

TENDER FORM

**OFFICE OF THE DIRECTOR OF TECHNICAL EDUCATION AND INDUSTRIAL TRAINING,
PUNJAB, CHANDIGARH.**

Instructions to Tenders

1. Quotations must be enclosed in a properly sealed envelope addressed to the Director Technical Education and Industrial Training, Punjab, by designation and not by name. The quotations must be super scribed "Quotations for the supply of _____ during the year _____ as called for in tender notice, dated _____". The quotations must reach the Director Technical Education and Industrial Training Punjab, before _____ a.m./p.m. of the date mentioned in the tender notice.
2. In the event of the quotations being submitted by a firm it must be signed separately by each member thereof, or in the event of the absence of any partner it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, or in the case of a company the quotations should be executed in the manner laid down in the said company's Articles of Association. The signatures on the quotations should be deemed to be authorized signatures.
3. All the columns of the quotation form shall be duly, properly and exhaustively filled in. The rates and units shall not be over-written. Quotations shall always be both in the figures and words. The words "No quotation" should be written across any or all of the items in the schedule for which a tenderer does not wish to tender.
4. Any commission in filling the columns of "units" and 'rates" shall altogether debar a quotation from being considered.
5. All corrections must be signed by the tenderers.
6. Samples must be sent of all items quoted for even when specification or description are laid down. Such samples must be sent freight paid or delivered free to the Director Technical Education and Industrial Training, Punjab. Each sample should, bear a sealed label marked with the tender's name and address and reference to the item number in the Schedule. All instructions regarding the samples specified in the notice should be complied with. All samples except those against accepted quotations must be removed by the supplier on a date to be specified by the Director Technical Education and Industrial Training, Punjab, failing which the samples will become the property of Government and no claim therefore will be considered. Loss of samples or damage or wear and tear or injury by testing, exposure, experiment etc. shall be no ground for compensation in any form.
7. A sum of Rs. _____ must be deposited as security into a Government Treasury or Bank pledged to the Director Technical Education and Industrial Training, Punjab and the receipt must accompany the tender form without which it will not be considered. The said amount will be regarded as forfeitable to Government, if any successful tendered fails within the time fixed by the Director Technical Education and Industrial Training either to sign the contract on terms contained in the invitation for tender, its tender form and quotation form and condition of contract referred to the invitation of tender or to pay the additional security referred to in the next clause below:-
8. The Successful tenderers may be required to deposit in addition as security or Bank guarantee for due performance of the contract an amount equal to 10 percent of the approximate value to the estimated supply.
9. The Director Technical Education and Industrial Training, Punjab will have the right of rejecting all or any of the quotations without assigning reasons.
10. No tender will be considered unless and until all the documents are properly signed.
11. The quotation will be regarded as constituting an offer or offers open to acceptance on whole or in part or parts at the discretion of Director Technical Education and Industrial Training until the _____.
12. In the event of tender being accepted the quotations will be converted into contract which will be governed by the conditions in pages 3 to 6 read with these instructions.

Read and accepted.

Signature of the Tenderer/s

I/We hereby quote to supply the goods and _____ written schedule in the manner in which and within the time specified as set forth in the condition of contract of pages 3 to 6 at the rates given in the schedule below. The conditions on Pages 3 to 6 will be binding upon me/us in the event of the acceptance of my/our tender.

I/W herewith enclose deposit receipt for a sum of Rs. _____ as security money and should I/We fail to execute on agreement embodying the said conditions and deposit security as laid down in the form within 10 days of the acceptance of my/our tender. I/We hereby agree that the above sum of security money shall be forfeited to the Director Technical Education and Industrial Training, Punjab.

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SCHEDULE "A" OF RATES

1	2	3	4	5	6	7
Sr. No.	General description of stores	I.C. No. Specification	Tenders rate	Unit	Packing	Name of actual manufacturer and country of manufacture

All rates for delivery F.O.R.

Dated the day of 200

Signature

Address

.....

N.B. - Please do not forget to fill in all above columns.

SCHEDULE 'B'

CONDITIONS OF CONTRACT

This contract is to last from..... to but in the event of any breach of the agreement at any time on the part of the contract, the contract may be terminated summarily by the Director Technical Education and Industrial Training, Punjab without compensation to the contractor.

Any change in constitution of the firm shall be notified forthwith by the contractor in writing to the authority sanctioning the contract and such change shall not relieve any former member of the firm from any liability under the contract.

1. No new partner/partners shall be accepted into the firm by the contractor in respect of this contract unless he/they agree to abide by all its terms, conditions and deposit with the officer sanctioning the contract a written agreement to this effect. The contractor's receipt or acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be a sufficient discharge for any of the purposes of the contract.

