

Manual of Purchases and Material Management

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Chapter-I

FUNCTIONS OF THE STORES PURCHASE ORGANISATION

Stores purchase organization is a vital part of industrial concerns. Public and private utility undertakings, agricultural enterprises, municipal authorities, armed services and government departments. It has, therefore, to be tailored to suit the particular needs of the organization, it is designed to serve.

The functions of the stores purchase organization of the Board will be as under :-

1. Procurement of materials and equipment.
2. Inspection.
3. Inventory control.
4. Market research.
5. Vender development.
6. Product research and development.
7. Standardization.
8. Material planning and programming.
9. Disposal off surplus and obsolete materials.

1. PROCUREMENT OF MATERIALS AND EQUIPMENT

All materials and equipment except those required against specific generation and transmission projects shall be purchased by this organization. The materials and equipment in required quantities shall be purchased at the lowest cost in consistence with the desired specifications at the proper time to meet the needs of the departmental works.

2. INSPECTION

Inspection will involve the following functions :-

- i) To inspect the materials and equipment ordered at the manufactures premises or the elsewhere as agreed to, so that the products offered comply with the specifications of the Board.
- ii) To arrange for inspection of manufacturers' works godowns for registration purposes and also for assessment off their capacity, capability to manufacture some particular type of stores.

3. INVENTORY

It is most important to maintain the value of the stores in stock at the lowest practical level at all times in order to economise in the use of working capital and to minimise the cost of storage. There is, however, some conflict between the need to maintain liberal supply of materials and the need to economise in stock holding. On the hand, the other stock held, the easier it is, have required items readily available on demand; on the other hand the more stock held, the greater the cost incurred. It is thus necessary to seek, find, operate a satisfactory compromise between these two opening forces. The inventory control will thus involve the following processes :-

- iii) Assessing the items to be held in stock.
- iv) Deciding the extent of stock holding off items individually and collectively.
- v) Regulating the input of stock into the central stores.
- vi) Regulating the issue of stock from store houses.

In order to carry out the above functions, the Chief Purchase Officer, will have some sort of a control over the departmental stores and his orders to process the above mentioned ideas will be accepted by the units handling the stores.

4. MARKET RESEARCH :

This organisation will conduct market research with an eye on the following objectives :-

- i) Time taken for a particular item to be delivered.
- ii) The trend of prices for different items of stock.
- iii) The type of business houses and their locations from where the right type of stores can be procured,
- iv) Time ordering, when the prices may be the lowest for particular items.
- v) That stores and equipment are to be ordered from what country or a firm.

5. VENDER DEVELOPMENT

In the present day market of scarcity, many materials have become items of monopoly and the firms concerned are charging exorbitant prices. This organisation will make efforts to develop contracts with potential manufacturers and suppliers in this respect, so that the stores are purchased at competitive prices.

6. PRODUCT RESEARCH/DEVELOPMENT

Research will be conducted to find out alternative stores and equipment for the ones which are not readily available or can be procured only on exorbitant cost.

7. STANDARDISATION

Standardisation is one of the outstanding achievements of modern times. In all undertakings like ours, where construction, maintenance, repairs and operating items form bulk of the purchases, there is a great scope for standardising them so as to avoid overlapping, duplication etc. The process of standardisation has to be carried-out with the following motive in mind :-

- i) To reduce the number of items stocked and thereby to decrease the inventories.
- ii) To increase the inter-changeability of fittings and spare parts.
- iii) To reduce the cost and labour involved in the preparation of specifications etc.
- iv) To substitute the common use items for specially designed parts.

8. MATERIAL PLANNING AND PROGRAMMING

Public sector utilities like the State Electricity Boards have to perform very diversified functions of generation, transmission and distribution of power, which involve very large quantities of stores and equipment running in thousands of items. Most of these stores have

long lead times of procurement. Hence, the planning and programming of materials has to be done very much in advance. The planning will be based on the following ideas :-

- i) Purchase plan for a year will be prepared at least 12 months in advance of the year.
- ii) This plan will be based on the half/yearly indents to be received from the field units in the form specified at annexure-I.
- iii) The indents of the field units will be based on the working programme for the year and the budgets allocated.
- iv) The indents will also have relation to the reserve stock limits.
- v) The case for the purchases involving foreign exchange will be moved much in advance of the date on which these materials are actually required.

9. DISPOSAL OF SURPLUS AND OBSOLETE STORES

Stock represents cash and any dead stock is un-productive capital and has thus to be turned productive. This is done by disposing off the surplus and obsolete items. In this respect, this organisation will have the following responsibilities :-

- i) All items declared surplus/obsolete will be reviewed once in a year.
- ii) The items ultimately found surplus/obsolete will be collected at one place and will be disposed-off in a manner, as directed by the Board.

Chapter-II

ENLISTMENT OF FIRMS AS APPROVED SUPPLIERS

1. General : A list of approved suppliers/contractors indicating the items of store and their value, for and up to which they are considered eligible, shall be maintained by the Central Purchase Organisation of the Board. The detailed regulations, which are to be followed by the Purchase Organisation of the Board in this regard, shall be laid down in this chapter.

2. Eligibility for Registrations :- All firms, no matter where they are situated. Indian or Foreign, who deals in the stores under purchase by Chief Purchase Officer shall be eligible for registration, if otherwise found suitable.

3. Authority : - The authority competent to enlist and blacklist/suspend/ban a firm shall be the Store Purchase Committee of the Board. The Chief Purchase Officer shall however be responsible for making out detailed cases and his recommendations thereon for submission to be the Store Purchase Committee.

4. Application for Registration :- Applications for Registration must be made to Chief Purchase Officer, H.P. State Elec. Board, Shimla in the prescribed application form as per annexure II attached. Indian firm's can obtain the application form from the office of Chief Purchase Officer, HP State Elec. Board, Shimla on payment of Rs. 10/- as application form fee (non refundable). The fee should be remitted in the shape of Indian Postal Orders payable to Accounts Officer (Banking), HP State Electricity Board, Shimla-4. The foreign firms are exempted from paying the application form fee. The application form should be submitted by the applicant firm to the Chief Purchase Officer, HP State Elec. Board, Shimla along with a Bank draft of Rs. 250/- in favour of Accounts Officer (Banking) H.P. State Elec. Board, Shimla-4 as registration fee. Fee once paid shall be non refundable. (amended)

5. Submission of Application Form :- Application for registration duly filled in may be submitted direct to Chief Purchase Officer, HP State Elec. Board, Shimla accompanied by the following :

- i) A bank draft for Rs. 250/- in favour of Accounts Officer (Banking), H.P. State Elec. Board, Shimla as registration fee. (amended)
- ii) The firms current Income Tax Clearance Certificate in case of a limited and partnership concern.
- iii) The Proprietor's Income Tax Clearance Certificate in the case of a proprietorship firm.
- iv) Copies of the firm's last annual report giving profit and loss account and balance sheet for the last three years.

The following documents should also accompany the applications form in addition to the above :-

- (a) Ownership documents in respect of firm's factory and machinery installed therein (in respect of manufacturers only).
- (b) Agency agreement, giving details of agency commission and confirmation of acceptance of payment in rupee in case off agents of foreign firms.

- (c) Details of established importers license valued not less than Rs. 10,000/- (in case of stockists of imported stores).
- (d) A copy of the Memorandum and Article of Association (In case of limited Company.)

6. Categories of Registration

1. the firms are entitled for registration in the following categories :-

- (i) manufacturers.
- (ii) Sole Selling Agents of Indian Manufacturers.
- (iii) Stockists of Imported Goods.
- (iv) Agents of Overseas Principals.

7. **Processing of Applications for Regulations** : - On receipt of applications in the prescribed form, these will be scrutinised thoroughly with regard to all the particulars contained therein before deciding whether the firm to be registered is suitable for registration or not. The applications of the firms considered unsuitable for registration will be rejected straight away without holding inspection at its premises and works. In other case, arrangements will be made to obtain the following documents :

- i) **Verification of financial standing** : - A report will be obtained from the firm's bankers regarding their financial standing.
- ii) **Inspection** :- An inspection report will be called for from the Inspecting Officer (Nominated by the Chief Purchase Officer) on the firm's factory/workshop/godown for assessing their capability as manufacturers or stockists.
- iii) **Verification off antecedents** :- The standing and respectability of the firm and the ownership of factory, where-ever necessary, will be got checked through the Civil Authorities of the area, where the firm is located. Reports from the District authorities may also be called for in respect of the firm whose proprietors/partners/**Directors are believed to be of doubtful allegiance to the Union of India**
- iv) **Tests** : - In the case of applications for registration of stores which require test reports for the products from a laboratory (e.g. Oils, Paints, Varnishes, Cement etc.) the applicant will be advised by the Chief Purchase Officer, to leave their product tested at their own expense and to furnish such reports to this office in original or copies of the same duly attested by testing authorities.
- v) Enlistment of foreign manufacturer's Agents in India will be confirmed to Authorised Dealers only, who will be required to supply the Board, copies of Agreement with their principals.
- vi) The application for enlistment should accompany an affidavit of the applicants attested by an Oath Commissioner, to the effect that he or his firm has never been Black listed and his firm has no connection or interest in a person/persons of the firms who has/have been blacklisted by this Board or any other Board/Undertaking/Govt. or Semi Govt. Undertaking.

On receipt of all reports/documents mentioned above, each case will be examined and each case decided on its merits. The decision of the Chief Purchase Officer will be final with regard to the approval of refusal to enlist the firm. The reasons for refusing to enlist a firm shall however be intimated in writing to them to enable the firm to improve their efficiency.

Registration once done, will be valid for five years unless otherwise decided in special cases.

8. Registration for Additional Items : - There is no prescribed application form for registration of additional items normally, after the expiry of the 6 months from the previous registration, the firm can apply by ordinary letter giving sufficient details for the advantages possessed by them in supplying additional items, which are considered to be essential. For this, a proforma as per annexure III attached shall be supplied free of cost to the firm. On receipt of completed proforma, the chief purchase officer will make out his decision for approval or rejection for registration of additional items. If necessary, a fresh Bank report may be called for to assess the firm's capability for additional items.

9. Maintenance of Index Card : for purposes of ready reference in the matter of registration of the firms, the following index cards will be maintained by the central purchase organisation.

- i) name of the firms registered and the items for which they are registered (Separately for Indian and Foreign forms). The manufacturer's cards (Indian & Foreign) will also indicate the name of their Indian agents, if any similarly the card of every Indian agent will also indicate the name of their overseas principals.
- ii) Firms whom registration has been refused or who have been removed from the approved list.
- iii) Firms whose registration is under consideration.

10. Capacity Report on unregistered Firms :- The chief purchase officer will arrange to have capacity reports for unregistered firms, before the orders are placed with them. Such firms will however be advised to seek registration for further dealing in such items.

11. Removal of Registration :- Registration valid for five years will be renewed after the expiry of five years. The procedure for renewal will be same as for initial registration except that initial payment of Rs. 10/- shall not be charged for the set of application form. However it would be suggested that registered firms should get their registration renewed well in advance of the date of the expiry of 5 years. Firms who fail to get the registration renewed before the expiry of the registration shall however be reminded for renewal failing which their names shall be removed from the approved list of registered Contractors/Suppliers/Manufacturers.

12. Removal of Firms from the list of Approved Contractors :- Although registration is normally valid for five years, it may be cancelled, with the approval of Store Purchase Committee, without notice, if necessary, subject to any or well of the following reasons :-

- a) Fails to secure a contract from Chief Purchase Officer during a period of five years after initial registration/renewal of registration.
- b) Fails to execute a contract or fails to execute it satisfactorily.
- c) Is declared bankrupt or insolvent.
- d) No longer has the technical staff or equipment considered necessary.
- e) Fails to furnish Income Tax clearance certificate as required under the rules.

13. Benefits/concession to Registered Firms :

The contractor/Supplier/manufacturer enlisted with the Board shall be entitled to the following benefits/concessions :

- i) They shall be entitled to get copies of enquiries, otherwise issued in the press, pertaining to the category under which they are enlisted.
- ii) In case of emergency, immediate necessity and/or limited enquiries when the same are not issued in the Press, such enquiries shall be issued to contractor/supplier/manufacturer enlisted with the Board.
- iii) In case the rates and terms and conditions of the other tenders, not so enlisted with the Board are equal as compared to that the firm enlisted with the Board, the preference shall be given to the latter in the matter of placing orders, provided that their past performance is satisfactory.
- iv) They shall be exempted from paying earnest money.
- v) They shall get due considerations for their previous performance while levying damages for delayed supplies, provided the H.P. State Elec. Board suffers no loss potential or actual as a consequence of such delay.

