

OFFICE OF THE DIRECTOR GENERAL OF PRISONS:  
DELHI PRISONS HEADQUARTERS: TIHAR: NEW DELHI

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NO.F6/CJ-2/FACTORY/2007-08/

DATED: \_\_\_\_\_, 2008

TENDER NOTICE

The Superintendent Central Jail NO.-2, Tihar, New Delhi invites sealed tenders for supply of raw materials for its Bakery Unit from the suppliers for the year 2008-09.

The terms & conditions form along with the Agreement form can be purchased from the office of Tihar Haat, Central Jail No.-1, New Delhi on cash payment of Rs. 500/- (Rs. Five Hundred Only), non-refundable, from 05/03/2008 to 25/03/2008 on any working day between 11.00 AM to 4.00 PM.

The tenderer must have the sales tax/TIN Registration number and should submit the related documents at the time of purchasing the Tender Forms.

The tender should be in strong sealed cover marked as "Tender for Tihar Baking School Materials" & addressed to The Superintendent, Central Jail No.-2, Tihar till 11.00 AM on 26/03/2008. The Tender shall be opened on same day i.e. on 26/03/2008 at 11.30 AM.

The Tender form in "PDF" format is available on <http://delhigovt.nic/tender> & can be down loaded from the website. Tender fee of Rs. 500/- (non-refundable) for downloaded form will be submitted along with the tender in the form of Bank Draft in favour of Tihar Baking Scholl, Central Jail, Tihar, New Delhi.

(VIVEK KUMAR TRIPATHI)  
SUPERINTENDENT  
Central Jail No. 2,  
Tihar, New Delhi

**OFFICE OF THE SUPERINTENDENT: CENTRAL JAIL NO.-2  
TIHAR: NEW DELHI**

No.F.6./CJ-2/FACTORY/109/2008/\_\_\_\_\_ DATED: \_\_\_\_\_, 2008

The Director,  
Information & Publicity  
Govt. of N.C.T. of Delhi  
Block No.-9, Old Secretariat,  
Delhi – 110 054

**SUBJECT:** PUBLICATION OF SHORT TERM TENDER NOTICE FOR TIHAR  
BAKING SCHOOL.

Sir,

Please find enclosed herewith a Tender Notice to be issued in Hindi & English editions for publication in -

1. ANY LEADING HINDI AND ENGLISH DAILIES, AT GOVT. RATES ON OR BEFORE -----OR ANY DATE EARLIER UNDER INTIMATION TO THE UNDERSIGNED:
2. INDIAN TRADE JOURNAL OF DIRECTOR GENERAL OF COMMERCIAL INTELLIGENCE & STATISTICS OF KOLKATA.

Bills on this account may be made in the name of the Superintendent, Central Jail No.2, Tihar, New Delhi and sent to this office for clearance of payment.

Yours Faithfully,

(VIVEK KUMAR TRIPATHI)  
SUPERINTENDENT  
Central Jail No. 2,  
Tihar, New Delhi

Enclosure: as above

Copy to:

The Asstt. Programmer (PHQ), Tihar, New Delhi - with the request to send in website,

T. R. NO.: \_\_\_\_\_  
Dated: \_\_\_\_\_  
Refundable)

Price: **Rs. 500/-**  
(Non-

**OFFICE OF THE SUPERINTENDENT: CENTRAL JAIL NO. 2:  
TIHAR: NEW DELHI**

No. F.2/SCJ-2/CJ-2/2008-09/ \_\_\_\_\_

Dated: \_\_\_\_/\_\_\_\_/2008

**TERMS AND CONDITIONS OF THE OPEN TENDER FOR SUPPLY OF ITEMS  
TO TIHAR BAKING SCHOOL IN CENTRAL JAIL NO. 2, TIHAR, NEW DELHI  
DURING THE FINANCIAL YEAR 2008-2009**

