

TERMS AND CONDITIONS FOR TENDER/CONTRACT

Terms and conditions of the tender/contract for supply of new Toyota Innova 2.5G(Suffix-BA,Diesel, 8 Seater , AC, BS-IV , White Colour) vehicles to the Office Of State Transport Commissioner , Punjab for Ministers Car Section , Punjab are as under :-

1. That the duration of Contract will be for one year from the date of execution of this Contract Agreement. In case of any breach of the agreement at any time on the part of the Contractor, the Contract may be terminated summarily by the Government without compensation to the Contractor.
2. That in the event of the tender 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 power of attorney authorizing him to do so, or in the case of company, the tender should be executed in the manner laid down in the said company's Article of Association. The signatures on the tender should be deemed to be authorized signatures.
3. That any change in constitution of the firm, shall be notified forth with by the Contractor in writing to the Government and such change shall not relieve any former member of the firm from any liability under this Contract.
4. That no new partner (s) shall be accepted into the firm by the Contractor in respect of this Contract unless he/they agree to abide by all the terms and conditions of this Contract and submit with the Government, a written agreement to this effect. The Contractor's receipt of acknowledgment or that of any partners subsequently accepted as above, shall bind all of them and will be sufficient to discharge work for any of the purposes of the Contract.
5. That detailed particulars of plant, tools, factory and building area, number of workmen employed and financial standing of the firm must be furnished by the tenderer,so that the Department can verify these facts by inspection also if required . If the information furnished by the firm is found to be incorrect or concealing any important fact, the tender will not be accepted. It may also be stated that if the firm is (i) on the approved list of DGS&D at New Delhi (ii) registered with the industries department (iii) carrying a business with any major govt. or private concern. If so, documentary proof to this effect should also be attached.
6. That the Contractor will supply vehicles to the Government only according to the description of the vehicles fixed by manufacturer M/S Toyota Kirloskar Motors Pvt. Ltd. for Toyota Innova 2.5G(Suffix-BA,Diesel, 8 Seater , AC,BS-IV , White Colour) vehicles.
7. That the Value Added Tax at the rate of twelve and half percent (12.50%) shall be chargeable under the provisions of the Punjab Value Added Tax Act,2005.Any other tax/surcharge imposed by State Government shall be as applicable.
8. That the vehicles to be supplied under this Contract will be delivered at Freight on Railway (F.O.R.) Destination, Ministers Car Section, Plot No. 30-31, Industrial Area-2, Chandigarh.
9. That the vehicles to be supplied under this Contract will be of the quality and specifications of manufacturer M/S Toyota Kirloskar Motors Pvt. Ltd. for Toyota Innova 2.5G(Suffix-BA,Diesel, 8 Seater , AC,BS-IV , White Colour) vehicles. The Contractor shall be

responsible for all complaints as regards the quality of vehicle. The decision of the Government in such complaints will be final and binding on the Contractor.

10. That the court at Chandigarh only shall have the jurisdiction for the purpose of this Contract Agreement.
11. That the Contractor will be responsible for any damage or loss to vehicle during transportation from his premises to Ministers Car Section, Punjab and in case of any damage or loss of vehicle, the Contractor shall replace the damaged vehicle, lost vehicle with a new vehicle.
12. All the columns of the tender form shall be duly, properly and exhaustively filled in. The rates shall not be over-written. Rates shall always be both in the figures and words .The word NO TENDER shall be written if tenderer does not wish to tender.
13. Any omission in filling the columns of rates shall altogether debar a tender from being considered.
14. State Transport Commissioner, Punjab reserves the right to accept or reject any tender without assigning any reason whatever.
15. That advance payment shall be made by the Government for any supply order of vehicle to the Contractor only equivalent to the amount deposited by the Contractor as security for the performance of the Contract.
16. Every tenderer shall deposit earnest money in the shape of Call Deposit Reciept/FDR in the favour of Deputy Controller (F&A) O/O State Transport Commissioner , Punjab , Chandigarh, as under:-

Sr. No.	Make of vehicle	Earnest money
1.	Toyota Innova 2.5G(Suffix-BA,Diesel, 8 Seater , AC,BS-IV , White Colour) vehicles	38,000/-

The said amount will be regarded as forfeitable to Govt. , if any successful tenderer fails within the time fixed by office of State Transport Commissioner , Punjab , to sign the contract on terms and conditions in the tender form and conditions of the contract referred to in the tender form.

