

## **Municipal Corporation, Bathinda**

**Sub:- TERMS AND CONDITIONS OF OPERATION & MAINTENANCE OF PAID PARKING SITE of Mall Road & Multi Level Car Parking (MLCP)**

**The detail of Parking site, reserve price and other conditions reserve price is as under:**

1. **Period of license:** The period of license for Operation and maintenance of the parking sites under contract shall be 5 years only (Five years only). However, if the Licensee intends to seek an extension, he shall make a request to Commissioner Municipal Corporation, Bathinda in writing not later than 30 days prior to expiry of contract period. It shall be the exclusive right of Municipal Corporation, Bathinda to approve such extension and the extended period shall not be more than 2 years. The terms and condition of the contract during extension period shall remain same. However, such extension will be given after one time enhancement of 10% in the annual amount payable by the allottee.
2. **Participation in the bid:-**The eligible persons can participate in the E-bid subject to deposit of Rs. 5.00 lakhs as Earnest Money Deposit (EMD) through e-payment. All other bids i.e. without deposit of the said amount of EMD shall be considered as invalid and irresponsive and outrightly rejected.
3. **Documents necessary for bidding:** -The bidder along with his technical bid shall submit self-attested copy of document of EPF Number, GST Registration Number, PAN Number, Registration certificate under Labour Act, ESI registration Certificate, Income Tax Return of previous 3 years (2019-20 to 2021-22) and his affidavit duly Self attested that he/she/company/firm was not black-listed any time during the period of previous five years (2017-18 to 2021-22) and that Registration certificate under Labour Act shall be produced within 30 days, if the self-attested certificate under Labour Act is not readily available.
4. **Fiscal compliance:-**The Successful bidder shall comply to the following:-
  - The successful bidder shall submit his Letter of Acceptance within 7 days of issuance of Letter of Award (LOA) by the department. He shall deposit an Unconditional Performance Bank Guarantee (PBG) issued by any Nationalized Bank within 7 days of issuance of Letter of Award (LOA) issued by the department, amount equal to 25% the bid amount valid for a period of 63 months (5 years 3 months)

with Municipal Corporation Bathinda. However, if the period of License is extended beyond the initial period of license of Five years, the licensee shall be required to deposit another Performance Bank Guarantee for the extended period or may extend the same for the extended period.

- Shall execute a License deed within 7 days of Issuance of Letter of Award (LOA) in which all the Terms and Conditions of license shall be written on non- Judicial stamp paper of Rs 500/- only, which shall be purchased by licensee at his own cost. The original copy of license deed shall remain with the Municipal Corporation Bathinda and a copy thereof given to the Licensee. Failure to complete the above stated requirements within the stipulated period shall entitle the Municipal Corporation Bathinda to withdraw/ cancel/ revoke the letter of award of bid already issued to the successful bidder and simultaneously forfeit the total amount deposited by the successful bidder including the amount of EMD, PBG, installment amount etc. Further, in case of withdrawal/cancellation/revocation of the "Letter of award of bid" issued to the successful bidder for his default to fulfill the requirements of bid conditions, such bidder shall not be competent to participate in any e-bidding/ Auction/ auction of Municipal Corporation, Bathinda including the e-Auction/bidding process of paid parking site(s) for the period of next two years from the date of revocation/cancellation/withdrawal of the "Letter of award of bid".
- Shall deposit 1/6th amount of the bid amount as offered by bidder or of the amount as accepted after negotiations in the shape of bank draft drawn in favour of the Commissioner, Municipal Corporation, Bathinda or through E- Payment, within 72 hours of issuance of work order as first installment of payment of License fee and similarly shall be required to deposit the balance amount of bid amount in five equal installments **in the first week** of the 3rd, 5th, 7th, 9th and 11th month of the license period (if there is any bank holiday on 7<sup>th</sup> of Concerned Month, then License Fee deposit on the next working day will be permissible).
- The site shall be handed over to the successful bidder upon fulfilling all the above mentioned conditions.