1. Sealed tenders for the purchase of items for use in Tihar Baking School of the Jail Factory, Central Jail No. 2 Tihar, New Delhi (as shown in Annexure Appendix – “A” annexed hereto) will be received in the TENDER BOX kept at the gate of Central Jail No. 2, Tihar on 26.03.2008 till 11.00 A.M. and will be opened on the same day at 11.30 A.M. in the room of the SUPERINTENDENT OF PRISONS, Central Jail No. 2, Tihar, New Delhi. All TENDERS must be deposited in the TENDER BOX under SEALED COVER marked as “TENDER FOR TIHAR BAKING SCHOOL” and be addressed to the SUPERINTENDENT OF PRISONS, Central Jail No. 2, Tihar, New Delhi.
2. Each Tender must be accompanied by **Earnest Money Deposited (E.M.D.)** for each group as per the details given below:

Group A (Annexure – ‘A’)	:	Rs. 1,80,000 (Rupees One Lac Eighty Thousand only)
Group B (Annexure – ‘A’)	:	Rs. 1,55,000 (Rupees One Lac Fifty Five Thousand only)
Group C (Annexure – ‘A’)	:	Rs. 65,000 (Rupees Sixty Five Thousand only)

This amount should be in the form of a Bank Draft/FDR from a scheduled bank in favour of Tihar Baking School., Central Jail No. 2, Tihar, New Delhi.

3. The form of tender should be filed in by the TENDERER showing the conditions of supply along with the specification including schedule on rates, both in words and figures should be mentioned.

Tenderer should clearly mention whether the prices quoted are inclusive of excise, sales tax, VAT and other charges etc. In the absence no claim at a later stage will be entertained.

4. The tenderer should only quote for item/brand which have been asked for in the tender and should not quote for a substitute.
5. There should be no overwriting or amendment in the rates tendered and the rates tendered should be signed by the Tenderer with the Seal as appended to it.
6. The Superintendent, Central Jail No. 2, Tihar, New Delhi does not bind himself to accept the lowest or any Tenderer and reserve the right to accept a Tender in whole or in part, e.g. with respect to the article quoted by the Tenderer in Annexure – “A” or in respect of any articles as he may so decide. On acceptance of the Tender of the tenderer it will become a Contract after completing the Codal Formalities and the tenderer shall be bound to sign the AGREEMENT at Annexure – “B” which will be signed by the tenderer within ten days of the acceptance of the Tender. Income Tax & Sales Tax clearance certificate in respect of the firm or the contractor himself should also be appended with the tender.
7. Only branded items mentioned in Annexure – A will be accepted. In case, the company of required Branded item/items is closed for one reason or the other, it would be the discretion of the Superintendent to accept or not to accept items of other companies. In such case, the Superintendent will decide the company.
8. The Tenderer, whose tender is accepted will hereinafter be called the “CONTRACTOR” and shall deposit the amount of security at the rates mentioned below as the case may be, based on the contract accepted within 10 days of the date of acceptance of the tender.
  - a. 10% of the amount of the Contract up to a contract of Rs. 10,00,000/- (Rupees Ten Lac. Only).
  - b. Above a contract of Rs. 10,00,000/- (Rupees Ten Lac. only). The security money will be minimum Rs. 1,00,000/- (Rupees One Lac. Only). Or 5% of the total contract amount which ever is more.
  - c. The payment will be made to suppliers within 30 days after receipt of the bill.
9.
  - a. If the contractor fails to complete the supplies by the specific date, hour and place, a penalty of 10% of the total amount contracted, shall be liable to be paid

each month or a part thereof, by which the supplies delayed subject to the maximum of security deposited by the contractor or the amount of risk purchase which ever is higher.