14. Black Listing, Banning and Suspension :

Black Listing : - The firms will be liable for blacklisting for any or all of the following reasons :

- i) Malpractices like bribery, corruption etc.
- ii) Failure to fulfill the obligations incumbent upon them by contracts entered with Board.

The time for blacklisting a firm will either be for a limited period or for indefinite period and will involve immediate cancellation of all business with the Board. The other State electricity Boards & Govt. Electricity Undertaking shall be informed accordingly.

Banning : - Where blacklisting is not justified, the punishment of banning will be imposed. This will normally be for a short specified period and will involve cancellation of business with the Board for that period. All the subordinate office of the Board will also be advised to follow suit.

Suspension : - When a prima-facie case of corruption etc.; is made out against a firm, business with them will be suspended by the Chief Purchase Officer, till such time the case is finalized. The facts reasons for suspension shall not be communicated to the firm concerned.

Procedure : - All cases concerning "Black listing and banning" of firms will be dealt by the Chief Purchase Officer who will make the necessary preliminary investigations and, if satisfied that prima-facie case against the firm is justified, will take immediate steps to issue order with the approval of SPC for suspending further business with the firm, Order

regarding Blacklisting, Suspension of Business or Banning' shall be kept confidential and shall not be communicated to the firms or to others. Normally orders of Blacklisting and banning will not affect current contract pending execution by the firms Black-listed/Banned.

Chapter-III

REQUISITION FOR PURCHASES

1. General : As a general rule, all the major purchases for the Board will be made by the Central Purchase Organisation. However for local purchase, other officers shall enjoy such powers as delegated to them by the board and the same shall be exercised by them as demanded by each occasion and in the interest of the works.

While making purchases, the Central Purchase Organisation off the Board shall mainly be governed by the following principles.

- 1) Purchase shall be made in the most economical manner and in accordance with the definite requirements of the Board.
- 2) Stores shall not be purchased in small quantities when it is known that large quantities will be required for consumption during the year.
- 3) Purchases shall be planned to ensure regulated supply as per requirement Care shall be taken to avoid making of purchase much in advance of actual requirements which may prove in excess of actual requirement and may result in blocking up of Board's funds un-necessarily.
- 4) Purchase Orders shall not be split up to evade the provisions of these regulations.

2. Submission of Indents : - The purchase shall be made on the basis of indents received from Superintending Engineers half yearly by 15th May & 15th November. Indents will show probable requirements of the subordinate offices for the six months, ending March & September respectively and shall be on the proforma as per Annexure-I.

In additional to half yearly indents required to be submitted to the Central Purchase Organisation of the Board Supplementary Indents ma be submitted by the Superintending Engineers,, covering increase in quantities of half yearly indents and unforeseen demands, urgent indents covering emergent demands, and special indents covering demands of special materials which are not generally used by all the offices, wherein detailed lists of all materials needed should be prepared clearly indicating the particular month during which these materials shall be required. Indents shall invariably be sent in duplicate. (amended)

3. Preparation of Indents :-

- 3.1 Calculations/Specifications and/or particulars given in the indents must be clear & complete and must be accompanied with all drawings, models and samples & all information necessary for an accurate & complete comprehensive of the demand so that difficulty is not experienced at the time of filling specifications in the Notice Inviting Tender/Purchase Order/Contract agreement.
- 3.2 Whenever the quantity of materials indented for, is in excess of quantity used during either of two preceding half years, a clear explanation in support of such increase in demand should be furnished in the remarks column.
- 3.3 The maximum and minimum limits proposed for each item of store should be taken into account and, in no case, should qualities, in excess of maximum limits, be intended for.

- 3.4 The quantities indented should be limited to the barest minimum essential for satisfactory and efficient working.
- 3.5 As far as possible, separate indents should be prepared for each category of material.
- 3.6 A definite date, by which delivery of stores is required should be given. Even for urgent and immediate indents, It will not suffice to mark 'Urgent' and Immediate' but a definite date by which material is required should be given.
- 3.7 Complete despatch instructions should be given.
- 3.8 The name of the officers to whom the bills etc. should be sent for payment, should be given along with the name of the respective bankers.
- 3.9 The head of account as per Board's classification, to which the cost will be chargeable, should be indicated.
- 3.10 Certificate to the effect that budget provisions exist should be given.
- 3.11 The following information should also be furnished with the indents.
 - a) Quantities available in stock.
 - b) Quantities on order.
 - c) Quantities indented for.
 - d) Consumption during the preceding 12 months as per stock issue register.

Scrutiny of Indents :- The indents received from the superintending Engineer shall be scrutinized in the Central Purchase Organisation with the statement of surplus materials which shall be obtained from all the stores quarterly. This consolidated statement shall be checked independently, by one of the Assistant Engineers working in the Central Purchase Organisation to ensure that the indents are no way excessive and that they have been prepared strictly in conformity with the directions contained in these regulations.

Chapter-IV

PURCHASE PROCEDURE

1. Mode of Purchase : The purchase shall be made through any of the following methods as may be applicable under the conditions defined in these regulations.

- i) Purchase through open tenders.
- ii) Purchase through limited tenders.
- iii) Purchase on single tender i.e. without inviting tenders.
- iv) Petty cash purchase.

1.1 Purchase Through Open Tenders : - Open tender will be invited for all purchases costing more than Rs. 10,000/- except for items for which the Board may decide otherwise. (amended)

The open tendering may be dispensed with in very exceptional emergent circumstances and limited tender enquiry may be floated after recording reasons in writing, subject to procedure, prescribed in Regulations for purchasing through limited tender enquiry, being followed.

The notice for inviting tenders (as per annexure/IV attached) shall be published in the Indian Trade Journal and other prominent news-papers having wide All India or state or Regional Circulation.

In all cases, where open tendering is resorted to, the tender enquiries shall also invariably be sent through registered post to the approved suppliers on the Board's registered list.

All tenders received against open tender enquiry, irrespective of whether they are from approved suppliers on the registered list or otherwise, shall be considered, provided they are in accordance with tender conditions and specifications.

1.2 Purchase through limited tenders :- Unless otherwise directed by the Board, a limited enquiry to the registered/approved suppliers will be issued only in respect of supplies costing not more than Rs. 10,000/- or where open tendering has been dispensed with as per clause 1.1 above. Enquiries/Tender Documents shall be issued per registered post to those firms, which are registered in respect of material sought to be purchased. Where there is no approved list or sufficient parties are not registered with the Board (in respect of material sought to be purchased) the list of firms to which enquiries/tender documents may be issued shall be decided by the Chief Purchase Officer.

Note : - *In case of limited tender. no press enquiry shall be issued.*

1.3 Purchase through Single Tender : - Except for an item, which the Board may specifically reserve for purchase from a particular supplier, no purchase shall be made on a single tender by selecting any particular supplier, even if he is registered/approved supplier with the Chief Purchase Officer.

Provided that, in very exceptional circumstances of an emergent nature, the purchases may be made on single tender by dispensing with the open/limited tendering procedure, with the specific approval of the Store Purchase Committee up to a maximum value of Rs. 50,000/- only, subject to reasons being recorded in detail.

OR

Single tender shall be issued only in those cases where items are of a proprietor nature or where repetitive order are to be issued within a short period due to emergency. In such proprietary cases, the tenders may not be advertised but quotation invited from firms dealing in such items.

1.4 Petty Cash Purchases :- Petty purchases, not exceeding Rs. 200/- on each occasion, may be made on cash and carry basis after ascertaining the lowest rates and recording a certificate to this effect. Payments in respect of such petty purchases may be made available with the purchasing authority.

1.5 Nothing contained in these regulations shall, however, absolve any officer from the responsibility for taking necessary action to execute the work and/or obtain supplies in cases off extreme emergency (depending upon) the circumstances of each case before taking such action, he shall obtain the approval of the next higher authority. The approval shall be got ratified from the competent authority without delay.

2. Issue of Tender Enquiries

2.1 After the consolidated item-wise indent of equipment and material required during the year, as provided for under clause-4. Chapter-III has been prepared, the Chief Purchase Officer will initiate the procurement action by inviting open, limited or single tender, as appropriate in each case, in terms of regulations under clause I "*Mode of Purchase*" clearly indicating the quantities and specifications of the material to be purchased. As far as possible, separate tender notices shall be issued for separate items. The tender enquiry or notice for inviting tenders (whether open/limited or single) to the firm will be as per regulations under "*Mode of Purchase*" clause I.

2.2 On receipt of requests from the firms/contractors in case of open tender for supply of tender documents, accompanied by tender fee (cost mentioned in Tender Notice to be advertised) in the form of crossed postal order, the following tender documents will be supplied to the firm/contractor.

1. Invitation to Tender and Instructions to tenderer ----	One Copy	As per Annexure 'V' attached.
2. Schedule to tender, accompanied by special condition, if any -----	One Copy	
3. Forwarding letter to the tenderer to be filled in and signed by the tenderer in token of his agreeing to keep the validity of the offer open up to specified date and undertaking to supply the stores on eh terms and conditions specified therein -----	One copy.	

However in case of limited tenders, the tender documents mentioned above will be issued to all suppliers which are registered with H.P. State Elec. Board with the remarks that their tender will be accepted only, if it is accompanied by tender fee (along with their offer).

2.3 Invitation to tender/tender documents shall be issued-under the stamped fascimile signature of the competent authority viz. Chief Purchase Officer. The office copy of invitation to tender must however be signed in ink by concerned officer.

2.4 Tender/quotation forms and other documents connected there-with, shall remain in the custody of any authorised Officer/Officers of Central Purchase Organisation and proper record of their issue shall be kept.

2.5 The tender documents to issued, whether for open, limited or single tender shall be chronologically entered inn a register of enquiries/tender notices maintained in the central purchase organisation and specific serial orders shall be allotted in the same order.

2.6 While inviting tenders/quotations, the following information shall invariably be given to the contractors or supplier/suppliers in the tender documents.

- i) Nature of work to be executed and its estimated cost.
- ii) Description of supplies to be made and their quantities.
- iii) The period within which the work/supply is required to be completed from the date of receipt of orders to commence work/supply.
- iv) The account of earnest money which must accompany each sealed tender/quotation for details, see Note Below).
- v) The amount of security which must be deposited by the contactors/suppliers if his tender/quotation is accepted for the faithful execution of contract/supply (For details, see clause off Security Deposit).
- vi) The name of the office from where blank forms, specifications/drawing/ model, schedule of quantities of the various materials, descriptions of work/supply, contract form and other documents can be obtained, the price charged for each and the place and the time, where such plans for the work may be inspected, if such plans do not form part off the tender/enquiry.
- vii) The date, time and place for opening of tenders/quotations.
- viii) The date, time and place where selected tenders/quotations will be received.
- ix) The form in which earnest money/security deposit has to be deposited.

NOTE :

Earnest Money : - Every tenderer, while submitting his tender shall be required to give the earnest money deposit specified in the tender notice in the form of postal order or demand draft payable to Accounts Officer (Banking), H.P. State Elec. Board. Earnest money must necessarily accompany the sealed tender without which tender shall be rejected outright.

The firms which are registered as approved suppliers with the HP State Elec. Board shall, however, be exempted from payment of the earnest money.

Earnest money deposit with the tender in the form of a cheque or any other form not specifically approved by the Board shall not be accepted under any circumstances, nor shall a request from the tenderer for the transfer of earnest money furnished against any previous tender to the tender under consideration, be entertained.

The amount of earnest money will be as specified in the tender document under column 'Invitation to tender and Instructions to Tenderers.

As soon as the tender has been decided upon and the purchase order placed on the selected supplier or suppliers, the earnest money deposit of the unsuccessful tenderers shall be released to them forthwith by Purchasing Officer without waiting for any formal application in this regard.

The amount of earnest money deposited by the successful tenderer shall be adjusted towards security deposit after the award of the contract.

2.7 In addition to above information to be supplied, the suppliers shall be informed that :-

- i) The tenders/quotations shall be submitted in double sealed cover, inner cover to indicate the particulars of the tenders/quotations and the due date.
- ii) The officer inviting the tenders reserves the right to reject any or all tenders/quotations without assigning any reason and he shall not be responsible for the cost incurred in preparation and submission of tender/quotation.
- iii) The tender/quotation shall be submitted in the prescribed form of the Board, accompanied by the following wherever necessary.
- iv) Specifications.
 - a) Drawings which the supplier must submit with his tender and these to be submitted within a specified period/after order is placed with the firm.
 - b) The samples of materials and other articles to be deposited.
 - c) The tests which are to be carried out on works and materials.
 - d) Items and quantities with a description there of showing the quantities of work and the units of work and units of measurement with rates tendered in figures and in words and totals.
 - e) The period off supply/contract and the penalty which will be imposed on the supplier/contractor, if he does not keep the time schedule.
 - f) Other terms and conditions including reserving the rights of acceptance of tenders with the purchasers.
- v) His earnest money will be liable to be forfeited, in case he fails to commence work/start supply, after order to commence work/short supply has been given and the authority inviting tenders/quotations shall be at liberty to entrust the work/supply to another contractor/supplier.

