

JAIL DEPARTMENT, U.T.,
CHANDIGARH

E-TENDER

DOCUMENT FOR PURCHASE OF
GENERAL ITEMS (BRANDED) FOR THE CANTEEN OF
MODEL JAIL, CHANDIGARH.

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Chapter-1

CHANDIGARH ADMINISTRATION: JAIL DEPARTMENT

E-TENDER NOTICE

The e-tenders are, hereby, invited from the manufacturers/suppliers for the supply of General Items (Branded) for the Jail Canteen, Chandigarh amounting to Rs. 40.00 Lacs approximately to the Model Jail, Chandigarh through e-tender process.

I	Downloading of e-tender document	Start date: 31.01.2018 at 10.00. A.M. End Date : 23.02.2018 at 3.00 P.M.
II	Clarification, if any	Start date: 31.01.2018 at 10.00. A.M. End Date : 23.02.2018 at 3.00 P.M.
Q	Date of submission of e-tender	Start date: 31.01.2018 at 10.00. A.M. End Date : 23.02.2018 at 3.00 P.M.
IV	Physical submission of EMD amounting to Rs. 1,20,000/-	Start date: 31.01.2018 at 10.00. A.M. End Date : 23.02.2018 at 3.00 P.M.
V	Opening of Technical Bid (online)	26.02.2018 at 12.00 Noon
VI	Opening of Price Bid of only of eligible technically qualified bidder to be determined by Purchase Committee.	To be announced after evaluating technical bid.

1. The Bid Document can be downloaded from the website <http://etenders.chd.nic./nicgep>.
2. All other terms and conditions, instructions to bidder regarding e-tendering process etc. may kindly be seen from the detailed Notice Inviting Tender (DNIT) available on the above noted website of Chandigarh Administration. The undersigned reserves the rights to reject any or all tenders without assigning any reasons.

Superintendent,
Model Jail, Chandigarh.

CHANDIGARH ADMINISTRATION: JAIL DEPARTMENT

**E-TENDER FOR THE PURCHASE OF GENERAL ITEMS (BRANDED) FOR
THE JAIL CANTEEN**

1.	Name of the firm/organization & Address and Telephone/Mob.No./Fax. No.	<hr/> <hr/>
2.	Whether EMD for 1,20,000/- in the shape of pledged FD or Bank Guarantee in favour of the Superintendent, Model Jail, Chandigarh payable at Chandigarh has been attached? If yes, the detail thereof.	Yes / No
3.	Whether Not Black Listed Affidavit has been attached ?	Yes / No
4.	Whether Solvency Certificate amounting Rs. 40.00 lacs issued by the Bank for this contract has been attached	Yes / No
5.	Income tax clearance certificate/Income tax return of last 2 years assessment i.e. 2015-16 & 2016-17 years attached ?	
6.	Document showing experience of supplying similar material of costing ` 40.00 Lacs or above in India to at least Government Departments/ Boards/ Corporation/Society/Canteen/Private Firms for the year 2014-15 & 2015-16..	Yes / No
7.	Attested photocopy of PAN Card & GST No.	Yes / No
8.	Name, address, contact, number, designation, capacity of person signing tender document.	Yes / No
9.	Balance sheet for last 2 financial years 2014-15 & 2015-16 duly audited by the Chartered Accountant	Yes / No