5. **On line payment of parking fee** -The licensee shall install swipe machines i.e. E-POS at the entry of all the parking sites under consideration for cashless payment of the parking fee. Further, the bidder

shall tie up with reputed bank to install digital parking charges collection through FASTag at Multilevel Car Parking at Bathinda.

6. **Refund of EMD:-**The Earnest Money Deposited (EMD) of the successful bidder shall be refunded or adjusted in the first installment as per written request from licensee after execution of agreement. No interest will be paid for the same.
7. **Consequences of Late payment of Installment/license fee:-**The Licensee shall be liable to deposit the amount of installment(s) of License fee within stipulated period fixed as above, However, delay in deposit of any installment maximum up to period of fifteen days can be condoned on charging of interest @ 18% per annum on default amount. If the default period exceeds the prescribed limit of 15 days, the Municipal Corporation, Bathinda shall have absolute right to either cancel the license or recover the due amount along with the interest and penal interest as decided. Further, the Commissioner, Municipal Corporation, Bathinda has right to encash the Bank guarantee submitted by the licensee any time for recovery of the due amount from licensee.
8. **Infrastructure:-**The successful bidder shall arrange for the following Infrastructure for smooth operations and management of the paid parking site:
  - I. Shall Install clearly visible sign boards at appropriate place in the parking area indicating the name of the licensee, telephone number (s) of Licensee and rates of parking fees fixed for parking of Two wheelers-Scooter and Motor Cycles, Three wheelers (commercial) and car and other four wheelers in two languages i.e English and Punjabi as per requirement. Such display boards shall be installed with the approval of MCB.
  - II. Shall install adequate number of CCTV cameras to cover the parking area for road side parking including all entry and exit points thereof in consultation with Municipal Corporation Bathinda. A control room for such purpose shall be established in Multi Level Car Parking by the licensee. The data in the server of licensee shall also feed to M.C. Bathinda and SSP Bathinda office. Further, any requisition of recording if demanded by any law enforcement agency shall be promptly provided by licensee. The cost of such installation will be borne by Municipal Corporation Bathinda upon validation.
  - III. Kiosks (Booth) at the entry and exit point of the parking. If kiosk vesting in Municipal Corporation, Bathinda is already available at parking site, the Licensee can utilize the same and shall ensure its



maintenance and upkeep and shall hand over the same to M.C. Bathinda in good condition.

- IV. Providing of E-ticketing machine at every entry point / computer connected to central server.
- V. Shall provide Cones and chains for proper parking of the scooter and cars.
- VI. Install/erect Barricades to control the entry and exit of vehicles.
- VII. Digital signage at every entry point showing status of capacity, occupancy and vacant slots.
- VIII. For supply of electricity for any lighting arrangement, the Licensee shall obtain electricity connection from the PSPCL connection charges will be paid by the Municipal Corporation, Bathinda. Further, on expiry of the license period or in case of termination of license, the licensee shall be required to produce "**No due certificate**" from the PSPCL with regard to the electricity connection obtained by the Licensee. The user charges of electricity will be paid by the Licensee. If any dues are found payable, the same shall be recovered from the available PBG with MCB.
- IX. Shall properly maintain the existing Toilet/Bathroom neat and clean in the parking area at its own cost and shall ensure availability of looking glass, soap, towel and other sanitizers therein all the time.
- X. Shall keep the entire parking area neat and clean and arrange for regular sweeping and shall also be responsible for repair/ up keep thereof at his own cost. All consumables to be arranged by the licensee at his own cost.
- XI. On completion of the License period or anytime termination/ revocation of license, the licensee shall hand over the parking sites in good and workable condition to the Superintendent, Tehbazari or any other authorized person of MCB.
- XII. A separate space shall be earmarked within the parking site for parking of vehicles for physically challenged persons and women. No other user shall be allowed to park his/ their vehicle in the said parking area.

**9. Usage of premises:-**

- i. The licensed premises/sites shall be used only for parking of vehicles and no other usage i.e. placing of the chairs, bench, table, kiosk, advertisements or any other moveable or immovable structure including the carts and vans for eatery or any other purpose what so ever shall not be permissible in any manner.