2.8 Charges of Tender Documents :- The cost of tender forms shall be charged on the following rates :-

<i>Estimated Value of Tender</i>	<i>Rate per Tender Set.</i>
Upto Rs. 50,000/-	Rs. 25/-
Rs. 50,001/- to 1,00,000/-	Rs. 50/-
Rs. 1,00,001/- to 3,00,000/-	Rs. 100/-
Rs. 3,00,000/- to 5,00,000/-	Rs. 200/-
above Rs. 5 Lacs	Rs. 500/- each set.

2.9 Delivery of Tender/Quotations :- The tenders/quotations shall be sent by registered posts.

3. Receipt of Tenders:-

3.1 The seals of the tenders shall be examined immediately on their receipt. In case the seals are broken or damaged the matter shall be immediately brought to the notice of the officer, inviting tenders or the officers responsible for receipt of tenders.

The tenders/quotations shall be entered in the register of tender/quotation (specimen form enclosed Annexure-VI).

3.2 Tender/quotations shall remain in the custody of :-

- i) Sub-Divisional Officer in case the tenders/quotations have been invited by him.
- ii) Divisional Head clerk in case the tenders/quotations have been invited by the Executive Engineer.
- iii) Circle Superintendent in case the tenders/quotations have been invited by a Superintending Engineer or Central Purchase Organisation of the Board.

3.3 Tender/quotations submitted after scheduled date and hours of opening of tenders/ quotations shall not ordinarily be entertained.

3.4 The tenders/enquiries, once issued, shall not be cancelled or reinvited/received unless there has been material change in the basic specifications of the stores required after receipt of tenders or where the offers revised do not conform to specifications in important respects, or where prices quoted are unreasonably higher because of sudden slump in the market. Even in such cases, very careful consideration should be given by the Chief Purchase Officer before reinviting/reissuing tender/enquiries. In the Sub Division/Division/Circle Offices, the Superintending Engineers may authorise cancellation of and reinvitation/reissue of tenders/enquiries, but details of such cases shall be reported to Store Purchase Committee of the Board.

3.5 Postponement of opening date of tenders :- Request for the postponement of opening date of tenders received from the tenders shall be decided on individual merit by the Chief Purchase Officer. This decision should be communicated in advance of the original date of opening of the tender in order to avoid complaints. When ever it is considered necessary to postpone the date of tender, quick decision must be taken and communicated to tenderers who have purchased the tender set and shall be at least 10 days before the original due date of opening. Such notice of extension of date of opening should also be published in leading News papers before the original due date of opening.

OPENING OF TENDERS :

4.1 All tenders/quotations shall be opened on the day, time and place advertised/stated in the notice/enquiry. If that day happens to be a holiday, tender/quotations shall be opened on the next working day at the same time and place, in the presence of tenders suppliers of their authorised representative who wish to be present by :-

- i) The sub Divisional officer, in case tender/quotations have been invited by him in the presence of Sub Divisional Clerk
- ii) Divisional Officer (Executive Engineer) in case Tender/Quotations have been invited by him, in presence of another officer working in that Division.
- iii) Superintending Engineer, in case tenders/quotations have been invited by him, in presence of another Officer working in that Circle.

- iv) The Chief Purchase Officer or his authorised representative in case tender/quotations have been invited to him in presence of another officer working in that office.

4.2 The Officers/Officials present at the time of opening shall jointly sign the register of tenders/quotations. The name of the firms whose representatives are present at the time of opening of the tenders/quotations shall also be mentioned in the register and their signatures obtained.

Note : The concerned officer opening the tenders should verify that only authorised representatives of firms, which have actually submitted the tenders, are present at the time of opening of tenders. Unauthorised representatives (or representative of firm which have not submitted the tenders) should not be allowed to be present.

4.3 The Officer opening the tenders will read out the following particulars only, from each tender opened by him, for the information of the representatives attending the opening:-

- i) Tender No. and name of the tenderer.
- ii) Article/Nomenclature of store.
- iii) Quantity.
- iv) Price including the unit of price and point of delivery.
- v) Conditions stipulated by the tenderer as distinguished from the terms of the tender.

4.4 Each tender shall be numbered serially, initialled, and dated on the front page. Each page of the schedule or letter attached to it shall also be initialled with date, particularly, the prices, D/P etc. should be circled and intialled. Blank tenders shall be cancelled under the dated initials of the concerned officer opening the tender.

4.5 Alternations in the tenders, if any made by the contractors/suppliers, should be initialled legibly by the officer opening the tenders to make it perfectly clear that such alterations were present on the tenders/quotations at the time of opening.

4.6 No amendments to tenders/quotations will, on any account be permitted after the opening of tenders has commenced.

4.7 The earnest money received with the tenders shall be duly accounted for under the relevant head of account.

4.8 Telegraphic or letter quotation/tender received from the firms.

Telegraphic or letter quotations received from the registered firms shall be considered, provided they are complete in all respects with regard to price (item wised price where necessary), specification, delivery and other particulars essential for taking purchase decision, subject to the condition that they are confirmed with three days in the prescribed tender form, Telegraphic or letter quotations which are incomplete and lacking inn essential details and telegraphic or letter quotations for which confirmation in the prescribed form is not received within three days shall be treated as 'LATE' tender and ordinarily ignored. Detailed particulars regarding drawing leaflets etc. accompanied by letter explaining the delay can however be accepted in exceptional cases within 19 days from the date of opening of tenders.

Telegraphic or letter quotation received from unregistered firms shall ordinarily be ignored.

4.9 Delayed Tenders :- Tenders received, after the last date notified for their receipt, shall not be opened at all, regardless of the date of posting by the tenderer. The following procedure shall be followed in respect received late :-

1. Immediately on receipt of tender the envelope shall be superscribed with the words "LATE tender, not to be accepted".
2. The tender will thereafter be kept in safe custody till the decision of case.
3. After decision of the case, the envelope will be opened and the tender papers superscribed with the words mentioned in (1) above
4. The earnest money there is shall than be returned to the tenderer.
5. The tender papers will there of term be retained for a period of three years and then destroyed.

5 PROCESSING OF TENDERS

5.1 Preparation of comparative statement :- After the tenders/quotations have been opened, these, along with the file will be passed on by the Officer opening the tender to correspondence branch. It will be the responsibility of correspondence branch to have the tenders/quotations properly sorted out or stitched in case of build tenders. The despatcher after making necessary entries in the register will then pass them on to the concerned official, supposed to make the comparative statement. The time for preparing the comparative statement shall be decided by the concerned Officer. There after the file along with tenders and comparative statement duly prepared and initialled by concerned official shall be forwarded to the concerned officer, who will process the case further after checking the comparative statement so prepared.

The comparative statement will indicate, inter-alia the base price as well as other extra charges on account of freight, excise, sales tax, etc. and the net equivalent price also addition all these items for each tender/quotation.

In order to make proper and realistic element of freight, the freight, charges shall be computed on published goods tariff the Indian Railways up to a common focal point of destination in H.P. which shall be specifically prescribed by the Board for all purchase meant for distribution to various points in the Board's territorial jurisdiction. For purchase made specifically, for any particular stores depot or location, the destination will be specified in the N.I.T. and in such cases, the freight charges shall be computed on published goods tariff from the point of supply up to the destination so specified.

Where the purchases are made by field officers in the field for distribution at different points under his jurisdiction, the headquarter of field officer shall be specified as destination in the tender enquiry or the NIT and the computation off freight charges shall be done accordingly.

5.2 Price Preference :- As per the orders of the HPSEB, circulated vide no. HPSEB/27-3/73-52927-87 dt. 24/12/73, a price preference to the extent of 17½% over the other tenderers shall be allowed to the small scale eligible Industries located in Himachal Pradesh. For the purpose of comparative statement, the rates of the outside parties shall be escalated by 17½% over the basic rates and shall be compared with the rates quoted by the firms located in Himachal Pradesh. The price preference shall be allowed only if the firm is a registered manufacturer of the particular material with the Industries Department of Himachal Pradesh Government. A certificate of eligibility from the Director of Industries shall have to be produced by such parties before any price preference is allowed to them.

5.3 Scrutiny of Offers :- The following points shall be carefully examined before placing an order on a firm :-

- (a) The offer made by the firm, whether they are registered with this Board for the particular store and if unregistered, their capacity, capability based on their financial position and repute etc.
- (b) Offer may by the firm vis-a-vis the requirement of the indentor, namely, the specification/drawing or other particulars governing the requirements.
- (c) Past performance of the firm, if they have already executed any order, the land they are carrying on, if they are in process of executing any contract.
- (d) The delivery period offered for execution of the order vis-a-vis the requirement of the indentor.
- (e) Whether the prices offered by the party are firm or are subject to any variation and in the latter case whether the elements affecting the price factor have been reasonable asked for.
- (f) Whether the firm has agreed to abide by the general conditions of the contract and clauses, such as arbitration, warranty etc. and that they have not stipulated any abnormal conditions in their offer.
- (g) Whether the firm has asked for any assistance, e.g. the release of raw material etc., in the execution of contracts and whether it can be accepted.

5.4 In short the concerned officer while considering the offer or placing the order shall ensure that the award of a contract to a firm will enable the consignee to get the material as desired by him and shall also see that the award of the contract is exactly in consonance with the offer made by the tendering him. Any terms and conditions being stipulated inn the contract, not originally offered by the firm, shall be incorporated after mutual agreement on the same.

5.5 After the comparative statement has been prepared, taking into consideration the above points, a note giving detailed, comprehensive and self-contained recommendations covering inter-alia the following points, will be forwarded to the next higher authority for approval/further considerations :

- i) Factual position regarding floating of tenders, actual requirement of the material, parties which have responded to the tenders and comparative prices quoted by them.
- ii) The deviations in specifications which are recommended for acceptance.
- iii) Reasons for not recommending the lowest tenderer (see note below).
- iv) Financial implication involved in ignoring the lowest tender.
- v) Previous performance of the party from whom
- vi) Deviations in commercial terms recommended for acceptance.
- vii) Total financial implications involved in the purchase proposal.
- viii) Serial wise items on which approval of the store purchase Committee/Board is required.

Note : Reasons of quality, performance, delivery, tenders/supplier's resources to carry out the work, supply of materials according to the specification and within the terms specified or any other reason, should be incorporated in detail in cases where lowest tenders have not been recommended for acceptance.

5.6 After the comparative statement and note for approval has been so prepared and has been considered by purchasing authority, that authority, within the powers delegated by the Board, shall make a final selection of the party or parties on whom the purchase order should be placed.

5.7 In cases where the approval of Store Purchase Committee is required, the same will be submitted to Store Purchase Committee through Chief Purchase Officer who shall act as Member-Secretary to the Committee or where the approval of the Board is required, the case shall be forwarded to the Board through Store Purchase Committee and the action to place the purchase order shall be taken in the light of the decisions given by Store Purchase Committee or the Board, as the case may be.

5.8 In the event of difference of opinion amongst the members of Store Purchase Committee, the decision of the majority will be final except where the Finance and Accounts Member Store Purchase Committee does not agree to the proposal, then it will be referred to the Board for decision.

Note : It shall be the duty of the purchasing authority of Chief Purchase Officer in cases where Store Purchase Committee or the Board is the purchasing authority, to ensure that the final decision on the case is taken or obtained at least ten days before the expiry of the prescribed period of validity off tenders. Generally no tender/quotation shall be considered, unless it is valid for the period specified in the tender documents. However, in certain cases as deemed fit by the Chief Purchase Officer, the validity may be got extended suitably.

Provided that, where for any unavoidable reasons a delay has occurred and the period of validity is due to expire before consideration of the case by the Store Purchase Committee/Board, the Chief Purchase Officer will bring this fact personally to the notice of the Purchasing authority with a view to obtain an immediate decision and where this is not possible because of the circumstances beyond control, immediate steps shall be taken to obtain extension of the validity period from the tenders.

5.9 Generally, as a rule, no tender or quotation shall be accepted unless at least three tenders or quotations have been received. In exceptional cases, where the material is urgently required, the approval of next higher authority shall be obtained, before placing a purchase order in cases where the open or limited tendering attracts only one or two tenders/quotations resulting in a total lack of competition.

5.10 **Negotiations** :- No post-tender negotiations relating to rates shall be conducted except where so directed by Store Purchase Committee in any particular case. In all cases of post-tender negotiation, the Finance and Accounts member or his authorised representative shall invariably be associated.