10.	Proof of signing authority in the shape of power attorney.	Yes / No

Place : _____ Signature of Tenderer _____

Dated : _____ Full Name of the Tenderer _____

Address _____

JAIL DEPARTMENT: CHANDIGARH ADMINISTRATION

TENDER FOR PURCHASE OF GENERAL ITEMS FOR THE JAIL CANTEEN

INSTRUCITONS/TERMS AND CONDITONS FOR THE TENDERER

- 1.** The Bidders shall have to submit their Bids online in Electronic Format Digital Signatures. For participation in the e-tendering process, the Bidders need to register themselves on <http://etenders.chd.nic./nicgep>. On registration, they will be provided with a user ID and a system generated password enabling them to submit their Bids online using Digital System Certificates (DSC).
- 2.** Tenders without digital signatures will not be accepted by the Electronic Tendering System. No Tender will be accepted in physical form and in case, it has been submitted in the physical form, it shall be rejected out rightly.
- 3.** Bids will be opened online as per time schedule mentioned in e-tender notice.
- 4.** Before submission of online Bids, Bidders must ensure that self attested scanned copies of all the necessary documents as mentioned in Chapter 3 “Schedule of Requirement” of this tender document have been uploaded with the Bid, failing which their bids may be out-rightly rejected and will not be considered.
- 5.** Jail Department will not be responsible for any delay in online submission of the Bids due to any reason whatsoever. Tender shall remain valid for 90 days from closing date for uploading bids mentioned in tender notice. If any bidder withdraw or modify his bid before the 90 days, his bid shall be cancelled and earned money shall be forfeited.
- 6.** It will be mandatory for all the Bidders to upload all the documents mentioned under ‘Tender Details’ template read under ‘Cover Details’.
- 7.** Bidders should get ready with the scanned copies of EMD as specified in the tender documents and Hard Copies of all the Eligibility Documents as uploaded by the Bidders.
- 8.** The details of EMD specified in the Tender Documents should be the same as submitted online (scanned copies) otherwise tender will be rejected.
- 9.** The conditional bids shall not be considered and may be out rightly rejected in very first instance.

10. The Financial Bids through e-tendering of only those bidders shall be opened who will qualify in the technical bid.
11. Downloading and uploading of Tender will be done by e-tendering process through the website of Chandigarh Administration <http://etenders.chd.nic.in/nicgep>.
12. **TECHNICAL BID** : The tenderer should submit scanned copy of documentary proof of his/her eligibility as mentioned in Chapter 3 "Schedule of Requirement" of this tender document.
13. The Financial Bid through e-tendering of only those bidders will be opened who qualify in the technical bid.
14. The rates finalized after tendering process will be utilized as annual rate contract for the supply of dietary articles for another three years to avoid piecemeal purchase from the local market with the approval of the competent authority.
15. **EARNEST MONEY DEPOSIT (EMD)** : Earnest Money should be in the shape of DD and Banker's Cheque valid upto the validity of bid.
16. **FINANCIAL BID** : The Financial Bid shall be quoted by the contractor through e-tendering. The Financial Bid should contain rates only. The rates should be mentioned both in figures as well as in the words. Any change in rate quoted by the tenderer afterwards will entail forfeiture of Earnest Money & Cancellation of tender and blacklisting of the firm as per instructions of the Chandigarh Administration.
17. The rates quoted should be F.O.R. destination at Model Jail, Chandigarh including Taxes/GST, levies octroi, Insurance, Cartridge, Transportation, loading, unloading, freight etc. with minimum 01 year warranty.
18. The acceptance of tender will have binding effect on the tenderer and he/she has to supply the tendered items/ordered items within the period Six months in lots as per order of the Superintendent Jail. Subletting of Contracts shall not be allowed under any circumstances.
19. The bid shall not contain corrections, erasures or over writing.
20. The Successful bidder shall have to execute an agreement with the Department on a non-judicial stamp paper of `200/-(` Two Hundred Only) and supply the material as per the requirement of Department from time to time and in case they failed to do so, Department shall be at liberty to forfeit the security deposit, cancel the supply order and get the supplier black-listed as per policy of Chandigarh Administration.
21. **Security Deposit** : The successful tenderer will have to deposit security/bank guarantee or FDR @ 10% of the total supply order value within 15 days of issuance of letter of intent by the competent authority and the security deposited in connection with any other similar tender will not be considered

against this tender. Thereafter, the purchase/supply order will be issued. If successful tenderer fails to submit requisite security deposit within prescribed 15 days. Earnest Money will be forfeited and Department shall execute the order on their risk & cost. The security shall be valid for 60 days beyond the date of completion of all contractual obligations.

- 22.** The timely delivery/dispatch as stipulated in the supply order has to be strictly adhered to by the tenderer and in case of any request for extension of time made by the said tenderer in writing, the same shall be considered by the competent authority subject to the payment of penalty as provided in the terms and conditions of the tender.
- 23. Penalty :** The competent authority reserves the right to impose penalties in the following exigencies :
 - (a) In case the tenderer fails to complete the supply within time period as per clause No. 19 & 26 , then penalty @ 0.2% per day on the value of delayed portion of supply will be levied. However, competent authority may relax the penalty clause if it found the genuine reasons for the delay.
- 24.** In case, there is any variation in the specifications/samples approved vis-à-vis the supply received, then the supply order shall be cancelled and security deposit shall be forfeited.
- 25.** In case of defected supply, the Supplier will be informed to lift the said supply within 05 days from the date of issuance of said letter by the competent authority at his own cost. In the event of non lifting of said defective goods within the specified period by the tenderer, the competent authority will not be responsible in any manner for the loss or damage if any, caused to the said goods. The competent authority also reserves a right to impose any penalty as deemed fit in case the said goods are not lifted after the expiry of specified period.
- 26.** Tender received through e-tendering shall be opened by the Departmental Purchase Committee as per schedule given in Tender Notice in the office room of Superintendent, Model Jail, Chandigarh in presence of tenderer or his/her authorized representative, if they wish to be present. In the even of the date of receipt or opening of Tender being declared a holiday, the due date of receipt/opening of the Tender will be the next working day at the same hours.
- 27.** Tender is non transferable.
- 28.** The rates will be accepted on the distinction understanding that these are not charged higher than those charged from the DGS & D rates and other State Government Departments as on date in the U.T., Chandigarh. No price revision will be accepted by the competent authority during the currency of the Purchase order.

