

Punjab Water Supply and Sewerage Board (Purchase Procedure)

PUNJAB

India

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Rule

PUNJAB-WATER-SUPPLY-AND-SEWERAGE-BOARD-PURCHASE-PROCEDURE of 1984

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Punjab Water Supply and Sewerage Board (Purchase Procedure)The Punjab Water Supply and Sewerage Board Act, 1976 does not contain any provision for framing of the purchase rules. So Punjab Water Supply and Sewerage Board makes the following procedure to regulate the purchase of equipment, store and other materials required for the performance of its functions.

1. Short title and commencement.

- 1.1. Procedure shall be known as the Punjab Water Supply and Sewerage Board (Purchase Procedure).1.2These shall come into force w.e.f. 31st May, 1984.

2. Scope of application.

- These purchase procedures shall be followed in all cases (except where specifically provided otherwise by the Board) for inviting, considering and accepting tenders and regulation of purchase for :-2.1Materials, including office furniture, stationery, office equipment etc.2.2Machinery equipment including tools and plant.2.3Materials and stores required for works.2.4Services.

3. Definitions.

- In this procedure unless there is anything repugnant in the subject or context :-3.1The "Government" means the Government of State of Punjab.3.2"Act" means Punjab Water Supply and Sewerage Board Act, 1976 and shall include any statutory amendment/modification or enactment

issued from time to time.3.3"Board" means Punjab Water Supply and Sewerage Board as constituted under Punjab Water Supply and Sewerage Board Act, 1976.3.4"The Chairman" means the Chairman of the Board duly appointed by the Government under Section 4(3) of the Punjab Water Supply and Sewerage Board Act.3.5"Managing Director" means the Managing Director of the Board duly appointed under Section 4(5) of the Punjab Water Supply and Sewerage Board Act, 1976.3.6The "Whole time Director" means the Chairman of the Board, Managing Director of the Board or any other director of the Board appointed to serve on whole time basis.3.7"Purchase authority" means the Board or such authority/Committee to whom the power of purchasing material/services may be delegated by the Board as per Board Delegations of powers in force from time to time.3.8"Purchase Committee" means a Committee constituted by the Board for making purchase of all materials and for hiring of required services on behalf of the Board.3.9"Controller of Stores" means Controller of Stores Punjab, Chandigarh.3.10"DGS&D" means the Director General of Supplies and Disposal, Government of India, New Delhi.3.11"Rate Contract" means rate contracts entered into by DGS&D or Controller of Stores, Punjab.3.12"Approved Banks" means State Bank of India, State Bank of Patiala, or any other nationalised/Scheduled bank where any office of the Board opens Bank Account from time to time.3.13"Schedule" means schedule attached to this procedure.3.14"Purchase Section" is the section assigned with the functions of purchasing materials etc.3.15"Inspecting Officer" means any officer duly appointed or authorised by the Managing Director for the purpose of testing and inspection of material and includes his authorised agent.3.16"LCB Tender" means Local Competitive Bidding.3.17"ICB Tender" means International Competitive Bidding.3.18"NIT" means Notice Inviting Tender.3.19"Tender Form" means the document containing the specifications, general conditions and tendered quantities.3.20"Services" means any consultancy, printing and transportation etc. etc.

4. List of Approved Suppliers.

- In order to ensure that the tenders are submitted by reliable sources for supply of different items of purchase, the purchase section shall prepare the list of suppliers and shall get this approved from the Managing Director, so as to :-4.1Address directly to the approved suppliers regarding tender notices in addition to press publicity where required.4.2Make use of this approved list in case of limited tenders as prescribed herein.

5. Procurement System Open Tender.

- Tenders shall be invited through wide publicity in the newspapers/journals costing above Rs. 50,000/- at a time allowing normally a period of four weeks from the date of first publication for submission of tenders for the approved quantity by the Managing Director. In urgent cases, the period may be reduced to two weeks.5.2Rate Contract. - Items borne on rate contract of DGS&D/COS Punjab can be purchased from suppliers by the Managing Director on valid rate contract terms, where it is considered advantageous provided further that such items can also be purchased under open tender procedure prescribed herein.5.3Limited Tenders. - For individual items/purchases valuing up to Rs. 50,000/- at a time, tenders may be invited from approved list of suppliers/contractors through letters sent by registered post "acknowledgement due" giving a minimum period of 15 days from the date of the issue of such letters for submission of tenders. In

exceptional case, the period can be reduced as considered necessary by the Managing Director.