- b. If the contractor fails to complete the supply of the items in full or in parts by the specified date and does not make any supply even thereafter, the entire amount of security will be forfeited and thereafter it shall be the discretion of the Superintendent or his representative to purchase the items from L-2 or the open market or get the rest of the contract completed by any person or firm and the contractor shall be liable to pay the differences in price, if any. The penalty amount so imposed will be deducted from his pending bills/payments and the balance amount, if any, will be adjusted against the security amount.
  - c. In case of any dispute regarding imposition of forfeiture of security due to late/non-supply, the decision of the Superintendent shall be final and binding on the contractor.
10. Quantities of each item shown in Annexure – “A” are approx requirement and can be increased or decreased by 50% at any stage till the delivery of consignment is complete depending upon the actual requirement of the Jail department.
  11. The loading and unloading of the articles including requisite labour charges shall entirely be the responsibility of the tenderer.
  12. The contractor shall supply the article of the best quality according to the specification sample deposited along with / stated in tender and also time to time. The decision of the Superintendent in this behalf as regard to the quality and kind of articles shall be final and binding on the contractor. Samples of all the required items are to be submitted along with the tender. In-case the samples are not deposited, it may not be considered for a decision.  
Auditors/Jail authority at the cost of tenderer will test the samples. Further the samples will be checked now and then during the course of supply at the cost of supplier.
  13. The supply will be made whenever it is required in the presence of the Assistant Superintendent, Tihar Baking School or any other person(s) deputed by the Superintendent and the Contractor or any of his authorized agents, whose name shall

be made known to Superintendent, shall be responsible for keeping proper account of the supply.

14. If the Superintendent or any person deputed by him deems it necessary to change any article on its being found to be defective or inferior quality it should/shall be replaced by the contractor within 3 days at his cost and time to prevent inconvenience.
15. The bills will be submitted in the office of the Superintendent, Central Jail No. 2, Tihar for payment.
16. Rates offered in the tender shall be valid up to 31.03.2009 and the contract period may be extended up to 30.06.2009 at the same rate, subject to the approval of D.G. (Prisons).
17. The Contractor will be deemed to have satisfied himself of all matters effecting to delivery of the supplies. No extra charges, misconstruction of the terms and conditions of agreement or otherwise will be allowed.
18. It will be the discretion of the Superintendent or his representative to make enquiries in order to judge the suitability and the capacity to any particular firm/contractor and decision to enter into contract or otherwise would rest with the Superintendent finally. It will also be the discretion of the Superintendent to award contract of any item to more than 1 or 2 firms in case it is necessary in the jail.
19. The amount of security deposited shall be retained by the department for a period of six months from date of completion of supplies as a safeguard against any defect or lack of quality appearing in the articles supplied within this period and will be returned to contractor on his furnishing the usual no demand certificate.
20. Supplies in numbers and net weight of all items shall be accepted and no bardanas will be returned to the contractor.
21. An agreement (copy enclosed at Annexure – B) on a stamp paper shall have to be executed by the tenderer at his own expense in the event of tender being within 10 days of the date of acceptance of tender and before the supply order is placed to him and incase of delay in entering the agreement, the Superintendent reserves the right to subject the same and award the same to some other Tenderer(s).
22. Whenever it is deemed fit accordingly we will send the samples to the authorized laboratory and the supply thereafter should confirm to the said sample as per report. The lab cost will be borne by the concerned supplier.

23. The acceptance of items and conditions of the tender are to be signed by tenderer in the prescribed form at the end of the items and conditions and have to be submitted along with the tender. Tender received without the above acceptance shall be out rightly rejected.
24. If the tenderer (whose tender is accepted) fails to deposit the security prescribed in column 7 or fails to sign the agreement at Annexure – “B” or fails to supply the required quantity and articles within 10 days of the acceptance of the tenderer, the Earnest Money Deposited by the tenderer shall be forfeited to the Lt. Governor, Delhi.
25. All litigation shall be having jurisdiction of Delhi Courts only.
26. Superintendent, Central Jail No. 2, Tihar can appoint an Arbitrator to resolve any issue.
27. Tenders that do not comply with the above conditions will be rejected, Tender received after due date and specified time will also be rejected.

All the above conditions (Serial No. 1 to 27) are accepted by me/us call to Deposit/Fixed Deposited.

