

JAIL DEPARTMENT, U.T.,
CHANDIGARH

E-TENDER

DOCUMENT FOR THE PURCHASE OF GROCERY ITEMS
FOR COOKING FOOD OF ANGANWARI CENTRES.

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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 purchase of Grocery Items for cooking food of Anganwari Centres amounting to Rs. 50.00 Lacs approximately to the Model Jail, Chandigarh through e-tender process.

I	Downloading of e-tender document	Start date: 28.03.2018 at 10.00 A.M. End Date : 23.04.2018 at 3.00 P.M.
II	Clarification, if any	Start date: 28.03.2018 at 10.00 A.M. End Date : 23.04.2018 at 3.00 P.M.
III	Date of submission of e-tender	Start date: 28.03.2018 at 10.00 A.M. End Date : 23.04.2018 at 3.00 P.M.
IV	Physical submission of EMD amounting to Rs. 1,50,000/-	Start date: 28.03.2018 at 10.00 A.M. End Date : 23.04.2018 at 3.00 P.M.
V	Opening of Technical Bid (online)	27.04.2018 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 GROCERY ARTICLES FOR COOKING FOOD
OF ANGANWARI CENTRES.

1.	Name of the firm/organization & Address and Telephone/Mob. No./Fax. No.	<hr/> <hr/>
2.	Whether EMD of Rs. 1,50,000/- in the shape of DD or Banker Cheque in favour of the Superintendent, Model Jail, Chandigarh payable at Chandigarh has been attached ? If yes, the detail thereof.	Yes / No
3.	Whether Non- Black Listed Affidavit has been attached ?	Yes / No
4.	Whether Solvency Certificate amounting Rs. 50.00 lacs issued by the Bank for this contract has been attached	Yes / No
5.	Income tax clearance certificate/Income tax return of last 2 assessment i.e. 2015-16 & 2016-17 years attached?	Yes / No
6.	Document showing experience of supplying similar material of costing 50.00 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, VAT, No. & CST 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
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Place : _____ Signature of Tenderer _____

Dated : _____ Full Name of the Tenderer _____

Address _____

CHAPTER - 2

JAIL DEPARTMENT : CHANDIGARH ADMINISTRATION

**TENDER FOR THE PURCHASE OF GROCERY ITEMS FOR COOKING FOOD
OF ANGANWARI CENTRES.**

INSTRUCTIONS/TERMS AND CONDITIONS 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 : 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/VAT, levies octroi, Insurance, 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.

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

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/Notary Public).

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 ` 50.00 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, VAT No. & CST 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 Rs. 50.00 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 –
- (a) Price schedule strictly as mentioned in chapter-5 of this tender document.

CHAPTER - 4

SPECIFICATIONS AND ALLIED TECHNICAL DETAILS FOR THE PURCHASE OF GROCERY ITEMS FOR SUPPLYING THE FOOD TO THE ANGANWARI CENTRES

Sr. No.	Specifications	Quantity
1.	Besan	50 Quintals
2.	Rice	200 Quintals
3.	Suji	50 Quintals
4.	Sugar	80 Quintals
5.	Nutrela	60 Quintals
6.	Black Channa	40 Quintals
7.	Dalia	80 Quintals
8.	Murmura Phulian	50 Quintals
9.	Channa Dal	40 Quintals
10.	Atta	40 Quintals
11.	Soya Granules	30 Quintals
12.	Refined Oil	150 Tins
13.	Salt	10 Quintal
14.	Red Chilly	02 Quintal
15.	Haldi	02 Quintal
16.	Sabut Dhania	02 Quintal
17.	Ghee	300 Tins
18.	Peanuts	10 Quintals
19.	Bura Sugar	20 Quintals
20.	Gur	20 Quintal
21.	Kasoori Methi	500 Pkts.
22.	Garam Masala	50 kgs
23.	Moong Atta	10 Quintals
24.	Jeera	1 Quintal

CHAPTER - 5

PRICE SCHEDULE

Sr. No.	Specifications	Quantity	Price
1.	Besan	50 Quintals	
2.	Rice	200 Quintals	
3.	Suji	50 Quintals	
4.	Sugar	80 Quintals	
5.	Nutrela	60 Quintals	
6.	Black Channa	40 Quintals	
7.	Dalia	80 Quintals	
8.	Murmura Phulian	50 Quintals	
9.	Channa Dal	40 Quintals	
10.	Atta	40 Quintals	
11.	Soya Granules	30 Quintals	
12.	Refined Oil	150 Tins	
13.	Salt	10 Quintal	
14.	Red Chilly	02 Quintal	
15.	Haldi	02 Quintal	
16.	Sabut Dhanian	02 Quintal	
17.	Ghee	300 Tins	
18.	Peanuts	10 Quintals	
19.	Bura Sugar	20 Quintals	
20.	Gur	20 Quintal	
21.	Kasoori Methi	500 Pkts.	
22.	Garam Masala	50 kgs	
23.	Moong Atta	10 Quintals	
24.	Jeera	1 Quintal	

CHAPTER - 6
CONTRACT FORM
AGREEMENT

THIS AGREEMENT is made on thisday of2017 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 Chapter-4 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 complied 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 insolvents, 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 |
| | Date | of Union Territory, |
| | | Chandigarh.) |
| | Designation | |