- 29.** Black listing of tenders : Tenderer participating in the tender and short listed after due processing of tender can be blacklisted, as per the Finance Department, Chandigarh Administration Notification no. 1927-F&PO (3)-2009/1170, dated 27th February, 2009 for non fulfilling the requisite requirements of the tender documents/supply order or for concealing any information or for furnishing any false documents/statements in the tender.

Superintendent,
Model Jail, Chandigarh.

It is certified that I have gone through all the terms & conditions of the Tender and I further undertake to abide by all terms and conditions to be announced/mentioned at the time of opening of Tender or at the time of placing of supply order.

Dated : _____

Signatures of the Tenderer with seal

Time : _____

Annexure 'A'

(To be furnished on non-judicial stamp paper duly attested by the 1st Class Magistrate).

AFFIDAVIT

I/We/M/s _____ are registered as Manufacturers/Distributor/Supplier of _____ as per Sale Tax Registration Certificate No. issued by _____ having registered office at _____ and manufacturing/supply base at _____ do hereby declare and solemnly affirm that I/We have not been Black-listed, nor mine/our Tenders or Supply Orders have ever been cancelled by any State/UT/Central Government or any partner or shareholder either directly or indirectly connected with or has any subsisting interest in the business of my/our firm nor any legal proceedings have ever been initiated/pending or any penalty has ever been levied due to delay of non completion of supply order by any State/UT/Central Government or by any authority.

Place : _____

DEPONENT

Dated : _____

Verification

I/We do hereby solemnly declare and affirm that the above declarations are true and correct to the best of my knowledge and beliefs. No part of it is false and nothing has been concealed therein.

Place : _____

DEPONENT

Dated : _____

Chapter-3.

SCHEDULE OF REQUIREMENTS

Offer will be accepted/uploaded in two cover under Tender Details containing:-

- (1) **First Cover titled** as “Technical Bid /Pre-qualification bid” should contain the Self-attested scanned copies of:
- i) Earnest money as mentioned in Clause 15 of Chapter 2 of this tender document to be deposited in physical form/ through post in the office of Superintendent, Model Jail, Chandigarh.
 - ii) Income tax clearance certificate/Income tax return of last 2 assessment years i.e. 2015-16 and 2016-17.
 - iii) Documents showing experience of supplying similar material of costing ` 40.00 Lacs in India to Government Departments/ Board Corporation/ Society/canteens/ Private Firms in last 2 years i.e. 2014-15 & 2015-16.
 - iv) Balance sheet for last 2 financial years i.e. 2014-15 & 2015-16 duly audited by the Chartered Accountant
 - v) PAN Card & GST No.
 - vi) Name, address, contact number, designation/capacity of person signing tender document on plain paper.
 - vii) Affidavit as mentioned in clause 12 of this tender document.
 - viii) Solvency Certificate amounting to 40.00 lacs issued by the Scheduled bank.
 - ix) Individual signing the bid or other documents connected with the contract shall submit the proof of signing authority in the shape of Power of Attorney/Decision of partnership of firms and decision of Board of Director of the Company :
 - a) A sole proprietor of the firm or constituted attorney of sole proprietor.
 - b) A partner of the firm, in which case he must have authority to represent for arbitration of disputes concerning the business of the partnership firm either by virtue of the partnership agreement or power of attorney. Constituted attorney of the firm.
 - c) In case of (b) above a copy of the partnership agreement or general power of attorney , in either case, attested by a Notary Public , or affidavit on stamp paper of all the partners admitting execution of the partnership agreement or the General power of attorney should be furnished.
 - d) In case of partnership firms, where no authority to refer dispute concerning the business of the partnership has been conferred on any partner of the firm. A person signing the letter form or any other documents forming the part of the contract on behalf of another shall be deemed to be warranty that he has authority to sign, such documents and if, on enquiry it appears that the person has no authority to do so, the Department may, without prejudice to other civil and criminal remedies, cancel the contract and make or authorize execution of contract/intended contract at the risk and cost of such person and hold the signatory liable to the Department for all cost and damages arising from the cancellation of the contract including any loss which the

Department may have on account of execution of contract/intended contract.