Deposited Receipt Amounting To Rs. \_\_\_\_\_ Rupees  
 \_\_\_\_\_ only) Bearing  
 No. \_\_\_\_\_ Dated \_\_\_\_\_ Drawn on (Name of the Bank & Branch)  
 \_\_\_\_\_ for the items mentioned in Appendix – “A” is  
 attached.

**Sign and Seal of Tenderer.**

Witness (1) \_\_\_\_\_

Address \_\_\_\_\_

(2) \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**(VIVEK KUMAR TRIPATHI)**  
**SUPERINTENDENT OF PRISONS**  
**Central Jail No. 2,**  
**Tihar, New Delhi**

**Requirement of items to be used in Tihar Baking School during the  
Financial Year 2008-2009.**

**BAKERY UNIT**

**GROUP – “A”**

EMD (Rs.

**1,80,000/-)**

S. No.	ITEM	Brand & Other Details	Approximate Requirement	(Rates to be mentioned by the Tenderer single rate only)
1.	Maida	Stag Brand Delhi Patent Flour Mills 50 Kg. bag packing.	3500 Quintals	
2.	Maida	Ashoka Brand Patent 50 Kg. bag packing	50 Quintals	

**GROUP – “B”**

EMD (Rs.

**1,55,000/-)**

S. No.	ITEM	Brand & Other Details	Approximate Requirement	(Rates to be mentioned by the Tenderer single rate only)
1.	Sugar	Mawana (A-class without impurities in 50/100 Kg. packing)	200 Quintals	
2.	Sugar	Dhampur (A-class without impurities in 50/100 Kg. packing)	As per requirement	
3.	Sugar	Dauralu (A-class without impurities in 50/100 Kg. packing)	As per requirement	
4.	Crushed Sugar/ Lawn Sugar	Ground/Lawn (A-Class without impurities in 50 Kg. packing)	200 Quintals	
5.	Oil (Soyabin)	Soyum (in 15 Ltrs pack)	1200 Tins	
6.	Ghee Biskin	(in 15 Kg packing) HLL	600 Tins	
7.	Ghee Amrit	(in 15 Kg packing) HLL	600 Tins	
8.	Ghee – Lily	(in 15 Kg. packing) HLL	350 Tins	
9.	Yeast	Safe (in 500 gm pack)	3000 Kg.	
10.	Yeast	Tower (in 500 gm pack)	2000 Kg.	
11.	Wax Paper (15 ½ x 16 ½ )	Good Quality per Kg. For bread wrapping	80 Quintals	
12.	Polythene Bags Non-gusseted	150 Gauge Size 8”x16”, 8”x14”, 8”x10”, 8”x8”, 4”x5”, 8”x12”, 12”x18”	10 Quintals	
13.	Polythene Bags Non-gusseted	200 Gauge Size 8”x16”, 8”x14”, 8”x10”, 8”x8”, 4”x5”, 8”x12”, 12”x18”	10 Quintals	
14.	Dal Moong Dhuli (Big Size)	Angoor Brand / Rajdhani Brand in 50 Kg. pakcing (sample required)	35 Quintals	



15.	Dal Chana	Rajdhani/Angoor (full pieces free from dust and stone /impurities) Clean and Unbroken in 50 Kg packing (sample required)	35 Quintals	
16.	Dal Mansoor	Rajdhani/Angoor (ful pieces free from dust and stone /impurities) Clean and Unbroken in 50 Kg. packing (sample required)	15 Quintals	
17.	Groundnut oil Refined	Diamond in 15 Kg. packing	500 tins	
18.	Groundnut oil Refined	Sony in 15 Kg. packing	500 tins	
19.	Groundnut oil Refined	Fortune in 15 liter packing	500 tins	

