

## ANNEXURE -V

( Referred in para 4.1)

### TENDER FORM

#### DIRECTORATE OF SUPPLIES AND DISPOSALS, HARYANA

##### Instructions to Tenderers

- I Quotations must be enclosed in a properly sealed envelope addressed to the Directorate of Supplies & Disposals, Haryana ,by designation and not by name. The quotations must be superscribed "Quotation for the supply of \_\_\_\_\_ during the year" \_\_\_\_\_ as called for in tender notice dated \_\_\_\_\_.”The quotations must reach the Directorate of Supplies & Disposals, Haryana, before \_\_\_\_\_ A.M./P.M. of the date mentioned in the tender notice.
2. In the event of the quotation 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 persons holding a power of attorney authorising 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 shall be deemed to be authorised signatures.
3. All the columns of the quotation form shall be duly, properly and exhaustively filled in. The rates and units shall not be overwritten. 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 form being considered.
5. All corrections must be signed by the tenderers.
6. Samples must be sent of all items quoted for even when specifications or descriptions are laid down. Such samples must be sent freight paid or delivered free to the Directorate of Supplies & Disposals, Haryana. Each sample should bear a sealed label marked with the tenderer's name and address and reference to the items number in the schedule . All instructions regarding the samples specified in the notice should be complied with. All samples except these against accepted quotations must be removed by the suppliers on a date to be specified by the Director Supplies & Disposals, Haryana, 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. The tenderers shall deposit earnest money as specified in Schedule 'A', in the form of Call deposit receipt pledged to the Director Supplies & Disposals, Haryana or in online mode as specified in Schedule 'A'.

As specified in the Schedule 'A', the Earnest money must be deposited without which offer will not be considered. The said amount will be regarded as forfeitable to Government if the successful tenderer fails, within the time fixed by the Director Supplies & Disposals, either to sign the contract on terms contained in the invitation for tender, its tender form quotation and conditions of contract referred to in the invitation of tenders or to deposit security referred to in clause 8 below.

8. The successful tenderers shall be required to deposit @ 10% of the value of supply order/ estimated value of rate contract, as security for due performance of the contract in favour of Director Supplies & Disposals, Haryana.

In case, the security amount works out upto or equal to Rs 2,00,000/-, then the earnest money of the tenderer will be adjusted as security. In case, the security exceeds Rs 2,00,000/-, additional amount over and above Rs 2,00,000/- can also be deposited by the tenderers in the form of Bank guarantee on any Scheduled Bank Valid for a period of 6 months or more, from the date of expiry of the stipulated delivery period or the guarantee/ warranty period, as specified in the Schedule 'A'/ letter of acceptance. The currency period of the Bank Guarantee shall have to be got extended by the tenderers, if so desired by the Director Supplies & Disposals, Haryana. The successful tenderers shall be required to deposit requisite amount of security within ten days from the date of issue of acceptance letter sent under registered cover or telegram. In case they fail to do so their offer shall be ignored. The amount of security shall be forfeited to Government, if the successful tenderers fails in the due performance of the contract."

9. The Director, Supplies & Disposals 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 quotations will be regarded as constituting an offer or offers open to acceptance on whole or on part or parts at the discretion of Director ,Supplies & Disposals, 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 12 read with these instructions.

**Read and accepted.  
Tenderer's**

**Signature of**

I/we hereby quote to supply the goods and materials specified in the under-written schedule in the manner in which and within the time specified as set forth in the conditions of contract at pages 3 to 12 at the rates given in the schedule below. The conditions on pages 3 to 12 will be binding upon me/us in the event of the acceptance of my /our tender.

I/we herewith enclose deposit receipt for a sum of Rs. \_\_\_\_\_ as Earnest money and should I/we fail to execute an agreement embodying the said conditions and deposit Earnest money 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 Earnest money shall be forfeited by the Director, Supplies & Disposals, Haryana.

**SCHEDULE "A" OF RATES**

Sr.No	General Description of Stores	IS Specifications No	Tender Rate	Unit	Packing	Name of actual Manufacturer & country of manufacture.

"E & O.E"

All rate are for delivery F.O.R. \_\_\_\_\_

Date the \_\_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_\_

Signature. \_\_\_\_\_

Address \_\_\_\_\_

N.B.- Please do not forget to fill in all the 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 contractor, the contract may be terminated summarily by the Director Supplies & Disposals, Haryana without compensation to the contractor.