- ii. The licensee shall ensure that no temporary/Permanent encroachment shall come up at the parking sites under contract.
- iii. The licensee shall not transfer or sublet the license to a third party directly or indirectly. In case of default on this account, the License is liable to be terminated and the total amount including towards advance payment if any forfeited without affording any opportunity and decision of Commissioner, Municipal Corporation, Bathinda will be final and binding.
- iv. The licensee shall write on a board of size 6'x4' at entry point to caution the user that it is entirely his/their responsibility to obtain the parking ticket and if any user fails to produce the parking ticket or loses it, such user shall be liable to pay penalty of Rs. 100/- only and the vehicle released to the user on production of Id/RC/DL to the satisfaction of the licensee.
- v. The Commissioner, M. C. Bathinda or any authorized officer/ official may enter upon the parking area at any reasonable time to inspect the premises for ascertaining that the licensee is duly observing terms and conditions of allotment.
- vi. Dormitory Room constructed below basement ramp of Multilevel Car Parking will not be available to the bidder in scope of this bid. Municipal Corporation Bathinda can/may use it any time in any way and will be liable to pay the electricity charges for the same.
- vii. **Advertisement Rights:-**

The contractor would have right to install 1 (one) Digital Advertisement Board measuring 200 sq.ft. maximum and 1 (one) Static Illuminated Advertisement Board measuring 200 sq.ft. maximum on the premises of MLCP in form of sign board, unipole etc. The location of such advertisement board shall be first approved by Commissioner, MC Bathinda. The contractor would not have to pay any advertisement tax on such advertisement boards and can accrue revenue on this account. However, Municipal Corporation, Bathinda reserve the right to install any other advertisement media on the remaining space at MLCP/Open parking at its own will.

The operator of canteen & rooftop restaurant shall have right to self-advertisement only and his right shall not be hindered by the parking contractor.

The contractor shall abide by the advertisement byelaws and in case of default, the advertisement rights will be forfeited.

10. **Smart Parking Solution:-**The contractor shall ensure the following:-

- a) All ticketing by electronic machine with real time data coming to central server which can be checked by MCB at its computer or mobile.
- b) No manual ticketing shall be allowed.
- c) CCTV coverage of parking area at each entry point of parking area with 100% recording at central server and feed to officials authorized by MCB. O&M of CCTV Cameras & to keep them operational is the responsibility of the bidder.
- d) Boom barriers are preferred if not mandatory.
- e) POS machines shall be used by the licensee to generate e-parking tickets & monthly passes and the parking charges can be transferred by the Licensee in his bank account.
- f) The licensee is bound to use the tickets of parking through E-ticketing method through e-POS machine only. In case the Licensee fails to issue the E-parking tickets through e-POS Machine, a penalty of Rs.1000/- per day up to a period of 15 days will be imposed upon him by the Municipal Corporation. However, if the Licensee fails to follow the said process even on expiry of 15 days period, the License shall be terminated/ revoked without any further notice by the Municipal Corporation Bathinda and the amount already deposited by the Licensee forfeited and that the licensee barred from participating in the E- Auction/bidding etc. process of MC Bathinda for a period of two years.
- g) The Licensee shall tie up with reputed bank to install digital parking charges collection through FASTag at Multilevel Car Parking at Bathinda.

11. **RATES OF PARKING FEE and liabilities of Licensee:-** The Licensee entitled to charge the following parking fee from users and these rates shall be applicable throughout the License period:-

Sr. No.	Type of Vehicle	Parking fee (inclusive all taxes) For 1st Two Hours	Parking fee(inclusive all taxes) For additional every hour i.e. in addition to the 1 <sup>st</sup>	Rate of Monthly Passes

			two hours parking Charges	
(a)	2 Wheelers (only for employees of canteen & rooftop restaurant)	Not allowed	Not allowed	150/-
Sr. No.	Type of Vehicle	Parking fee (inclusive all taxes) For 1st Hour	Parking fee(Inclusive all taxes) For additional every hour i.e. in addition to the 1 <sup>st</sup> two hours parking Charges	Rate of Monthly Passes
(a)	4 Wheelers in MLCP	Rs. 15/-	10/-	1200/- (passes only for nearby shopkeepers with prior approval of Commissioner, MC, Bathinda)
(b)	4 Wheelers parked on Mall road side Parking	Rs. 15/-	15/-	No pass allowed

