

Notice inviting tender

PUNJAB STATE GRAINS PROCUREMENT CORPORATION (PUNGRAIN)

Online e-Tenders under two bid system i.e Technical Bid and Financial Bid are invited from private Security agencies registered with Director General Resettlement(DGR)/ ADGP security for deputing security guards at various Storage points/godowns/plinths of Pungrain in all districts of Punjab.

Online bids can be submitted from 10:00 A.M on 27.12.2017 till 05.00 P.M on 16.01.2018. The Technical bids will be opened on 17.01.2018 at 10:00 A.M in the office of M.D.Pungrain in the presence of bidders who may wish to be present. The Financial bids of technically qualified bidders will be opened on 19.01.2018 at 10:00 A.M.

Important dates		
Submission of Bid starts from:	27.12.2017	10:00 AM
Submission of Bid closes on:	16.01.2018	05:00 PM
Opening of Technical Bids:	17.01.2018	10:00 AM
Opening of Financial Bids:	19.01.2018	10:00 AM

The terms and conditions of the tender are available on the website www.foodsuppb.nic.in.

The tender form along with detailed terms & conditions can be downloaded from e-Tender portal of Punjab Infotech i.e. <https://etender.punjabgovt.gov.in> on payment of Rs. 10,000/- per Tender form (non-refundable).

For participating in the above e-Tender, the Tenderers shall have to get themselves registered on e-portal of Punjab infotech i.e <https://etender.punjabgovt.gov.in> and get user-ID and password for which applicant has to pay one time registration fee.

Class 3 Digital signature certificate (DSC) and encryption certificate is mandatory to participate in the e-Tendering process.

For any clarification/ difficulty regarding e-Tendering process, tenderers can contact helpdesk at phone number 080546-28821, 092572-09340,0172-5035985,or through e-mail at etender.helpdesk@punjabinfotech.in / etenderhelpdesk.pictc@gmail.com.

Note: The tenders will be accepted through e-Tendering only. Any further communication will be done through e-Tendering site in form of addendum/ corrigendum.

Managing Director, PUNGRAIN

IMPORTANT INSTRUCTIONS

1. Bids will only be submitted online in the prescribed tender format. Bids which are not submitted in the prescribed form and/or without deposit of earnest money or any other deviation from the terms and conditions of the tender notice shall be rejected outrightly.
2. This E-tender form fee is not transferable and is non-refundable. Subletting of contract is not allowed under any circumstances.
3. No Tenderer is exempted from furnishing the Earnest Money Deposit (EMD) under any circumstances.
4. The Technical bids shall be opened **on 17-01-2018 at 10.00 A.M.** in the Committee Room of Pungrain, Anaj Bhawan, Sector 39-C, Chandigarh. After the evaluation of the technical bids, the Financial bids will be opened on 19.01.2018 at 10:00 A.M of only those bidders who will qualify in the technical bid.
5. The tenderer(s) shall be at liberty to be present, in person or through their authorized representative(s) at the time of opening of the tender as specified in the Tender Notice. In case, authorized representatives are to be present, they must furnish the authority letter from the tenderer, on whose behalf they are representing otherwise they will not be allowed to participate in the opening of tender.
6. The tenderer must upload all the documents mentioned in the checklist/Technical bid proforma to qualify in the Technical bid.
7. Any attempt direct or indirect, to cast influence, negotiation on the part of the tenderer with the officials/authority to whom he shall submit the tender or the tender accepting officials/authority before the finalization of tenders shall render the tender liable for rejection.
8. Conditional tenders shall not be entertained under any circumstance and same shall be summarily rejected.
9. The tenderer must possess necessary permissions and licenses required for carrying out its obligations under as detailed in the terms and conditions of the tender.
10. In case of violation of any terms and conditions, earnest money shall be liable to be forfeited in full by the Managing Director, PUNGRAIN.