17. That the Contractor is required to deposit in advance a sum equal to ten percent value of the order as security for the performance of the contract in addition to the Earnest Money already deposited in favour of Deputy Controller (Finance and Accounts) Office of the State Transport Commissioner , Punjab , in the shape of Call deposit/Fixed Deposit Receipt and deposit receipt must be sent to the Office of the State Transport Commissioner , Punjab within a week from the date of acceptance of the tender without prejudice to the rights and remedies of the Government. The security shall be liable to be forfeited in the event of any breach or non-observance of the terms and conditions by the Contractor.
18. That the time and date of delivery or dispatch stipulated in a supply order shall be deemed to be the essence of the Contract Agreement and if the Contractor fails to deliver or dispatch any consignment of vehicles within the period prescribed for such delivery or dispatch , stipulated in supply order , the delayed consignment will be subject to two percent penalty per consignment per month or a part of the month recoverable on the value

of the stores supplied. In the case of non-payment of penalty by the Contractor, within ten days from the issuance of recovery notice, the recovery will be made from the amount of earnest money / security deposited with the Government.

19. Those tenders which are brought by hand may be got received by the Dak Receipt Clerk of this office on or before the /date time fixed for receipt of tenders.
20. All the cuttings/overwriting must be attested by the tenderer, otherwise tender will be rejected.
21. The cost of tender form will be Rs. 100/- (Rupees one hundred only) and is non refundable ,which can be purchased on any working day from the Cashier O/O Service Engineer , Govt. Central Workshop Plot No. 30-31, Industrial area Phase II, Chandigarh.
22. The receipt issued by the office for the purchase of tender form must accompany the tender submitted without which it will not be considered.
23. That if any question, difference or objection what so ever shall arise in any way connected with or arising out of this instrument or the meaning or operation of any part thereof on the rights, duties or liabilities of either party than save in so far as the decision on any such matter is hereinbefore provided for and has been so decided, every such matter including 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 the Principal Secretary to Govt. Punjab , Department of Transport and his decision shall be final and binding and where the matter involves a claim of money ,the amount if any awarded in such arbitration shall be recoverable in respect of the matter so referred.
24. Tender must be enclosed in a properly sealed envelope addressed to the State Transport Commissioner, Punjab, Chandigarh, Jeeven Deep Building, Sector-17, Chandigarh. The tender envelope must be superscribed "Tender for the supply of vehicles to the Office Of State Transport Commissioner,Punjab for Ministers Car Section".Tender must reach O/O State Transport Commissioner, Punjab, Chandigarh, Jeeven Deep Building, Sector-17, Chandigarh **on or before 18-04-2011 by 11.30 AM.**
25. No tender will be considered unless and until all the documents are properly signed.
26. That no guarantee will be given by the Government to the Contractor regarding the quantity of supply which will be ordered during the period of Contract Agreement.
27. That unless specially ordered in the supply order of vehicles, all the vehicles must be supplied by the Contractor to the Government within ten days of the receipt of supply order by him.
28. That the conditions as to time for performance whether laid down herein or in any supply order shall always be regarded as essence of the Contract Agreement.
29. That any officer or person duly authorized in writing by the Government shall have power to inspect the vehicles at Contractor's premises, during dispatch, transit or arrival and to reject the same or any part or portion after the written approval of the Government, if he or they are not satisfied that the same is equal or in accordance to the specifications of manufacturer. The Contractor shall not charge or be paid for the supply rejected as above and such supply shall be removed by the contractor at once and at his own expenses. He

