

**Annexure-A****Tender Notice**

(For allotment/ licensing of shops in Punjab Engineering College, Sec-12, Chandigarh)

Memo No. PEC/EO/

Dated:

E- Tenders are invited from the interested parties for allotment/ licensing of the following shops in PEC Shopping Complex, Sector-12, Chandigarh.

<b>Sr. No.</b>	<b>Shop No.</b>	<b>Trade Permitted</b>	<b>Minimum reserved rent in Rs.</b>	<b>EMD in Rs.</b>	<b>Area of Shop</b>
1.	104	Barber, Parlour	26,648/-	10,000/-	15' x 7'-6"
2.	105	Confectionary	26,648/-	10,000/-	15' x 7'-6"
3.	106	Chemist	26,648/-	10,000/-	15' x 7'-6"
4.	108	Stationery, gift shop, Book Shop and Photostat	26,648/-	10,000/-	15' x 7'-6"
5.	109	Open/ General Trade	26,648/-	10,000/-	15' x 7'-6"
6.	111	Fast Food, tea- coffee shop	26,648/-	10,000/-	15' x 7'-6"
7.	112	Open/ General Trade	26,648/-	10,000/-	15' x 7'-6"
8.	113	Fast Food	26,648/-	10,000/-	15' x 7'-6"
9.	114	Open/ General Trade	26,648/-	10,000/-	15' x 7'-6"
10.	115	Fast Food	26,648/-	10,000/-	15' x 7'-6"
11.	116	Confectionary and all milk products	26,648/-	10,000/-	15' x 7'-6"
12.	118	Open/ General Trade	26,648/-	10,000/-	15' x 7'-6"
13.	220	Open/ General Trade	26,881/-	10,000/-	15' x 7'-6"
14.	221	Juice Bar, Fruit & Vegetables	26,881/-	10,000/-	15' x 7'-6"
15.	222-223	Dry cleaning	53,761/-	20,000/-	2 Shops of 15' x 7'-6" each
16.	224	Sweet Shop and Restaurant	26,881/-	10,000/-	15' x 7'-6"
17.	225	Cable T.V.	26,881/-	10,000/-	15' x 7'-6"
18.	226-227	Karina Grocery & General store	53,761/-	20,000/-	2 Shops of 15' x 7'-6" each
19.	229	Electronics, electrical goods, mobile repair	26,881/-	10,000/-	15' x 7'-6"
20.	230	Open/ General Trade	26,881/-	10,000/-	15' x 7'-6"
21.	231	Stationery, gift shop, Book Shop and Photostat	26,881/-	10,000/-	15' x 7'-6"
22.	232	Open/ General Trade	26,881/-	10,000/-	15' x 7'-6"
23.	233	Open/ General Trade	26,881/-	10,000/-	15' x 7'-6"
24.	238	Scooter, Motor Cycle Repair	26,881/-	10,000/-	15' x 7'-6"

The offer must be submitted online on tendering portal <https://etenders.chd.nic.in/> on or before 22.05.2023 upto 5:00 p.m. The tenders shall be opened at 11:00 a.m. on the 23<sup>rd</sup> May 2023 and intimation regarding opening of financial bids will be given separately.

Endst. NO. PEC/EO/

Copy of the above is forwarded to the following:

1. Notice Board
2. Webmaster, for uploading on institute website

Estate Officer

Dated

Estate Officer

## E-TENDER DOCUMENT

**IMPORTANT INSTRUCTIONS**

1. All the instructions contained in the e-Tender Form are important and required to be complied with.
2. Please ensure that Technical Bid, Price Bid should be submitted online through e-tender portal (etenders.chd.nic.in) on or before the last date & time of receipt of e-tender. **The original Earnest Money Deposit (EMD) is required to be deposited in a sealed cover in the Estate Office, PEC well before the last date and time of receipt of tender and copy of the same shall be uploaded alongwith the technical bid on tendering portal.**
3. **Bidder applying for more than one shop shall have to deposit the EMD separately for each shop.**
4. **The technical bids will be opened for scrutiny of only those bidders who have deposited the original EMD with in the stipulated date and time. Other bids will be straightway rejected. No claim in this regard shall be entertained after the due date.**
4. The Earnest Money Deposit is acceptable in the form of Demand Draft/ Fixed Deposit Receipt/ Bank Guarantee from any of the scheduled Bank with its validity for six months, drawn in favour of Director Punjab Engineering College Chandigarh, payable at Chandigarh. The Earnest Money in any other form is not acceptable and the tender shall be rejected straightway.