5.4 Quotations. - For purchases costing less than Rs. 5000/- at a time the purchases may be made by issuing enquiries under postal certificates. For purchases costing above Rs. 5000/- to Rs. 10,000/- at a time the quotation notices be issued by registered post. Normally a period of one week from the date of issue of quotation notice will be given. In urgent cases, period of notice can be reduced with the approval of the Managing Director.

5.5 Purchase of Proprietary Items. - The purchase of items of proprietary nature shall be made from the manufacturers/their authorised agents requiring them to certify in their quotations that the rates quoted are the minimum which they are charging from DGS&D or other Government departments/undertakings.

5.6 Spot Tenders. - For items of urgent nature, costing above Rs. 2000/- tenders may be obtained on the spot in the market by a committee of not less than three officers (including one from account side) appointed by the Managing Director with specific delegation of powers upto 50% of his own powers.

5.7 Urgent Purchases. - In urgent cases in the Head Office, item valuing upto Rs. 2000/- each may be procured without quotations by officer so authorised by the Managing Director and with approval of the Managing Director after assessing reasonability of rates from the market. The Managing Director, however, if he so desires may delegate powers to an officer authorised by him in the head office for making total purchases of items not exceeding Rs. 100/- each and upto a limit of Rs. 1000/- per month.

5.8 Items covered by grants or loans from Foreign Government or covered by specific agreements/instructions of Central/State Government shall be purchased as per such agreements/instructions.

6. Purchase by the field staff.

- **6.1.** The Superintending Engineer in the field may be empowered to purchase the material required for immediate consumption on works up to Rs. 10,000/- at a time subject to maximum of total local purchase of Rs. 30,000/- in a year per division after calling open quotations/tender, provided approval of next higher authority is obtained in case other than lowest/single tender/quotation is to be accepted.

6.2 Executive Engineer in the field will be competent to effect purchases of material required for consumption on works only upto Rs. 2000/- at a time, subject to a maximum total local purchase of Rs. 10,000/- in a year per sub- division after calling open quotations, provided approval of next higher authority is obtained if other than lowest/single quotation is to be accepted.

6.3 In urgent cases, items valuing upto Rs. 500/- each may be authorised to be purchased by the Executive Engineer (Field) against payment after assessing reasonability of rates from the market on the basis of at least three spot quotations in writing.

6.4 SDE may be empowered to make local purchases upto Rs. 100/- for each item, at a time on cash payment subject to a maximum total local purchase of Rs. 5000/- in a year for all items.

Note : All the above powers can only be exercised for works and not for purchase on Reserve stocks. These powers are subject to variation as decided by the Board from time to time.

7. Competent Authorities.

- The following authorities shall be competent to accept tenders under normal rules to the extent of powers delegated to them by the Board from time to time :

7.1 Purchase Committee (above Rs. 2.00 lacs per item) Purchase Committee shall consist of the following four members

:(a)Chairman(b)SLUD(c)Director Local Government Department Punjab(d)Managing Director.Presence of any three members of the committee shall be essential for the conduct of its office business in accordance with the rules.7.2The Managing Director shall be empowered to make purchases upto Rs. 2.00 lacs per item at present or to the extent of powers delegated by the Board from time to time. He may, however, constitute a lower purchase committee to assist him for this purpose.7.3The Managing Director shall be empowered to make purchases on DGS and D & COS Punjab rate contracts upto any value.

8. Purchase Requisition.

- Purchase requisition with complete bio-data shall be furnished by the S.E's after these are collected by them from their E.E's against approved schemes. The indenting officer will ensure that over indenting, which results in undue blockage of funds and heavy carrying cost of inventory is avoided. The demand of material received from E.E.'s would be carefully scrutinised by the S.E. before forwarding the same to the Head Office for effecting purchases. In case of emergent requirements, clear cut recommendations for inviting short term open tenders may be made by the S.E.

9. Invitation of Tenders.

- 9.1. On receipt of requisition from the S.E's, consolidated index of equipments and material to be purchased will be drawn by the Purchase Section. Against the approved quantity, Executive Engineer (Purchase) will initiate procurement action by inviting tenders clearly indicating the quantities and specifications of the material, to be purchased.9.2Copies of Notice Inviting Tenders both open and limited shall also be displayed on the notice board of the PWSSB.9.3NIT shall be issued in the proforma prescribed in schedule (A) alongwith the following forms and documents to the suppliers who request for it and deposit the fee of postal charges etc. as approved by the Managing Director from time to time.