The financial bid of only those bidders will be opened who qualify in a technical bid.

NOTE : **All the above mentioned documents are essential to qualify at Technical Bid Stage.**

- (2) Second Cover titled as “Financial Bid” shall consist of –
- (b) Price schedule strictly as mentioned in chapter-5 of this tender document.

Chapter-4

**SPECIFICATIONS AND ALLIED TECHNICAL DETAILS
OF ARTICLES PURCHASED FOR THE JAIL CANTEEN.**

S. No.	Product Name	Brand Name	Packing *	Quantity
<u>Biscuits, Snacks and Confectionery</u>				
1.	Biscuits	Britannia	75 gm	65000 Pkt.
		Parle		
3.	Fruit Cake	Britannia	150 gm	600 Pkt.
		Cremica		
5.	Rusk	Cremica	400 gms	900 Pkt.
		Bonn		
		Britannia		
		Kittys		
9.	Toffees	Ravalgaon	1 kg	800 Pkt.
		Mortons		
		Cadburys		
		Nestle		
13.	Chocolate	Cadburys	20 gm	5000 Pkt.
		Amul		
		Nestle		
16.	Namkeen	Kurkure	90 gm	20000 Pkt.
		Lays Namkeen		
		Haldirams Namkeen		
		Bikaners		
20.	Potato Chips	Pepsico(Lays)	100 gm	3000 Pkt.
		Uncle Chipps		
22.	Cheese Slices	Britannia	200 gm	250 Pkt.
		Amul		
24.	Noodles	Nestle -Maggi	400 gm	750 Pkt.
		Top Ramen		
26.	Soups	Knorr	1 pack	300 Pkt.
		Maggi		
28.	Canned Food Packet	MTR	300 gm	500 Pkt.
		Markfed		
		ITC		
<u>Toiletries & Cosmetics</u>				
31.	Hair Oil -Almond	Bajaj	100 ml	300 Pcs.
		Marico		
33.	Hair Oil -Coconut	Marico Parachute	200 ml	400 Pcs.
		Dabur		
35.	Hair Oil -Amla	Dabur	100 ml	1000 Pcs.
		Bajaj		
37.	Hair Oil-Navratan	Dabur-Navratan	100 ml	100 Pcs.
38.	Shaving Razor	Gillette Presto	1 pc	2500 Pcs.
39.	Shaving Brush	Palmolive	1 unit	100 Pcs.
		Godrej		
41.	Shaving Cream	Godrej	70 gm	200 Pcs.
		Palmolive		
		Denim		
44.	After Shaving Lotion	Denim	100 ml	50 Pcs.
		Park Avenue		
46.	Deodorant Spray	Axe	150 ml	150 Pcs.
		Park Avenue		
48.	Deodorant Roll-on	HUL(Rexona)	50 gm	200 Pcs.
		Godrej		
50.	Toothpaste	Close-Up Red	40 gm	6000 Pcs.