**CHECK LIST DULY FILLED IN TO BE ATTACHED WITH THE TENDER**

- |    |   |          |
|----|---|----------|
| 1. | Whether the original Earnest Money Deposit (EMD) for an amount of ` -----/- has been deposited in a sealed cover in physical form in the Estate Office, PEC well before the last date & time of receipt of tender                                   | Yes / No |
| 2. | Whether the Technical bid, Price bid and copy of EMD have been submitted online?  | Yes / No |
| 3. | Whether an affidavit on the Non-judicial stamp paper, duly attested by the Executive Magistrate/ Notary, regarding non-black listing/non-prosecution of firm has been submitted online?   | Yes / No |
| 4. | Whether each page of the e-tender document and other enclosures as well as cutting(s)/ overwriting(s) have been signed/initialed by the tenderer and also the forwarding letter duly signed by the authorized signatory, has been submitted online? | Yes / No |
| 5. | Whether PAN No. issued by competent authority has been submitted online?  | Yes / No |
| 6. | Whether a copy of the constitution/ partnership deed of firm, if applicable, duly registered with Registrar Firms has been submitted online?  | Yes / No |
| 7. | Whether the self attested copy of residence proof and aadhar card are attached  | Yes / No |

**Note:** Non compliance of any of the above conditions will render the offer/ tender to be rejected out-rightly and Price bid of the firm will not be opened

Place: \_\_\_\_\_ Signature of Tenderer \_\_\_\_\_

Dated: \_\_\_\_\_ Full Name of the Tenderer \_\_\_\_\_

Address \_\_\_\_\_

Contact No.

## Annexure- C

### Affidavit for non-blacklisting and competency to be submitted alongwith the technical bid

I/ We \_\_\_\_\_ / Partner/ Sole Proprietor of the firm \_\_\_\_\_ do solemnly affirm and declare as hereunder:

1. That the individual/ firm/ company is not black listed/ prosecuted nor any criminal case is registered/ pending in India by any Central/ State Governments/ Union Territories/ Departments/ Offices/ Statutory Bodies/ Autonomous Organizations/ Research Institutions or by any court of law and any partner or share holder thereof is not directly or indirectly connected with or has any subsisting interest in business of my/ our firm.
2. That at present I/ We do not have any shop allotted to us or being operated by us in PEC shopping complex.
3. That I have gone through the tender document for allotment/ licensing of shops in PEC, Chandigarh. The terms and conditions of allotment/ license with regard to the allotment/ licensing of shops and other instructions as mentioned in the tender document are acceptable to me/ us. I/ We will abide by all the terms and conditions of allotment/ license.

Place:

Dated:

Deponent

### Verification

Verified that the contents of the above affidavit are true and correct to the best of my/ our knowledge and belief. No part of it is false and nothing has been concealed therein.

Place:

Dated:

Deponent

**Note:** The above affidavit is to be furnished on a non-judicial stamp paper of Rs.10/- duly attested by the Notary/ Executive Magistrate (Note more than 02 months old)

**(This letter alongwith Earnest Money Deposit be submitted in the envelope)**

From : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

To:

The Director PEC  
Sector-12, Chandigarh

Subject: E-Tender for licensing out of Shop No. \_\_\_\_\_ for the trade of  
\_\_\_\_\_ at PEC Chandigarh.