Any change in the 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 Schedule 'A' from time to time in such quantities as may be entered in the indents sent at rates set forth in column 4 of Schedule "A" for use in Offices/Institutions/Departments under the administrative control of Government of the Haryana, as may be required by the Indenting Offices mentioned in Schedule "C" hereto annexed, on behalf of the Government Requisitions from officers not mentioned in Schedule "C" hereto annexed should before compliance be sent in original to the Director, Supplies & Disposals, Haryana, 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 specifications given in the list accompanying with the tender and approved by the Director, Supplies & Disposals, Haryana. The contractor shall be responsible for all complaints as regards the quality. In case of dispute regarding quality of articles, the decision of the Director, Supplies and Disposals, Haryana, will be final and binding on the contractor. It will be open to the Director, Supplies & Disposals, Haryana 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, Supplies & Disposals, Haryana, may be 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 respect 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 despatched within 14 days of the receipt of indent by the contractor.

7. Condition 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, Supplies & Disposals, Haryana, or the Deputy/Assistant Director, Supplies & Disposals, Haryana or any of the experts attached to the Industries Department of the Haryana or the Indenting officer or any other officer or person duly authorised in writing by the Director, Supplies & Disposals, Haryana, shall have the power to inspect the stores, before, during or after manufactures, collection, despatch, transit or arrival and to reject the same or any part or portion after the written approval of the Director, Supplies & Disposals, Haryana, 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 be paid or 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 such supplies. Government shall be under no liability whatever for rejected and the same will be at the contractors' risk. Rejected supplies shall be removed by the contractor within 10 days after notice has been issued to him of such rejection, and failing such removal rejected goods be will 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 maker's premises the maker shall provide all facilities including testing appliances, for making necessary tests other than special or independent tests. Failing these facilities at the own premises for making the tests the contractor shall bear the cost of carrying out test elsewhere. The contractor shall also provide and deliver free of charge at such place as the aforesaid officer may direct such materials as he may require for tests by chemical analysis or independent testing machine. If for the purpose of determining the quality of stores the aforesaid officer find it necessary to have the stores tested at the test house or laboratory, all expenses incidental to the test shall be borne by the contractor. On the failure of the contractor to pay the expenses within the ten days of the receipt of intimation in this behalf from the Inspecting Officer, the Director, Supplies & Disposals, 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, Supplies & Disposals, Haryana, may treat the default as a breach of the agreement and proceed under clause 17 of the agreement without further notice. Further, the aforesaid officer shall have the right to put all articles or material to such tests as he may think proper for the purpose of ascertaining whether the same are in

accordance with the specifications or sealed sample mentioned in the tender and to cut out or off/or destroy a portion not exceeding 2 percent from each delivery for such purpose and the quantity so cut out 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 or paid for unless specially stipulated and than at contractor's expense.

11. Unless otherwise specified in a requisition, bills for the whole 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, Supplies & Disposals, Haryana. The full amount will be paid on receipt of stores in good condition after their verification as regards specifications 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 was forwarded should be addressed first. Failing satisfaction, the matter should be reported to the Director, Supplies & Disposals, Haryana. All such complaints should give.

- (i) the number and date of the requisition,
- (ii) the designation of the requisitioning 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 the 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 despatch of goods or material under the contract, invoices, in triplicate will be prepared by the contractor. Invoices, in duplicate, are to be sent by the contractor to the Indenting Officer, the duplicate to be returned by the Indenting Officer, with the quantities or number received duly noted thereon and third copy to be sent by the contractor to the Director, Supplies & Disposals, Haryana, for record in his office.

(ii) Railway receipt will be forwarded to the consignee immediately after despatch 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 despatch material 'Freight paid' in all cases where their offer is F.O.R. destination. In the even of their failure to do so a penalty of 5 per cent will be charged on the amount paid as freight by the Indenting Officer on their behalf.

(iv) The contractor will send to the Director, Supplies & Disposals, Haryana, quarterly statement of the goods supplied under this arrangement in the following form:-

Name of office	Indent No.	Name of articles	Quantity of number supplied and to whom supplied and where	value of supplies in rupees	Remarks
				Rs.	

(v) All despatches by rail will be made at Railway risk at the expense of the Indentor (except by firm who have quoted rates F.O.R. any place in the Haryana ) unless the indentor gives instructions to despatch at owner's risk in which case all responsibility for loss in transit will be with the indentor.

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 any adverse remarks as to the packing or the condition of the containers. In case of any adverse remark, the responsibility for 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, Supplies & Disposals, Haryana, 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, Supplies & Disposals, Haryana, or some other officer acting on his behalf shall be a final and conclusive against the contractor. Such rejected supplies shall be removed by the contractor at his own expense.