.		Colgate Paste		
.		Pepsodent		
.		Dabur Red		
54.	Tooth Brush	Oral-B	1 pc	5000 Pcs.
.		Colgate		
.		Pepsodent		
57.	Shampoo Pouch- Regular	Clinic Plus	Sachet	20000 Pcs.
.		Chik		
59.	Shampoo Pouch- Premium	Pantene	Sachet	8000 Pcs.
.		Head& Shoulders		
.		Garnier Fructis		
62.	Hair Conditioner	Garnier	I sachet	1000 Pcs.
63.	Hair Colour-Regular	Color Mate	1 pouch	1000 Pkt.
.		Black Rose		
.		Godrej		
66.	Hair Colour- Premium	Garnier	1 pack	120 Pkt.
.		Bigen- Speedo		
68.	Mehandi-Red	Nupur	200 gm	400 Pcs.
.		Ruchi		
.		Heena		
71.	Hair Remover	Anne French	50 gm	120 Pcs.
.		Veet		
73.	Face Cream	Ayur	50 gm	300 Pcs.
.		Ponds		
75.	Fairness Cream	Fair and Lovely	50 gm	400 Pcs.
.		Fair & Handsome		
77.	Antiseptic Cream	Boroline	20 gm	300 Pcs.
.		Boro Plus		
.		Borosoft		
80.	Body Lotion	Vaseline	100 ml	400 Pcs.
.		Ponds		
82.	Lip Cream	Vaseline Lip Guard	15 gm	100 Pcs.
83.	Gulab Jal	Dabur	100 ml	100 Pcs.
84.	Bath Soap-Regular	Breeze	100 gm	10000 Pcs.
.		Lifebuoy		
.		Rexona		
87.	Bath Soap-Premium	Pears	100 gm	2200 Pcs.
.		Dettol		
.		Dove		
90.	Talcum Powder	Cinthol	100 gm	1200 Pcs.
.		Denim		
92.	Talcum Powder- Medicated	Nycil	200 gm	200 Pcs.
.		Dermicool		
94.	Cotton Buds	Johnson & Johnson	1 pack	200 Pcs.
95.	Nail Cutter	Bell (Korean)	I unit	150 Pcs.
96.	Comb-Small	Lily	I unit	400 Pcs.
97.	Comb-Large	Lily	I unit	100 Pcs.
98.	Washing Liquid	Godrej Ezee	1 sachet	500 Pcs.
99.	Detergent Powder	Ariel	1 sachet	50000 Pcs.
0.		Surf Excel		
1.	Detergent Bar	Wheel	100 gm	4500 Pcs.
2.		Rin		
3.		Surf Excel		
4.	Fabric Whitener	Tinopal	25 ml	150 Pcs.
5.	Fabric Neel	Ujala	100 ml	100 Pcs.
6.		Robin Blue		
7.	Sanitary Pads	Whisper	Small pack	200 Pcs.
8.		Stayfree		
	Ointments & Insect Repellants			
9.	Pain Ointment	Move	Small pack	100 Pcs.
0.		Zandu Balm		
1.		Vicks Vaporub		
2.	Cough Drops	Strepsils	1 tablet	5000 Pcs.

3.		Vicks		
4.		Dabur		
5.	Sugar Free Tablet	Sugar Free	Small pack	200 Pkt.
6.	Digestive Tablets	Dabur Hajmola	1 jar(140 pcs)	100 Pkt.
7.	Antacid Powder	Eno	1 sachet	500 Pcs.
8.	Mosquito Repellant Cream	Odomos Advanced	Small Tube	300 Pcs.
9.	Mosquito Coil	Good Knight	1 pack	3000 Pkt.
0.		Baygon-Maxo Green		
1.		All-out		
Cereals & Drinks				
2.	Corn Flakes	Kellogs	Small Pack	1500 Pkt.
3.	Wheat Flakes	Kellogs	Small Pack	800 Pkt.
4.	Oatmeal	Quaker Oats	200 gm	300 Pkt.
5.	Dalia	Aaha	300 gm	300 Pkt.
6.		Bagrys		
7.	Jam	Kissan	100 gm	1000 Pcs.
8.		Cremica		
9.	Honey	Dabur	300 gm	300 Pcs.
0.	Tomato Ketchup Sachet	Cremica	1 sachet	5000 Pcs.
1.		Kissan		
2.		Heinz		
3.	Mayonnaise Sauce	Cremica	400 gm	50 Pcs.
4.	Chocolate Milk Drinks	Bournvita	500 gm	250 Pcs.
5.		Horlicks		
6.		Protinex		
7.	Custard Powder	Weikfields	100 gm	200 Pcs.
8.	Tea Leaves	Tata Tea Gold	100 gm	500 Pkt.
9.	Tea Bag	Nestle Nestea	100 pc pack	1200 Pcs.
0.		Tata Tetley		
1.	Coffee	Nestle Nescafe	1 sachet	15000 Pcs.
2.	Milk Premix	Nestle	1 kg	750 Pkt.
3.	Nescafe Premix	Nestle	1 kg	500 Pkt.
4.	Triphala Churan	Dabur	100 gm	25 Pcs.
5.	Glucose Powder	Glaxo Gulcon-D	200 gm	300 Pcs.
6.	Chyawan Prash	Dabur	1 kg	100 Pcs.
7.		Baidyanath		
8.	Sharbat	Hamdard - Roohafza	750 ml	150 Pcs.
9.	Badam Rogan Shireen	Hamdard	100 ml	100 Pcs.
0.		Dabur		
1.	Squashes	Kissan	450 ml	100 Pcs.
Spices & Cooking Oil				
2.	Ajwain	MDH	100 gm	250 Pkt.
3.		Catch		
4.	Gram Masala Powder	MDH	100 gm	600 Pkt.
5.		Catch		
6.	Haldi Powder	MDH	100 gm	700 Pkt.
7.		Catch		
8.	Red Chilli Powder	MDH	100 gm	300 Pkt.
9.	Jeera	MDH	100 gm	650 Pkt.
0.		Catch		
1.	Black Pepper	MDH	100 gm	100 Pkt.
2.		Catch		
3.	Chat Masala	MDH	100 gm	50 Pkt.
4.		Catch		
5.	Chana Masala Powder	MDH	100 gm	100 Pkt.
6.		Catch		
7.	Saunf-Sweet	MDH	100 gm	200 Pcs.
8.		Catch		
9.	Mustard Oil	P-Mark	500 gms	2000 Pcs.
0.		Fortune		
1.		Hafed		