Sir,

Please find enclosed herewith Earnest Money Deposit (EMD) of  
**Rs.** \_\_\_\_\_/- in shape of \_\_\_\_\_ no.  
\_\_\_\_\_ dated \_\_\_\_\_ issued by  
\_\_\_\_\_ (Bank Name) on drawn in favour of  
the Director Punjab Engineering College, Chandigarh

The terms and conditions mentioned in the e-tender documents are acceptable  
to me/us.

Thanking you,

Yours faithfully,

(SIGNATURE)

with full address with contact no.

EMD Enclosed

**PUNJAB ENGINEERING COLLEGE CHANDIGARH.**

**E-TENDER FOR LICENSING OF SHOPS.**

**INSTRUCTIONS/ GUIDELINES TO THE TENDERERS.**

1. A copy of e-Tender Notice is at **Annexure-'A'**.
2. The important instructions and Check list are at **Annexure-'B'**.
3. A Specimen of an Affidavit regarding Non-Black listing is at **Annexure-'C'**.
4. A copy of forwarding letter of EMD in favour of the Director Punjab Engineering College, Chandigarh to be submitted in physical form is at **Annexure 'D'**.
5. **Price should be quoted only in Online Performa.**
6. Each page of the e-tender document up-loaded should be signed in full by the tenderer(s) and should bear the rubber stamp/seal of the firm affixed/ scanned, if applicable, on each page. Any cutting(s)/overwriting(s) etc. should also be initialed. In case of any infringement of these conditions, the tender is liable to be rejected.
7. The tenderer should submit his/ her e-tender online in three parts i.e. **(i) Bid Guarantee (Earnest Money) (ii) Technical Bid (iii) Price Bid.**
8. The above documents (soft copy) should be submitted online through e-tender portal (etenders.chd.nic.in).
9. **The Tenderer should keep his/her offer valid for acceptance for a period of six month** from the date of opening the Price Bid. (In case, the Tenderer is unable to keep his/her offer open for the above said period, his/her tender shall be treated as invalid.)
10. Any conditional, telegraphic tenders, fax tenders, tenders without earnest money, and not in the prescribed form or in any deviation from the terms and conditions of the tender notice shall not be entertained and rejected out rightly.
11. No Tenderer shall be exempted from furnishing the Earnest Money Deposit (EMD) under any circumstances.
12. The Contract shall be awarded initially for a period of 05 year. After completion of five years competent authority reserves the right to extend the allotment on year to year basis till the fresh allotment. with the condition that the licence fee will be increased by 5% on completion of every year.
13. The last date and time for submission of Tender online is **22.05.2023 by 05.00 PM**. The tenderer will be responsible to ensure that his/her EMD is received on or before the said last date and time. Any e-tender/EMD, which is submitted online/received after the last date and time, shall not be considered under any circumstances. PEC shall not be responsible for any postal delay or any other cause that may lead to delay in the receipt of the EMD at the address as mentioned beyond the last date and time
14. The e-Tender shall be opened on **23.05.2023 at 11:00 A.M**. In the event of the date of receipt or opening of tender being declared a holiday for the institute the last date of receipt/opening of the tender shall be the next working day at the same time and venue. The Price Bid shall be opened only in respect of those individual/ firms, who technically qualify.
15. The tenderer(s) shall be at liberty to be present, in person or through their authorized representative(s) at the time of opening of the tender as specified in the Tender Notice. In case the authorized representatives are to be present, they must furnish the authority letter from the tenderer, on whose behalf they are representing otherwise they will not be allowed to participate in the process of opening of tender.
16. Subletting is not allowed under any circumstances.