5.11 Acceptance of Escalation Clause for raw material, wages etc. :-

5.11.1 In certain tenders, it is likely that the tenderers may demand the inclusion off an escalation clause to protect themselves against any increase in the prices off raw material component, wages etc. and statutory levies. While ordinarily, only firm rates quoted by the tenderers shall be accepted, the provision of this clause may become necessary, if the period covered by the purchase order for completion of supplies is sufficiently long. In such cases, it should be clearly provided in the instructions to tenderers accompanying the NIT that where a tenderer wishes to include an escalation clause in his offer, he should ensure that the clause provides full details of the escalation formula and brings out precisely the actual increase in the price of finished item for every rupee worth of increase in the price of raw material/component or wages, to which, the escalation applies. It should also be made clear in

the terms and conditions of the contract, that even if the terms of escalation is accepted by the Board, the actual escalation claimed there under shall be admitted only on furnishing such documentary evidences, as may be required by the Board, in support of the increase in respect of each item of raw material/component, wages etc., for which the escalation is claimed and further, that in addition to the documentary evidence, the supplier shall also furnish a chartered Accountant's certificate to the effect that raw material/component etc. for which the escalation has been claimed, has actually been utilised for manufacture of items meant for supply to the Board.

5.11.2 It should be further provided that, even where the price escalation is to be included in-escapably on the basis defined above, the total escalation in the final price should normally be subject to a specified limit. The equivalent rate in the comparative statement in such cases will be arrived at, after loading the quoted prices with the escalation limit quoted by the tenderer. The Store Purchase Committee may however decide to accept the tenders-even without maximum ceiling limit.

5.11.3 Notwithstanding anything contained in the foregoing provisions of these regulations, no purchasing authority below the level of Chief Purchase Officer, or Store Purchase Committee were need be shall above/place a purchase order containing a price escalation clause.

5.12 Advance Acceptance of Tenders :-

5312.1 After a decision has been taken in regard to the acceptance off tenders, the formal acceptance of tenders, shall normally be issued within 48 hour of the decision, under certain circumstances, it may be necessary to issue advance advise of acceptance of tender by telegram or letter, but this should be restricted to the minimum. The advance acceptance whether by telegram or letter must bear the same number which will be allotted to the formal acceptance of tender (In case where more than one formal acceptance of Tender is issued against advance A/T, the advance A/T should incorporate all the serial numbers that will be allotted from the register of A/T). Each confirmatory A/T shall be sufficiently comprehensive with regard to the following :-

- (a) Indent item No.
- (b) Full nomenclature of the store.
- (c) Quantity.
- (d) Particulars governing the supply.
- (e) Date of delivery.
- (f) Contractor's name and address.
- (g) Designation and address of the Inspecting Officer.
- (h) Place of Inspection.
- (i) Rate per accounting unit.
- (j) Total cost.
- (k) Paying authority with terms of payment.

5.12.2 The advance acceptance shall incorporate the following.

"The contract is concluded by this acceptance. A formal acceptance of tender will follow."

5.12.3 Post copies of telegraphic acceptance and copies of any advance advice of acceptance of tender containing the above particulars shall be endorsed to various authorities

concerned such as consignee, paying authority etc., to enable them to carry out the respectability under the terms off contract. The formal acceptance of tender shall be issued quickly as possible but in no case later than 5 days after the issue of advance tender acceptance.

6. ISSUE OF PURCHASE ORDER

6.1 After the purchasing authority has taken a decision on selection of tender or after issuing the advance acceptance of tender to the supplier whose offer has been accept the Chief Purchase Officer/Purchasing Authority or any other officer specially authorised in this behalf by the Board, will issue Purchase Order without delay. The purchase order shall consist of the following documents :-

- (1) A complete specification of work/supplies to be done/made unless reference can be made to some standard specification.
- (2) A schedule of quantities and various description of work/supplies to be made along with their rates and their total cost.
- (3) A set of conditions of contract to be complied with by the tender/supplier, whose tender/quotation is accepted.
- (4) A complete set of drawings showing the general dimensions of the proposed work and if necessary, details of the various points.

6.2 All contracts/purchase orders shall be entered in a register (specimen form as per annexure-VII) and shall be issued per registered post.

6.3 All the above formalities shall normally be completed within two months from the date of opening of tenders.

6.4 As the purchase order becomes a valid contract between the purchaser and supplier on the date of issue, no further changes in the terms and conditions off the contract are permissible and any request received in this regard from the supplier shall be summarily rejected, making it clear to him at the same time, that he is liable to supply the goods in strict accordance with the terms and conditions of the contract. It shall be noted that such a liability can be reinforced on the supplier only if the purchase order does not contain any terms and conditions contrary to what have been quoted by the supplier in their tenders. Once this is ensured, any attempt by the supplier to back-out of his commitment shall be taken a serious note of and his earnest money deposit shall be forfeited forthwith, without prejudice to any further legal remedies open to the Board under the relevant laws and statutes in force. At no stage in such an event, shall the purchase order be rescinded or any correspondence undertaken except by way of repeating the fact that the purchase order constituted a valid contract enforceable under law. Where necessary, the case of supplier, illegally backing out of the commitment shall be put up to Board for consideration of the other steps such as blacklisting of the firm, besides enforcement of damages recoverable under the law.

6.5 Detailed description of the commercial terms & conditions to be incorporated in the Supply Order Contract Agreement :-

1. **Legal contract :-** The supplier shall execute a legal contract in duplicate (in the form of Annexure-VIII) enclosed with Board on non-judicial stamp paper worth Rs. 2.25 (charges to be borne by the supplier) immediately after the receipt of formal supply order.

It will be obligatory on the part of supplier to execute the contract with the Board before effecting supplies. The instructions to consignee to release the payment (whether full or part) against R/R or G/R will be issued only after the

contract has been signed by the supplier and found in order. Demurrage/Wharfage charges, if any, as a result of delay in signing the contract agreement will entirely be the responsibility of supplier.

2. **Security Deposit :-** Same as under clause 15, Article III, contract for supply of material (Annexure-VIII).
3. **Security Deposit :-** Same as under clause, 1, Article VII of contract for supply of material (Annexure-VIII).
4. **Damages for delay in materials :-** Same as under clause '14' Article III of the contract for supply of material (Annexure-VIII)
5. **Test and Inspection :-** Same as under Article V of the contract for supply of material (Annexure-VIII).
6. **Mode of Transport :-** Same as under Article VI of the contract for supply of material (Annexure-VIII).
7. **Delivery against purchase order and extension in delivery period :-** Same as under clause '13' Article III of contract for supply of material (Annexure-VIII).
8. **Risk Purchase :-** In case of delay or non supply of any or all the material on the dates they are due, the purchaser will have the right to refuse to accept such delayed supplies and shall make the purchases of the materials so delayed or not supplied from any alternative sources or through departmental manufacture at the sole risk and cost of the supplier. Any extra expenditure incurred on such purchase & departmental manufacture shall be recoverable in full from the supplier in addition to the purchaser's right to claim for liquidated damages.
9. **Replacement and rejection of defective material :-** Same as under Clause 2, Article IV of the contract for supply of material (Annexure-VIII).
10. **Force Major :-** Same as under clause 9 Article III of the contract for supply of material.
11. **Warranty :-** Same as under clause '11' Article 11 of the contract for supply of material (Annexure-VIII).
12. **Negligence :-** Same as under clause '6' Article III of the contract for supply of material (Annexure-VIII).
13. **Raw Material :-** The raw materials to be used in the manufacture of the goods to be supplied against the purchase shall be of best quality of its kind obtainable in the market. Supplier will be solely responsible for the procurement of material required for the purpose & no assistance whatsoever will be given by the Board in this behalf.
14. **Arbitration :-** Same as under clause '10' Article III of the contract for supply of material (Annexure-VIII).
15. **Supplier's default liability :-** In the event of breach of the terms and conditions of the contract/purchase order by the supplier, the Board/the purchaser shall reserve the right to terminate the contract without notice to the supplier at any stage and the supplier shall have no claim whatsoever on the Board/purchaser on this account. The supplier however be liable to pay to the Board/Purchaser, a sum of equivalent to 5% of the value of undelivered

material, as liquidated damage not amounting to penalty. The supplier in addition and without prejudice to the above said damages, be required to make good any other loss or damages that may be incurred by the Board/purchaser on making risk purchases.

- 16. Set Off :-** Any sum of money due and payable to supplier under the contract (including security deposit returnable to supplier) may be appropriated by the Board and set off against any claim of the Board/purchaser for the payment of a sum of money arising out of this contract or of any other contract entered into by the supplier with the Board/purchaser.

Besides the above clause, the other conditions laid down in the contract for supply of material shall also be binding on the suppliers.

6.6 laws Governing Contracts :- All contracts shall be governed by the law of India for the time being in force irrespective of place of delivery, place of performance or place of payment, the contract shall be deemed to have been made at place from which the acceptances of tender has been issued.

The court of the place from where the acceptance of sender has been issued shall alone have exclusive jurisdiction to decide any dispute arising out of or in respect of the contract.

6.7 Amendment to the purchase order/contract :- Ordinarily no amendment shall be issued to the terms and conditions of the contract/purchase order after it has been finalised. Where, due to unavoidable circumstances, an amendment in any other terms or conditions does become necessary, such amendment shall be issued in consultation with the legal department (if necessary) and with the prior approval of authority next to the purchasing authority.

Provided further that in case of any amendment involving a higher financial commitment on the part of the Board the concerned authority viz. Chief Purchase Officer shall obtain approval of Store Purchase Committee, provided the commitment does not exceed 10% of the original commitment. If it exceeds this limit the approval of the Board shall be required.

7. Detailed procedures :- The responsibility for framing detailed procedure/instructions regarding purchase, inspection, payment safe custody of equipment and store and exercising proper inventory control consistent with these regulations, shall devolve upon the Chief Purchase Officer, who shall circulate the same with the approval of the Board.

8. Waiving of conditions by the Board :- Notwithstanding anything contained in these regulations, Board may waive of all or any of the provisions in these regulations.

9. Power to amend the regulations :- These regulations shall not be amended except with the prior approval of the Board.

10. Delegation of Powers :- Except to the extent inherent in these regulations, the officers working in the Board shall exercise their powers of acceptance of tenders/quotations as delegated by the Board from time to time.

11. 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 and arbitration or court decision, all records relating to purchase shall be preserved for a period of three years reckoned from the date of completion of supply of entire material.

Chapter-V

PURCHASE THROUGH DIRECTOR GENERAL OF SUPPLIES AND DISPOSALS

1. GENERAL : The purchase to be made through the Director General of Supplies & Disposals shall fall under three heads :-

- i) Purchase through DGS&D Rate Contract.
- ii) Purchase through DGS&D Running Contract.
- iii) Purchase through DGS&D by placing indents.

The items which are borne on DGS&D Rate or Running Contract may be purchased through the DGS&D Stores of standard type, other than those required in small quantities only, which are in common and regular demand and the prices of which are not subject to appreciable market fluctuations are usually borne on the DGS&D Rate Contract. The Chief Purchase Officer/DDO shall arrange to obtain the latest copies of all the Rate/Running Contract from the DGS&D from time to time. However, the copies of all the Rate/Running contract are sent to all DDOS by the DGS&D as a matter of routine.

2. DEFINITIONS :-

2.1 Rate Contract :- A rate contract is a contract for supply of stores at specified rates during the period covered by the Contract. No quantities are mentioned in the contract and the contractor is bound to accept any order which may be placed on him during the currency of the contract at the rates specified therein.

2.2 Running Contract :- A running contract is a contract for supply of an approximate quantity of stores at a specific price during a certain period. In terms of conditions governing the contract, the purchasers (DDOs) have the right to take quantity (usually 25% over or below the approximate quantity mentioned in the contract. Running contracts are concluded on the basis of definite demands and guarantee of certain off-take of certain major portions of the contractual quantity.

2.3 Direct Demanding Officer (DDO) :- A Direct Demanding Officer is an officer who is authorised by the DGS&D to place supply orders for the items borne on rate contract directly on the firms on the prescribed form as per annexure-IX (attached).

3. Mode of Purchase :-

3.1 Purchase through DGS&D Rate Contract:- The DGS&D has authorised various officers of State and Central Departments as "Direct Demanding Officers" depending upon their requirements. These DDOs can operate the rate contracts directly on behalf of the DGS&D by placing supply orders on the forms prescribed by the DGS&D (as per annexure-IX attached).

The Chief Purchase Officer and the various field Superintending Engineers & Executive Engineers of the HP State Elec. Board have been declared as Direct Demanding Officers for various rate contracts finalised by the DGS&D for small requirements, therefore, the field Executive Engineer & Superintending Engineers, who are DDOs may place direct order on Rate Contracts, keeping in view their requirement, budget availability and the powers delegated to them in this behalf.

For major requirements and for the requirement of Superintending Engineers & Executive Engineers who are not DDOs, for particular Rate Contract, the requirement may be sent to Central Purchase Organisation for procurement, in the shape of indents.