- The rates of parking fee and number of parking spots maybe altered by MC Bathinda, however any such alteration which could involve increase/decrease of annual lease money for the remaining period, shall be done on pro-rata basis.
- **Condition for Passes: -**
  1. Minimum number of passes to be issued by the contractor/agency i.e. there shall be no refusal on part of the agency in case of pass demanded by any user subject to the minimum list as follows:



Bikes: 100 No.

Cars: 200 No.

2. In order to make efficient use of the parking spaces, no continuous stay more than 24 hours is allowed for pass holder vehicles. Overstay more than 72 Hour will invite tow away of the vehicle.
3. The passes are priced on monthly basis, however if a user can seek passes for a maximum continuous validity period of 6 months and have to get it renewed after expiry of validity of passes.
4. Arrangements shall be made by the agency to integrate the passes with digital payment infrastructure/FASTag in Multilevel Car Parking.
- o **Parking fee exemptions:** No parking fee shall be charged from emergency vehicles. No Parking Fee shall be charged from any official vehicle owned by any Central Government/State-Government /Municipal Corporation, Bathinda/ Powercom parked in the premises.
- o The Multilevel Car Parking shall be operational 24x7 for the convenience of pass holder vehicles however, road side parking hours are as mentioned in section 20.
- o Bicycles shall be parked free of any charges/fee.

12. **Manpower Deployed: -**

- a) The licensee shall be solely liable for all consequences arising from unlawful and unauthorized acts committed by the Licensee and his workers.
- b) Details of all the manpower deployed by the licensee must be submitted to Municipal Corporation, Bathinda. Any addition/deletion in staff shall be reported promptly.
- c) The licensee shall arrange for security guards & Supervisors round the clock for security of the parking area & vehicles parked therein and it shall be sole responsibility of the Licensee to safeguard the property and the vehicles otherwise of all users and he shall be solely responsible to make good the loss, if any.
- d) The maintenance of all electrical equipment/computer etc provided in Parking area by the Licensee shall be the sole responsibility of the licensee.
- e) The licensee shall depute adequate work force for smooth operation of Parking site as taken in the expenditure sheet.
- f) Stationery for generation of parking tickets shall be arranged by the Licensee at his own cost.
- g) The Licensee will provide complete uniform to his staff at his own cost.



- h) The Licensee will provide Name Tag/I-Card to his staff at his own cost.
- i) The Licensee will supply the complete detail along with Mobile Number and address of the work force employed by him to the Municipal Corporation Bathinda, within 7 days of execution of the License agreement. However, if any worker is changed during the license period, the intimation thereof along with detail of changed worker shall be given to Superintendent Tehbazari within 3 days.
- j) The contractor timely instruct his staff to behave with general public cordially and co-operatively.

### 13. Towing Rights:-

- i. Licensee is bound to depute 4 tow vans for towing any violating vehicle from their allotted area and to park the towed vehicles at Multilevel Car Parking. A fee of Rs. 250 will be charged from Bikes/2 Wheelers and Rs. 800/- can be charged from Cars/4 wheelers. Out of this fee collected, the Licensee will pay an amount of Rs. 100/- from every 2 wheeler and Rs. 300/- for every 4 Wheeler to Municipal Corporation Bathinda. The receipts for towed vehicles will be generated through e-POS machines and the data will be shared to Municipal Corporation Bathinda daily.
  - ii. The cost of Tow vans will be borne by the contractor/bidder. Tow van must be equipped with Dashcam/CCTV camera. Tow van must not be more than 15 years old.
  - iii. The designated tow away zones for which contractor/bidder is eligible to tow away the vehicles is marked with Annexure-A in tender document.
  - iv. MC Bathinda will help in establishing coordination between the contractor/Bidder and Traffic police for smooth functioning of the operations.
  - v. Within tow away zone contractor shall ensure the followings:-
    - (a) No vehicle shall be parked beyond designated area.
    - (b) No cars shall be parked inside yellow line area designated for bikes.
    - (c) No vehicle shall be parked outside yellow line.
    - (d) No temporary encroachment shall be allowed on any part of the tow away zone. Any sort of permanent encroachment shall be pro-actively reported to MCB.
14. **EV Charging:** EV Charging Station is to be established in MLCP in near future. The Contractor will not hinder this work. However, in case of

