

TRANSPORT DEPARTMENT,
U.T., CHANDIGARH.

IMPORTANT INSTRUCTIONS

1. All the instructions contained in the Tender documents are important and required to be complied with.

2. Please ensure to also submit the technical bid along with the original documents such as EMD, Affidavit, Experience certificate, Eligibility Documents and other necessary documents as per tender physically on or before the closing date of bid mentioned in the Tender Notice.

3. The Earnest Money Deposit of Rs.1,00,000/- is to be submitted in the form of Fixed Deposit Receipt/Bank Guarantee from any of the Scheduled/Commercial banks in an acceptable form, which should be valid for 180 days from the date of opening of technical bid 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. Price Bid should be quoted after considering the reserve price of Rs. **96,703/-** , in the **Electronic Formats only**.

CHECK LIST DULY FILLED IN TO BE ATTACHED WITH THE TENDER

1.	The Bidder shall submit the name of the Individual/firms/Companies/Contractor/Agency/ Joint Venture/Consortium Location of its office with complete address both residential and permanent alongwith documentary proof and Telephone/Email/Fax Nos.
2.	The bidder shall submit the Bid Guarantee (Earnest Money Deposit) of requisite amount of Rs. 1,00,000/- in the form of Fixed Deposit Receipt/Bank Guarantee from any of the Scheduled/Commercial banks in an acceptable form, which should be valid for 180 days from the date of opening of technical bid and drawn in the name of the Director Transport, U.T., Chandigarh payable at Chandigarh.
3.	The bidder shall submit the Terms and conditions duly signed/Technical bid has been attached and Price Bid quoted in Electronic Format.
4.	The bidder shall submit an affidavit on the Non-judicial stamp paper, duly attested by the Executive Magistrate or Notary Public, regarding non-black listing/non-prosecution of tenderer/firm.
5.	The bidder shall submit the copy of experience certificate has been attached or the other documents as required therein the tender document.
6.	The bidder shall submit attested copy of valid Income Tax Clearance Certificate/ITR for last three years issued by the competent authority in r/o tenderer.
7.	The bidder shall submit attested copy of valid PAN/TAN/GST No. issued by the Competent Authority in respect of the tenderer.
8.	Any other relevant information.

Place: _____
Dated: _____

Signature of Tenderer_____
Full Name of the Tenderer_____
Address_____
_____

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

No.8975/CT/CTU/2020,
Dated 09-09-2020

e-TENDER NOTICE

(FOR PARKING SITE FOR FOUR WHEELERS/TAXI STAND AT ISBT – 43)

Chandigarh Transport Undertaking (CTU) invites e-tenders (on-line tenders) from the individuals/Companies/firms/Contractor/Agency/ Joint Venture/Consortium for the allotment of Parking Site for Taxi Stand at ISBT-43, Chandigarh on license basis for a period of 3 (Three) years (extendable by two years) on the terms and conditions as specified in the tender documents. The Parking Site can also be inspected by the bidders during office hours on any working day by contacting Asstt. Controller (F&A), CTU, Station Supervisor ISBT-43 or Care Taker (CTU) Chandigarh. The bidders are advised to inspect the premises 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 which shall be subject to annual increase of 5% (five percent) of the immediately preceding monthly license fee during the initial period of contract and extended period of contract.

2. Tender is required to be submitted online only along with the scanned copies of the required documents and EMD of the requisite amount as per tender documents. However, the EMD must be submitted in physical form by way of FDR/Bank guarantee drawn on any Scheduled/Commercial banks at Chandigarh in favour of Director Transport, U.T., Chandigarh in the office at Plot No. 701, Industrial Area, Phase I, Chandigarh on or before **05-10-2020 upto 14.00 hours**. Tenders without submission of Earnest Money Deposit through FDR/Bank guarantee and required documents 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/nicgep/app **or http://chandigarh.gov.in or website of this Undertaking i.e. http://chdctu.gov.in**. Tender documents completed in all respect duly signed on each page must be uploaded on the above said website on or before **05-10-2020 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), Chandigarh Transport Undertaking, 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) 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.