shall neither claim nor be entitled to the payment for any damage that rejected supply may suffer from any harm whatsoever incidental to proper examination and test of such supply. The Government shall be under no liability whatever for rejected supply and same will be at the Contractor's risk. The rejected supply shall be removed by the contractor within three days after notice has been issued to him by the Government for such rejection and failing such removal of rejected supply will be at contractor's risk and the Government may charge from the contractor rent for the space occupied by such rejected supply.

30. That the Contractor shall provide without any extra charge all material, tools, labour and assistance of every kind which the aforesaid officer (referred to in para 29) may consider necessary for any test or examination which he may require to be made on the Contractor premises and shall pay all costs attendants thereon. Failing to provide facilities at his premises for making the test, the Contractor shall bear the cost of carrying out test elsewhere. The Contractor shall also provide and deliver the vehicles free of charge at such place as the aforesaid officer may direct and such material as he may require for test. If for the purpose of determining the quality of supply, the aforesaid officer finds it necessary to have the vehicle tested at the test house or laboratory, expenses incidental to the test shall be born by the Contractor. On the failure of Contractor to pay the expenses within seven days of the receipt of intimation in this behalf from the inspecting officer, the Government shall have the right to deduct the amount from the security deposited by the Contractor and if the amount so deducted is not deposited by the Contractor within ten days, the Government may treat the default as a breach of Contract Agreement. Further, the aforesaid officer shall have the right to put all supply to such test as he may think proper for the purpose of ascertaining whether the same are in accordance with the specification mentioned in tender form.
31. That the Contractor shall dispatch all supply "Freight Paid" in all cases. In the event of his failure to do so a penalty of five percent (5 %) will be charged on the amount paid as freight by the Government on behalf of the Contractor.
32. That tender notice and terms and conditions of tender will form part of this Contract Agreement. The Contractor acknowledges that he has made himself fully acquainted with all the conditions and circumstances under which the supply of vehicles under the Contract Agreement has to be made or furnished , and with all the terms , clauses , conditions , specifications and other details of the terms and conditions of the tender notice , Contract Agreement and Contractor shall not plead ignorance of any of those as excuse in case of complaint against or to rejection of supply given by him or asking for enhancement of any rate agreed to in the contract or to evade any of his obligation under the Contract Agreement."
33. That in the event of Contractor's failure to fulfill or commit breach of any of the terms and conditions of this Contract Agreement or repeatedly supply vehicles liable to reject hereunder or fail , decline , neglect or delay to comply with any demand or requisition or otherwise not execute the same in accordance with the terms of this contract, or if the Contractor or his agent or employee being guilty of fraud in respect of the contract or any

other contract entered into by the contractor or any of his partner or representative with Government directing, giving, promising or offering any bribes, gratuity, gift, loan, perquisite, regard or advantages pecuniary or otherwise to any person in the employment of Government in any way relating to such officer or person or persons, office or employment or if the Contractor or any of his partners becomes 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 the Government's rights and remedies otherwise, the Government shall be entitled to terminate this Contract Agreement forth with, forfeit the securities and black list the Contractor.

34. That in the event of withdrawal or discontinuance of any pending supply order and consequent ceasing of or reduction in demand the contractor shall not be entitled to any compensation. The Government will, however, make all reasonable endeavors to give notice of any withdrawal.
35. That tenderer (i.e. any Punjab based authorized dealer of M/S Toyota Kirloskar Motors Pvt. Ltd.) will attach copies of of Authorized Dealership Agreement letter of appointment (i.e. Memorandum of Understanding) issued by manufacturer M/S Toyota Kirloskar Motors Pvt. Ltd. ,Specimen signatures of authorized signatory of firm duly attested by Bank , allotment letter of TIN number from Punjab Govt. , Trade Certificate and authority for issuance of temporary registration numbers issued by Transport Department , Punjab.
36. That the Contract Agreement will be governed by the conditions in paras 1 to 36 read with schedule "A" of rates (given below).