Signature of Tenderer

## **E-Tender for allotment/ licensing of shops in PEC Shopping Complex**

### **Important Instructions/ Guidelines for the bidders**

1. The shops are being allotted/ licensed on 'as is where is' basis.
2. EMD of unsuccessful bidder will be refunded after the allotment of the shop in subject.
3. Any attempt direct or indirect to cast influence, negotiation on the part of the bidder with the officials/ authorities to whom he/ she will submit the tender or the tender accepting official/ authority before the finalization of the bids will render the bidder liable for exclusion from consideration.
4. The competent authority reserves all rights to reject any or all the bids without assigning any reason.
5. The bidder(s) applying for a shop for the trade mentioned therein should be duly competent to undertake such a trade under relevant provisions of law. In case the bidder is found ineligible under any provision of law his/ her allotment/ license is liable to be cancelled/ terminated as per terms of the allotment/ license and in that case his/ her EMD shall be forfeited.
6. The tender will be awarded to the highest bidder. In case of tie in highest bid, methodology for selection of final bidder will be exercised as per Chandigarh Administration letter no. 4563, dated 03.04.2018.
7. EMD will be returned to the successful bidder only after the submission of security amount i.e. equivalent of three months of rent plus taxes as applicable.
8. Possession of the shop will be given to the successful bidder only after the receipt of security amount.
9. **No adjacent shops will be allotted to one bidder.**
10. If the bidder, whose bid has been found to be the highest evaluated bid withdraws or whose bid has been accepted, fails to sign the contract or otherwise withdraws from the tendering process, the institute shall go for re-tender (As per OM dated 21.04.2022 of GOI)

## Terms and Conditions for Allotment of shops in PEC Shopping Complex

### **A. Terms**

- (a) 'Allotment/ License' means: The document/ letter containing terms and conditions for running of the said shop in the shopping complex of PEC and carrying out the said activity.
- (b) 'Licensor' means: Director PEC or his nominee.
- (c) 'Allottee/ Licensee" means: The person, firm or company to whom the allotment is being made/ license is being granted for running of the said business activity in the said shop in PEC.
- (d) 'Normal License Fee means: Monthly sum of money payable by the Allottee/ Licensee in accordance with the conditions of the Allotment/ License for running the said shop for carrying out the above mentioned business activity during the period of Allotment/ License.
- (e) 'Shop/ Premises' means: The place/ room or building which may be earmarked and handed over to the Allottee/ Licensee for carrying out the above mentioned business activity.

### **B. Conditions**

#### **1. License fee and increase thereof/ Payment terms**

- (a) The normal license fee @ Rs. \_\_\_\_\_ per month shall be levied from the Allottee/ Licensee. This excludes electricity and water charges, taxes and others levies, if any.
- (b) The license fee shall be increased by 5 % on completion of each year. The increase shall be worked out on the license fee last payable.
- (c) The Allottee/ Licensee shall pay (in advance) monthly license fee plus Taxes as applicable before 10<sup>th</sup> day of every month.
- (d) The payment of license fee shall be made in the form of a demand draft/ Bankers Cheque in favour of Director PEC in the PEC Estate Office on or before 10<sup>th</sup> day of every month for the following month, or directly deposit in the institute account (SBI) and submit the receipt in the Estate Office on or before 10<sup>th</sup> of every month, failing which a penalty @ Rs. 100/- per day shall be imposed. The penalty may be deposited with the institute cashier and a copy of the receipt is to be deposited along with the late submission of the draft.

#### **2. Period of Allotment/ License**

The allotment would be made for a period of 5 years w.e.f. \_\_\_\_\_ to \_\_\_\_\_. After completion of 5 years, the competent authority reserves the right to extend the allotment on year to year basis till the fresh allotments.

#### **3. Pledged FDR as security**

In addition to the above, the Allottee/ Licensee will deposit a Fixed Deposit (FDR) with cumulative interest clause, pledged in favor of Director, PEC Chandigarh issued by any local nationalized bank, of an amount equal to 3 months license fee plus applicable taxes/ levies if any (rounded to the nearest one thousand), as security, which shall remain valid till 60 days after the expiry of allotment/ license or delivery of the vacant possession of the premises whichever is later. Non submission of Pledged FDR within 10 days of issue of allotment order shall be attracting penalty of Rs.500/- per day and if the delay is more than 15 days the allotment/ license is liable to be cancelled. And in that case Earnest Money Deposit (EMD) or the existing security, as the case may be, will be forfeited.

In the event of breach or non-observance of any of the terms and conditions of this allotment/ license, the Director may forfeit the pledged FDR in full by encashing the same.