- | | |
|---|--------|
| (i) Instructions to tenderers (Schedule 'B') | 1 copy |
| (ii) Tender Form containing specifications as prescribed inSchedule 'C' | 1 copy |
| (iii) Terms and conditions of contract as prescribed inSchedule 'D' | 1 copy |

9.4The notices issued for tenders shall be chronologically entered in a register of enquiries/tender notices maintained in the purchase section and S.No. shall be allotted to them in the same order. NIT shall clearly indicate the date by which the quotations must reach the purchase section as well as the date on which tenders shall be opened. Tenderers shall be asked to quote their rates as well as the schedule of delivery for each item included in the NIT in duplicate alongwith one copy of tender form (Schedule 'C'), the instructions to the tenderer (Schedule 'B') and terms and conditions of the contract (Schedule 'D') duly signed at each page and at any alteration/overwriting.9.5Tenders shall be opened on the due date jointly by two officers of purchase section (one not below the rank of Executive Engineer) and also by a representative of the Board Finance/Account Department not below the rank of Accounts Officer. All will put their dated initials on all the pages of the Tender and also encircle the rates quoted under their initials. Any alteration/cutting and overwriting in the rates or any important term/condition noticed at the time of opening of tenders shall be specifically

recorded by indicating the finally quoted figures/words under the officers dated attestations. Where for any unavoidable reasons the tenders cannot be opened on the due date, the date shall be extended by purchase section with the prior approval of Managing Director and such extended date be notified to all concerned and through press where required. The tenders will then be opened on the extended date. In no case the date for opening of tenders prescribed in the NIT shall be preponed. In case the date of opening falls on a holiday or holiday is subsequently declared on that day, the tenders will be received and opened on the next working day following the holiday at the same time.

9.6 Tender should be accompanied with earnest money as specified in the NIT in the form of demand draft/deposit receipts in favour of "Managing Director, Punjab Water Supply and Sewerage Board, Chandigarh," or it should be deposited in cash in the Head Office and receipt thereof must accompany the tender. Earnest money through cheque/Bank guarantee shall not be accepted. The tender should be in a sealed envelope and demand draft/call deposit receipt/receipt of cash deposit should be attached outside this envelope and these should then be put into another sealed envelope properly superscribed "Tender for the supply of.....due on.....as called for in the tender notice No..... dated....." Tender received late or telegraphic tenders will not be opened/entertained. Tenders received without earnest money shall normally not be considered except at the discretion of the Managing Director/Purchase Committee.

9.7 Only tenders submitted upto the due date and the time on the prescribed form in schedule 'C' accompanied by duly signed terms and conditions of contract and other schedules etc. as specified in the NIT and any tenders which are incomplete in these aspects shall be liable to be rejected.

9.8 Tenders submitted by the firms who did not purchase a set of tender document/specification as required shall not be opened and words "Ineligible tenders documents/specification not purchased" shall be written on the envelope and returned to the firm after taking the order of the Managing Director.

9.9 All tenders involving any major departure from the prescribed terms and conditions or otherwise containing ambiguous and vague terms shall be rejected, after recording detailed reasons in this behalf by the Authority competent to purchase.

9.10 Tenders received after due and time shall not be opened. Such tenders shall be labelled as "late tender not to be considered" on receipt under dated signature of the officer concerned and the tender paper alongwith earnest money, if any, be returned to the firm after obtaining the approval of the Managing Director. Photostat copy of the envelope will be retained in the record.

9.11 Where tenders have been invited in two parts i.e. Part-I containing the proposals/technical data and Part-II containing the cost, Part I will be opened, evaluated and rated with a view to assess their suitability. After the evaluation of Part-I, Part-II will be opened only of those firms approved by the authority competent to purchase.

10. Processing of Tenders.

- Immediately after the opening of Part-II tenders, as the case may be, all the tenders shall be tabulated in a comparative statement. Comparative statement will indicate, inter-alia, the price as well as other extra charges on account of freight, excise duty, sales taxes etc. and net price, after adding all these elements for each tender. The comparative statement will be checked with reference to the original tender papers by an officer other than the one who has prepared it. The officer deputed for checking the statement will put down his dated initials on the comparative statement in the prescribed column.