State Transport Commissioner, Punjab

Certificate of acceptance

I/We hereby quote to supply the vehicles specified in the under written schedule in the manner in which and within the time specified as set forth in the terms and conditions of contact at the rate given in the schedule below. The conditions on paras 1 to 36 will be binding upon me/us in the event of the acceptance of my/our tender.

I/We herewith enclose deposit receipt for sum of _____ as earnest money. If I/We fail to execute an agreement embodying the set conditions and deposit security as laid down in the form with in 10 days of the acceptance of my/Our tender , I/We hereby agree that the above sum of earnest money/ security shall be forfeited to the State Transport Commissioner, Punjab.

Schedule “A”

Sr. No.	Type of vehicle	No of vehicles	Description of vehicle	Ex-Show Room Price (Including VAT @ 12.5% & Surcharge @ 10% on VAT)	Discount to be quoted by Punjab based authorized dealer against Ex-Show Room Price	Rate per vehicle (Including VAT @ 12.5%) to be quoted by Punjab based authorized dealer after offering discount on Ex-Show Room Price
1.	Toyota Innova 2.5G	2	Toyota Innova 2.5G(Suffix- BA,Diesel, 8 Seater , AC,BS-IV , White Colour) vehicles	9,44,719/-		

Draft tender notice

“Sealed Tenders are invited for the Toyota Innova 2.5G (Suffix-BA,Diesel, 8 Seater , AC,BS-IV , White Colour) vehicles of only BS-IV norm by the Office of State Transport Commissioner , Punjab for the Ministers Car Section, Punjab , as per the specifications and terms & conditions explained in tender form. Tenders from only Punjab based authorized dealers directly appointed by manufacturer M/S Toyota Kirloskar Motors Pvt. Ltd. shall be considered.

The tender form giving details of specifications and terms & conditions can be purchased on any working day from the O/O Service Engineer, Ministers Car Section, Punjab, Plot No. 30-31, Industrial Area Phase-2, Chandigarh at a cost of Rs. 100/- (Rupees one hundred only) (non refundable). The tender form giving details of specifications and terms & conditions can also be downloaded from www.doitpunjab.gov.in. and in such a case the demand draft amounting to Rs. 100/- in the favour of Deputy Controller (F&A) O/O State Transport Commissioner , Punjab shall be deposited along with the tender form.

The tender should reach O/O State Transport Commissioner , Punjab in Jeevan Deep Building, Sector-17,Chandigarh on or before 18-04-2011 by 11.30 A.M alongwith earnest money stated in tender form .The tenders shall be opened on the same day at 12.30 P.M in the office of STC , Punjab . The receipt issued by the office for the purchase of tender form must accompany the tender without which it will not be considered. The tenderers or their authorized representatives (who wishes to attend) are invited to attend proceedings for opening of tenders.

State Transport Commissioner, Punjab reserves the right to accept or reject any tender without assigning any reason whatever.”

State Transport Commissioner , Punjab.