any revenue loss to the parking Contractor, the matter shall be amicably resolved.

15. **Penalties:** -The licensee shall ensure that the work force deployed by Licensee at parking site is always in prescribed uniform, pin name plate on shirt, keep I-Card and their general behavior with users is cordial. In case of non-compliance of the terms (violations) enumerated below, the Commissioner, Municipal Corporation, Bathinda shall be within its authority to take action against the licensee as elaborated below:-

a)

Sr. No.	Violation	1st Occasion	Subsequent Occasions	Remarks
i	Non wearing of uniform by any employee of licensee	500/-	1000/-	-
ii	Misbehavior by license or any of his employee (S)	500/-	1000/-	-
iii	Non wearing of name plate and I-card by the employees/ Supervisor	500/-	1000/-	-
iv	Parking of vehicle (s) in unauthorized area or haphazard parking	10 times of the prescribed amount of parking fee for every instance	-	-
v	Over charging of parking fee	5000/-	10000/-	Any continual default on this aspect may invite Cancellation of license and forfeiture of security amount
vi	Non-issue of parking slips	5000/-	10000/-	Any continual default on this aspect may

				invite Cancellation of license and forfeiture of security amount
Vii	Commercial activity in parking area or allowing willful encroachment.	10000/-	20000/-	Any continual default on this aspect may invite Cancellation of license and forfeiture of security amount
viii	Non use of E- ticketing machine	5000/-	10000/-	Any continual default on this aspect may invite Cancellation of license and forfeiture of security amount
ix	Non providing of detail of worker deployed at parking site	5000/-	10000/-	-----
Xi	Non display of approved parking rates	5000/-	10000/-	Any continual default on this aspect may invite Cancellation of license and forfeiture of security amount

b) **Issue of Parking Slips :-**The parking slips to the user of parking site shall be issued at the entry point through e-POS machine with time stamped and the parking charges recovered at exit point. The Contractor shall give priority for parking to the persons who have purchased/paid the parking fee through any App developed by Municipal Corporation, Bathinda or e-POS machine only, No manual slip should be issued at any



time. The Contractor shall keep all devices for Issues of parking slip always ready and shall also arrange extra devices ready to meet any emergency to ensure zero breakdowns.

- c) The Licensee shall be liable to deposit the amount of penalty as referred above ordered by the Commissioner, Municipal Corporation, Bathinda for violation of the prescribed provisions in the Municipal funds within 10 days of demand and In case the Licensee fails to deposit the demand amount within 10 days, he shall be liable to deposit additional 50% of the demand amount as penalty along with demand amount in the next 10 days and non-deposition of penalty may invite Cancellation of license and forfeiture of security amount.
16. **Taxes:** The licensee shall be liable to pay all taxes as are applicable under any law (Union of India, State, Local Authority or any other instrumentality of the State) such as Income tax, service tax, GST, TDS, EPF, ESI including all other taxes and fee because to the knowledge of the licensee, the bid value was exclusive of the all taxes and fee.
17. **Compensation for Damage to property:** In case Municipal property i.e. land and buildings of parking site suffers any loss during the License period, the loss amount as assessed by the Engineering wing of the MCB as per then applicable work rules and on endorsement by the Commissioner shall be payable by the licensee and if Licensee fails to deposit the same in given period, the MCB shall be within Its right to recover the amount from Bank Guarantee, security amount or as arrears of land revenue
18. **Theft of vehicles:** The licensee shall be responsible for damage and theft(s) of vehicle(s) parked in due course by the users. However, the user shall be solely responsible for protection of the goods kept in the parked vehicle. The Licensee and the Licensor shall not be responsible for any theft/damage to the vehicle beyond the prescribed parking hours.
19. In the event of act of any crime/criminal activity in the defined parking site, the sole responsibility shall be of the licensee.
20. **Uniform:-**All the work force employed by the licensee shall wear the following uniform during parking hours:-
- |                        |                                 |
|------------------------|---------------------------------|
| a) Shirt               | Light Blue (T-Shirts for summer |
| b) Pant                | Dark Blue                       |
| c) Belt                | Black                           |
| d) Shoes               | Black                           |
| e) Full sleeve sweater | Blue and Jacket (for winters)   |
| f) Turbans (Sikhs)     | Blue/white                      |