(vi) If during the currency of the contract ,the specifications of any article or articles to be supplied there under be 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 rate to be mutually agreed to in writing at the time of such change ,and in default of such agreement, the contract in 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 articles 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 qualities likely to be required under contract.

14. The time for and date of delivery of despatch stipulated in a supply order shall be deemed to be the essence of the contract, and should the contractor fail to deliver or despatch any consignment within the period prescribed for such delivery or despatch stipulated in the supply order, the delayed consignment will be subject to 2% penalty per consignment per month

recoverable on the value of the stores supplied. In case of non-payment of the contractor, recovery will be made from his bills or amount of earnest money or security deposited with Director, Supplies & Disposals, Haryana, provided also that:-

(a) No recovery of penalty will be made if the Indenting Officer accepts the delayed supplies by extending the delivery period upto 2 weeks by recording in writing that the exceptional circumstances were beyond the control of the suppliers and there was no loss to Government.

(b) Where the delay on the part of supplier is of more than 2 weeks, the matter of extension of delivery period will be referred by the Indenting Officer to the Director, Supplies & Disposals, Haryana, with a certificate that there are genuine reasons for delay on the part of suppliers and that no loss will result to Government in case extension in delivery period is allowed. The case will be decided on merits by the office of the Director, Supplies & Disposals. The extension will be allowed by the Assistant Director/Deputy /Joint Director, Supplies & Disposals, Haryana to the extent of purchasing powers delegated to him and in cases above his competence the extension will be allowed by the Director Supplies & Disposals, Haryana. In case the delivery period is extended, no penalty for supplies made during the extended period will be recovered from the supplier.

(c) On the failure of the supplier to make supply within the extended period or otherwise and the receipt of such information in the office of the Director Supplies & Disposals, Haryana, risk purchase at the cost of suppliers will be made by the Director Supplies & Disposals, Haryana, within 6 months of the expiry of the stipulated delivery period by inviting short terms quotations from the registered and other known suppliers. The difference of excess cost thus incurred will be recovered from the supplier from his pending bills, Earnest Money or Security whichever is available. This procedure will be adopted after serving registered notice 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 supplies required under the contract will have to be made or furnished and with all the terms, clauses conditions, specifications and other details of the contract and the contractor shall not plead ignorance of any of those as excuses in case of complaint against or on 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 obligations 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 contract without written approval of the officer sanctioning the contract.

(b) disclose details of the conditions governing this contract to unauthorised persons ( Indenting against this contract is permissible only for the bonafide use of Government



departments and Quasi public and not for private parties or for the private use of the Government Officers).

(ii) In the event of the contractor failing, duly and properly to fulfil or committing breach of any of the terms and conditions of this contract or repeatedly supplying goods liable to rejection hereunder or failing, declining, neglecting or delay 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 servants being guilty of fraud in respect of this contract or any other contract entered into by the contractor or any of his partners or representatives thereof with Government directing, giving, promising or offering any bribes, gratuity, gift, loan, perquisite, reward, or advantage pecuniary or otherwise to any person, in the employment of Government in any way relating to such officers or person or persons, officer or employment or if the contractor or any of his partners become insolvent or apply for relief as insolvent debtor or commence any insolvency proceedings or make any composition with his/their creditors or attempts to do so then without prejudice to Government rights and remedies otherwise, Government shall, be entitled to terminate this contract forthwith and to blacklist the contractor and purchase or procure or arrange from Governments' stocks or otherwise at the contractor's risk and at the absolute discretion of the Director, Supplies & Disposals, Haryana, as regards the manner, place or time of such purchases, such supplies have not been supplied or have been rejected under this agreement or are required subsequently by Government there under and in cases where issues in replacement are made from Government's stocks or supplies, the cost of value or 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 accepted 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 thereof or the rights duties or liabilities of either party then save in so far as the decision of any such matter is herein before provided for and has been so decided every such matter including whether its decision has been otherwise provided for and/ or whether it has been finally decided accordingly in whether the contract should be terminated or has been rightly terminated in whole or part and as regards the rights and obligations of the parties as the result of such termination, shall be referred for arbitration to any officer appointed by Haryana Government and his decision shall be final & binding. & where the matter involves a claim the amount if any awarded in such arbitration shall be recoverable in respect of the matters so referred.