ਟੈਂਡਰ ਨੋਟਿਸ

ਦਫਤਰ ਸਟੇਟ ਟਰਾਂਸਪੋਰਟ ਕਮਿਸ਼ਨਰ, ਪੰਜਾਬ ਵਲੋਂ ਮੰਤਰੀ ਕਾਰ ਸ਼ਾਖਾ, ਪੰਜਾਬ ਲਈ ਟੈਂਡਰ ਫਾਰਮ ਵਿਚ ਦਰਸਾਈਆਂ ਸਪੈਸੀਫਿਕੇਸ਼ਨਾਂ ਅਤੇ ਟਰਮਜ਼/ਕੰਡੀਸ਼ਨਜ਼ ਦੇ ਅਨੁਸਾਰ ਕੇਵਲ ਯੂਰੋ -4 ਨਾਰਮ ਦੀਆਂ ਟਿਓਟਾ ਇਨੋਵਾ 2.5G(Suffix-BA,Diesel, 8 Seater , AC,BS-IV , White Colour) ਗੱਡੀਆਂ ਦੀ ਖ਼ੀਦ ਲਈ ਮੋਹਰ ਬੰਦ ਲਿਫਾਫੇ ਵਿੱਚ ਟੈਂਡਰ ਮੰਗੇ ਜਾਂਦੇ ਹਨ। ਕੇਵਲ ਮੈਸ. ਟਿਓਟਾ ਕਿਰਲੋਸਕਰ ਮੋਟਰਜ਼ ਪ੍ਰਾਈਵੇਟ ਲਿਮਿਟਡ ਵਲੋਂ ਸਿੱਧੇ ਤੌਰ ਤੇ ਨਾਮਜ਼ਦ ਪੰਜਾਬ ਰਾਜ ਅੰਦਰ ਸਥਿਤ ਆਥੋਰਾਈਜ਼ਡ ਡੀਲਰਾਂ ਦੇ ਟੈਂਡਰ ਹੀ ਸਵੀਕਾਰ ਕੀਤੇ ਜਾਣਗੇ।

ਸਪੈਸੀਫਿਕੇਸ਼ਨਾਂ ਅਤੇ ਟਰਮਜ਼/ਕੰਡੀਸ਼ਨਜ਼ ਨੂੰ ਦਰਸਾਉਂਦਾ ਹੋਇਆ ਟੈਂਡਰ ਫਾਰਮ ਕਿਸੇ ਵੀ ਦਫਤਰੀ ਕੰਮ ਵਾਲੇ ਦਿਨ ਦਫਤਰ ਸਰਵਿਸ ਇੰਜਨੀਅਰ, ਮੰਤਰੀ ਕਾਰ ਸ਼ਾਖਾ, ਪੰਜਾਬ, ਪਲਾਟ ਨੰ: 30-31, ਇੰਡਸਟਰੀਅਲ ਏਰੀਆ ਫੇਜ਼ - 2, ਚੰਡੀਗੜ੍ਹ ਵਿਖੇ ਤੋਂ ਕੇਵਲ 100/-ਰੁਪਏ (ਕੇਵਲ ਸੌ ਰੁਪਏ) (ਨਾ ਮੋੜਨਯੋਗ) ਦੀ ਲਾਗਤ ਨਾਲ ਖ਼ੀਦਿਆ ਜਾ ਸਕਦਾ ਹੈ। ਸਪੈਸੀਫਿਕੇਸ਼ਨਜ਼ ਅਤੇ ਟਰਮਜ਼ ਐਂਡ ਕੰਡੀਸ਼ਨਜ਼ ਨੂੰ ਦਰਸਾਉਂਦਾ ਹੋਇਆ ਇਹ ਟੈਂਡਰ ਫਾਰਮ ਵੈਬਸਾਈਟ www.doitpunjab.gov.in. ਤੋਂ ਵੀ ਡਾਊਨਲੋਡ ਕੀਤਾ ਜਾ ਸਕਦਾ ਹੈ ਅਤੇ ਇਸ ਕੇਸ ਵਿਚ ਟੈਂਡਰ ਫਾਰਮ ਦੇ ਨਾਲ 100/-ਰੁਪਏ (ਸੌ ਰੁਪਏ) ਦਾ ਡੀਮਾਂਡ ਡਰਾਫਟ ਡਿਪਟੀ ਕੰਟਰੋਲਰ (ਵਿੱਤ ਤੇ ਲੇਖਾ) ਦਫਤਰ ਸਟੇਟ ਟਰਾਂਸਪੋਰਟ ਕਮਿਸ਼ਨਰ, ਪੰਜਾਬ ਦੇ ਨਾਂ ਦਾ ਨੱਥੀ ਕੀਤਾ ਹੋਇਆ ਹੋਵੇ ।