TERMS AND CONDITIONS

1. The contract shall be awarded initially for a period of one year, which is further extendable annually up to a maximum period of 3 years (including the initial year of one year) on the same rates, terms and conditions accepted by the tenderer subject to satisfactory performance of the services and statutory compliance of all the terms and conditions. This will, however, be further subject to the approval of the competent authority. The requirement of number of security guards may vary from season to season and even from month to month. The PUNGRAIN shall be at liberty to increase/decrease the number by giving three weeks' notice.
2. During the period of contract, the Security Guards to be provided by the Service provider/Security agency shall protect our Foodgrains, Stock articles, Materials, Equipments and Property/premises etc and the service provider will make good for any loss caused to the PUNGRAIN due to the negligence of its Security Guards.
3. The Security Guards provided by the Service provider will be the employees of the service provider only for all intents and purposes. The persons so deployed shall be under the overall control and supervision of the Service Provider. The Service Provider shall take all reasonable precautions to prevent any unlawful act or disorderly conduct of his employees so deployed for the preservation of the peace and protection of persons and property of the PUNGRAIN.
4. The service provider shall pay minimum wages to the Security Guards as prescribed by the Punjab Government from time to time during the period of Contract. Whenever minimum wages are revised by the Govt., the wages payable to the security guards shall be proportionately increased/revised.
5. The payment of wages to the Security Guards should be made by the Service provider directly into the bank accounts of security guards by 7th of every month. The Service provider shall submit a certificate to this effect to the District Manager, Pungrain of the concerned district by 10th of every month.
6. The Service Provider shall obtain, at its cost, insurance cover for all the Security Guards and also shall be mandated to comply with the provisions of the

Workmen Compensation Act, 1923 so as to provide the due benefits to the Guards under this Act in the event of their death or disablement while in service.

7. The Security Guards provided by the Service Provider shall be given minimum wages, 1/6 holiday/Sunday, PF, ESI, Bonus @ 8.33% and 15 days Earned Leave/Festival holidays in a year and charges thereof monthly basis should be indicated separately. The Service Provider shall deploy his employees in such a way that they get weekly rest and other holidays/National holidays, as admissible under various Labour Laws applicable in this regard, by keeping the required number of leave reserves so as to ensure smooth functioning. The service provider shall also ensure that the working hours of the security guards are as per prescribed norms. The records related with payment of wages and other statutory allowances/benefits like EPF, ESI etc by the service provider shall be liable to be audited by any officer/agency authorized by MD PUNGRAIN for this purpose.
8. The service provider/security agency must have registration with the Labour department, valid EPF account and ESI registration to be eligible for the contract. It will be the responsibility of the Security Agency to follow/comply with all the legal provisions under relevant labour laws and enactments. The Security agency shall ensure deposit of Provident fund, ESI/Group Insurance, Labour Welfare Fund and any other statutory payment/taxes as applicable and revised from time to time which will be reimbursed to the security agency only after submission of the evidence regarding the deposit of same for the previous month.
9. EPF and ESI of the security guards deployed with PUNGRAIN shall be deposited by the Service Provider with the concerned Authorities on a monthly basis and the challan(s) duly verified by the concerned Authorities along with the name of employees shall be submitted to DM Pungrain at the time of reimbursement of the wage bill of the subsequent month. The Account numbers and Account deposit details in respect of all employees of the security provider working for PUNGRAIN shall also be submitted every month and the service provider shall be solely responsible for the civil/criminal liabilities or other penalties for non-compliance of the statutory obligations.

10. The Service provider shall submit the latest Police Clearance Certificate along-with character and antecedent verification certificate of all the security guards to be deployed by it in a district to Concerned District Manager, Pungrain, before/on deployment of security guards.
11. The service provider shall provide two sets of pant and shirt, cap or turban, as the case maybe, one woolen jersey (in winter) a pair of shoes, lyne yard with whistle, beret belt, badge and name plate to each security personnel deployed by them. The service provider shall also keep rain coats/woolen over coats (three each) for use by the Security Guards for patrolling duty during rainy/winter season. It will be the responsibility of the Service Provider to provide the uniform to its persons and expenditure on this account shall be borne himself by the Service Provider. The wearing of uniforms by the persons of the Service Provider deployed on duty in the PUNGRAIN shall be compulsory. If any person, while on duty, is found without uniform, penalty shall be charged @ Rs. 50/- per person per day for each lapse and the amount of penalty will be recovered from the monthly bill of the Service Provider. The DM Pungrain, however, may increase the amount of penalty in case(s) of repeated defaults as deemed fit.
12. The service provider shall provide physically & mentally fit, active, smart and literate security Guards and give them proper training before placing their services at our disposal. Preference should be given to all such employees who are duly trained from the various security training colleges in the State/Country
13. The service provider shall ensure that there is no shortage of manpower at anytime during the contract and also that Guards do not have to work extra time.
14. No shelter/accommodation will be provided by PUNGRAIN.
15. The service provider should have the required license under the Contract Labour (Regulation and Abolition) Act, 1970 and submit a copy of the same to PUNGRAIN.
16. The Service Provider shall be required to deposit Security equal to 10% of the total annual value of the contract period in the form of Fixed Deposit Receipt or Term Deposit Receipt from any of the Scheduled Commercial Banks in an acceptable form drawn in the name of Managing Director, Pungrain, payable at

Chandigarh, which shall remain valid for 3 years i.e. covering the total period of contract including 2 years up to which this Service Contract may be extended.