2. The contractor will supply nothing but genuine articles, e.g described in column 2 of Scheduled "A", from time to time in such quantities as may be entered in the indents sent at the rates set forth in columns 3 of Schedule A for use in Offices/Institutions/Departments under the Administrative control of Government of the Punjab, as may be required by the indenting Officers, mentioned in Schedule there to annexed on behalf of the Government. Requisition from officers, not mentioned in Schedule thereto annexed should before compliance be sent in original to the Director Technical Education and Industrial Training, Punjab, for instructions and the officer concerned advised accordingly. No guarantee can be given as to the quantity which will be ordered during this period. But the purchaser undertakes to order from the contractor all stores as detailed in the Schedule "A" which he requires to purchase, except that he reserves to himself the right of placing the contract with one or more contractors as he may think fit and in consideration of this undertaking by Government the contractor binds himself not to revoke this contract during the said period. The quantities of stores given in the tender are approximate, only.

3. The articles to be supplied under this contract will be of the quality equal and answerable in every respect to the specification give in the list accompanying with the tender and approved by Director Technical Education and Industrial Training, Punjab. The contractor shall be responsible for all complaints as regard the quality. In case of dispute regarding quality of articles, the decision of the Director Technical Education and Industrial Training, Punjab, will be final and binding on the contractor. It will be open to the Director Technical Education and Industrial Training, Punjab, to send samples submitted by the tenderer/contractor to any laboratory for chemical analysis and the cost thereof will be borne by the Tenderer/Contractor.

4. The Director Technical Education and Industrial Training, Punjab, may by notice in writing call upon the contractor to supply additional articles to serve as sample, and upon such notice in writing the contractor shall at his own cost be bound to supply additional samples, such additional samples being in all respects of the same quality as the sample first supplied.

5. The contractor will be responsible for damage or loss in transit and replace goods broken or lost within 10 days from the date of notice thereof.

6. Unless when specially ordered otherwise in the order accompanying the indent all goods must be dispatched within 14 days of the receipt of indent by the contractor.

7. Conditions as to time for performance whether laid down herein or in any indent shall be always regarded as the essence of the contract.

8. The Director Technical Education and Industrial Training, Punjab or any other officer or person duly authorized in writing by him shall have the power to inspect the stores, before, during or after manufacture, collection, dispatch, transit or arrival and to reject the same or any part or portion after the written approval of the Director Technical Education and Industrial Training, Punjab if he or they be not satisfied that the same is equal or according to the sample submitted by the contractor. The contractor shall not charge or be paid for supplies rejected as above and such supplies shall be removed by the contractor at once and at his expense. He shall neither claim nor be entitled to payment for any damage that rejected supplies may suffer from any harm whatsoever incidental to a full and proper examination and test of supplies. Government shall be under no liability whatever for rejected supplies and the same will be at the contractor's risk. Rejected supplies shall be removed by the contractor within 10 days after notice has been issued to him of such rejection, and failing which removal rejected goods will be at contractor's risk and Government may charge the contractor rent for the space occupied by such rejected goods.

9. The contractor shall provide without any extra charge all materials, tools, labour and assistance of every kind which the aforesaid officer may consider necessary for any test or Examination which he may require to be made on the contractor's premises and shall pay all cost attendant thereon. In the case of stores inspected at makers premises the maker shall provide all facilities including testing appliances, for making necessary tests other than special test or independent tests. Failing these facilities at his own premises for making the test contractor shall bear the cost of carrying out tests elsewhere. The contractor shall also provide and deliver free of charge at such place as the aforesaid officer may direct such materials as he made require for tests by chemical analysis or independent testing machine. If for the purpose of determining the quality of stores the aforesaid officer finds it necessary to have the stores tested at the test house or laboratory, expenses incidental to the test shall be borne by the contractor. On the failure of the contractor to pay the expenses within ten days of the receipt of intimation in this office from the Director Technical Education and Industrial Training, Punjab shall have the right to deduct the amount from the security deposited by the contractor and if the amount so deducted is not deposited within 10 days, the Director Technical Education and Industrial Training may treat the default as a breach of the agreement and proceed under clause (i) of the agreement without further notice. Further, the aforesaid officer shall have the right to put all articles or materials to such tests as he may think proper for the purpose of ascertaining whether the same are in according to the specifications or sealed sample mentioned in the tender and to cut out or of destroy a portion not exceeding 2 percent from each delivery for such purpose. The quantity so cutout or off and or destroyed as aforesaid shall be replaced by the contractor free of charge.

10. Packing cases, containers, gunny packages, etc. which may be used for purposes of packing and which are delivered with stores will not be returned and paid for unless specially stipulated, and then at contractor's expense.