On receipt of the consolidated requirements from the various Indenting Officers the Central Purchase Organisation shall examine if the materials in question are borne on DGS&D Rate Contract.

In case of items on Rate Contract, the Central Purchase organisation shall take necessary action for placing the supply orders as per clauses 4 & 5 of this Chapter. For items borne on DGS&D running contract, action as per clause 3.2 below shall be taken. In cases, were more than one firm is borne on Rate Contract, for the same item, Chief Purchase Officer shall use his discretion for placing order on any one or more of these firms.

3.2 Purchase through DGS&D Running Contract :- The running contracts are usually operated by the DGS&D only, who places orders on the supplier on receipt of indents from various Indenting Officers. For such items, therefore, the Chief Purchase Officer, after consolidating the requirements of the fields officers, shall place an indent with the DGS&D on the form No. DGS&D-86 (as per annexure X attached). The DGS&D, in turn, shall place a supply order on the suitable firms on behalf of the Chief Purchase Officer.

However, in case of certain items like Petrol, Oil & Lubricants, the DGS&D on receipt of indents from are Indenting Officers, authorises the requisitioner to operate the G/C for the quantities required. The procedure for placing the Supply Order in such cases shall be similar to that explained at 3.1 above against Rate Contract.

4. Preparation of Supply Orders/Indents :- Supply Orders/Indents are prepared in the standard form of DGS&D 131 DGS&D 86 (Annexure IX/X) All the particulars mentioned in the form are to be carefully typed or filled in ink. The Contractor/DGGS&D does not accept the Supply Order/Indents from the DDOs/Indenting Officers on the forms other than the standard form of DGS&D mentioned above.

5. Singing of Supply Orders/Indents :- The Officers authorised to operate the Contract/Indent should sign the Supply Orders/Indents and the communication relating there to, with their complete designation. The name of the Officer signing the Supply Order/Indent should also be indicated. If a subordinate Officer (who must invariably be Gazetted Officer) is allowed to sign the Supply Orders/Indent in exceptional cases, his name & designation together with the competent authority (DDO/Indenting Officer) for whom he is signing should be clearly indicated in such cases.

When the Supply Order/Indent make reference to schedule/enclosure for description of stores, item No. of Contract/Indent, total quantities, rate etc.; the Supply Orders/Indents, as well as the enclosures there to must be signed by DDOs/Indenting Officers.

6. Some Important Points to be noted while placing supply order on the firms borne on DGS&D rate contract/running contract.

6.1 Delivery period in DGS&D R/C, R/G/C and Supply order : Normally there is no mutually agreed delivery period on DGS&D R/C/RG/C and supplies are made by the Rate/Running Contract holding firms against Supply orders placed with them according to circumstances of the case, notwithstanding the delivery period stipulated therein.

The delivery period unilaterally stipulated in Supply Order is not binding on the supplier.

6.2 Non levy of liquidated Damages for delay in supply against R/C or RG/C except when D/P has been specifically agreed upon.

No liquidated damages would be leviable for supplies made by the contractor beyond the delivery period unilaterally stipulated in the Supply order.

Where the delivery date as stipulated in the relevant Supply order has been expressly agreed to by the Contractor in writing before the placement of order on a reference from DDO/DGS&D, liquidated damages can be recovered from the contractor on account of delay in delivery beyond the stipulated delivery date/dates provided the Govt./DGS&D has not in any way interfered with the Contractor's discretion to meet the said orders by directing the contractor to give priority to some other Supply Order.

In cases where the DDOs, have placed the Supply Order direct against DGS&D Rate/Running Contract and supplies do not materialise within the reasonable time, the DDOs have the right to give notice to the contractor for fixing reasonable time for delivery of the goods and making time, the essence of the contract. The notice should state that the delivery within the time fixed shall be the essence of the contract and if the goods are not delivered goods shall be purchased at the risk and cost of the contractor.

6.3 Extension in Delivery Period stipulated in the Supply Orders not essential:-

It is not essential to extend the delivery period stipulated in the Supply Order. If extensions are given, such extensions will be without reservation of the right to recover liquidated damages, unless specific provisions to the contrary are given in the supply orders.

6.4 Cancellation and reduction of Outstanding Quantities against Supply Orders:-

In case of failure on the part of contractor to deliver the supplies within the delivery period specified in the supply order or extension granted there to, the Direct Demanding Officer (DDO) may cancel or reduce the outstanding quantities in whole or part thereof after the expiry of the period specified in the notice served on the contractor, given him further time for supply of such outstanding quantities.

6.5 Cancellation and repurchase of stores not to be resorted to by the DDO, but to be referred to DGS&D

The right of cancellation of supply orders rests with DGS&D only. The DDOs (purchaser) shall not proceed to cancel the supply orders in the event of default and shall not proceed to make risk purchase. He should report the default to DGS&D who shall then take further action to cancel the supply orders and effect or authorise risk purchase.

6.6 No extension of validity period of Rate/Running contract are made after the expiry of the running contracts against supply orders placed during the period of contract :-

No extension of validity period of the Rate/Running contract itself is required when deliveries against outstanding supply orders continue after the expiry of validity period. The period specified in the contract is not a period within which performance of the contract must be completed, but is only a period within which a series of orders of the rate the contract may be placed for the goods covered by the R/C or RG/C.

The contract will remain alive for the purpose of all the stores ordered during the currency of Rate/Running Contract until the deliveries have been completed.

6.7 Latest Date up to which a Supply Order may be placed against R/C or RG/C.

Order may be placed against Rate/Running Contract so long as it reaches the contract or on or before the last date of currency of the contract. Unless otherwise specified in a contract or Supply Order, a fortnight may be allowed for compliance with the order. If the stores are not put up for inspection or supplied within a fortnight of the date of receipt of order or within the time, if any, otherwise stipulated in the contract or order, the department has the right to cancel the order as per the usual conditions of the contract. The right of cancellation should particularly be made use of in date, where the succeeding contract has more economical rates than the contract which has expired.

7. Inspection of stores purchased against DGS&D Rate/Running Contract.

The inspection of stores purchased against the DGS&D rate or running contract shall be carried out by the Inspecting Officer (Authorised by DGS&D). In case any material received against R/C or RG/C is found defective or not in accordance with the specification mentioned in the supply order or Contract, the responsibility shall lie with the Inspecting Officer.

8. Payment of Stores Purchased against DGS&D R/C or RG/C.

The payment against supply orders on Rate of Running Contract shall be made by the Pay and Accounts Officer of the DGS&D. For this purpose, the Board has a revolving deposit of Rs. 5 lacs with the Pay and Accounts Officers at Delhi/Calcutta/Bombay which is replaced from time to time. The accounts of Various payments made by the Pay and Accounts Officers have to be submitted by them to the Board, before the revolving deposit is replenished. However in cases, where amount of an individual supply order or RC exceeds Rs. 1000/- and in cases when the amount of an individual indent exceed Rs. 75,000/- a specific deposit of the desired amount shall be made along with supply order/Indent with the concerned Pay and Accounts Officer of the DGS&D. In all such cases 1% departmental charges shall be paid extra.

Chapter-VI

INSPECTION OF STORES

1. GENERAL :

1.1 The Central Purchase Organisation of the Board shall be responsible for the following functions in regard to the inspection of stores.

- (a) To arrange for inspection of stores purchased by the Chief Purchase Officer.
- (b) To arrange for inspection of manufacturer's work godowns for registration purposes and also for assessment of their capacity/capability to manufacture some particular type of stores. Reports on stock for the purpose of registration shall also be arranged.

1.2 The inspection of indigenously manufactured stores would include inspection of raw-materials, method of production, check and test during the various stages of production with a view to avoid rejection at the final stage. It shall also be ensured that the stores awaiting inspection, the accepted stores, and the rejected stores are not mixed-up.

2. ACCEPTANCE STAMPS AND SEALS

2.1 The necessary acceptance stamps, head seals, pliers, Rubber Stamps, stencils etc. as per the requirements shall be maintained by the Central Purchase Organisation. These shall be used to signify that articles marked or sealed have been accepted by the inspecting officers authorised by the Chief Purchase Officer. The Chief Purchase Officer shall be responsible for the use off stamps, seals, stencils etc. and shall ensure that they are not used by unauthorised persons or in any other irregular manner. These stamps and seals etc. shall remain in the safe custody of a Gazetted Officer in the Central Purchase Organisation, who shall be responsible for the receipt and issue off such application and shall watch their movements through a register.

3. INSPECTION PROCEDURE

3.1 The inspection and tests shall normally be arranged at the supplier's premises before the material is despatched on the Board. For this purpose, the supplier shall be required to give at least 15 days notice to the purchasing authority to arrange for the inspection of goods offered for despatch on different occasions. In case, however, the Inspecting Officer finds on arrival at the supplier's premises, that the material was not ready for inspection and that the notice given by the supplier was in-fructuous, the expenditure incurred by the Board on arranging for such inspection shall be recovered from the supplier.

3.2 The Inspecting Officer authorised by the Chief Purchase Officer to carry-out the inspection shall carefully study order with specification, drawing and samples and shall satisfy himself that he has all the necessary particulars etc. which govern the supply and has sufficient knowledge of the material, he is required to inspect. He shall also ensure that the manufacturing firms can make arrangements for all the tests necessary in accordance with the conditions of the contract and contract specifications. The contractor shall afford all reasonable facilities to enable the Inspecting Officer to conduct inspection satisfactorily.

3.3 Where a percentage is laid down inn a specification for test for examination, this percentage is to be considered the maximum. If the Inspecting Officer is satisfied that this percentage can be safely reduced for any particulars order or delivery. He is authorised o do so. Where no percentage is laid down, the Inspecting Officer shall use his own discretion

in determining the percentage for test of examination, but he will be careful that the percentage is not below that which is likely to be fairly reasonable.

3.4 No consignment offered for inspection beyond the danger on which it is required to be delivered as per the terms of the purchase order, shall be subject to inspection.

3.5 The material inspected/tested by the Inspecting Officer of the Board at supplier's and should be sealed or stamped according to their nature in a conspicuous manner. The articles which are too small or inconvenient to be sealed or stamped should be bundled/Packed and stamped sealed. The bundling and packing should be done in such a way that the material cannot be interfered with, after sealing. A fascimile of the stamp or the seal use and its position on the article should be specified in the Inspection Note.

3.6 The stamping, marking, and sealing should be done with a clearly distinguishable identification mark so as to ensure that the inspected material has actually been despatched by the supplier. Even so, if the material received is found to be defective/deficient at the consignee's end, the fact should be brought to the notice of the supplier forthwith and the defect got rectified or the material got replaced as may be necessary. It shall be the duty of the consignee to report the deficiencies/defects not only to the suppliers direct but also to the purchasing authority. The purchasing authority shall be responsible for ensuring that the payment made inn respect of such material are adjusted/recovered in the event of the supplier's failure to rectify/replace the defective material.

3.7 Where weights are given in the order or specification a sufficient quantity of the material should be weighed to ensure that the average weight is with the limits laid down. The Inspecting Officer should take precaution to ensure that materials susceptible to dampness and sold by weight such as rope, jute etc., are reasonably dry at the time off inspection.

3.8 When stores are supplied in boxes, bundles or coils as in the case of tools, rope, barbed wire etc. each of which is required to contain a specified, quantity, reasonable number should be opened up and checked with particular reference to type of material being purchased and purposed for which it is being purchased.

3.9 After satisfactory tests and inspection and sealing and stamping of the stores the Inspection Report should be prepared and sent to the firm in triplicate with copies to all the consignees against the particular order, the Chief Accounts Officer, and Chief Purchase Officer.

3.10 In respect of stores, which have finally been rejected by the Inspection Officer, the rejection Inspection Report should be prepared similarly as in 3.9 above. The reason of rejection and the deviations found from the drawing or specification on above particulars in such cases should be clearly specified in the rejection Inspection Report.

3.11 In addition to the inspection and test referred to above it may be necessary in certain cases to prescribe the submission of test certificates issued by the suppliers own laboratories or any other agency specifically mentioned in the purchase order. In such cases the purchasing authority shall further ensure that the prescribed certificates has been received and duly accepted by it before settling the supplier's claim. (amended : 3.12 appended)

4. WAIVING OFF OF INSPECTION

4.1 The inspection or tests may be waived off in special cases by the Chief Purchase Officer, after recording reasons therefore. The supplier shall, in such cases, the authorised in writing to send the consignment without the inspection. The supplier shall attach copy of the Chief Purchase Officer's letter to him in this regard with the R/R/GR. Such

copy of the Chief Purchase Officer's letter to him in this regard with the R/R/GGR. Such materials shall however be subjected to inspection and tests at the consignee's end and defects noticed, if any shall be notified promptly to the supplier for rectification or replacement of material as the case may be, under intimation to the Chief Purchase Officer.