CHANDIGARH TRANSPORT UNDERTAKING

O/o Director Transport UT, Chandigarh,

Plot No. 701, Industrial Area Phase-1, Chandigarh.

e-TENDER FOR THE ALLOTMENT OF TAXI STAND AT ISBT, SECTOR 43, CHANDIGARH ON LICENCE BASIS

09th September- 2020

Director Transport, UT
Chandigarh Transport Undertaking,
Plot No. 701, Industrial Area Phase-1,
Chandigarh
Tel No: 0172-2679003
E-mail: ctu-chd@nic.in & jb.sharma1@chd.nic.in

CHANDIGARH TRANSPORT UNDERTAKING

Plot No. 701, Industrial Area Phase-1, Chandigarh.
Tel No: 0172-2679002 E-mail: ctu-chd@nic.in

e- TENDER FOR THE ALLOTMENT OF TAXI STAND AT ISBT, SECTOR 43, CHANDIGARH ON LICENCE BASIS

Size of parking site	No. of vehicles (Taxi Stand) that can be parked
128 feet x 52 feet = 6656 Sq.ft. **(approx)**	**35 - 40 Approximately**

Time Schedule for the bids:

Bid Reference	:	No.8975/CT/CTU/2020, Dated: 09-09-2020
Date of commencement of downloading of bid document	:	12-09-2020 at 10.00 am onwards
Last date and time for bid submission/uploading of bid in e-procurement platform /ONLINE http://etenders.chd.nic.in	:	05-10-2020 Up to 14:00 P.M.
Date and time of opening of technical bids	:	The bids will be opened online by the Authorized Officers on 05-10-2020 at 15:00 P.M.
Date and time of opening of Financial Bids	:	Will be intimated to technically responsive bidders
Place of opening of bids and address for communication	:	O/o Director Transport UT, Chandigarh **Chandigarh Transport Undertaking** Plot No. 701, Industrial Area Phase-1, Chandigarh.
Contact person (in case of any query)		Sh.Vinod Kaushik, AC(F&A), CTU (Phone No. 0172-2679003 Extn. 216)

Note:

(1) In case the specified last date of opening of the bids is declared a holiday, the bids shall be opened on the next working day at the same time and venue.

(2) Completed bids shall be uploaded on the e-procurement platform by the Bidders using their user ID and addressed to the Director Transport, UT, CHANDIGARH in the manner as described in the tender documents on or before the stipulated date & time.

DETAILED TERMS AND CONDITIONS OF THE TENDER FOR PARKING SITE

A. GENERAL TERMS & CONDITIONS FOR SUBMISSION OF TENDER

1.1 E-bids are invited online for parking site reserved for Taxi Stand. The allotment of Taxi Stand shall be made on licence basis initially for a period of three years which may be extended for two years on yearly basis depending upon the performance and the compliance of the terms and conditions of contract. The parking site shall be allotted on **"As is and where is basis**." No extra facility will be provided at any later stage.

1.2 Tender(s) should be uploaded upto the date and time as indicated in the Tender Notice.

i) The tender will be in three parts i.e. EMD, Technical Bid and Financial Bid separately.

ii) The e-Tender must be accompanied by the scanned copy of FDR/Bank guarantee drawn (as EMD) on any Scheduled/Commercial Banks at Chandigarh in favour of Director Transport, UT, Chandigarh, Plot No. 701, Industrial Area, Phase I, Chandigarh. The EMD (original FDR/Bank guarantee) should be physically submitted by the tenderer to the office of Director Transport, U.T., Chandigarh before the last date of submission/uploading of technical bid. Earnest money shall not be accepted through Cheque.

iii) The Technical Bid and Financial Bid should be uploaded on the website only as indicated in the Tender Notice. The Technical Bid should contain the technical details like status of the bidder, address, telephone No., experience, details of EMD and any other relevant information as per tender documents.

iv) Financial Bid will contain only the Financial Bid (rates) as per the BOQ. 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 to get the existing premises being run by the tenderer inspected as part of the Technical Bid analysis. After necessary appraisal of the party's experience and technical expertise, technical short-listing will be done.

v) Financial bids of only those bidders will be opened who qualify the technical bid and the date for which will be intimated later on.'

vi) The Director Transport, UT, Chandigarh reserves discretion/right to consider the claim of H2 at the rates of premises quoted by H1and to consider offering the allotment of the site at the rate quoted by the highest bidder.