2.		Markfed		
3.	Refind Oil	Fortune	1 litre	1000 Pcs.
4.		Amrit Vanaspati-Gagan		
5.		Amul- Dhara		
6.	Desi Ghee	Nestle(Everyday)	1 litre	400 Pcs.
7.		Verka		
<u>Miscellaneous :</u>				
8.	Pickle	Tops	1 kg	400 Pkt.
9.		Nilon's		
0.		Cello		
1.	Besan	Shakti Bhog	1 kg	100 Pkt.
2.		Rajdhani		
3.	Suji	Shakti Bhog	1 kg	50 Pkt.
4.	Soya Cakes	Ruchi Soya-Nutrela	200 gm	300 Pkt.
5.	Tomato Puree	Godrej	200 ml	2000 Pkt.
6.		Dabur		
7.		Nestle Maggi		
8.	Under Wear	Lux	1 unit	250 Pcs.
9.		Jockey		
0.		Rupa Frontline		
1.	Vest	Lux	1 unit	200 Pcs.
2.		Jockey		
3.		Rupa Frontline		
4.	Boxer Shorts	Jockey	1 unit	40 Pcs.
5.	Socks	Lux	1 pair	100 Pcs.
6.		Dora		
7.	Chappal/Slipper	Bata	1 unit	250 Pcs.
8.	Jug-2 ltr	Polyset	1 unit	200 Pcs.
9.		Cello		
0.		Tupperware		
1.	Plastic Glass	Polyset	1 unit	300 Pcs.
2.		Tupperware		
3.	Plastic Bowl -Small	Cello	1 unit	200 Pcs.
4.	Bath Mug	Polyset	1 unit	500 Pcs.
5.	Soap Case	Prince	1 unit	200 Pcs.
6.		Polyset		
7.	Scrub Pad	3M (Scotch Brite)	1 unit	200 Pcs.
8.	Dishwashing Bar	Vim	200 gm	1000 Pcs.
9.	Locks	Harisons	1 unit	50 Pcs.
0.	Agarbati	Devdarshan	20 Stick pack	1800 Pcs.
1.		Mysore		
2.		Maya		
3.	Dhoop	Devdarshan	Large pack	1800 Pkt.
4.		Om Chaap		
5.	Ball Pen	Reynolds	1 unit	800 Pcs.
6.		Cello		
7.	Pen Refill	Reynolds	1 unit	1000 Pcs.

Chapter 6

Contract form

AGREEMENT

THIS AGREEMENT is made on thisday of2011 between the Administrator of Union Territory, Chandigarh acting through Superintendent, Model Jail, Chandigarh (hereinafter referred to as the “ Department”, which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors in office and assignees) of the first part and M/S, a company registered under the Companies Act, 1956/a partnership firm constituted between, having its place of business or registered office at acting through Its Managing Director/Partner (hereinafter referred to as “Supplier” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its/his/her/their respective heirs, executors, administrators and successors/the partner(s) for the time being of the said firm the survivor(s) of them and the executors, administrators and successors of the surviving partners, as the case may be of the second part.