ਟੈਂਡਰ ਫਾਰਮ ਵਿੱਚ ਦਰਸਾਏ ਵੇਰਵੇ ਅਨੁਸਾਰ ਟੈਂਡਰ ਅਰਨੇਸਟ ਮਨੀ ਸਮੇਤ ਦਫਤਰ ਸਟੇਟ ਟਰਾਂਸਪੋਰਟ ਕਮਿਸ਼ਨਰ, ਪੰਜਾਬ, ਜੀਵਨਦੀਪ ਬਿਲਡਿੰਗ, ਸੈਕਟਰ-17, ਚੰਡੀਗੜ੍ਹ ਵਿਖੇ ਮਿਤੀ 18.04.2011 ਨੂੰ ਜਾਂ ਇਸ ਤੋਂ ਪਹਿਲਾਂ ਦੁਪਿਹਰ ਤੋਂ ਪਹਿਲਾਂ 11.30 ਵਜੇ ਤੱਕ ਪਹੁੰਚ ਜਾਣਾ ਚਾਹੀਦਾ ਹੈ। ਟੈਂਡਰ ਉਸੇ ਦਿਨ ਦੁਪਿਹਰ ਤੋਂ ਬਾਅਦ 12.30 ਵਜੇ ਦਫਤਰ ਸਟੇਟ ਟਰਾਂਸਪੋਰਟ ਕਮਿਸ਼ਨਰ, ਪੰਜਾਬ, ਵਿਖੇ ਖੋਲ੍ਹੇ ਜਾਣਗੇ। ਇਸ ਦਫਤਰ ਤੋਂ ਟੈਂਡਰ ਫਾਰਮ ਦੀ ਖ਼ੀਦ ਕਰਦੇ ਸਮੇਂ ਜਾਰੀ ਹੋਈ ਰਸੀਦ ਟੈਂਡਰ ਫਾਰਮ ਨਾਲ ਨੱਥੀ ਹੋਣੀ ਚਾਹੀਦੀ ਹੈ ਜਿਸ ਤੋਂ ਬਿਨਾਂ ਟੈਂਡਰ ਮੰਨਿਆ ਨਹੀਂ ਜਾਵੇਗਾ। ਟੈਂਡਰ ਕਰਤਾ ਜਾਂ ਉਹਨਾਂ ਦੇ ਆਥੋਰਾਈਜ਼ਡ ਨੁਮਾਇੰਦੇ (ਜੋ ਹਾਜ਼ਰ ਹੋਣਾ ਚਾਹੁੰਣ) ਨੂੰ ਟੈਂਡਰ ਖੋਲ੍ਹਣ ਦੀ ਕਾਰਵਾਈ ਵਿਚ ਸ਼ਾਮਲ ਹੋਣ ਦਾ ਸੱਦਾ ਦਿੱਤਾ ਜਾਂਦਾ ਹੈ।

ਸਟੇਟ ਟਰਾਂਸਪੋਰਟ ਕਮਿਸ਼ਨਰ, ਪੰਜਾਬ, ਨੂੰ ਬਿਨਾਂ ਕੋਈ ਕਾਰਨ ਦੱਸੇ ਜੋ ਕੋਈ ਵੀ ਹੋਵੇ ਕਿਸੇ ਵੀ ਟੈਂਡਰ ਨੂੰ ਸਵੀਕਾਰ ਕਰਨ ਜਾਂ ਰੱਦ ਕਰਨ ਦਾ ਅਧਿਕਾਰ ਰਾਖਵਾਂ ਹੋਵੇਗਾ।

ਸਟੇਟ ਟਰਾਂਸਪੋਰਟ ਕਮਿਸ਼ਨਰ, ਪੰਜਾਬ।