11. Cancellation/Reinvitation of Tenders.

- Tenders may be reinvited by the contracting/purchasing agency with the approval of the competent authority in the event of :-(a)Any subsequent change necessitated, in technical specification.(b)Inadequacy of number of tenders.(c)Unsuitability of offers.(d)Pronounced changes in market trend.(e)Any other compelling reasons to be recorded in writing.(f)The competent authority reserves the right to reject all the tenders or the lowest or any other tender which in its judgment does not appear to be in its interest and no correspondence in this regard will be entertained. Tender will be regarded as constituting an offer or offers open to acceptance in whole or in part or parts at the discretion of the authority competent to purchase.

12. Negotiations.

- No negotiations effecting prices or basic-features of NIT Specifications shall be conducted with the tenderers once the price tenders have been opened except by the authority competent to purchase to take final decision on the tender.

13. Issue of Purchase Order.

- 13.1. On receipt of decision of the authority competent to purchase the concerned officer shall convey to the tenderer through a letter or telegram brief description of the items being ordered alongwith rates and special conditions, if any.13.2Thereafter a detailed supply order shall be drafted giving all necessary details, specifications, terms and conditions governing the contract as accepted by the authority competent to purchase and the despatch instructions.13.3In case of the Head Office Purchase Organisation, the supply order shall be got vetted from Finance and Accounts Branch before its issue to the supplier.13.4The supply orders issued from Head Office Purchase Organisation shall be signed by Executive Engineer (Purchase) on behalf of the Managing Director.13.5The supply order shall be despatched under a registered cover to the supplier.

14. Placement of Repeat Order.

- 14.1. Repeat orders may be placed in exceptional circumstances to meet the additional urgent requirement of a particular item provided14.1.1. The repeat order is placed within 6 months of placement of first order.14.1.2. The quantity of repeat order does not exceed 100% of the quantity tendered, including the increase in quantity if any at the time of original order provided it is within the competency of the authority who has previously approved otherwise the approval of the next higher authority is required.14.1.3. The indenter satisfies that there has been no fall in the prices from the date of placement of original and that the purchase is in the interest of the Board.

15. Earnest Money and Security Deposits.

- 15.1. Tender shall be accompanied with earnest money as laid down in para 9.6. As soon as a tender has been decided/supply order placed, the earnest money of unsuccessful tenderers shall be

released within one month.15.2The earnest money of the successful tenderer will be converted into security. The security as per ordered quantity will be retained till the supplies against these orders are completed to the satisfaction of the consignees and warranty period, if any is applicable to the said order, is over. For the purchases in the Head Office, release of security will be allowed by the Executive Engineer, Purchase after he fully satisfies of the above.15.3Earnest money/security deposit taken from the tenderer/supplier shall be forfeited in part or in full under the following circumstances unless otherwise decided by the authority competent to purchase(i)If the tenderer withdraws his tender during the currency of his validity period.(ii)If the supply order has been issued but the supplier fails to honour the same. This forfeiture shall be without any prejudice to the right of the Board to claim any other damages as admissible under the law as well as to take suitable executive action against the supplier as decided by the authority competent to purchase.

16. Terms of Payment.

- Payment shall be made as decided by the authority competent to purchase against proof of despatch if the material is transported by rail or receipt of material by the consignee if transported by road subject to the fulfilment of the conditions and production of documents prescribed in the supply order.

17. Claim of Shortages/Damages/Losses During Transit.

- 17.1. In case the material is insured by the firm, damages/shortages, if noticed, on receipt of material by the consignee, claims shall be lodged with the suppliers and the amount due to him withheld or the security shall not be released till the claims are satisfactorily settled by the suppliers. In case of defects/damages noticed in the material at any stage including the warranty period, claims shall be lodged with the firm to make good the defects/damages or replace the material within a reasonable period not exceeding 45 days from the date of intimation of the defect to the supplier. In case of failure to do so by the firm the damages/defects may be got rectified by the Board from any source and the cost adjusted from the pending dues or security deposits against this or any other contract in force, and the balance still, if any, shall be made good from the supplier.17.2In case the material is got insured by the Board at its own level then it is the responsibility of the consignee to lodge the claim in time with the insurance company with all requisite documents and no amount is to be deducted from dues of the firm.