**GROUP – “C”**  
**65,000/-)**

**EMD (Rs.**

<b>S. No.</b>	<b>ITEM</b>	<b>Brand &amp; Other Details</b>	<b>Approximate Requirement</b>	<b>(Rates to be mentioned by the Tenderer single rate only)</b>
1.	White Salt	Tata Brand 1 Kg. pack. Iodised	8000 Kg.	
2.	Chaat Masala	M.D.H. (100 gms. pack)	75 Kg.	
3.	Chaat Masala	Everest (100 gms. pack)	40 Kg. or As per requirement	
4.	Chaat Masala	Catch	40 Kg. or As per requirement	
5.	Invert Sugar	Dhampur Invertos IV Grade	800 Kg.	
6.	Condensed Milk	Nestle (in 400 gm packing)	300 Tins	
7.	Ghee–Margarine	(in 10 Kg. packing) Amrit Banaspati Co.	20 Tins	
8.	Improver	Golden Bake good brand in 500 gm pack	200 Kg.	
9.	Calcium Propionate	Romoban – ISI Mark/ Fine Organics/ Calpro in 20 Kg. packing	800 Kg.	
10.	Acid Acetic Glacial	Concentrated per Litre	500 Litres	
11.	Milk Powder	Murli/ Madhuban ISI Mark / Indiana in 25 Kg. packing	2500 Kg.	
12.	Milk Powder	Parul in 25 Kg. packing	1000 Kg. or As per requirement	

13.	Milk Powder	Gopaljee in 25 Kg. packing	1000 Kg. or As per requirement	
14.	Milk Powder	Everyday in 25 Kg. packing	1000 Kg. or As per requirement	
15.	Glucose Powder	Bhayana/Anil-Arvind product per Kg.	200 Kg.	
16.	Desiccated Coconut powder	Mangal/Laxmi/Cow Brand in 1 Kg. packing	15 Quintals	
17.	Moongphali Dana	Clean & Unbroken (full without stone & free from impurities) in 50 Kg. pack	75 Quintals	
18.	Suji	Delhi Flour Mills per Kg.	300 Kg.	
19.	Suji	Ashoka	150 Kg.	
20.	Suji	Rajdhani	150 Kg.	
21.	Besan	Rajdhani in 35 Kg. packing	45 Quintals	
22.	Besan	Pan Baand	As per requirement	
23.	Besan	India Gold	As per requirement	
24.	Atta	Raj Dhani Brand or Shakti Bogh/Ashirwad 5-10 Kg. packing	500 Kg.	
25.	Dry Matar	Clean with of good quality (sample req.)	500 Kg.	
26.	Charva	Clean with of good quality (sample req.)	200 Kg.	
27.	Charva	M.P. Gold - Jadugar Clean with of good quality (sample req.)	100 Kg.	
28.	Corn Flour	Amar Brand ½ Kg.	50 Kg.	
29.	Corn Flour	Weak Field	25 Kg.	
30.	Corn Flour	Brown Polsan	25 Kg.	
31.	Corn Flour	Sun,	50 Kg.	
32.	Corn Flour	Anil	50 Kg.	
33.	Corn Flour	Raja Ram	50 Kg.	
34.	Corn Flour	Brown & Polson in 1 Kg pack	100 Kg.	
35.	T-300 Improver	Burn Phillips Company per Kg	200 Kg.	
36.	Stay Fresh	Burn Phillips Company per Kg.	100 Kg.	
37.	Cherry	K. K. Kasgani/ Nutrine Bombay per Kg.	800 Kg.	
38.	Custard Powder	Bhayana/Classic-Arvind Product in 1 Kg. packing ½ week field – Brown Palson	150 Kg.	