17. The contract shall be terminable on one month's notice to either side or by payment in lieu of notice period. However PUNGRAIN reserves the right to forfeit the security money in case services are found to be unsatisfactory and no improvements are made in spite of written notices & thus leading to termination of the contract on account of unsatisfactory services of the service provider.
18. That the M.D Pungrain shall also have, without prejudice to other rights and remedies, the right in the event of breach of contract to terminate the contract forthwith and to get the work done for the unexpired period of the contract at the risk and cost of the service provider or forfeit the security deposit or any part thereof for the sum(s) due for any damages losses/charges, expenses or costs that may be suffered or incurred by the Pungrain due to negligence or un-workman like performance of any other services of the service provider under the contract.
19. That the service provider/security agency shall be responsible to supply adequate and sufficient security personnel guards purely as per seasonal/monthly requirement of Pungrain under the contract in accordance with the instructions issued by the Managing Director or an officer acting on his behalf. If the security agency fails to supply the requisite number of security persons, the M.D. Pungrain shall at his own discretion, without terminating the contract, be at liberty to engage security persons at the risk and cost of the security agency who shall be liable to make good to the Pungrain all additional charges, expenses, cost of losses that the Pungrain may incur or suffer thereby.
20. That in the event of the termination of the contract the MD Pungrain shall have the right to forfeit/revoke the entire or part of the amount of security deposited by the security agency or to apportion the security depositor any part thereof in or towards the dissatisfaction of any sum due to be claimed for any claim losses, charges, expense or damages cost of that may be suffered or incurred by the Pungrain. The decision of the MD in respect of such damages, losses, charges, costs or expenses shall be final and binding on the security agency.

21. The Pungrain shall have absolute rights and powers for forfeiture of security deposits in case of breach of any clause of this agreement and no claim whatsoever on this account shall be entertained.
22. That the service provider shall report promptly in case of any theft, burglary/dacoity or Pilferage that takes place or any attempt made to the effect, to the AFSO/In-charge of the concerned storage point, Distt. Manager/General Manager etc. The lodging of the FIR with the police will be responsibility of the Pungrain. Failing supply of such information the security agency shall be liable for all losses of Pungrain stocks, stock articles, property & other material, along with interest thereon on account of theft or pilferage, expenses suffered or incurred by the Pungrain due to the negligence and un-workman like performance of any of his staff under this contract or breach of any terms thereof or damages/losses occurred to the Pungrain or in particular to any property or plant etc., belonging to the Pungrain due to the negligent act of the security agency themselves or their employees/staff.
23. That the security agency will maintain two separate certified registers for inward and outward movement of the goods giving details as per specified columns of the registers. No stocks of foodgrains and stock articles will either be removed out or entered into the premises of the storage points without proper gate pass /cart slip duly signed by the Inspector Incharge of the storage point. Another register shall be maintained for entering the names of the persons, date, time and reasons for opening and closing of the godowns and/or the premises of the storage point. The register shall be signed jointly by the security agency and Pungrain officials authorized for the purpose. The list of such authorized officials will be provided by the concerned Pungrain District Manager/ General Manager/ AFSO.
24. That the security agency shall whenever required, produce or ensure to be produced for examination by the MD Pungrain or any other officer of the Pungrain assigned by him on his/her behalf any record, other books of Accounts, returns, vouchers, receipts, letters, memorandum or any copy of extract from any such documents as may be required. The decision of the MD Pungrain on the

question of the relevancy of any document / information or return shall be final and binding on the security agency and it shall produce documents, information and returns at such time and place as may be directed by the Managing Director Pungrain or his nominee.