1.3 The Reserve License fee of the parking site is fixed at **Rs.96,703/- per month**. Bids below the minimum reserve license fee shall not be accepted under any circumstances.

1.4 The bidder shall submit an undertaking on stamp paper of Rs.15/- that he/his/firm has not been blacklisted by Chandigarh Administration or any other authority to participate in the tender as per specimen enclosed.

1.5 The validity of tender shall be for 180 days from the date of receipt of the bid, unless validity is extendable by mutual consent.

1.6 In case bidder withdraws its offer within the validity period, submit forged documents/fake documents or do unethical/un-business like activity, do not submit performance security, EMD of the bidder will be forfeited and other punitive action, as deemed fit, will be taken.

1.7 Each page containing terms and conditions of the tender should be signed by the bidders/tenderers with stamp of the firm and thereafter scanned copies thereof be uploaded.

1.8 The tenders/bids will be opened in the presence of intending bidders/tenderers or their authorized representatives if they wish to be present at that time along with authorization letter.

1.9 Director Transport reserves 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.

2. EMD (Earnest Money Deposit)

2.1 EMD is to be submitted in physical form by way of FDR/Bank guarantee drawn on any Scheduled/Commercial banks 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 the last date and time of submission of technical bid. Any amount lying with the CTU on any other account will not be allowed to be adjusted against the EMD for the present tender.

2.2 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.

3. ELIGIBILITY OF BIDDER:

3.1 TECHNICAL QUALIFICATION

Only the bidders having the experience of 2 (Two) years in the field of Taxi Services/Individual with experience in the field of Taxi Service Management. The proof of experience certificate/ copy of allotment letter must be attached with the bid. The bids received without experience certificate shall be liable to be rejected straightway.

3.2 **FINANCIAL QUALIFICATION**

The bidder should submit Income Tax returns duly signed for the last three preceding financial years i.e. 2016-17, 2017-18 & 2018-2019.

4 DISQUALIFICATION/BID REJECTION

4.1 Tenders without submission of Earnest Money Deposit through FDR/Bank guarantee and required documents in physical form within the stipulated date and time shall not be considered and shall be rejected out rightly.

4.2 Incomplete/Conditional/telegraphic tender/tender received through fax, tenders without earnest money and receiving after due date and time and submitted, not in the prescribed manner shall not be entertained.

4.3 The individuals/Companies/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 tender/DNIT.

5 PERFORMANCE SECURITY:

The licencee at the time of execution of the agreement/licence deed, shall furnish a security deposit equal to four months licence fee/ rent in the form of Fixed Deposit Receipt (FDR) from any scheduled bank at Chandigarh duly pledged in favour of the Director Transport, UT, Chandigarh payable at Chandigarh with validity of 65 (Sixty five) months. In the event of breach or non-observance of any of the terms and conditions of this licence deed, the Director Transport, UT, Chandigarh may forfeit the security either in full or in part. The remaining security, if any, may be refunded to the licensee after he hands over the vacant possession of the premises in original state to the Director Transport, UT, Chandigarh on the expiry of the licence period.

6 PERIOD/TERM OF CONTRACT

The license shall be for a period of three years (extendable by two years on yearly basis, depending upon the performance and the compliance of the terms & conditions of the contract) with an annual increase of 5% of the immediately preceding monthly license fee during the initial period of contract and extended period of contract.

7 TERMS AND CONDITIONS OF THE CONTRACT:-

7.1 The licensee shall take possession of the premises within fifteen days of the award of letter of intent (LOI), however licence fee/ rent 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.

Note:- However, the premises is to be allotted immediately on finalization of the tender or as per date mentioned in Annexure-A to the tender documents, But due to situation of pandemic of Covid-19, the possession and rent of the allotted premises will be charged from the actual date of resumption of interstate operation of buses at ISBTs Chandigarh.

7.2 The licensee shall regularly pay the monthly licence fee online through website of this undertaking i.e. http://chdctu.gov.in. 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 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. However, the Director Transport reserves the right to decrease/waive off the penalty upon the satisfactory reasons of the case for delay in paying rent.

7.3 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.