**4. Possession**

The Allottee/ Licensee shall take the possession of the shop within 15 days from the date of issue of allotment/ grant of license after submission of security and other documents. Failure to occupy the shop within the stipulated time of 15 days, as above, and further to make the shop fully operational within the next 15 days may result in forfeiture of security and cancellation of the allotment/ license.

**5. Payment of Taxes**

The Allottee/ Licensee shall be liable to pay all such fees or taxes as may be levied by the Chandigarh Administration/ Govt. of India or any other authority in respect of the premises, as per law of land from time to time. The Allottee/ Licensee would be required to deposit **GST**, as per prevailing rates along with the monthly agreed license fee.

**6. Payment of electricity, water**

If desired, the Allottee/ Licensee shall get an electricity, water for the shop in his/ her own name. Further, the Allottee/ Licensee shall regularly pay his/ her electricity, water bills to the concerned authorities well in time. The Allottee/ Licensee shall also pay arrears, if any, before vacating the said shop on the cancellation/ termination of allotment/ license or resumption of the shop. It shall be lawful for the Licensor to order adjustment of arrears, of any dues outstanding against the Allottee/ Licensee, from the amount of the security as reported by the concerned authority.

**7. Alteration/ amalgamation/ encroachment/ defacement of building**

The Allottee/ Licensee shall not make any addition or alteration/ defacement of any sort, in any part of the said building, without the prior permission in writing of the Director PEC, Chandigarh. The Allottee/ Licensee is not entitled to sub-divide the shop or to amalgamate it with any other shop. The Allottee/ Licensee shall not directly or indirectly sublet the shop to any other person/ firm in any manner. The area in front and back of the said building shall not be encroached upon and used or allowed to be encroached upon or used for any purpose other than a public passage. In case of violation of, the allotment may be cancelled & security will be forfeited.

The Allottee/ Licensee will not keep any display counter/ equipment/ chairs/ tables etc., in the 'Veranda' or open space in front of or around the shop failing which necessary action will be taken/ penalty may be imposed against the Allottee/ Licensee.

**8. Display of rates and working hours**

The Allottee/ Licensee shall, at his own cost, display rates of available items. He shall not charge in excess of the so displayed rates. The rates shall not be in excess of either the prevailing market rate or the MRP.

The days and hours during which the said business activity shall be carried out by the Allottee/ Licensee would be fixed by the Licensor from time to time and the Allottee/ Licensee shall be obliged to adhere to the same.

**9. Hygiene/ Sanitation in and around the shop**

The Allottee/ Licensee shall keep the premises in a clean and hygienic condition and shall pay for the cost of any damage thereto or to adjacent premises, caused by negligence or misuse of the premises. In case any area around the shop is found to be dirty and unhygienic, a fine of Rs. 500/- (rupees five hundred only) may be imposed on the allottee/ licensee for every such lapse on his part.

Monthly fee of Rs. 300/- will be charged extra for sanitation of shopping complex. Taxes as applicable shall be charged accordingly.

The Feeding of dogs/ animals in the shopping complex is strictly prohibited.