25. That the security agency shall provide only competent and trained security guards/ex-servicemen as security personnel to the satisfaction of the MD Pungrain or an officer acting on his behalf. The security agency shall be responsible for the good conduct of their employees and shall compensate the Pungrain for losses arising from neglect, carelessness, want of skill or misconduct of themselves, their employees or agents or representatives. The MD Pungrain shall have the right to ask for the dismissal of any employee of the service provider who, in his/her opinion is hampering the smooth execution of the work and his decision regarding losses caused by neglect and misconduct etc. of the security agency (their servants and agents or representatives shall be final and binding to the agency).
26. The service provider should have adequate capital, necessary skills, knowledge, expertise, infrastructure and all such systems and procedures in place to prove its capacity and capability to perform its obligations in accordance with the terms of this Agreement to the satisfaction of the Pungrain.
27. The Service Provider is required to commence the Services/Activities within 15 (fifteen) days from the date of issue of letter of intent for the award of contract. In the event of failure, a penalty@1% (one percent) per day of the total monthly value of contract shall be imposed from the date of issue of letter of Intent *for* non-commencement of the Services/Activities subject to the condition that in no case it shall exceed 10% of the total annual value of the contract. In case, the Service Provider fails to commence the Services/Activities within 30 days from the date of issue of letter of intent, it will be presumed that he is no more interested in taking over this Service Contract and the letter of Intent shall be treated as cancelled at the risk and cost of the Service Provider and his entire deposits including Earnest Money Deposit (EMD) shall stand forfeited.

28. Recruitment/removal of Manpower for Round the Clock Security to be deployed at storage point during the period of this Agreement shall be the sole responsibility of the service provider. The field staff officials of Pungrain shall have no participation in the recruitment of security guards/personnel by the service provider. Further, the Service Provider shall issue appointment letters clearly stating the terms of appointment of the personnel employed by the service provider and immediately communicate the list of his employees indicating their Name, age, parentage, Aadhaar number, residential address and terms of appointment etc. in respect of each employee engaged by him on the date of deployment in Pungrain as well as any subsequent changes, if any, of his employees. Whenever any security personnel is relieved or leaving the job or whenever new recruitments are done by service provider during the period of contract the complete details of the same will be intimated to the concerned district office and Pungrain HQs.
29. The Service provider/security agency shall not depute any security guard at any other place/organization after his duty hours meaning thereby that any security guard working simultaneously at two locations/shifts/organizations shall not be allowed under any circumstances.
30. On taking over the responsibility of providing the aforesaid services, the Service Provider shall formulate the mechanism of deployment of Security personnel and submit the monthly duty assignment /roster of their deployment at all designated locations/plinths/godowns in the PUNGRAIN to the concerned DM Pungrain/ Officer-in-charge of the said services for approval. He shall visit the office of PUNGRAIN in order to interact with DM Pungrain/MD Pungrain for ensuring effective arrangements at his level and keep on reviewing his arrangements from time to time and take additional measures, if any, required to be taken to further streamline the said arrangements. He shall further ensure that no person shall be deployed on double duty except in the emergent circumstances with the prior approval of the Officer-in-charge. The Service Provider as well as the persons deployed by him on duty shall be duty bound to carry out the directions/instructions given to them by the DM Pungrain / MD Pungrain or any

other officer authorized to do so by the MD Pungrain in this regard from time to time. Any dereliction from such obligation shall be considered as breach of the terms of this Agreement.

31. The DM Pungrain / MD Pungrain or any other officer(s) so authorized by any of them shall be at liberty to carry out any surprise check on the working of the person(s) so deployed by the Service Provider in order to ensure that the required numbers of person(s) are deployed and that they are performing their duties efficiently and satisfactorily. In case, any person so deployed by the Service Provider does not come up to the mark or perform his duties improperly or indulges in any unlawful act or disorderly conduct, the Service Provider shall take suitable action against such employees. In case of any complaint/defect/deficiencies so pointed out by the said authorities in writing, the Service Provider shall immediately attend to the same and replace the particular person(s) so deployed.
32. The Service Provider shall issue Identity Cards indicating his Trading Style (Insignia) at his own cost, to personnel deployed for rendering the services in PUNGRAIN and may be inspected at any time by the officers so authorized by the DM PUNGRAIN. The PUNGRAIN may refuse the entry into its premises to any personnel of the Service Provider not bearing such Identity Card or not being perfectly dressed in uniform.
33. In case any of the persons so deployed by the Service Provider does not come upto the mark or does not perform his duties satisfactorily or indulges in any unlawful act or misconduct, the Service Provider shall take suitable action against such person on the direction of the DM Pungrain or MD Pungrain or any other officer so authorised in this regard and should submit compliance report within 7 days positively.
34. It is understood between the parties hereto that the Service Provider alone shall have the right to take disciplinary action against any person(s) and such an action of the service provider against any of his employee shall not raise any dispute and/or claim ,whatsoever, against PUNGRAIN. Under no circumstances, PUNGRAIN will be deemed or treated as the employer in respect of any

person(s) engaged/employed by the Service Provider for any purpose, whatsoever, nor would the PUNGRAIN be liable for any claim(s) whatsoever, of any such person(s).