39.	Custard Powder	Brown & Polson in 1 Kg. packing	150 Kg.	
40.	Custard Powder	Weak Field	150 Kg.	
41.	Baking Powder	Brown Polsan	100 Kg.	
42.	Baking Powder	Backsilled in 1 Kg. packing (sample req.)	100 Kg.	
43.	Corn Flour	Classic/Bhayana in 1 Kg pack	100 Kg.	
44.	Potato	Bombay/Indore/Pathankot/Chikmanghur Hassan (Banglore) as per season	As per requirement	
45.	Caustic Soda	Good Quality	As per requirement	

**SIGNATURE AND SEAL OF THE FIRM**

**AGREEMENT**

An agreement made this \_\_\_\_\_ day of \_\_\_\_\_ between **M/s**

\_\_\_\_\_ (hereinafter called the “**Contractor**” which expression shall, unless excluded by or repugnant to the context, be deemed to include his/their heirs, executors, administrators, successors and assignees) of the One Part and the **Superintendent, Central Jail No. 2, Tihar** (hereinafter called the “Jail Department which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors in office and assignees) of the Other Part.

Whereas the Jail Department has invited tenders for the supply for the Factory Items to Central Jail No. 2, Factory, Tihar, New Delhi and whereas the Contractor submitted the tender which was accepted by the Jail Department.

And whereas the Contractor, at the request of the Jail Department has agreed to supply the items as detailed in the Schedule (Annexure) (hereinafter called “the said Schedule”) at the rates specified against each on the terms and condition hereinafter appearing.

**NOW THOSE PRESENT WITNESSES AND THE PARTIES HERE TO HEREBY AGREE AS FOLLOWS:**

1. That the Contractor has agreed to supply the prescribed standard articles as mentioned in the schedule.
2. That this agreement shall be valid up to 31<sup>st</sup> March, 2009.
3. That the contractor shall deposit with this Agreement a Sum of **Rs.** \_\_\_\_\_ (Rupees \_\_\_\_\_ only) in a scheduled Bank as security money duly placed in favour of **Tihar Baking School, Central Jail No. 2, Tihar, New Delhi** in the prescribed period.

The security will be calculated on the basis of the following:

- a) 10% of the total amount of the Contract up to a contract of Rs. 10,00,000/- (Rupees Ten Lacs Only).
  - b) Above a contract of Rs. 10,00,000/- (Rupees Ten Lacs Only) the security money will be minimum Rs. 1,00,000/- (Rupees One Lac Only) or 5% of the total contract amount which ever is more.
  - c) The payment will be made to suppliers within 30 days after receipt of the bill.
4. That the Contractor shall supply their requisite articles to the Jail Department at the premises of Central Jail No. 2, Tihar, New Delhi, as per directions/supply orders issued by Jail authorities from time to time.
  5. That rates quoted by the contractor and accepted by the Jail Department include charge such as cartage, octroi, local taxes and sales tax including **VAT** (in case imposed by the Government).
  6. That the Jail Department would not be liable to pay any further charges towards any other expenditure incurred by the Contractor and any fluctuations in the market and taxes are at the cost of supplier.