4.2 Since inspection is intended to ensure the quantity of the goods purchased and since in certain type of stores physical inspection can be eliminated without affecting the quality, the Chief Purchase Officer, in case of certain stores, wherein the manufacturers could be relied upon to produce goods of the requisite quality, may waive off inspection at his discretion and accept the stores under manufacturer's warranty/guarantee in the purchase order in such cases where the accepted tender has been submitted by a firm of repute whose past performance has been satisfactory.

Chapter-VII

WATCHING OF PROGRESS OF SUPPLIERS

The job of the purchase office does not end merely after placing the supply order but its responsibility continues till the materials reach the consignee. This necessitates continuous watch over the various situations that would arise from the time of the placement or order till its final execution. Some materials, which are urgently required and are critical for the progress of the works, have to be given special attention. For this purpose each Assistant Engineer in Chief Purchase Office will keep a detailed record of the purchase orders placed by him in a register. The items considered critical will be marked in red ink. He will take the following action :-

1. The position with regard to the critical items will be reviewed weekly.
2. The situation in connection with other items will be reviewed monthly.
3. The result of the reviews conducted will be examined by the Executive Engineer concerned, who will take appropriate action.
4. Any specific action required to be taken at the level of the Chief Purchase Officer will be promptly brought to his notice.

The form in which the progress register will be maintained by the Assistant Engineers is shown at Annexure-XI.

The Superintendent in Chief Purchase Office will maintain a consolidated register for all supply orders placed from the purchase corporation in the form shown in Annexure-XII. The register will be brought up to date every fortnight and shall be put to the Chief Purchase Officer for perusal.

Monthly progress reports for all orders placed by the purchase organisation will be submitted to the Member (Administration) and Member (F & A) in the form at Annexure-XIII.

Chapter-VIII

BUDGETING

Goods in stock represent working capital, and the Board has to provide this capital either out of its own resources, or by borrowing from the market or elsewhere. (Funds available for purchase of stores are always limited) and from a financial point of view, it is most desirable to restrict the amount tied up in stock as far as the circumstances will permit. The efficiency in this respect is normally judged by the rate of turn over. The value of stock in hand is frequently the largest single item blocking the money up-productively. It is, therefore, necessary that this item is kept at the minimum level.

2. The amount of stocks to be kept in hand are influenced by the following considerations :-

- (i) Operational needs.
- (ii) Time required to obtain delivery of goods.
- (iii) Availability of capital.
- (iv) Cost of storage.

Keeping all these factors in view, the budget for materials should be worked-out annually, so as to make it a device which balances the planned allocations on expenses with the forecast targets of construction and maintenance. The basic budget for material has, therefore, to be developed from the planned volume of work. The work is normally assessed in the beginning of the year by way of framing the annual working programme for each division/circle in terms of physical targets to be achieved during the year. The quantities for annual consumption can thus be worked out.

3. The annual budget for material may thus have the following heads and subheads and may be tabulated in the form shown :-

Head and sub-heads	Original Budget	Revised Budget for the year.	Budget estimate for the ensuing years,
(1)	(2)	(3)	(4)

DEBITS

1. BALANCES AT THE COMMENCEMENT OF THE YEAR :-

- (a) Stores in hand
- (b) Outstanding stores, suspense bal.
- (c) outstanding stores, adjustment account.

2. Receipt of stores :-

CREDITS

- (a) Issue of Capital works.
- (b) Issue of revenue works.

ANTICIPATED BALANCES :-

- (a) Stores in stock.
- (b) Outstanding stores, suspense account.

(c) Outstanding stores, suspense account.

4. The budget estimates in the proforma shown above should be prepared by the field officers in the beginning of the year and sent to the Chief Purchase Officer. This will be followed up by sending periodical revised estimates along with the general budget proposals required by the Board from time to time. The requisitions for purchase of materials must correspond to the budgeted figures.

Chapter-IX

CONDEMNATION AND DISPOSAL OF SURPLUS UNSERVICEABLE AND OBSOLETE STORES

GENERAL :

1.1 Stock represents cash, and any dead stock is unproductive, capital, on which there is a loss of interest, till the same is disposed off. It is, therefore, very essential for any organisation to ensure the disposal of such stores as quickly as possible.

1.2 As a general rule, the Purchase Organisation shall be mainly responsible for the following functions in regard to the disposal of surplus unserviceable and obsolete stores:-

- (i) To arrange for the inspection, by the Condemnation Board, of surplus, unserviceable and obsolete stores, lying with the various units of the Board and thereafter, to put up the recommendations of the condemnation Board to the HP State Electricity Board for approval as the case may be.
- (ii) To review twice in a year i.e. in January and in July, all stores items declared surplus, unserviceable or obsolete.
- (iii) To dispose off all the items, ultimately found surplus unserviceable and obsolete, in accordance with these rules and other instructions issued by the Condemnation Board/H.P. State Electricity Board, from time to time.

2 Definitions

- 2.1 Board means the Himachal Pradesh State Electricity Board.
- 2.2 Condemnation Board means the Condemnation Board appointed by the Himachal Pradesh State Electricity Board for the purpose of final disposal of surplus, unserviceable and obsolete stores under para 3 of this chapter.
- 2.3 Condemnations Committee(s) means the committee(s) appointed by the Himachal Pradesh State Electricity Board from time to time for the purpose of identifying the surplus, unserviceable and obsolete stores in the various units of the Board.
- 2.4 Indenting Officer include Officers of the Himachal Pradesh State Electricity Board, who are authorised to place the indents on DGS&D rate contracts or on the Central Purchase Organisation of Himachal Pradesh State Electricity Board and all other drawing and Disbursing Officers.
- 2.5 Prescribed date means January and July each year.
- 2.6 Stores mean all kind of Stores including machinery and hardware articles, which are purchased through the Himachal Pradesh State Electricity Board, Central Purchase Organisation or otherwise.
- 2.7 'Surplus stores' means stores or machinery which through in a good and serviceable condition, are not required for use by any unit of the H.P. State Electricity Board in the fore-seeable future.
- 2.8 'Unserviceable Stores' mean stores which are considered unfit for use by any appropriate unit of the Himachal Pradesh State Electricity Board.
- 2.9 'Obsolete Stores' mean which have become out dated and can no longer be put to any use.

3. **CONDEMNATION BOARD :-**
- 3.1 The condemnation Board shall consist of the following four members :-
- (a) Chief Purchase Officer-Member-Chairman.
 - (b) Chief Accounts Officer or his nominee.
 - (c) A Mechanical Engineer to be nominated by the Chief Purchase Officer.
 - (d) Executive Engineer concerned in respect of Divisional Sub-Divisional Stores and Head of the office of respective Wings. i.e. Chief Accounts Officer or his nominee/Engineer Officers concerned/Assistant Secretary (General) in case of Head Office Stores etc.
- 3.2 The Condemnation Board shall be responsible for the following functions :-
- (a) To inspect once a year the surplus, unserviceable and obsolete stores lying in each unit of the Board.
 - (b) To fix the reserve price in respect of surplus unserviceable and obsolete stores for the purpose off disposal of such stores.
 - (c) To make recommendations for the approval of the Board in respect of inspected surplus, unserviceable and obsolete stores.
- 3.3 The Officers should attend the meeting personally.
- 3.4 In case there are dissenting views from a few members of the Condemnation Board, the decision by majority opinion shall be followed. In case, however, the dissent is from the representative of F&A Wing, the decision will be reviewed by the HPSEB.
- 3.5 The quorum of the Condemnation Board shall be off three Members. In the absence of Chief Purchase officer, The Chief Accounts Officer shall act as the Chairman.
- 3.6 The condemnation Board shall meet 4 times every year on such dates and places, as may be fixed by the Chief Purchase Officer, H.P. State Electricity Board. The frequency of meetings can be increased by the Chief Purchase Officer, if the situation so warrants.
- 3.7 A notice of ten days shall be given to the Member for the meeting.
- 3.8 The condemnation Board constituted for condemnation and disposal of all unserviceable stores shall be guided by the norms in respect of Vehicles laid down in Annexure-XIV.
4. All Chief Engineers in the H.P. State Electricity Board, shall forward to the Chief Purchase Officer, twice each year, by the prescribed dates, a consolidated statement of unserviceable or surplus stores, in the form prescribed in Annexure. Similar information in respect of Head Office Secretariat/Accounts Organisation including the Central Store Purchase Organisation shall be prepared by the Central Stores Purchase Organisation of the H.P. State electricity Board. The Indenting Officer in the H.P. State Electricity Board, shall forward the particulars of these stores to their respective Chief Engineers one month in advance of the prescribed date. The information relating to unserviceable surplus and/or obsolete stores, the book value of which is not more than Rs. 10,000/- Rs. 5000/- and Rs. 1500/- rendered, unserviceable and disposed of by the Secretary, Chief Engineers/ Superintending Engineers/Executive Engineers, and Resident Engineers

within the powers vested in them under Sr. No. 48 of Delegation of power, need not be furnished to the Chief Purchase Officer in the form prescribed in Annexure-XV. These officers shall however record the following certificates.

- (i) The material/equipment declared surplus will not be required for the execution of any of the Board's work in the foreseeable future.
- (ii) The material declared as unserviceable or obsolete is beyond repairs, renovation or reconditioning.

While intimating the surplus Stores to the Central Store Purchase organisation of the H.P. State Electricity Board, the Chief Engineers will also give such certificates.

5. DISPOSAL POWER :-

- 5.1 No stores, the book value of which is more than Rs. 10,000/- shall be condemned or disposed of except on the order of the Condemnation Board constituted for the purpose under these rules or of the Board as the case may be.
- 5.2 Stores, the book value of which is not more than Rs. 10,000/-, Rs. 5,000/- and Rs. 1,500/- rendered unserviceable may be condemned by the Chief Engineers/Secretary/Superintending Engineers, Executive Engineers or Resident Engineers respectively in terms of the powers delegated vide Srr. No. 48 of the Delegation of Powers.

Store, whose book value is not more than Rs. 10,000/- Rs. 1000/- and Rs. 500/- rendered unserviceable may be disposed of by Secretary/Chief Engineers/Superintending Engineers/Executive Engineers and Resident Engineers respectively.
- 5.3 Stores, the book value of which is more than Rs. 10,000/- but not more than Rs. 50,000/- rendered surplus, unserviceable or obsolete may be condemned and/or disposed of by the condemnation Board. Condemnation and disposal of stores, the book value of which is more than Rs. 50,000/- shall be approved by the H.P. State Electricity Board.
- 5.4 In respect of surplus, unserviceable and obsolete stores the book value of which exceed Rs. 5000/- but does not exceed Rs. 10,000/- which are condemned or disposed of by the Chief Engineers, Secretary or Superintending Engineer's a should be sent to the Finance and Accounts Wings for information within a week of condemning the store.
- 5.5 Officers concerned shall ensure that they or their subordinates do not split up the material.
6. All surplus, unserviceable Obsolete stores shall be collected at a suitable place and Officers incharge of such stores will be instructed well in advance by the Chairman of the Condemnation Board to produce them for their inspection on date fixed for the purpose.
7. The Condemnation Board shall examine that the loss involved does not disclosed :-
 - (i) A defect of system, the amendment of which requires the orders of higher authorities and,
 - (ii) Serious negligence on the part of some individual employee of the Board, which may possible call for disciplinary action requiring orders of higher authorities.

8. If the Board considers that any of the Stores can be utilised after proper repairs these will be sent to the nearest Public Sector workshop or manufacturer such as Himachal Pradesh State Electricity Board workshop, State Transport Corporation workshop or Govt. Workshop may be repaired locally, whichever is considered suitable and economical.

Note : - Decision of the Board HPSEB : DB 16, II-14396-458 dated 18/9/1974.

1. Surplus Stores to be retained by the Board for a period of at-least 2 to 3 years.
 - (i) It has felt by the Board that Stores declared surplus by the Condemnation Committee may be required in other Divisions for a period of two or three years.
 - (ii) It has, therefore, been decided that the surplus stores may be retained by the Divisions concerned till further instructions because (its cost being low and to effect) purchase of the same in future, will involve higher cost.
2. The stores declared unserviceable and obsolete, except transformers and vehicles, are to be collected at HP State Electricity Board Stores Jutogh for their final disposal by the Board.
3. The damaged transformers, where-ever, these are lying, whether on stock or on work, are to be collected at the transformer repair shops and their repairs are to be carried out, expeditiously, on priority basis, where such repairs are economical.
4. The Jeeps, already declared as unserviceable by the Condemnation Committee, are to be sent to the Chamba Workshop for repair on trial basis.
(Decision of the Board vide No. HPSEB-CPO-OB-16/11-14396-458 dated 18/9/1974)

10. METHODS DISPOSALS :-

Surplus, unserviceable and Obsolete Stores will ordinarily be disposed of as follows :-

- 10.1 By transfer to the other Deptts. of Himachal Pradesh Govt. and neighbouring State Electricity Boards.
- 10.2 By sale by one or other of the accepted methods viz (a) advertised Tender (b) Auction or (c) Negotiation.

