

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. 3,10,000/- 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. 4,29,224/-, in the **Electronic Formats only**.

CHECK LIST DULY FILLED IN TO BE ATTACHED WITH THE TENDER

1.	Name of the Individual/firms/Companies/Location of its office with complete address both residential and permanent alongwith documentary proof and Telephone/Email/Fax Nos. given or not ?	Yes/No
2.	Whether the Bid Guarantee (Earnest Money Deposit) of requisite amount of Rs. 3,10,000/- 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 has been attached or not ?	Yes/No
3.	Whether the Terms and conditions duly signed/Technical bid has been attached and Price Bid quoted in Electronic Format or not?	Yes/No
4.	Whether 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 has been attached or not ?	Yes/No
5.	Whether copy of experience certificate has been attached or not.	Yes/No
6.	Whether attested copy of valid Income Tax Clearance Certificate for last two years issued by the competent authority in r/o tenderer has been attached or not ?	Yes/No
7.	Whether attested copy of valid PAN/TAN No. issued by the Competent Authority in respect of the tenderer has been attached or not ?	Yes/No
8.	Any other relevant information.	Yes/No

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)**

**e-TENDER NOTICE
(FOR PARKING SITE FOR FOUR WHEELERS AT ISBT – 43)**

Chandigarh Transport Undertaking (CTU) invites e-tenders (on-line tenders) from the individuals/Companies/firms etc for the allotment of Parking Site for four wheelers 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 10% 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 along with the scanned copies of the required documents and EMD of the requisite amount. 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 **21.08.2017 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 **21.08.2017 upto 14.00 hours**. The tenders shall be opened **on the same day at 15.30 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 pre-bid meeting with the prospective bidders will be held on **16.08.2017** at 11.30 AM, for the purpose of inspection of map of the parking site and for clarification, if any. The bidder can also inspect the site during the pre-bid meeting.
5. 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.
6. 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 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.



CHANDIGARH TRANSPORT UNDERTAKING
O/o Director Transport UT, Chandigarh,
Plot No. 701, Industrial Area Phase-1, Chandigarh.

**e-TENDER FOR THE ALLOTMENT OF PARKING SITE FOR
FOUR WHEELERS AT ISBT, SECTOR 43, CHANDIGARH
ON LICENCE BASIS**

7205- 2017

Director Transport, UT
Chandigarh Transport Undertaking,
Plot No. 701, Industrial Area Phase-1,
Chandigarh
Tel No: 0172-2679002
E-mail: ctu-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 PARKING SITE AT ISBT, SECTOR 43, CHANDIGARH ON LICENCE BASIS

Size of parking site	No. of vehicles that can be parked
128 x 52 = 6656 Sq.Ft. 128 x 52 = 6656 Sq.Ft 128 x 52 = 6656 Sq.Ft 128 x 140 = 17920 Sq.Ft 100 x 141 = 14100 Sq.Ft 320 x 60 = 19200 Sq.Ft Total 71188 Sq. Ft	239 Approximately

Time Schedule for the bids:

Bid Reference	:	Dated: 7205/2017
Date of commencement of downloading of bid document	:	31.07.2017 at 10.00 am onwards
Pre-bid meeting	:	16.08.2017 at 11:30 am
Last date and time for bid submission/uploading of bid in e-procurement platform /ONLINE http://etenders.chd.nic.in	:	21.08.2017 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 21.08.2017 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)	:	<u>Sh.Suresh Kumar, AC(F&A), CTU</u> (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 for four wheelers. The allotment of parking site 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 on any Scheduled/Commercial Banks at Chandigarh in favour of Director Transport, UT, Chandigarh, Plot No. 701, Industrial Area, Phase I, Chandigarh. 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 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.
- 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 H1 and to consider offering the allotment of the site at the rate quoted by the highest bidder.

1.3 The Reserve License fee is fixed at Rs. 4,29,224/- 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 Govt./Undertaking/Corporation parking sites in the same field should participate in the tender. The proof of experience certificate 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 have minimum annual turnover of Rs 30.00 lakh for last 2 years duly certified by the Chartered Accountant, for the financial years of 2015-16 and 2016-17. The bidder should submit Income Tax returns and Audited Balance Sheets duly signed for the relevant two financial years.

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. **PRE-BID CONFERENCE**

- 5.1 A pre-bid conference will be held on 16.08.2017 at 11.30 hours, in the office of Director Transport, UT, Chandigarh with the prospective bidders, for the purpose of providing clarifications by the CTU. The queries, if any, from the Bidders in respect of RFP document should reach the CTU before dated 16.08.2017 up to 16.00 hours from the date & time of the pre-bid conference.
- 5.2 Any verbal suggestion / proposal of amendments in the RFP - document made during the pre -bid conference should also be given in writing to the CTU by 16.08.2017 up to 16.00 hours to keep the same in record and reference without which CTU will not be liable to entertain the same.
- 5.3 After incorporating the amendments acceptable to the CTU, the RFP - Document shall be frozen by 16.08.2017 at 16.00 hours. The addendum to the RFP - Document may be downloaded from the website of the CTU.