7. That it will be the responsibility of the Contractor to supply articles as mentioned in this schedule as per requirement of the Jail Department from time to time. The supply be made on all working days between 12 Noon to 3:00 P.M. to the authorized officer of the Jail Department.
8. That the contractor shall satisfy himself of all matters affecting the delivery of the supplies. No extra charges incurred will be allowed as consequences of wrong delivery misconstruing of terms and conditions of Agreement or otherwise.
9. That if the Contractor fails to complete the supplies by specified date, time and place, the Contractor shall be liable to pay a penalty @ 10% of the total amount contracted by him. The penalty will be subject to the maximum of the security amount deposit by the Contractor or amount of risk purchase, whichever is higher, besides any other appropriate action by the Jail Administration.
10. That in case the Contractor fails to complete the supplies in whole or in part by the specified date and does not make any supply even thereafter, the entire amount of security shall stand forfeited. The Jail Department shall purchase the requisite articles from the open market or from any other source and get the rest of contract completed by any person or firm. Such purchase shall be made at the risk and cost of the Contractor and the Contractor shall be liable to pay the difference in price, if any, through pending bills/payment and security deposit.
11. That the Contractor shall replace the articles/items on being found to be defective or that of inferior quality, at his cost within three days in case if it is not replaced, Jail authorities will have recourse to risk purchase at the cost of supplier.
12. Wherever **BRAND** is mentioned, Supplier has to supply according to the brand/specifications/samples. In case of doubt regarding quality/packing of the branded items also, the same may be got tested at the approved lab at the cost of supplier. Where the **BRAND** is not mentioned, the supplier will ensure that he will supply material according to standard and the same will be got tested at the Laboratory at the cost of the supplier. And in case, the same is not meeting the standard/quality, necessary action as deemed fit will be taken as per law.
13. The supplier shall supply the material within 15 days of receipt of order. In case he fails to supply, suitable penalty may be imposed and the Risk Purchase at the cost of supplier will be made.
14. The Jail Authorities reserve the right to requisition the material in part or full or as per the schedule and may not requisition any material in case there is no demand. The Transport Cost will be borne by the supplier and it is based on FOR at Tihar Baking School which is located with in the Central Jail No. 2, Tihar.
15. The supplier has to follow the timings of Jail Factory and follow strict security guidelines wherever it is required. The unloading of material will be the responsibility of the Supplier. However, at the time of unloading, the labour of Jail inmates be preferred on payment basis as per the wage structure.
16. The Bill will be considered for payment after execution of the agreement and as per terms and conditions of the tender and fulfillment of other legal requirements.
17. The requirement and supply order will be made throughout the year from time to time depending upon storage facilities, safety measures, movement of vehicles, demand of the Bakery items, etc. Quantity to be supplied will also be intimated from time to time for

the Financial Year and also for any other period agreed in the agreement beyond **March 2009**.

18. The Jail Administration can drop the requisition of one or more items in case if there is no demand/budget/unforeseen security threats/law and order problem within jail/any other extraordinary situation.
19. In case, if the supplier fails to supply the items within 15 days from the initial date of supply order, the Jail Administration will resort to Risk Purchase at the cost of supplier without giving any further notice, since the prisoners cannot be kept without work.
20. In case any latent defects are detected in due course, the same has to be replaced at the cost of the supplier.
21. That in case of any dispute and differences regarding imposition of penalty of forfeiture of security due to late/non-supply of goods by the contractor, the decision of the Jail Department shall be final and binding on the Contractor.
22. That the Contractor shall intimate the Jail Department the name of the authorized representative who shall come to the Jail premises for execution of order and will get Identity Card issued in his name.
23. That the Contractor shall submit the monthly bills for comparison with the Superintendent, Central Jail No. 2 and the Stock Register maintained in the office of the Superintendent (CJ-2). The payment of the bills will be made to the Contractor by the Tihar Baking School and the Contractor shall refund any amount overpaid immediately on being informed by the concerned official of the Jail Department.
24. That the rates offered shall be valid up to **31.03.2009**. However, the same can be extended up to maximum period of three months and the contractor has to supply the articles in the extended period at the rate quoted in the schedule.
25. That the amount of the security shall remain with the Jail Department for a period of 6 months after the execution of the final supply order and the Contractor shall not be entitled to any interest from the Jail Department for the security deposit.
26. That the powers exercisable, functions to be discharged in terms and conditions and contents of this deed in relation to the Jail Department shall be exercised and discharged by the D.G. (PRISONS) Delhi or by other officer so specially authorized by him in his behalf.
27. That the stamp duty/other charges payable under, in respect of this Deed shall be borne by the Contractor.
28. Quantities of each item shown in Annexure 'A' are approx requirement and can be increased or decreased by 50% at any stage till the delivery of consignment is complete depending upon the actual requirement of the Jail department.
29. That all the disputes are subject to jurisdiction of Delhi Courts only.
30. That all the disputes and differences arising out of or in a way touching or concerning this Agreement (except those decisions which are otherwise hereinbefore provided for) shall be referred to the sole arbitration of any person nominated by the D.G.(PRISONS).

There will be no objection to any such appointment that the arbitrator so appointed is a Jail Department Servant. The award of the arbitrator so appointed shall be final and binding on the Contractor.