## 10. Special conditions

- (a) The shops will be allotted on 'as is where basis'. Maintenance of shops will be the sole responsibility of the Allottee/ Licensee. The Allottee/ Licensee will get whitewash/ paint done in the shop at his/ her own cost as and when required.
- (b) The legally prohibited items including cigarettes and other tobacco products, wine and other narcotics are not allowed to be sold in the shop. The Allottee/ Licensee shall also not permit anybody to consume these items in the shop. The specific cases beyond the control of the Allottee/ Licensee shall be immediately brought to the notice of the licensor or his nominee.
- (c) The Allottee/ Licensee shall not employ any child labor.
- (d) The Allottee/ Licensee will be fully responsible for implementation of Labour Laws/ shops & Establishment Legislation including minimum wages, ESI, EPF & Worker Compensation provisions, etc.
- (e) The Allottee/ Licensee would take at his own cost necessary fire and other type of insurance which may be required during operation of the shop in their own interest and to ensure safety and security of the public, self and the institute property. The Allottee/ Licensee agrees to indemnify the Director PEC against any loss or damage to the premises caused by any eventuality.
- (f) The Allottee/ Licensee, if applicable, would be required to take license from the competent authority under the prevention of Food Adulteration Act/ Section 31 of FSS (Licensing and Registration of Food Business) Regulations, 2011, by Food Safety and Standard Authority of India, rules within one month of taking over the possession and submit a copy of the same in the PEC Estate Office and display at appropriate place in the shop failing which the allotment/ license is liable to be cancelled.
- (g) Safety measures in the use of LPG:
- (i) The Allottee/ Licensee will not keep/ install LPG cylinder inside the shop. If required, the Allottee/ Licensee, at his own cost, may fabricate a manifold outside the shop and the supply of the LPG should be through pipeline only.
  - (ii) The Allottee/ Licensee should use only commercial LPG cylinders.
  - (iii) The Allottee/ Licensee must keep adequate number of fire extinguishers in the shop (in consultation with Estate Officer, PEC) within 15 days of taking over possession to ensure safety and security of the public, self and institute property.

## 11. Police Verification

The Allottee/ Licensee will ensure that the police verification of all the persons deployed by him in the allotted premises have been got done.

## 12. Delivery of vacant possession on expiry/ cancellation/ termination of Allotment/ License

On expiry/ cancellation/ termination of the allotment/ license, the Allottee/ Licensee shall remove temporary structures and fixtures, if any. The licensor will have absolute power to take possession of the scheduled shop and the Allottee/ Licensee will lose its right/ claim on its left out items and deliver the vacant possession of the said building (in its original shape and form) to the Director PEC, Chandigarh on the last day of expiry/ cancellation/ termination of allotment/ license. In the event of default, the shop will be brought to its original shape and form by the licensor and expenditure incurred thereon would be recovered from the Allottee/ Licensee from the security.

**13. Failure to vacate the shop on expiry/ cancellation/ termination of allotment/ license**

If the Allottee/ Licensee fails to vacate the shop on the expiry/ cancellation/ termination of allotment/ license, the licensor shall charge monthly license Fee @ 10 times the normal license fee up to 15 days, 20 times up to next 15 days, 30 times up to the next 30 days and 50 times thereafter. Subsequently, eviction proceedings, under Public Premises (Eviction of Unauthorized Occupants) Act, 1971 will be initiated against the allottee/ licensee for getting the shop vacated. However, during the eviction proceedings, a license fee @ 50 times the normal license fee shall be charged till the shop is legally got vacated.

**14. Compensation on account of closure**

The Allottee/ Licensee shall not be entitled to any compensation on account of the closures of the shop for any period if the same becomes necessary on account of demolition of the whole or part thereof in connection with its repair and maintenance. However, the Allottee/ Licensee shall not be liable to pay License Fee for the period for which the shop is closed for the above purpose. The shop will be restored to the Allottee/ Licensee immediately after the necessary repairs have been completed.

**15. Inspection of the shop**

The Licensor or his nominee, may at all reasonable times and in a reasonable manner, after reasonable notice in writing enter into and upon any part of the said building for the purpose of ascertaining that the Allottee/ Licensee is duly observing the conditions of this Allotment/ License.

**16. Violation of Discipline/ Conduct**

The Allottee/ Licensee is liable to pay a penalty @ Rs.5000/- or as decided by the committee constituted by the Licensor in case:

- (a) The Allottee/ Licensee or his employees are found selling the substandard material or misbehaving with the customers including faculty, students and staff of PEC.
- (b) The service rendered by the Allottee/ Licensee is found to be unsatisfactory or there is breach of any of the terms and conditions of the Allotment/ License or the Allottee/ Licensee is found to have engaged in any obnoxious trade.

Note: The above mentioned penalty can be increased from three to five times in case of repeated irregularities in this regard.