7.4 In addition to the monthly licence fee, the licensee shall pay the electricity charges @ Rs. 6/- per unit on actual consumption of sub meter and the sub-meter shall be installed by the licencee at his own cost. Licensee will also pay the water charges as fixed by the Director Transport, UT., Chandigarh (if any) and also liable to pay any enhancement in the tariff of electricity/water 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/CTU in respect of payment of electricity bills of the premises.

7.5 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.

7.6 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 G.S.T., TCS 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.

7.7 The licensee shall not make any addition or alternation in the premises without the consent/approval of the Director Transport, U.T., Chandigarh.

7.8 The licensee shall not directly or indirectly sublet the license or part with the possession of the parking sites to any other person/firm in any manner.

7.9 The licensee shall be responsible to protect the Govt. property in his/her possession during the license period from any damage or loss. The site/parking premises 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 site within one month from the date of allotment and a copy of the same License 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.

7.10 The licensee shall not use the parking sites/premises at the ISBT-43, Chandigarh for the purpose other than for which license has been given.

7.11 The licensee shall not allow to park any vehicles in the public way as well as NO PARKING ZONE area at the ISBTs as fixed by the department.

7.12 In case of Taxi Stand, the successful bidder should exempt the Government/CTU Staff vehicles (to be authenticated by CTU) from parking fees.

7.13 The licencee must construct one pre-fabricated structure (6 ft. x 8 ft.) at the entry gate point for its own use.

7.14 The successful bidder/Licensee shall ensure that CCTV cameras are installed at the entry point as well as in the allotted parking premises for the proper security check. The successful bidder/licensee shall be personally liable for any lapse found on account of security check.

7.15 The licensee shall obtain all the required permissions/license if any, required from concerned authorities for running the above parking site at his own level and shall obey all the rules/regulations applicable from time to time in this regard.

7.16 The licensee shall ensure good behaviour of his and his employees with the public and Inspecting Officer of the Department.

7.17 The licensee shall ensure that the vehicle so parked in the premises in proper manner and the public way is clear.

7.18 The licencee shall also provide the electric fittings at the allotted site and in case the fitting go out of order, shall replace the same immediately at their own cost.

7.19 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.

7.20 No obnoxious trade shall be carried on in the premises.

7.21 Children below 18 years of age will not be employed under any circumstances.

7.22 No other activity than the Taxi service shall be allowed to be carried from allotted premises.

7.23 No servants of licensee should be allowed to reside at the allotted site at night.

7.24 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 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.

7.25 In case of any destruction/theft of the property of CTU by the licensee, 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.

7.26 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. 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.

7.27 The Licensee shall submit a passport size photograph along with specimen signatures and ID proof of himself and all his manpower deployed on allotted site. No unauthorized person to be deployed by him.

7.28 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.

7.29 The licencee shall ensure to maintain proper area of the Taxi Stand and will engage sufficient security personnel in proper uniform at the Taxi Stand at his own level and cost for maintaining the proper parking of vehicles parked at the Taxi Stand in proper manner and to clear the way for public. In case of failure to do so, the penalty for each notice shall the imposed upon the licensee by the licensor.

7.30 The licensee shall deliver the vacant possession of the premises to the Director Transport, UT., Chandigarh on the expiry or termination of the license.

7.31 The premises of Taxi Stand 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.

7.32 The licensor reserves the right to impose the penalty/fine on breach of any of the terms and conditions of the license up to a maximum amount of **Rs.10,000/-** for each notice/ per case**.**

8 EXIT CLAUSE/TERMINATION CLAUSE

8.1 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 30 days clear notice and grant the license to other party at the risk of licensee.

8.2 The licensor shall be at liberty to terminate the license by giving 30 days clear notice in writing to that effect.

8.3 The licensee may terminate the license deed by giving 90 days clear notice in writing. However, the licencee shall continue to provide services as here to before till alternative arrangement is made by the licensor.

8.4 On the termination of the license in violation of Clauses of the terms and conditions, 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.

8.5 On the termination of license under any of terms and conditions of the licence:-

i) The Licensee will deliver the vacant possession of the parking site in its original state to the licensor, failing which the site/premises 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.

9. FORCE MAJEURE

9.1 For purposes of this contract, Force Majeure means an event beyond the control of the parties to the contract and not involving either party's fault or negligence and not foreseeable.