18(a) The Arbitrator and his subordinate Staff shall be paid a fee of Rs.2500/- per hearing subject to a maximum of Rs.20,000/- in each case provided that out of this amount 20% will be payable to his staff. The Arbitration fee will be borne equally by the Govt. and by the party concerned. The parties, other than the Govt. shall deposit their share in shape of call Deposit receipt in favour of Director, Supplies & Disposals, Haryana before the announcement of award by the Arbitrator. In case, the arbitration proceedings are conducted ex-parte and the award is announced against the Govt then entire amount shall be payable by the Director, Supplies & Disposals, Haryana but where the ex-parte award is announced in favour of the Govt. the share of the opposite party shall from part of claim and shall be recoverable from the said party.”

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

IN WITNESS THEREOF the parties have hereunto set their hands on the dates indicated below:-

1. (In case of firm)

Signed by the above named firm \_\_\_\_\_  
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.

Dated

Seal

( In either case)

Director's Signature

Secretary's Signature

In the presence of (i) Signature Address Description

(ii) Signature Address Description

Signed by \_\_\_\_\_

Date \_\_\_\_\_

Signature of

on behalf of Governor of Haryana

## ANNEXURE-A

### CONDITIONS WITH TENDER FORM

- (1) Trade discount should be quoted separately.
- (2) Offer with price variation clause will not be accepted.
- (3) Sales Tax, Inter State Tax or any other chargeable excise duty/custom duty must be specifically mentioned separately ,otherwise offer will be considered inclusive of all such taxes.
- (4) Offers are to be submitted in duplicate alongwith tender form. Offers not received in duplicate may be ignored. The duplicate copy of the offer should be carbon copy of the original tender and it must tally in all respects with the same.
- (5) Any tender which is not on the proper tender form and received late may not be considered.
- (6) No offer will be considered unless accompanied by prescribed Earnest Money except in case of firms registered with the Director, Supplies & Disposals, Haryana/ Director, General of Supplies & Disposals, Haryana New Delhi or National Small Industries Corporation.
- (7) The conditions of contract ( Schedule `B`) attached to the tender form be returned duly signed alongwith the Schedule `A and in case of non compliance the tender may be ignored.
- (8) Tenders which are not strictly according to the specifications laid down in the Schedule `A` will not be considered .Unless a deviation from the specifications/delivery period given in Schedule `A is pointed out by the tenderers specifically, it will be presumed that offer confirms to the specifications , delivery period as laid down in the Schedule `A`
- (9)
  - (a) Tender must be supported by a sample where asked for, failing which it will not be considered
  - (b) The tenderer should clearly state that the sample submitted conforms to the specifications laid down in the Schedule `A` failing which tender will not be considered
  - (c) In case the date of opening falls on Holidays, gazetted or subsequently declared, the tenders will be opened on the next working day following the closed day.
10. 95% payment can be made through bank against R/R supported with satisfactory inspection note and balance within 30 days of the receipt of correct stores provided the stores are booked at railway risk. The bank commission shall be borne by the contractor.

11. Prices should be for supply of the material in same condition F.O.R. destination, failing which offer may be ignored.
12. The Director, Supplies & Disposals, Haryana does not bind himself to accept the lowest tender and reserves to himself the right to reject any or all tenders without assigning any reasons.
13. All disputes will be settled within the jurisdiction of the Head Quarters of Directorate, Supplies & Disposals, Haryana
14. The quotations will be regarded as constituting an offer or offers open to acceptance in whole or in part or parts till the date as indicated in the Schedule `A`
15. The offers should be typed or written in ink. Offers in pencil may be ignored.
16. The firm registered under Quality marking Scheme in Haryana State should furnish attested copies of their registration certificate for the tendered goods in support of their registration for such goods
17. The samples/test report wherever required shall be submitted by the date and time fixed for the receipt of the tender. Samples received after fixed time and date may be ignored. This condition will also be applicable to outside tenderers.
18. The registration certificates of which attested copies are attached with quotations should be certified by the tenderers to be valid on the day of opening of tenders. An undertaking should also be given by the tenderers to the effect that if validity of the registration certificate expired after the day of opening of the tenders due to closing of the factories or some other factors, they shall report the fact to this office immediately.
19. In case where the tenderer offers machinery and equipment for which licence is required under the Industries (Development and Regulation) Act.1957 .It would be certified by him that he is in possession of such valid licence on the date of opening of the tenders under the aforesaid Act., for the manufacture of machinery and equipment so offered if he is manufacturer and he is not a manufacturer , it should be carried out that he is an authorised representative of licenced manufacturer quoting the name and address of such licence holder and the licence number.
20. The tenderer will give complete addresses of its sister concerns alongwith name of partners with their complete address (es) and extent of share
21. It should also be ensured that tender/quotation has been signed by an authorised person. His name, designation and address should be given in capital letters.