18. Test and Inspection.

- 18.1. Inspection and tests shall normally be carried out at supplier's manufacturers works through DGS&D authority Board representative before the material is despatched to the consignee and a copy of the inspection/test report in such cases shall be attached by the supplier in original/photostat with the forwarding railway receipt or alongwith consignment. In case of DGS&D inspection, the entire responsibility rests with the supplier for getting the material inspected/supplied within the delivery period. The supplier shall be required to give atleast 21 days notice to the Purchase authority to arrange for the inspection of goods offered for despatch on different occasions. On receipt of advance notice from the supplier offering the material for

inspection, Purchase Section shall communicate the same to the inspecting officer who shall ensure that the consignment is inspected within 21 days from the date of receipt of notice from the supplier :Provided that the inspection and or tests may be waived off, in exceptional circumstances by the Managing Director after recording reasons thereof and supplier authorised in writing to send the consignment(s) without inspection clearly subject to the condition that such material will, however, be subjected to inspection/tests at the consignee's end and defects, if any noticed shall be notified promptly to the supplier for rectification or replacement of material as necessary under intimation to the Purchase Authority.18.2It shall be the duty of the consignee to report regarding deficiency/defects not only to the supplier direct but also to EE and SE and the purchasing authority concerned. The entire responsibility rests with the consignee and concerned EE for ensuring that the payments made in respect of such material are adjusted/recovered in the event of suppliers failure to rectify/replace the material. In exceptional cases where the consignees feel that it is not possible to recover the payment due from the supplier, the same may be intimated to the purchase section so as to take up the matter with the supplier and also to withhold the payments, if lying pending with other consignees.18.3No consignment offered for inspection beyond the date on which it is required to be delivered as per terms of the purchase orders, shall be inspected by the inspecting officer except with the approval of the Managing Director nor shall such delayed consignments be accepted and paid for by the consignee except with prior approval of the Managing Director.

19. Mode of Transport.

- 1. All the purchase orders shall be issued for destination basis and the responsibility of transport will rest with the supplier. If the tenderer quotes the rates both by rail and by road, the mode of transport will be as decided by the authority competent to purchase. However, the Purchase Committee may authorise the Managing Director for the change of mode of Transport depending upon the circumstances at the time of accepting the tender.

2. Against the purchase orders, against DGS and D/C.O.S. Punjab rate contract where the rates may be Ex-works, the mode of transport shall preferably be by goods trains. However, in special cases where the despatch of materials through goods train may entail undue delay, and the material is urgently required, the Managing Director after his satisfaction may change the mode of transportation.

20. Delivery against purchase order.

- 20.1. Delivery period of the material as per agreed upon alongwith terms and conditions of contract schedule 'D' shall be essence of the contract between the supplier and the Board.20.2In case Purchasing authority decides to accept the delayed supply, the supplier shall remain liable to pay 1/2% of the value of the goods delayed for every week or a part thereof subject to a maximum of 10% of total value of the delayed/undelivered supplies or the security of the contract whichever is less. In exceptional cases, the penalty can be reduced or waived off by the authority competent for the purchase.

20. [3. The responsibility for getting the supplies a rigid adherence to delivery period rests with the consignee and the concerned Executive Engineer which shall take necessary timely action to issue the notices to the suppliers but the action regarding penalty and forfeiture of security shall be taken by the Managing Director. All cases where any other damages are to be claimed from the supplier as admissible under the law and executive action such as debarring of a particular firm shall be decided by the authority competent to purpose.] [Dated 14.8.1985.]

20.4 In respect of defective/damaged supplies the date on which a supply is replaced shall be reckoned as the effective date of delivery there against. 20.5 In respect of supplies consignee-wise less than a truck load/wagon load for a particular consignee depending upon the mode of transport be treated as completed if incorporated in the supply order otherwise it is at the discretion of the Managing Director.

21. Extension in delivery schedule.

- [21.1. All extensions in delivery period shall be granted by the Managing Director but without allowing any additional taxes, duties, levies or statutory variations in the extended delivery period] [Dated 14.8.1985.]. 21.2 For items being purchased on DGS and DGS and/C.O.S. Punjab rate contract rates and conditions, the extension in delivery period, any amendments of rates and conditions made by DGS and D/C.O.S. may be allowed by the Managing Director. 21.2 After the approval of the Managing Director, Executive Engineer Purchases may grant extensions by amending the relevant clause of the purchase order and in such case no penalty shall be leviable.