WHEREAS the Supplier is engaged in the business of

AND WHEREAS the Supplier has expressed his keen desire to supply the material mentioned in Annexure-I to the Department under this agreement;

AND WHEREAS on the aforesaid representation made by the Supplier to the Department, the parties herby enter into this agreement on the terms and conditions appearing hereinafter.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER:

1. SUPPLIER'S REPRESENTATION AND WARRANTIES

The Supplier herby represents warrants and confirms that the Supplier:-

- 1.1 has full capacity, power and authority to enter into this agreement and during the continuance of this agreement, shall continue to have full capacity, power and authority to carry out and perform all its duties and obligation as contemplated and perform all its duties and obligations as contemplated herein and has already taken and shall and continue to take all necessary and further action (including but without limiting to the obtaining of necessary approval/consents in all applicable jurisdictions) to authorize the execution, delivery and performance of this agreement;
- 1.2 has the necessary skills, knowledge, expertise, adequate capital and competent personnel, system and procedures, infrastructure and capability to perform its Obligations in accordance with the terms of this agreement and to the satisfaction of the Government ;
- 1.3 shall, on the execution of this agreement and supplies the material to the Department, not violate, breach and contravene any conditions of any agreement entered with any third party.

1.4 has compiled with and obtained necessary permissions/licenses/authorizations under the Central, State and local authorities and obtained all required permissions/licenses for carrying out its obligations under this agreement.

2. Inspection of Material : The Purchase Committee of the department will inspect the goods supplied by the tenderer in response to the purchase order/indent at Model Jail, Chandigarh or at any other designated place within the jurisdiction of U.T., Chandigarh. The Inspector General of Prisons, U.T., Chandigarh reserves the rights to reject the goods supplied if same are not found in accordance with the required description/specifications.

Supply of ordered material & payment: The successful tenderers should supply the material as per the time schedule fixed by Department from the date of placing the supply order and in the event of finding the goods in order by the Purchase Committee after inspection, the payment will be released in respect of lot of material supplied.

3. NATURE OF AGREEMENT

The parties hereto have considered agreed to and have a clear understanding on the following aspects;

(a) That, if at any time, during the operation of this agreement or thereafter the Department is made liable in any manner whatsoever by any order, direction or otherwise of any Court authority or tribunal, to pay any amounts whatsoever to any third party in any event not restricted, the Supplier shall immediately pay to the department all such amounts and costs also and in all such cases/event the decision of the Department shall be final and binding upon the Supplier. The Department shall be entitled to deduct any such amounts as aforesaid from the performance security and /or from any pending bills of the Supplier.

4. LIABILITIES AND REMEDIES

In the event of failure of the Supplier to supply the material or part thereof as mentioned in this agreement for any reasons whatsoever, the Department shall be entitled to procure material from other sources and the Supplier shall be liable to pay forthwith to the Department the difference of payments made to such other sources, besides damages at double the rate of payments. The supplier shall not claim any damages, costs, charges, expenses, liabilities arising out of performance/non-performance of material, which it may suffer or otherwise incur by reason of any act/omission negligence, default or error in judgment on part of itself under this agreement.

5. TERMINATION

(a) If supplier commits breach of any covenant or any clause of this agreement, Department may send a written notice to supplier to rectify such breach within the time limit specified in such notice. In the event supplier fails to rectify such breach within the stipulated time, the agreement shall forthwith stand terminated and supplier shall be liable to Department for losses or damages on account of such breach.

- (b) The Department shall have the right to immediately terminate this agreement if the supplier becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of creditors.

6. ASSIGNMENT OF AGREEMENT

This Agreement is executed on the basis of the current financial position of the supplier. Henceforth, any assignment of supply order of this agreement, in part or whole, to any third party without the prior written consent of the Department shall be a ground for termination of this agreement forthwith.

7. COMPOSITION AND ADDRESS OF SUPPLIER.

- (a) The supplier shall furnish to the Department all the relevant papers regarding its constitutions, names and addresses of the management and other key personnel of the supplier and proof of its registration with the concerned Government authorities required for running such a business of Supplier.
- (b) The supplier shall always inform the Department in writing about any change in its address or the names and addresses of its key personnel. Further, the Supplier shall not change its ownership without prior approval of the Department.

8. SERVICE OF NOTICES

Any notice or other communication required or permitted to be given between the parties under this agreement shall be given in writing at the following address or such other addresses as may be intimated from time to time in writing.

Department	Supplier
.....
.....

9. CONFIDENTIALITY

It is understood between the parties hereto that during the course of business relationship, the supplier may have access to confidential information of Department and it undertakes that it shall not, without Department's prior written consent, disclose, provide or make available any confidential information in any form to any person or entity or make use of such information. This clause shall survive for a period of 5 years from the date of expiry of this agreement or earlier termination thereof.