**17. Cancellation/ Termination of Allotment/ License**

The allotment/ license may be cancelled/ terminated by the Licensor or surrendered by the Allottee/ Licensee as the case may be, in the event of any of the following contingencies:

- (a) On the expiry of the allotment/ license period; Or
- (b) By giving one month's notice in writing in advance in case the service rendered by the Allottee/ Licensee is found to be unsatisfactory or there is breach of any of the terms and conditions of the Allotment/ License or the Allottee/ Licensee is found to have engaged in any obnoxious trade/ activity; Or
- (c) The Allottee/ Licensee is declared insolvent by a Court of Law. However, the Allottee/ Licensee shall in that case be given two months' notice for vacating the shop subject to the condition that during this period, the Allottee/ Licensee shall keep on discharging his duties as before; Or
- (d) A continuous report of misbehavior or otherwise selling of substandard material by the Allottee/ Licensee or his employees will render his allotment/ license liable to cancelled and he may also be blacklisted on this account; Or

- (e) In case the Allottee/ Licensee does not wish to carry on the business for which the allotment has been/ license has been granted or is found to be carrying on a trade/ business activity which is beyond the scope of his allotment/ license. However, three months' notice for this purpose is required to be given by the Licensor or the Allottee/ Licensee as the case may be; Or
- (f) Non-compliance of any of the terms and conditions of the Allotment/ License;

**18. Transfer of Liabilities**

The liabilities of the Allottee/ Licensee, in the event of his death/ infirmity or for any other reason or circumstances, shall be borne by the following on the same terms and conditions as being borne by the Allottee/ Licensee:

- (a) Legal heirs in case of sole proprietor. In case of dispute, the Licensor may ask for the succession certificate issued by the competent Court of law.
- (b) The next partners in the case of company/ firm.

Provided that the Licensor reserves the right to settle the matter according to the merits of the case.

In case of death of the allottee, the allotment of shop will not be transferred to any other legal heirs/ dependent/ other person. The possession of such shop shall be handed over to the institute within 03 months from the date of death of the allottee. However, the final decision in this regard shall be taken by the Director, Punjab Engineering College on case to case basis.

**19. Arbitration**

In the event of any dispute or differences arising out of or in any way touching or concerning this Allotment/ License, the matter whatsoever shall be referred to the sole Arbitrator i.e. Director, PEC, Chandigarh whose decision shall be final and binding on both the parties. The venue of arbitration shall be PEC Chandigarh.

Subject as aforesaid, the Arbitration and Conciliation Act, 1996 and the rules framed thereunder and any modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.

**20. Jurisdiction**

For the purpose of this Allotment/ License, the Estate Officer, U.T., Chandigarh only shall have the jurisdiction under the Public Premises (Eviction of Unauthorized Occupants) Act, 1971.

**21. Blacklisting**

The Director shall be the competent authority to black-list the Allottee/ Licensee. Ordinarily the black-listing may be done for a period not exceeding five years for the reasons as mentioned in clause 17 (d) and in all other cases of failure or default in the service being provided or breach of terms and conditions of the allotment/ license. However, before an order to the effect of black-listing is passed an opportunity of being heard in person shall be afforded to the Allottee/ Licensee. Further, the competent authority may also black list an Allottee/ Licensee for a period exceeding five years or in perpetuity if the gravity, magnitude or culpability of conduct requires stern action. An illustrative (not exhaustive) list of such acts is given below:

- (a) Dishonest/ fraudulent practices indulged in by the party concerned.
- (b) Basing his claims in the matter related to allotment/ license or running of his business activity on forged documents.
- (c) Material concealment/ suppression of facts or gross misrepresentation of facts.
- (d) Conviction for an offence involving corruption or any other serious act or conduct, etc.
- (e) Any other case or situation involving National Security.

- (f) Sale or supply of prohibited drugs, spurious or adulterated food stuff or any such item involving public health and safety.
- 22.** The bidder will give an undertaking that he has never been barred by Chandigarh Administration, PEC or any other establishment of Chandigarh. In case at a later stage, it is found that he has been barred by any of the above said bodies, then this contract will be cancelled & security will be forfeited.

Estate Officer,  
For Director  
Punjab Engineering College  
Chandigarh