10. DISPOSAL BY TRANSFER

- 11.1 Surplus unserviceable and obsolete stores will be disposed of by transfer of the other Deptts. of HP Govt. and neighbouring State Electricity Boards as follows.
- 11.2 The stores, which are declared surplus by the Condemnation Board and are approved for disposal by the Board may be made available to any other Deptts. of the Himachal Pradesh Govt. subject to the payment of the price, fixed/approved by the condemnation Board as the case may be. The Chief Purchase Officer will circulate or authorise to be circulate the lists of such stores of all Heads of the Departments of Himachal Pradesh Govt. State Public undertakings and neighbouring State Electricity Boards, who may exercise their option of purchase at the price fixed, within a period of two months. In the event of non-receipt of any reply for the purchase off such stores from any Deptt. Organisation, the same will be disposed of as provided for under the powers delegated by the Board or provided for inn this chapter.

11.3 Incidental charges for packing, handling etc. and mode of transportation :

11.3.1 Rates of incidental charges for packing, handling loading etc. (including freight charges) of surplus stores, released to the Departments of HP Govt./Public Sector Undertakings/neighbouring State Electricity Boards, are leveled at a flat rate of 5% of the sale value of the goods with a minimum charges of Rs. 1/-. If, however, the 5% charges on the sale value works out to less than 25 paise, it should be ignored and no amount need be recovered in such a case. These charges are exclusive of the transportation charges from Godown to the Railway Station at which the goods are booked, which should be recovered in addition from the purchaser. The above flat rate holds goods only, where the goods are in the various stores of the Board.

The above rate will apply where ordinary packing is to be done. In the case of special packing for machinery and instruments of provision etc. where new special packing cases have to be got prepared the above rate will not apply and actual expenses will be recovered.

11.2 Mode of payment and release of stores :-

The surplus stores will be released to the Department of H.P. Govt./State Public Sector Undertakings/neighbouring State Electricity Boards, only after the full amount off payment of the stores, including the charges as per 11.3 above, is deposited by them, either in cash or through cheque/demand draft, payable in the name of Account Officer (Banking) HPSEB Shimla.

11. Disposal by Sale

The disposal by sale shall be made as per provisions detailed hereunder :-

12.1 Through Advertised Tenders :-

12.1.1 Issue of Tender Enquiries :-

Unless otherwise decided by the Condemnation Board/Board open tenders will be invited for the sale of surplus, unserviceable and obsolete stores by the Chief Purchase Officer, with the approval of Condemnation Board, Board as the case be, with or without unqualified commitment to sell at or above the reserve price.

The notice for inviting tenders (As per Annexure-XVI) attached shall be published in the Indian Trade Journal and other prominent news-papers having wide all India or State or Regional Circulation.

12.1.2 The general procedure to be followed in the invitation of tenders for sale shall be generally as per the regulations laid down under chapter-IV of this Manual, unless other-wise specifically mentioned hereunder.

12.1.3 While inviting tenders for sale of stores, the information with regard to the period within which the material is required to be lifted by the successful tenderer or and the exact location when the stores are a liable for inspection shall also be supplied to the tenders.

12.1.4 Earnest Money :-

Every tenderer, while submitting his tender, shall be required to deposit earnest money amounting 5% of the tendered value, in the form of postal order or demand draft payable to,

Accounts Officer (Banking) HPSEB Shimla-4. Earnest money must accompany the sealed tender without which tender shall be rejected outright.

Earnest money deposit with the tender in the form of a cheque or any other form not specifically approved by the Board shall not be accepted under any circumstances, nor shall request from the tenderer for the transfer of earnest money furnished against any previous tender to the tender under consideration, be entertained.

As soon as the tender has been decided and the sale order issue to the successful tenderer the earnest money deposit of the unsuccessful tenderer shall be released to them forthwith, (without waiting for any final application in this regard).

The amount of earnest money deposited by the successful tenderer shall be adjusted towards security deposit after the award of the contract).

12.1.5 After the tenders have been opened and scrutinised on the lines of Regulations in terms clause 12.1.2, above, a note giving detailed comprehensive and self-contained recommendations will be forwarded to next higher or competent authority for approval/further consideration.

After note for approval has been so prepared and has been approved by the competent authority, that authority within the powers delegated by the Board shall make a final selection of the party or the portion, on whom the sale order should be issued.

In case, where the approval of Condemnation Board is required, the case will be submitted to the condemnation Board through chief Purchase Officer, who shall act as Member Chairman to the condemnation Board or where the approval of the Board is required, the case shall be forwarded through Condemnation Board and the act on to place the sale order shall be taken in the light of the decision given by the Condemnation Board or the Board, as the case may be.

In the event of difference of opinion amongst the Members of Condemnation Board, the decision of the majority will be final except where the Member of Accounts and Finance wing does not agree to the disposal when it will be referred to the Board for decision.

12.1.6 Issue of Sale Order :-

After the being authority has taken a decision on selection of tender or after issuing the advance acceptance of tender to the supplier whose offer has been accepted by the Chief Purchase Officer/Selling Authority or any other Officer under his specially authorised in this behalf by the Board. He will issue sale order without delay. The sale order shall consist of the following documents :-

(i) Schedule of quantities of various description of stores which is to be lifted by successful tenderer along with their rates and total cost.

(ii) A set of conditions of contract to be complied with by the tenders whose tenders has been accepted .

12.2 Disposal by Action :-

12.2.1 All proposals to sell stores by auction should be widely advertised so as to attract as large a number of likely buyers as possible.

12.2.2 Unless otherwise decided by the Condemnation Board/Board, the stores condemned will be put up for auction by the Condemnation Board, or by the Officer, concerned under the powers delegated to them in these regulations,

through public auction immediately thereafter and sold to the highest bidder, subject to reserve price, if any, fixed by the condemnation committee.

- 12.2.3 The Supervisory team shall consist of the following officers in the Public auction :-
- (i) Where the stores are to be disposed of by the Board/Condemnation Board, the Chief Purchase Officer, another Officer from Chief Purchase Organisation and a nominee of Chief Accounts Officer, shall be the supervisory officers.
 - (ii) Where the stores are to be disposed of by the Chief Engineer, Superintending Engineer, Secretaries, or Executive Engineers under the powers delegated to them the concerned Officer along with nominees of the Purchase Organisation and Finance and Accounts Wing, shall be the supervisory officers.
- 12.2.4 The stores should be disposed of item-wise in a lot as the case may be, in order to fetch the maximum price possible.
- 12.2.5 Sale proceeds of condemned or surplus stores will be credited to the receipt head of account as may be classified by the Finance and Accounts Wing.
- 12.2.6 The H.P. State Electricity Board may appoint one or more auctioners on fixed percentage of commission for the sale of store declared surplus, unserviceable and obsolete by the Condemnation Committee.
- 12.2.7 25% of the accepted bid shall be paid at spot and the full payment of the balance amount shall be made within a period of one month from the date of auctions, subject to the confirmation of the sales by the Officer heading the supervisory team.
- 12.2.8 In case the purchaser fails to pay-up the whole amount within the stipulated period 20% amount of the accepted bid will automatically stand forfeited and the stores will again be put for action. This rule will not be applicable, where the sale value of item is less than Rs. 5000/- in which the full price shall be paid at the fall of hammer.
- 12.2.9 The reserve price of surplus unserviceable and obsolete stores should be treated as secret and known only to the officers, who are deputed to supervise the auction.
- 12.2.10A sales account should be prepared in the form indicated in Annexure-The sales accounts should be signed by the Officers who supervise the auction, after comparing the entries in the sale account with the report of surplus, unserviceable and obsolete stores. If articles are released in the presence of an Officer other than the one who supervised the auction, the entries of the same in column '9' should be attested by dated signatures of such Officer.
- 12.2.11 Any dispute relating to the sale of these stores will be referred to the Board through Chief Purchase Officer, whose decision shall be final and binding, both on the Board and the purchaser.
- 12.2.12 The supervisory Officers, are authorised to accept the highest bid, which may be below than the reserve price by 20% but subject to the following certificates to be recorded and signed by the supervisory officers :-
- (a) That the auction was duly advertised with requisite publicity and adequate notice was given.
 - (b) That the auction was well attended and there was adequate competition in bidding and that as far as could be noticed, no rings had been found.

- (c) That the bid was the best obtainable in the circumstances and that in the opinion of the supervisory team it could not be stated with any certainty that if the highest bid was rejected, better price might be obtained in subsequent auctions.

12.2.13 The purchaser shall be required to lift the entire quantity of material, within one month of the Deposit of full amount.

12.2.14 The Supervisory Officers reserve the right to accept or reject any bid without assigning any reason.

12.2.15 Each bidder will have to deposit an amount, if any, fixed by the supervisory Officers, before the auction begins. The amount shall be adjusted in the 25% amount or the full amount, as the case may be, of the accepted bids at the fall of hammer. In case, the successful bidder fails to deposit the balance, making the total up to 25% of the accepted bid, at the fall of hammer, the aforesaid amount shall be forfeited.

12.2.16 The Bidder shall not be allowed to remove either whole or in part stores purchased by him until he pays full amount of the bid.

The amount, shall be rounded to the unsuccessful bidders immediately after the auction ends.

12.3 Disposal Through Negotiations :-

12.3.1 Disposal by negotiation will be effected only in exceptional cases and for reasons, to be recorded in writing. Resort to negotiations ab-initio i.e. without resort to tender or auction, requires the approval of the Board and every full time Member of the Board should be associated with all stages of negotiations.

13. The Purchaser must lift the contract material from the site within the stipulated period. Should he fail to comply by this stipulation, a ground rent @2% of the value of the stores, remaining un-removed for over a week or part thereof shall be levied. Ground rent shall have to be paid in case before actual removal of the material. The contract material if not lifted even after the expiry of 10 days of the stipulated period would be deemed as abandoned and the earnest money, security deposit and other sums paid for shall be forfeited without reference to the purchaser. It shall then be lawful for the Board to dispose of the said contract material on such terms and conditions as it may deem fit and recover loss, if any from the defaulting purchaser.

14. The persons authorised by the purchaser to take delivery etc. must carry with them the power of attorney from the purchaser.

15. The material shall be sold on "As is where is basis". No Picking, Choosing or sorting will be allowed in the Board's premises.

16. State/Local/Central Taxes and excise or other duty if any, will be payable by the Purchaser.

17. The purchaser shall remove the contract material immediately after weighment failing which the Board will not be responsible for loss, destruction damage or deterioration of the material by any cause, whatsoever.

18. The quantities for sale may be approximate. The purchasers may, therefore, note that in case the quantity/quantities on actual weighment is/are found to be excess/short of these/those shown in the notice, they will have to remove the entire lot/lots on payment of the cost of their accepted offer. If however, the actual stock is less than the quantity/quantities shown in the notice, the undertaking will not be bound to make good the shortages

but the tenderer will be refunded the cost of quantity/quantities delivered short. No interest will be allowed on the cost of the short delivery quantity/quantities.

19. Should the purchaser make slow progress with the contract or if for any reason what-so-ever, the Board considers that purchaser is, unable to faithfully and timely execute the contract within the stipulated time, it would be lawful for the Chief Purchase Officer, H.P. State Electricity Board, Shimla to cancel the whole contract or a portion thereof, as may be not have been executed and the purchaser's security deposit may be forfeited. In addition it shall further be lawful for the board to claim damages under the law of contract.

Chapter-X

ARBITRATION AND LEGAL PROCEEDINGS

A. ARBITRATION :

1. General – 1.1 :- All matters, questions, disputes, difference and claims arising out of and concerning or in connection with and in consequence of and/or relating to any contract under these Regulations whether or not obligations of either or both the supplier and the Board under that contract be subsisting at the time of such dispute and whether or not the contract has been terminated or reported to be terminated or completed shall be referred to the award of two arbitrators, one to be nominated by the company and the other to be nominated by the Purchaser, or in the case of the said arbitrators not agreeing then to the award of an umpire to be appointed by the arbitrators in writing before proceeding with the reference, and the decision off the arbitrators or of the umpire in the event of their not agreeing, shall be final and binding on the parties as per the provisions of the Indian Arbitration Act, 1948 and of the rules there under any statutory amendments, modifications or re-enactments thereof for the time being in force.

1.2 Such a notice of the existence off any question dispute or difference in connection with the contract shall be served by either party within 180 days of the issue of taking over certificate for material by the purchaser, failing which all rights and claims under this contract shall be deemed to have been forfeited and absolutely barred.