11. Unless otherwise specified in a requisition, bills for the whole of the goods referred to in each indent in triplicate, will be prepared and submitted by the contractor to the consignee for direct payment under intimation to the Director Technical Education and Industrial Training, Punjab. The full amount will be paid on receipt of stores in good condition after their verification as regards specification, etc.

Should the payment of any bill be not made within three months from the date of its submission, the party to whom the bill as forwarded should be addressed first. Failing satisfaction, the matter should be reported to the Director Technical Education and Industrial Training, Punjab. All such complaints should given -

- (i) the number and date of the requisition.
- (ii) the designation of the requisite officer.
- (iii) the designation and address of the consignee.
- (iv) the designation and address of the officer to whom the bill was sent by the contractor.
- (v) the number and date of the bill and date on which the bill was sent to the officer mentioned in (iv) above.
- (vi) full reference to reminders if issued.

12. (i) With every dispatch of goods or material under this contract, invoices, in triplicate, will be prepared by the contractor. Invoices, in duplicate, are to be sent by the contractor the duplicate to be returned by the consignee with the quantities or number received duly noted thereon and the third copy to be sent by the contractor to the Director Technical Education and Industrial Training, Punjab, for records in this office.

(ii) Railways Receipt will be forwarded to the consignee immediately after dispatch of stores. Should any demurrage charges be incurred owing to delay on the part of the contractor in forwarding the railway receipt, the amount of such charges will be deducted from the bill.

(iii) The contractor shall dispatch, material "Freight paid " in all cases where their officer is for destination. In the event of their failure to do so a penalty of 5 percent will be charged on the amount paid as freight by the consignee on their behalf.

(iv) The contractor will send to the Director Technical Education and Industrial Training, Punjab quarterly statement of the goods supplied under this arrangement in the following from:

Name of office	Indent No.	Names of articles	of	Quantity number and supplied where	or supplied to whom and	Value of supplies	of	Remarks
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Rs.

(v) All dispatches by rail will be made at railway risk at the expense of the consignee (except by firm who have quoted rates for any place in the Punjab) unit as the consignee gives instructions to dispatch at owner's risk in which case all responsibility for loss in transit will be with the consignee.

This is subject to the condition that the materials are securely packed by the suppliers in sound containers and the consignment is accepted by the carriers without out any adverse remarks as to the packing or the condition of the containers. In case of any adverse remarks, the responsibility with the losses in transit, will rest with the suppliers.

Subject to these conditions the contractor will not be entitled to charge or be paid for supplies broken, lost or damaged in transit. The Director of Technical Education and Industrial Training, Punjab, will be the authority to determine whether or not the breakage loss or damage was caused through the contractor's negligence and the decision of the Director of the Technical Education and Industrial Training, Punjab, or some other officer acting on his behalf shall be final and conclusive against the contract. Such rejected supplies shall be removed by the contractor at his own expense.

(vi) If during the currency of the contract the specification of any article or articles to be supplied there under the changed the contractor shall continue to comply with demands for the supply of the said article or articles in accordance with the new specifications at a rate to be mutually agreed to in writing at the time of such change and in default of such agreement the contract is so far as it relates to the said article or articles in respect of which no agreement has been arrived at, shall terminate but no such change shall affect the supply of any other articles under the contract or entitle the contractor to any compensation.

13 In the event of withdrawal or discontinuance of any article or article and consequent ceasing of or reduction in demand the contractor shall not be entitled to any compensation. Government will, however, make all reasonable endeavours to give warning of any impending complete withdrawal or of any reduction seriously affecting quantities likely to be required under contract.

14 The time for and date of delivery or dispatch stipulated in a supply order shall be deemed to be the essence of the contract and should be contractor fail to deliver or dispatch any consignment within the period prescribed for such delivery or dispatch, stipulated in the supply order, the delayed consignment will be subject to 2 percent penalty per consignment per month or a part of the month recoverable on the value of the stores supplied. In case of non-payment by the contractor recovery will be made from his bills or amount or earns money or security deposited with the Director of Technical Education and Industrial Training, Punjab, provided also that -