IN WITNESS WHEREOF, the parties hereby have signed this Agreement Deed on this \_\_\_\_\_ day of \_\_\_\_\_ herein above mentioned.

Signed and delivered by  
\_\_\_\_\_ of M/s  
\_\_\_\_\_  
with the Seal of the Firm

WITNESSES:

1. \_\_\_\_\_
2. \_\_\_\_\_

**Signed on behalf of the Lt. Governor, Delhi**

T. R. No. : \_\_\_\_\_

Price : Rs. 500/-

Dated : \_\_\_\_\_

(Non-refundable)

## UNDERTAKING

**The Superintendent,  
Central Jail No. 2, Tihar,  
New Delhi – 110 064**

**Sir,**

1. The undersigned certifies that I have gone through the terms and conditions enclosed with the tender and undertake to comply with them. The rates quoted by me/us are valid to and binding on me/us for acceptance for the period **w.e.f.** \_\_\_\_\_ **to** \_\_\_\_\_.
2. I/We, the undersigned hereby bind myself/ourselves to Lt. Governor Delhi to supply the article(s) mentioned in the Annexure – “A” to Central Jail Factory, Tihar during the period under contract commencing **from** \_\_\_\_\_ **to** \_\_\_\_\_.
3. I/We will supply article(s) of the best quality and kind as per the requirement of the Jail Department. The decision of the Superintendent, Central Jail No. 2, Delhi (Hereinafter called the said officer as regard to the quality and kind of article(s) shall be final and binding on me.
4. In case of any delay on my part or on the part of my agent, who fail to supply article (s) at the appointed place and time, the Superintendent (Jail) shall be empowered to forfeit the earnest/security money deposited.
5. In case, I/We fail to supply the approved quality article(s) the supply is made from any other source, the extra amount paid shall be deducted from the earnest money/pending bill/surety amount deposited by me/us.
6. In case, the article(s) is found of inferior quality, it shall be replaced by me/us within three days to prevent inconvenience.
7. I/We hereby undertake to supply the item(s) during the validity of tender as per directions given in supply order within stipulated period positively.
8. I/We shall execute an agreement on Stamp Paper worth Rs. 50/- along with security amount if my tender is accepted, within 10 days of the acceptance of tender.
9. I/We agree with the conditions herein contained which shall form part of the agreement.
10. If I/We fail to supply the stores within stipulated period, the Jail Department has full power to compound or forfeit the Earnest Money/Security Money.
11. I/We declare that no legal/financial irregularities are pending against the proprietor/partner of the tendering firm.
12. I/We undertake that the item(s) supplied will be as per sample/specifications given in the tender form.



13. Affidavit that no inquiry/criminal proceedings/black listing is pending or contemplated against the firm is also enclosed.
14. I/We further undertake to bear the full amount of any loss and expenses incurred by the Jail Department. On Account of failure to execute the tender within specified period of time.

**SIGNATURE, NAME &  
SEAL OF THE TENDERER**

**Place :** \_\_\_\_\_

**Date :** \_\_\_\_\_

T. R. No. : \_\_\_\_\_  
Dated : \_\_\_\_\_

Price : Rs. 500/-  
(Non-refundable)

**THE SUPPLIER MUST ATTACH THE FOLLOWING DOCUMENTS/  
CERTIFICATES ALONG WITH THE TENDER FORM**

1. Certificate of Sales Tax/VAT Registration (Attested Copy)
2. Certificate of Clearance of Income Tax/PAN (Attested Copy)
3. E.M.D. as per Para 2 of the tender form.
4. Affidavit on Stamp Paper of Rs. 10/- that no enquiry / criminal proceeding / black listing is pending or contemplated against the tendered.
5. The Terms and Conditions on the tender, duly accepted.
6. The demand draft of application fees be attached with the tender form, in case the tender form is downloaded from the web.
7. TIN No. \_\_\_\_\_ .
8. PAN No. \_\_\_\_\_
9. C.A. Certificate showing turn-over for the financial year 2006-2007 and 2007-2008.