No change in uniform shall be made during the license period unless with written approval of the Municipal Corporation, Bathinda.

21. **Temporary closure of parking area:** - The Commissioner may close the parking area in case the parking area is required to be closed temporarily due to any emergency, unforeseen circumstances(s) or administrative reason(s). In case of said closure, Force majeure shall be invoked and terms and condition on account of such closures shall be mutually decided but limited to payment receivable by MCB for that period.
22. **Timings of Parking:** - The timings of the parking shall be from 9:00 AM to 9:00 PM. The Licensee shall duly print the parking timings on all the parking slips and also on the notice boards. However, Multilevel car parking shall be 24x7 open for convenience of pass holder vehicles.
23. **Increase in Parking Area:**-in case, some area adjacent to parking area becomes available with MCB for use as parking, the MCB may allot the said area to the Licensee subject to charging of the License fee for that additional area as fixed by the Commissioner, Municipal Corporation, Bathinda. If the Licensee refuses to take the additional area referred herein before, the MCB shall be within its to grant license to any other person or may maintain the area of its own.
24. **No alteration in the Name and style of Licensee:** - Notwithstanding any change in the specification, share, liability of partners of Licensee, no addition/alteration in the name of the licensee shall be allowed during the period of License. The liability of the partners or Directors or shareholders of the Licensee firm/company or proprietorship shall continue joint as well as several qua the liability towards the MCB.
25. **Address of licensee:**-The licensee shall declare his postal and permanent address duly self-attested. The licensee shall also submit proof of residence, Copy of Aadhar Card, PAN (of all partners). The Licensee shall also declare the place of correspondence and also the name of partner/Director (Firm /Company), who has been authorized in this behalf. The change in address of licensee shall be notified to MCB within 7 days
26. **Compliance of Labor wage code:** -All persons employed by the licensee in parking area shall have no relationship, what so ever with the MCB. The licensee shall arrange for work force of its own and will pay wages to the work force from time to time as fixed by the competent authority. No work force having age less than 18 years shall be engaged by the Licensee The licensee shall be responsible for full compliance of the provisions of Labor/EPF/ESI Acts and rules framed there under and also of payment of

wage Act 1936, the Minimum wage Act 1948, the contract labor (Regulation & Abolition) Act, 1970 etc applicable in the state of Punjab.

27. Cancellation of license:-The license shall be liable to be cancelled by the Commissioner in case of occurrence of any of the following event(s) and in the manner as mentioned against each: -