22. Arbitration.

- Except as otherwise specifically provided in the contract, all disputes concerning question of fact arising under the contract shall be decided by the arbitrator subject to a written appeal for arbitration by the supplier to the Board whose decision shall be final to the parties hereto : Arbitration shall be effected :- (i) By the Managing Director or his nominee not below the rank of a Superintending Engineer. (ii) The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration Act 1940 or any statutory modifications thereof and shall be held at such place and time as the arbitrator may determine. (iii) The decision of the arbitrator shall be final and binding upon the parties hereto and expense of the arbitration shall be paid as may be determined by the arbitrator.

23. Amendments to the purchase orders/contract.

- Ordinarily, no amendment shall be issued to the terms and conditions of a purchase order/contract after it has been placed :- Provided that an amendment of the mode of transport or of the delivery schedule shall not be deemed to be an amendment under this procedure: Provided

further that amendments to purchase order which are in accordance with the approved terms and conditions may be issued by the Executive Engineer Purchase. Provided further that where, for non-avoidable circumstances, an amendment in any other term or condition does become necessary, such amendment shall be issued only in consultation with the Managing Director. Provided further that in the case of any amendment involving a higher financial commitment on the part of the Board, the Purchase Authority shall obtain the approval of the authority competent to purchase if it involve extra financial commitment for the Board.

24. Preservation of records.

- Unless otherwise necessary in consequence of any audit objection by Internal or Statutory Audit or pendency of any dispute with the supplier or arbitration or Court proceedings, all records relating to each purchase i.e. the notice inviting tenders, the quotations from suppliers, the comparative statement and the relevant purchase order issued, together with relevant correspondence, should be preserved for a period of five years reckoned from the date of completion of supply of the entire material/release of security whichever is later.

25. Executive order instructions.

- The Executive order/Instructions shall supersede the existing clauses of the procedure in the matter of inviting, considering and accepting tenders. The Board may from time to time waive or change or modify all or any of the provisions of the procedure. However, that in matters not specifically covered hereunder, the standing orders/instructions relevant to the contract shall continue to apply.

26. Interpretation.

- If at any time, any question arises relating to interpretation of this procedure it shall be referred to the authority competent to purchase whose decision shall be final.

A

Punjab Water Supply and Sewerage Board, Chandigarh Tender Notice No.....Sealed tenders are invited for the supply of material detailed below so as to reach this office by-----on-----. These tenders shall be opened on the same date and time in the presence of tenderers or their authorised representatives who may like to be present :-

S.No. Description of Stores

Quantity Earnest Money

Ida Non-Ida Ida Non-Ida

1.

2.

3.

4.

Only manufacturers or their accredited agents should quote their rates. Specifications and other important conditions are given in NIT which can be obtained from the office of the under-signed on payment of Rs.....only for each of the above items in cash or in the form of Bank Draft on any scheduled bank drawn in favour of the Managing Director. Request for mailing of NIT will be entertained only on receipt of the cost of the NIT plus Rs.....as postal charges. This office will not be responsible for delay, loss or non-receipt of NIT after despatch. The tenders are to be submitted alongwith earnest money as mentioned above. (i) Tenders should be valid for a period of 90 days from the date of opening of the tenders. (ii) Tenders received without earnest money will be summarily rejected. (iii) Late tenders received after the scheduled time or telegraphic tenders will not be opened/considered, in any case. Managing Director

Endst No. PWSSB : GA : dt.

A copy of the is forwarded to

M/s.....

for information and necessary
action.

Executive Engineer (P), for Managing Director, Punjab W/S and
Sew. Board.

B

Punjab Water Supply and Sewerage Board, Chandigarh Instructions to Tenderers

1. Tenders must be enclosed in a properly sealed envelope as per instructions in item 6 below, addressed to the Managing Director by designation and not by name. The tender must be superscribed "TENDER FOR THE SUPPLY or.....Due on.....as called for in tender notice No....."

2. Tender should be submitted in duplicate alongwith only one copy of tender form, instructions to tenderers and terms and conditions of contract.

3. Rates quoted in the tender shall be both in figures and words.

5. The offer/tender should be typed or written in ink. Offer/tender written in pencil may be ignored. All corrections must be signed by the tenderers.