9.2 If, at any time during the existence of the contract, either party is unable to perform in whole or in part any obligation under this contract because of an event rendering performance of obligations impossible which include acts of God, lockdown due to pandemic of disease/ virus, war, revolutions, hostility, civil commotions, strikes, floods, earthquake, epidemics, quarantine restrictions, freight embargoes or explosions, then the date of fulfillment of contract or period of contract shall be postponed during the period when such circumstances are operative.

9.3 The party which is unable to perform its obligations under the present contract shall, within seven (07) days of occurrence of the Force Majeure event, inform the other party with suitable documentary evidence. Non-availability of any component etc. or any price escalation or change in any duty, tax, levy, charge etc. shall not be an excuse for the Contractor/Bidder for not performing his obligations under this clause/contract.

9.4 Any waiver/extension of time in respect of the possession of premises or commissioning of business at premises/site or waive off or decrease the rent of any premises, the Director Transport reserves the right to decrease/ waive off the rent of premises and penalty in the case for delay in paying rent upon the satisfactory reasons covered under clauses of Force Majeure.

9.5 If such inability on account of force majeure to perform continues for a period of more than six months, each party shall have the right to be released from further performance of the contract, in which case, neither party shall have the right to claim damages from the other. All prior performance shall be subject to contract terms.

9.6 The Contractor/Bidder shall not be liable for forfeiture of his performance security, pre-estimated liquidated damages or termination if and to the extent that delay in performance or other failure to perform its obligations under the contract is the result of Force Majeure.

10. SETTLEMENT OF DISPUTE AND ARBITRATION-

10.1 Amicable Resolution

(a) Save where expressly stated otherwise in this Contract, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Contract between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably by the Parties and failing such the same shall be resolved in accordance with the procedure set forth in sub-clause (b) below.

(b) Either Party may require the Dispute to be referred to Transport Secretary, Union Territory, Chandigarh for amicable settlement. Upon such reference, both the Parties and the Transport Secretary or his nominee (who can be an employee of Chandigarh UT dealing with the Contract or otherwise) shall meet at the earliest mutual convenient and in any event within 15 (fifteen) days of such meeting, either Party may refer the Dispute to arbitration in accordance with the provisions given below.

10.2 Arbitration-

(a) Any Dispute which is not resolved amicably, as provided, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be by a committee of 3 (three) arbitrators chosen from a panel of arbitrators on the list of arbitrators available with or furnished by Union Territory, Chandigarh, 1 (One) arbitrator is to be chosen by each Party and the third, who shall be the Chairman will be the Transport Secretary, Chandigarh Administration, Chandigarh. If either Party fails to choose its arbitrator, the other Party shall take steps in accordance with Arbitration and Conciliation Act, 1996.

(b) Place of Arbitration

The place of arbitration shall be Chandigarh only.

(c) Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

(d) Procedure

The procedure to be followed in the arbitration by the Arbitral Tribunal shall be in accordance with the Arbitration & Conciliation Act, 1996 and as may be decided by the Arbitral Tribunal.

(e) Enforcement of Award

Any decision or award resulting from arbitration shall be final and binding upon the Parties. The parties hereto hereby waive, to the extent permitted by Law, any rights to appeal or to review of such award by any Court or

Tribunal. The Parties here to agree that the arbitral award may be enforced against the Parties to the arbitration proceedings or their assets wherever they may be found and that a judgment upon the arbitral award may be entered in any Court having jurisdiction thereof.

(f) Fees and Expenses

The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid by respective parties equally subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the prevailing party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by the said party.

(g) Performance during Arbitration

Pending the submission of and/ or decision on a dispute difference or claim or until the arbitral award is published the parties shall continue to perform all of their obligations under this Contract without prejudice to a final adjustment in accordance with such award.

11. <u>JURISDICTION</u>

Any dispute or difference or claim etc, shall be subject to the exclusive jurisdiction of the courts situated at Chandigarh only. No other court shall have the jurisdiction to entertain or try any matter concerning this supply/tender.

-sd/-
Divisional Manager CTU &
Director Transport,
U.T., Chandigarh.

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 undertakes 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 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. _____