**Non verification of antecedents of licensee:-**

- a) In case the particulars furnished by the Licensee in respect of his firm/company/proprietorship or partnership are found wrong.
  - b) At any stage during the period of license, it is found that the licensee or any of his partners/associates/director is/was a defaulter of MCB or was debarred/blacklisted by MCB.
  - c) The act of the Licensee including his any of the workman, on receipt of any receipt of letter/ report/ complaint is declared as misconduct, misbehavior or any obnoxious act by the Commissioner, MCB. However, in this case, the Commissioner before passing any final order in this regard, will give an opportunity of hearing to the licensee and the order so passed shall be final and binding on the Licensee.
28. If the licensee fails to abide by the terms and conditions of the agreement or makes default in payment of any amount as referred above or commits any breach of the terms and conditions, affording an opportunity of hearing. The Commissioner, MCB shall be within its jurisdiction and competence to pass final orders.
29. **Internal Dispute Resolution:** - An Oversight Committee shall be formed as mentioned under for quarterly review & Internal Dispute Resolution.
1. Commissioner, Municipal Corporation (Head of Committee)
  2. Superintendent (Tehbazari)
  3. Traffic in-charge of city
  4. Manager / Nominee of Contractor
- All disputes shall be first referred to the Oversight Committee.
30. **Termination of License:** - (i) -The license shall stand terminated automatically on completion of the period of license. However, the licensee after the expiry of period of 6 months of date of commencement of the License period can request for premature termination of license after giving three months' notice in writing to the Commissioner MCB. Such notice shall be valid provided the Licensee has deposited the total amount due to MCB from the Licensee up to the date of the proposed date of termination of License.



- ii. In case the Licensee surrenders the License within the period referred in above sub para, the MCB shall forfeit the total amount of Earnest Money Deposit (EMD) deposited by licensee and any other payment deposited in advance as well as the Bank guarantee and the security amount.
  - iii. In addition to above i.e. (I), the Licensee shall be debarred from participating in any subsequent E-Bidding/Auction of this or any other parking site for a period of three years from the date of surrender of the license.
  - iv. Termination may invite as per penalty clause as above also.
31. **Arbitration:** All disputes and differences arising out/or in any way touching upon this license deed, whatsoever, shall be referred to the sole arbitration of the Commissioner Municipal Corporation, Bathinda, if not resolved by Oversight Committee. Further, the decision of the arbitrator shall be final and binding on both the parties. The provisions of Arbitration and Cancellation Act, 1996, and Rules framed there under and any statutory modification/amendments thereof for the time being in force shall apply for such arbitration. Further, It shall be an essential term of this contract that in order to avoid frivolous claims the party invoking arbitrator shall specify the disputes based on facts and calculations stating the amount claimed under each claim and shall furnish a "deposit-at-call" for ten per cent of the amount claimed, in a scheduled bank in the name of Arbitrator, by his official designation, who shall keep the amount in deposit till the announcement of the award. In the event of an award in favour of the claimant, the deposit shall be refunded to him in proportion to the amount awarded with respect to the amount claimed and the balance if any shall be forfeited and paid to the other party.
32. **Force Majeure:-**No party shall be under any liability to the other party of anything which, apart from this provision, may constitute a breach of this Agreement arising by reason of force majeure, namely circumstances beyond the control of the party claiming force majeure, which shall include (but shall not be limited to) acts of God perils of sea or air, fire, flood, drought, natural disaster, explosion, sabotage, accident, embargo, riot, civil Commotion, Terrorism, Charge of law, Labor disputes, strikes and lockouts which are of statewide and widespread nature.
33. It is further agreed that the Municipal Corporation, Bathinda reserves the right to issue any subsequent instructions for compliance depending upon the requirement of circumstances in public interest, which shall be binding on the Licensee.

34. It is the responsibility of the licensee to pay all the electricity bills and need to submit the receipts to Superintendent Tehbazari every month.
35. Licensee is bound to obey the "Public parking Policy for Municipal Corporation Towns of Punjab, Government of Punjab".
36. Licensee is bound to share the Data of Parking i.e no. of vehicles parked daily to Superintendent Tehbazari.
37. Licensee is bound to submit police verification certificate of every person he deposes at work.
38. Licensee is bound to maintain all fire-fighting equipment regularly and check water level in fire-fighting tanks every fortnightly and motors in working condition in every respect.
39. Autos being parked at designated auto stand (Annexure-B) will be free of cost.
40. The contractor/bidder can surrender his tender by giving a 15 days' notice after completion of one year of contract period. This relaxation is given for those 15 days of first year only.
41. It will be necessary for the contractor to insure One Crore rupees against any loss related to the said work for the contract period.

  
Corporation Engineer,  
Municipal Corporation,  
Bathinda