10. ENTIRE AGREEMENT

The award of work order, when issued to the successful bidder, constitutes the contract with collateral support from terms and conditions of the tender invitation notices as well as formal agreement on non judicial stamp paper, all of which finally form the contractual obligations to be adhered to / performed

by the bidder and the non performance of any of such obligations make the bidder liable for consequential effects i.e. blacklisting etc.

11. AMENDMENT/MODIFICATION

The parties can amend this agreement at any time. However, such amendment shall be effective only when it is reduced in writing and signed by the authorized representatives of both parties hereto.

12. SEVERABILITY

If for any reason, a court of competent jurisdiction finds any provision of this agreement, or portion thereof, to be unenforceable, that provision of the agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this agreement shall continue in full force and effect.

13. CAPTIONS

The various captions used in this agreement are for the organizational purpose only and may not be used to interpret the provisions hereof. In case of any conflicts between the captions and the text, the text shall prevail.

14. WAIVER

At any time any indulgence or concession granted by the Department shall not alter or invalidate this agreement nor constitute the waiver of any of the provision hereof after such time, indulgence or concession shall have been granted. Further, the failure of the Department to exercise any option which is herein provided for requiring at any time the performance by the supplier of any of the provisions of this agreement nor in any way affect the validity of this agreement or any part There of or the right of the Department to enforce the same in part or in the entirety of it. Waiver, if any, has to be in writing.

15. Arbitration:

Except as otherwise provided else where in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before after completion or abandonment of work or during extended period, hereafter arises between parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or the breach thereof, shall be referred to a Sole Arbitrator to be appointed by the Inspector General of Prisons at the time of the dispute.

If the arbitrator to whom the matter is originally referred dies or refuses to act or resigns / withdraws for any reason from the positions of arbitration , it shall be lawful for the Inspector General of Prisons to appoint the another person to act as arbitrator in the manner aforesaid. Such persons shall be entitled to proceed with reference from the stage at which it was left by his predecessor if both the parties consent to this effect failing which the arbitrator shall be entitled to proceed denovo.

The venue of arbitrations shall be at Chandigarh.

Subject as aforesaid the provisions of the Arbitration and Conciliation Act. 1996 and any statutory modifications are re-enactment thereof rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

The Inspector General of Prisons, U.T., Chandigarh reserves the right to accept or reject any tender without assigning any reason.

16. Force Majure:

If at any time, during the continuance of this contract, the performance in whole or in part by either party, of any obligation under this contract, shall be prevented or delayed by reason of any floods, explosions, epidemics, quarantine restriction or act of God (hereinafter referred to as events), provided notice of happenings of any such eventuality is given by either party within 7 days from the date of occurrence thereof, neither party shall be due to reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non –performance or delay in performance. The operation of contract shall be resumed as soon as practicable after such event may come to an end or cease to exist and the decision of the Inspector General of Prisons,U.T., Chandigarh as to whether the operation have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or impart of any obligation under his contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may at his option terminate the contract.

17. GOVERNING LAW/JURISDICTION

The applicable law governing this agreement shall be the laws of India and the courts of Chandigarh shall have the exclusive jurisdiction to try any dispute with respect to this agreement.

18. TWO COUNTERPARTS

This agreement is made in duplicate. The supplier shall return a copy of this agreement duly signed and stamped as a token of acceptance of all terms and conditions mentioned above. In the event of commencement of order acceptance, it will be taken that all terms are acceptable.

IN WITNESS WHEREOF THE DEPARTMENT AND THE SUPPLIER ABOVE SAD HAVE HEREUNTO SUBSCRIBER THEIR HANDS ON THE DAY MONTH AND YEAR FIRST MENTIONED ABOVE IN THE PRESENCE OF THE FOLLOWING WITNESSES;

SIGNED, SEALED AND DELIVERED

WITNESSES

- | | | |
|----|-----------|-----------|
| 1. | Signature | Signature |
| | Name | Name |
| | Date | Date |

Designation	Designation
2. Signature	
Name	(For and on behalf of The Administrator of Union Territory, Chandigarh.)
Date	
Designation	

SIGNED, SEALED AND DELIVERED

WITNESSES

1. Signature

Signature

Name

Name

Date

Date

Address

Address

2. Signature

Name

For and on behalf
of the Supplier

Date

Address