6. **PERFORMANCE SECURITY:**

The successful bidder will have to deposit security amount at the time of execution of the agreement/licence deed of Parking sites **@ 5% of the total license fee for first year within 15 days along with agreement/license deed papers and a fresh security amount @ 5% 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 only payable at Chandigarh duly pledged (including interest) in favour of Director Transport, U.T. Chandigarh with validity of 39 (Thirty Nine) months starting from the period of award of contract. 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 he hands over the vacant possession of the premises to the Director Transport, U.T., Chandigarh on the expiry of the licence period. In case of successful bidders backs out, his/her earnest money shall be forfeited and the bidder will be blacklisted for any future contract. The licensee/bidder have to pay stamp duty, if leviable as per rules.

7. **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 10% of the immediately preceding monthly license fee during the initial period of contract and extended period of contract.

8. **TERMS AND CONDITIONS OF THE CONTRACT:-**

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 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 licensee at his own cost. Licensee will also pay the water charges as fixed by the Director Transport, UT., Chandigarh 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 as well as from CTU in respect of payment of electricity bills of the premises.
- 8.5 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.
- 8.6 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 VAT, 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. 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.
- 8.7 The licensee shall not make any addition or alternation in the premises without the consent/approval of the Director Transport, U.T., Chandigarh.
- 8.8 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.
- 8.9 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.
- 8.10 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.
- 8.11 The licensee shall display the list of rates of parking as approved by the department at entry gate as well as exit point in such form and manner as per the satisfaction of licensor and the licensee shall allowed to issue slips at the entry point to the customer. The rates of parking will be fixed as below and should not be charged above the fixed rates:

The fixed rates of parking are as under:

Sr. No.	Items	Duration Time	Rate fixed for parking
1.	Four Wheelers	Up to 2 hrs. 2 to 6 hrs 6 to 24 hrs	Rs. 10/- Rs. 15/- Rs. 20/-

- 8.12 The overcharging shall lead to invoking of penalty clause and repeated incidence of overcharging may lead to cancellation the contract also.
- 8.13 The licensee shall allowed to issue slips at entry point for Parking site. However, the licensee should ensure that all the vehicles should be parked at allotted/earmarked spaces only.
- 8.14 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.
- 8.15 In case of Car parking, the successful bidder should exempt the Government/CTU Staff vehicles (to be authenticated by CTU) from parking fees.
- 8.16 The licensee shall provide the TOW VAN at his own for removing the vehicle from the public way as well as NO PARKING ZONE area at the ISBTs as fixed by the department.
- 8.17 The licensee shall mark (Proper Line Marking with Paint, Installation of Road delineator) all the places i.e. area of parking sites to be allotted as per the plan after the allotment of site.
- 8.18 The licensee must construct one pre-fabricated structure (6 ft. x 8 ft.) at the entry gate point for its own use.
- 8.19 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.
- 8.20 The licensee must install the automated boom barrier machines for the proper issue of slips at the entry and exit points.
- 8.21 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.
- 8.22 The licensee shall ensure good behaviour of his employees with the public.
- 8.23 The licensee shall ensure that the public should not face any problem to park their vehicles in the parking site.
- 8.24 The licensee shall ensure that the vehicle so parked in the premises in proper manner and the public way is clear. He shall depute necessary manpower inside the parking Area for this purpose.
- 8.25 The licensee 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.
- 8.26 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.
- 8.27 No obnoxious trade shall be carried on in the premises.
- 8.28 Children below 18 years of age will not be employed under any circumstances.
- 8.29 No other activity than the parking of vehicle shall be allowed to be carried from allotted premises.
- 8.30 No servants of licensee should be allowed to reside at the allotted site at night.

- 8.31 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.
- 8.32 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.
- 8.33 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.
- 8.34 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.
- 8.35 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.
- 8.36 The licensee shall ensure to maintain proper parking in the parking area/sites and will engage sufficient security personnel in proper uniform at the parking site at his own level for maintaining the proper parking of vehicles parked in the site in proper manner and to clear the way for public. In case of failure to do so, the penalty for each notice shall be imposed upon the licensee by the licensor.
- 8.37 The licensee shall deliver the vacant possession of the premises to the Director Transport, UT., Chandigarh on the expiry or termination of the license.
- 8.38 The premises/parking sites 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.
- 8.39 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.20,000/-.

9 EXIT CLAUSE/TERMINATION CLAUSE

- 9.1 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.
- 9.2 The licensor shall be at liberty to terminate the license by giving 30 days clear notice in writing to that effect.
- 9.3 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.
- 9.4 On the termination of the license in accordance with 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.
- 9.5 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.

10 **ARBITRATION**

10.1 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.

10.2 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. After that, if any dispute, the jurisdictions of the Hon'ble Court of Law will be at Chandigarh only.

11 **JURISDICTION**

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 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 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. _____