35. The Service Provider shall ensure that the persons so deployed by him in PUNGRAIN shall have to conform to the Rules, Regulations, Discipline and Conduct of PUNGRAIN from time to time. In case of any deficiency in services or disobedience by the persons so deployed by the Service Provider, the MD Pungrain shall be at liberty to impose a penalty upto Rs. 10000/- for each such lapse after giving him an opportunity of being heard in person. The decision of the MD Pungrain shall be final and binding on the Service Provider. The PUNGRAIN shall have further right to adjust or deduct the aforesaid amount from the payment to be made to the Service Provider under this Agreement or out of the Security Deposits of the Service Provider.
36. The Service Provider shall keep the property of PUNGRAIN indemnified through a Fidelity Bond of Rs. 5000/- (Rs. Five thousand only) issued by a nationalized General Insurance Company against any loss by way of theft, fire, riots, mishandling, acts of omission, commission, negligence or otherwise and the claims whatsoever by persons deployed by the Service Provider for the execution of this Agreement. In case any employee of the Service Provider so deployed enters into dispute/litigation of any nature whatsoever, it shall be the sole responsibility of the Service Provider to contest/defend the same at his own cost. In case PUNGRAIN is also made a party and is required to contest the case, the entire cost on this account shall be borne by the Service Provider himself and he shall ensure that no financial or other legal liability of any nature comes on PUNGRAIN in this respect.
37. In the event of failure of the Service Provider to provide the services or part thereof as mentioned in this Agreement for any reasons whatsoever, the PUNGRAIN shall be entitled to procure services from other sources at the risk and cost of Service Provider and he shall be liable to pay forthwith to PUNGRAIN the difference of payments made to such other sources besides damages at double the rates of payment.

38. In the event of exigencies arising due to the Death, Infirmity, Insolvency etc. etc. of the Service Provider or for any other reason or circumstances, liabilities of the Service Provider shall be borne by the following on such terms and conditions, as the MD Pungrain may think proper in public interest.
- 1) Legal heirs in case of sole proprietor,
 - 2) The next Partners, in the case of Partnership firms, Directors & other persons responsible for managing day to day affairs of company.
 - 3) Otherwise the MD Pungrain shall reserve the right to settle the matter according to the circumstances of the case, as he may think proper.
39. The Service Provider shall not claim from PUNGRAIN any damages, costs, charges, expenses, liabilities etc. arising out of performance/non-performance of services, which it may suffer or otherwise incur by reason of any act of omission, commission, negligence, default or error in judgment on part of itself and/or its personnel in rendering or non-rendering the services under this Agreement.
40. The contract may be terminated in any of the following contingencies:-
- A) On the expiry of the contract period, without any notice;
 - B) By giving one months' notice in case:
 - i) The Service Provider consistently provides unsatisfactory services.
 - ii) The Service Provider assigns the Services/Activities or any part thereof to any other person for sub-letting the whole or a part of the Services/Activities.
 - iii) The service provider fails to comply with the provisions of the labour laws.
 - iv) If Service Provider commits breach of any covenant or any clause of this Agreement, PUNGRAIN may send a written notice to Service Provider to rectify such breach within the time limit as specified in such notice. In the event Service Provider fails to rectify such breach within the stipulated time, the Agreement shall forthwith stand terminated and Service Provider shall be liable to pay the losses or damages on account of such breach to PUNGRAIN
 - v) The PUNGRAIN shall have the right to immediately terminate this Agreement, if the Service Provider becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an agreement for the benefit of creditors. Provided that during the notice period

for termination of contract, the Service Provider shall continue to provide the services smoothly as before till the expiry of notice period.