6. Tenders should be accompanied with earnest money of Rs.....in the form of demand draft/call deposit receipt in favour of "Managing Director, Punjab Water Supply and Sewerage Board, Chandigarh," or it should be deposited in Cash in the Head office and receipt thereof must accompany the tender. Earnest Money through Cheque shall not be accepted. The tender should be in a sealed envelope and the demand draft/call deposit receipt of cash deposit should be attached, outside this envelope and these should be put into another sealed properly envelope superscribed as indicated at 1 above. Tenders without earnest money will not be opened/entertained.

7. Only manufacturers or their accredited agents should quote their rates. Accredited agents should submit a certificate or photostat copy thereof the Manufacturers whose accredited agents they are in support of their authorization by the manufacturers.

8. Tenderers imposing their own conditions, other than specified in the NIT and the tender document, would be liable for rejection.

9. Tenderers quoting their own mode of payment, and quoting their rates in a different in other manner than specified in the NIT is also liable for rejection.

10. Samples must be submitted alongwith the tender, if asked for. The sample must be either delivered in the Board Head office or be sent freight's paid. Freight to pay samples shall be left with Railway/carriers at tenderer's risk and responsibility.

11. The offer must be accompanied by test certificate (original or photostat copy) of National Test House Bombay/Calcutta, Shri Ram Test House, Delhi Mechanical Research and Development Organisation Ludhiana or a test house of National repute to prove that the material offered is according to the specifications given in the NIT.

12. The tenders will be received upto.....on.....and shall be opened on the same date and time in the presence of tenderers or their authorised representatives who may like to be present. In case the date of opening of tenders falls on a holiday declared by the Government tenders will be opened on the next working day following the closed day, at the scheduled time.

13. Telegraphic tenders will not be considered under any circumstances. The tenders/revised offer received after the aforesaid date and time for whatsoever reason may be, will not be considered under any circumstances and will be rejected outright without assigning any reason.

14. Any tender which is not accompanied by the proper tender form duly signed by the tenderer will not be considered.

15. The offer must be firm for a period of not less than 90 days. All tenders/offers will be regarded as constituting an offer or offers open to acceptance in whole or part upto the last date of validity as indicated by the tenderer in his tender/offer.

16. Price should be for delivery in safe condition destination (nearest rail head) excluding unloading anywhere in Punjab and should include transport, packing forwarding charges and insurance against damage, loss or theft etc. in transit.

In case the material is delivered by road transport, the rates should be for delivery ex-stores of consignee in good condition excluding unloading.

17. The price must be quoted in Indian rupees and any mistake in calculating the price will not justify the claim for increase in price.

18. Any tender which is not in accordance with the requirement of the NIT or otherwise contains ambiguous and vague term shall be rejected and no back reference to the tenderer will be made.

19. The rate of sales tax/Inter State Tax without form C and D Excise duty or any other taxes on each item should be specifically mentioned in the tender. Failure to do so will not entitle the tenderer to claim any such taxes subsequently.

20. The party must certify that they have the facility for testing the material offered and have a laboratory attached to their works in accordance with ISI requirements.

21. The Board reserves the right to reject all the tenders or the lowest or any other tender which in the judgment of the Board does not appear to be in its best interest and no correspondence in this regard will be entertained. Tenders will be regarded as constituting an offer open to acceptance in whole or in part or parts at the discretion of Managing Director.

22. The Courts of the place only wherefrom the acceptance of tender has been issued shall alone have exclusive jurisdiction to decide any dispute arising out of or in respect of the contract.

23. In the event of the tenderer requiring the inclusion of a price variation clause, the supplier should ensure that the clause provides full details of the price variation formula applicable to each item of supply and brings out precisely, the actual increase in the price of each finished item for every rupee worth of increase in each item of raw material/component or wages relating thereto. Besides, he should invariably quote a ceiling rate for each item of supply beyond which the escalation shall not be permitted. Tenders with price variation clause are liable to be rejected.

24. Earnest money deposited by the tenderer/supplier shall be forfeited, if the tenderer withdraw his tender during the currency of his validity period.

C

Punjab Water Supply and Sewerage Board.ChandigarhSpecification for

_____Bid document No. _____Due date

_____Price _____

Serial No. Description Quantity required Delivery period For

Destination anywhere in Punjab