- (a) No recovery of penalty will be made if the delayed supplies are accepted by extending the delivery period by the consignee or the Director Technical Education and Industrial Training, Punjab.
- (b) The consignee will allow extension up to two weeks on the request of the supplier by recording in writing that the exceptional circumstances were beyond the control of the supplier and there was no loss to Government, but where the delay on the part of the supplier is more than two weeks the mater for extension of delivery period will be referred by the consignee to the Director of Technical Education and Industrial Training, Punjab, with a certificate that there are genuine reason for delay on the part of the supplier and that no loss will result to the Government in case extension in delivery period is allowed. The case will be decided on merits. The extension will be allowed by the Director on the certificate of consignee in each individuals purchase case exceeding two weeks but up to Eight weeks within the financial power delegated to him for the purchase of stores. In all other cases exceeding his financial power period of extension exceeding eight weeks the extension will be allowed by the Standing Purchase Committee Pb. 48 weeks and up to any financial limit irrespective of purchase powers delegated to the committee. No further extension will be allowed.
- (c) On the failure of the supplier to make supply within the extended period on receipt of such information in the office of the Director of Technical Education and Industrial Training, Punjab risk purchase at the cost of supplier will be made by the Director of Technical Education and Industrial Training, Pb. The difference of excess cost thus incurred will be recovered from supplier in a suitable manner, and even from his pending bills, earnest money or security whichever is available. This procedure will be adopted after sending registered notice to the supplier to supply stores within 15 days.

15. The contractor acknowledges that he has made himself fully acquainted with all the conditions and circumstances under which the supplier required under the contract will have to be made or furnished and with all the terms, clauses, conditions, specifications and other details of the contractor, and the contractor, shall not plead ignorance of any of those as excuse in case of complaint against or to rejection of supplies tendered by him or with a view either to asking for enhancement of any rates agreed to in the contract or to evading any of his obligation under the contract.

16. No payment will be made in advance for any supplies under this contract.
17. (i) The contractor shall not :-
- (a) Assign or sublet the contractor without written approval of the officers sanctioning the contract.
- (b) Disclose detailed of the conditions governing this contract to unauthorized person. (Indenting against this contract is permissible only for the bona fide use of Govt. department & Quasi Public & not for private parties for use of the Govt. officers.)
- (ii) In the event of the contractor failing duly and properly to fulfill or committing breach of any terms and conditions of this contract or repeatedly supplying goods liable to rejection hereunder or failing declining, neglecting or delaying to comply with any demand or requisition or otherwise not executing the same in accordance with the terms of this contract, or if the contractor or his agents or employees being guilty of fraud in respect of the contract or any other contract entered into by the contractor or any of his partners or representatives there of with Government directing, giving, promising or offering any bribes, gratuity, gift, loan, prerequisite, reward or advantages pecuniary or otherwise to any person in the employment of Government in any way relating to such officers or person or persons office or employment or if the contractor or any of his partners, become insolvent or apply for relief as insolvent debtor or commence any in proceeding or make any composition with his/their creditors or attempts to do so them without prejudice to government's rights and remedies otherwise Governments shall be entitled to terminate this contract forthwith forfeit the security and to black list the contractor and purchase or procure or arrange from Govt. stocks or otherwise at contractor's risk and at the absolute discretion of the Director of Technical Education and Industrial Training, Punjab, as regard the manner, place or time of such purchases, such supplies as has not been supplied or have been rejected under this agreement or the required subsequently be Government there under and incase where issues in replacement are made from Government's stock or supplies the cost of value such stocks or supplies together with all incidental charges or expenses shall be recoverable from the contractor on demand, and the contractor shall not be entitled to benefit from any profit which may thus accrue to Government.

The termination of this contract in whole or part under these conditions shall not be affected by the acceptance, meanwhile or subsequently of supplies acceptede or made at any station whether in ignorance of the termination or otherwise.

18 If any question, difference or objection whatsoever, shall arise in any way connected with or arising out of this instrument or the meaning or operation of any part there of or the rights, duties or liabilities of either party than save in so far as the decision of any such matter is here in before provided for and has been so decided, every such matter including whether is decision has been otherwise provided for and or whether it has finally decided, accordingly or whether the contract should be terminated or has been rightly terminated in whole or part and as regards the rights and obligation of the parties as the result of such termination shall be referred for arbitration to any officer appointed by Punjab Government acting as such at the time of reference and his decision shall be final and binding and where the matter involves a claim the amount if any awarded in such arbitration shall be recoverable in respect of the matter of referred.

19. If the price of a contracted article is controlled by Government, the payment will in no case be made at higher rate than the controlled rate.

IN WITNESS THEREOF the parties have here into set hands on the dates indicated below: -

1. (in the case of a firm)

Signed by the above named firm of _____ through _____
Partner of the firm.

Date : _____

Signature : _____

2 (In the case of company)

the seal of the _____ Company, Limited, was affixed by virtue of
the resolution of the Board No. _____ dated _____
the _____ day of _____ 200 .

SEAL

dated _____ Director's Signature

dated _____ Secretary's Signature

1 (In either case)

In the presence of (i)

(i) Signature

Address:

Description

(ii) Signature

Address:

Description

Signed by _____

Signature of _____

Date:

on behalf of the Governor of Punjab.