41. It shall be the duty of the Service Provider to remove all the persons deployed by him on termination of the contract on any ground whatsoever and ensure that no person shall create any disruption/hindrance/problem of any nature to the PUNGRAIN and he should immediately handover the vacant possession of his storage point in PUNGRAIN to the authorized officer under his proper receipt.
42. The Service Provider shall furnish to PUNGRAIN all the relevant papers regarding its constitution, names and addresses of the Management and other key personnel of the Service Provider and proof of its registration with the concerned Government authorities required for running such a business of Service Provider. The service provider must be registered with DGR(Director General Resettlement)/ADGP Security Punjab and also should possess license under the PSARA(Punjab Security Agency Regulation Act) for all districts of Punjab. The service provider also must possess and submit a valid PAN and GSTIN.
43. The Service Provider shall always inform the PUNGRAIN in writing about any change in its address or the names and addresses of its key personnel(s). Further, the Service Provider shall not change its ownership during the period of his Service Contract with PUNGRAIN.
44. The service provider shall submit an undertaking that none of its directors/partners have been/are blacklisted or bankrupted by any Govt./Semi-govt./Co-operative organization to be eligible to participate for the contract.
45. The service provider must furnish a Solvency certificate not more than 15 days old, issued by any of the commercial banks in an acceptable form accounting to Rs. 50,00,000/- Lac (Rupees Fifty Lac only).
46. The service provider should have an average annual turnover of Rs 10 crore during the last three years and this turnover should be of the same nature of job which means that it should only be from the deployment of security personnel/services in various organizations/departments. The service provider shall provide ITRs for the last three years duly audited and certified from a CA along with the tender.

47. The service provider should have experience of atleast 03 years in the deployment of security manpower/services in various institutions/Organizations. It shall be required to submit experience certificate showing satisfactory performance in the supply of security manpower/services along with the list of such institutions(s)/Organization(s)
48. Phone shall be provided at all locations by the service provider in order to have communication with the security personnel at any time, if so required. Security agency will ensure that all security guards comply with instructions regarding usage of mobile applications or monitoring, if any developed by Pungrain during the contract period.
49. It would be mandatory for the service provider to set up and maintain at least one office in each division (i.e Ferozepur, Patiala and Jalandhar divisions) throughout the contract period so that the Pungrain officials and also the workmen employed by the Security agency can have access to the management of Security agency. The addresses and details of the personnel employed in in these offices to oversee the operations of security agency shall be provided to Pungrain.
50. It is understood between the parties hereto that during the course of this Service contract, the Service Provider may have access to confidential information of MD PUNGRAIN and he undertakes that he shall not, without PUNGRAIN 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 contract or earlier termination thereof.
51. The parties hereto have considered and agreed to and have a clear understanding on the following aspects.
 - a) This Agreement is on the principle to principle basis and does not create and shall not deem to create any employer-employee relationship between PUNGRAIN and the Service Provider. The Service Provider shall not by any acts, deeds or otherwise, depose before any person/entity that the Service Provider is representing or acting as agent of PUNGRAIN except to extent and purpose permitted herein.

- b) This Agreement is for providing the agreed services and is not an agreement for supply of contract labour. It must be clearly understood by the Service Provider that the persons employed by the Service Provider for providing services as mentioned herein, shall be the employees of the Service Provider only and not of PUNGRAIN. The Service Provider shall be liable to make payment to its said employees towards their statutory dues like Minimum Wages, Employee Provident Fund, Employees State Insurance, Labour Welfare Fund, Bonus, etc. as applicable under various Labour Laws for smooth execution of the Agreement.
 - c) The PUNGRAIN shall not be liable for any obligations/responsibilities, contractual, legal or otherwise, towards the Service Provider's employees/agents directly and/ or indirectly, in any manner, whatsoever.
52. The M D Pungrain can amend this Service Agreement or any part thereof at any time. However, such amendment shall be effective only when it is signed by the authorized representatives of both parties hereto.
53. In the event of any dispute related to the interpretation or rights or liabilities arising out of this Agreement, the same shall, at first instance, be amicably settled between the parties. If any dispute is not settled amicably, the same shall be referred to the sole Arbitrator i.e. the Principal Secretary Food & Supplies Department, Punjab Chandigarh. The award given by the Arbitrator shall be final and binding upon both the parties.
54. Any failure of omission or commission to carry out the provision of this Agreement by the Service Provider shall not give rise to any claim by one party, one against the other, if such failure of omission or commission arises from an act of God; which shall include all acts of natural calamities such as fire, flood, earthquake, hurricane, or any pestilence or from civil strikes, compliance with any statute and / or regulation of the Government, lockouts and strikes, riots, curfew, embargoes or from any political or other reason beyond the parties control including war (whether declare or not) civil war or stage of insurrection, provided that notice of the occurrence of any event by either party to the other

shall be given within two week from the date of occurrence of such an event which could be attributed to Force major conditions.