1.3 Upon every or any such reference the costs of and incidental to the reference and award respectively shall be at the discretion of the arbitrators or, in the event of their not agreeing, of the umpire appointed by them who may determine the amount thereof or direct the same to be taxed as between solicitor and client or as between party and party shall direct by whom and to whom in that manner the same shall be borne and paid.

1.4 The work under contract shall if reasonably possible continue during the arbitration proceedings and no payment due or payable by the purchaser shall be with held on account of such proceedings.

1.5 The objection that the Arbitrator has to deal with matters to which the contract related, in the course of his duties, or he has expressed his views on any of all of the matters in dispute of difference, shall not be considered as a valid objection.

1.6 The arbitrators may from time to time, with the consent of the parties to the contract, on large the time for making the award. The venue of the arbitration shall be the place from which the acceptance of offer is issued unless the arbitrators mutually agree on a different venue.

B. Handling of arbitration cases:

2.1 As soon as a notice intimating the appointment of an Arbitrator in a case governed by dual arbitration agreement is received from a contractor, the Purchase Organisation shall immediately refer the case to the law Section of the Board accompanied by a brief self contained statement of the case. The Law Section will forth with take action to have an arbitrator appointed in accordance with the instructions in force from time to time. The notice appointing an arbitrator will be signed by such.

2.2 After the appointment of the arbitrator has been made, the Law Section shall send back the case to the Purchase Organisation, who shall then get a complete summary of the case prepared and shall arrange to collect all relevant documents that will be required for

the conduct of the arbitration from all concerned quarters. The Purchase organisation shall also bring out the complete position regarding payments made against the contract and the balance outstanding with complete particulars of the bill paid and pending. this summary shall include details of all counter claims which are to be referred against the contractor. the case file, alongwith the summary shall then be sent to the Law Section alongwith a list of Officer, who dealt with the case at every stage.

2.3 It will be the responsibility of the Purchase Organisation to arrange for the present of the witnesses to give evidence on behalf of the Board where so desired by the Law Section. The Law Section will then go through the summary and show it to the Board's Counsel, it engaged. The Law Section shall also return the case file to Purchase Organisation after taking such extracts another documents as may find necessary for effective presentation of the case.

2.4 The law Section shall be completely responsible for watching the progress of each case for production of evidence, for giving such assistance to the Board's Counsel as he may require, and to see to the successful conduct of the case.

2.5 When the case has been decided, the Law Section will arrange to obtain copies of the Award when the same has been delivered by the Arbitrators or the umpire as the case may be it will obtain the documents from the Board's Counsel on the case and examine the same with a view to obtaining a decision as to whether or not an appeal or a petition for a review or revision is to be filed. It will also examine whether or not an application has to be moved in a court of law for obtaining a decree in accordance with the Award. It will put up complete note on the subject and obtain the orders of the competent authority.

2.6 The law Section shall also be entirely responsible for filing of an application appeal, revision, or review within the statutory period. This section shall, where necessary arrange to obtain sanction of the Board to the filing of appeals etc. where such sanction is by rules required to be obtained.

3. Procedure for Cases which Board Refers to Arbitration :

3.1 In case of Board's claims where the Purchase organisation contemplates taking recourse to arbitration, the Purchase Section shall first obtain a reliable report about the financial standing of the party and prospects of the recovery of the amount claimed. The Chief Purchase Officer must certify that he is satisfied that recovery is possible. Thereafter the file with a complete summary of the case should be referred to the Law section for opinion, as to whether or not the case may be referred to Arbitration. If the Law Section opinions that it is a fit case to be referred to Arbitration. If the Law section obtain the approval of the competent Authority for the institution of the arbitration proceedings. Thereafter the file should be referred to the Law Section qualifying the Board's claims against the contractor concerned. When it is decided to refer the matter to arbitration, the Law Section will take necessary steps for appointing an arbitrator on behalf of the Board in the usual manner and issue of necessary notice.

4. Negotiations for Cases Under Arbitration :-

4.1 Whenever the purchase Organisation is required to negotiate with the firms to finalise cases which are under arbitration, it should be done by a letter to the firm to come for negotiation, mentioning that such a negotiation would be without prejudice to the proceeding before the arbitrators. If as a result of negotiations, compromise arrived at, the sanction of the Board should be obtained and the Board's counsel should then be instructed to report the terms of the settlement to the arbitrators and to request them to make an award in accordance with the term of the settlement.

5. Action After Arbitration Award is Made :-

5.1 As soon as an award is made, either party to the arbitration proceedings may make an application in the court of causing the award to be filed in the court by the Arbitration with a view to obtaining a decree in terms of the award or to have the award set aside.

5.2 In the case of an award in favour of the Board under which some recoveries are to be made, prompt steps shall be taken by the Law Section to move an application in court for causing the award to be filed in court with a view to have the award made a rule of the Court. This application shall be moved as quickly as possible but not later than 30 days of the service of notice of making off the award. It will be the responsibility of the law Section to obtain the sanction of the competent authority including Finance wing for moving such application.

5.3 While action as per 5.2 above must promptly be taken efforts shall also be made to effect recovery of the award amount. besides serving a demand notice on the firm for the award amount the Purchase Organisation shall simultaneously explore the possibility of effecting recovery in full or in part of the awarded amount from any pending bills of the firm and report the result to the law Section.

5.4 on receipt of the report of non-recovery of the decretal amount from the Purchase Organisation, the Law Section shall take such steps for execution of the decree as may be necessary. To this end, the law section shall also make, wherever necessary, discreet and confidential enquiries through Police/Civil Authorities concerned or otherwise as to the available assets of the firm from which recovery of decretal amount may possibly be made.

5.5 The Law Section will be responsible for taking out execution proceedings, effecting recoveries, keeping decree alive and doing all that may be necessary to obtain accord and satisfaction.

6. All arbitration preceding under this regulation shall be governed by the provisions of the Indian Arbitration Act, 1940 and the Rules thereunder, with any statutory modifications thereof for the time, being in force.

B. Legal Proceedings :-

1.1 The Purchase Organisation shall maintain a close liason with the Law Section of the Board an all matters relating to the processing, placement and operation of Purchase orders from time to time with a view to protect in the legal position of the Board in all respects. The Law section shall in variably be consulted well in time wherever any dispute arises with the supplier and/or where any claim is to be lodged against him or recovery effected.

1.2 The Board shall be consulted in cases where questions of policy and/or large sums of money are involved.

2. Heading off Legal Cases in A Court of Law :-

2.1 The Law section will deal with all notices regarding litigation cases. It will be completely responsible as in the arbitration cases for watching the progress of each case and for suiting to the successful conduct of the litigation.

2.2 On receipt of a legal notice, the purchase Organisation will forward the notice to the Law Section together with a factual note relating to all the allegations made in the notice and the record. The Law Section will examine the matter and determine as to whether or not a reply has to be sent to the other party and where it has been decided that should be sent, as to what the reply ought to be. The Las Section will open a file with the records then

available to it pending further development in the case. The reply if any will be signed by such Officer as may from time to time be nominated in this behalf.

3. Filing of Appeals :-

3.1 The Law Section shall arrange to file appeals after due consideration, in exceptional cases where the circumstances of a case so require. In such cases the prior approval of the Board should be obtained before filing an appeal against the orders of a Court.

4. Examination of Cases Filed by Contractors :-

4.1 As soon as a copy of a plaint filed in Court by the contractors has been received the Law Section will forward a copy thereof to the Purchase Organisation and call for comments as all the Paragraphs of the claims.

4.2 When the comments of the Purchase Section have been received, the Law Section will put it up to the Board's Counsel with a written statement duly signed and verified by the Chief Purchase Officer.

5. Action in Cases Where Board Proposes to Initiate Legal Proceedings.

5.1 In case where litigation has to commenced on behalf of the Board and the Purchase Organisation has reported for such action, the Law Section will before taking action satisfy itself that :-

5.2 On receipt of such papers and record of the case, it will be the duty of the Law Section to process the litigation from that stage onwards. It will examine the case in all its aspects, assess the chances of success, obtains legal advice where and to what extend necessary, draft the plane/claims and got it approved.

6. Action After Decision by Court :-

6.1 When the case has been decided, the law Section will arrange to obtain copies of judgement of the decree and obtain the comments of the Board's Counsel, if any, on the case. It will then examine the case with a view to obtaining a decision whether or not an appeal or a petition will be filed. The filing of an application, appeal, revision or review, petition within the statutory period will be the entire responsibility of the law Section. The Law Section will, where necessary, arrange to obtain sanction of the Board to the filing of appeal etc. where such sanction is by rule required to be obtained.

6.2 The Law Section will also be responsible for taking out execution proceedings effecting recoveries, keeping decrees alive and doing all that may be necessary to obtain accord and satisfaction.

7. Final Report of Legal Cases :-

7.1 When a legal case has finally been decided, the Law Section will submit to member (Administration) Complete notes on the handling of the contracts by all connected with it. Any adverse remark on the conduct of any Board official by any court, or arbitrator will be reported.

8. Laws Governing Contracts :-

8.1 All contracts shall be governed by the Law of India, for the time being in force.

8.2 Irrespective off the place of delivery, place of performance or place of payment under a contract, the contract shall be deemed to have been made at the place from the acceptance of tender has been issued.

8.3 The Court of the place where 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.



ANNEXURE-I

PURCHASE REQUISITION

1. Sr. No.
2. Name of Indentor.
3. Date of Indent.
4. Description of Store/equipment.
5. Quantity required.
6. Date by which material is required.
7. Installments in which delivery required
(monthly/quarterly or itemwise)
8. In case of revenue/operating stores, consumption is the previous year.
9. Quantity already in stock, if any.
10. Purchase made by the Executive Engineer/Superintending Engineer under delegated powers showing :-
 - (a) Date of order.
 - (b) Quantity ordered.
 - (c) Expenditure.
 - (d) Source of purchase.
 - (e) Reasons for purchase.
11. Remarks, if any.

Superintending Engineer

Financial Certificate :-

Superintending Engineer

ANNEXURE-II

APPLICATION FORM FOR REGISTRATION/RENEWAL

1. Name of the firm _____
State Whether
 - (i) Indian or Foreign
 - (ii) Private or Public
Undertaking _____
2. (i) Complete Address _____

(iii) Telegraphic Address _____
3. Category off Registration
(Whether manufacturer or
Manufacturers agent/
stockists of imported
goods/agents of overseas
principals.
4. Location of factory/works
(In case of manufacturers) _____
- (5) Description of items
manufactured (Catalogues/
Literatures etc. for the
items manufactured may
also be supplied.)
 - 1) _____
 - 2) _____
 - 3) _____
 - 4) _____
 - 5) _____
 - 6) _____
 - 7) _____
 - 8) _____
 - 9) _____
- (6) Annual production capacity
(In Terms of Rupees) _____

- (7) Whether already registered with any Govt./Semi Govt. Organisation for the items mentioned above. If so, give details alongwith Regn. No. and date : _____
- (8) Previous registration No. and date with this office in case of renewal. _____
- (9) Any other remarks _____
- (10) List of documents attached (See Note below)
 - 1) _____
 - 2) _____
 - 3) _____
 - 4) _____
 - 5) _____
 - 6) _____
 - 7) _____
 - 8) _____

I/we solemnly declare and affirm that the facts stated above are true to the best of my knowledge and belief.

Dated :-

Signatures of the Applicant
(Designation)

(To be filled in by the Office of Chief Purchase Officer).

Whether Registered/Rejected/Under consideration _____

If Registered, Registration No. _____

Date of Registration

If rejected, causes of rejection _____

Chief Purchase Officer,
H.P. State Electricity Board,
Shimla

Note : - Clause : 10 : The following documents should accompany the application form.

- (1) The firm's current Income Tax clearance certificate in the case of a limited and partnership concern.
- (2) The proprietor's Income Tax clearance certificate in the case of proprietorship firm.
- (3) Copies of their last annual report giving profit and loss account and balance sheet for the last three years.
- (4) ownership document in respect of firm's factory and machinery installed therein (in respect of manufacturers.)
- (5) Agency agreement giving details of agency commission and confirmation off acceptance of payment in Rupees in case of agents of foreign firms.
- (6) Details of established importers licence valued not less than Rs. 10,000/- (in case of stockists of imported goods).
- (7) A copy of memorandum and article of Association (in case of limited company).

ANNEXURE-III

APPLICATION FORM FOR REGISTRATION OF ADDITIONAL ITEMS

1. Name of the firm
State Whether _____
 - (i) Indian or Foreign _____
 - (ii) Private or Public
Undertaking _____
2. (i) Complete Address _____

 - (iii) Telegraphic Address _____
3. (a) Description of items for which already registered with this office
 - 1) _____
 - 2) _____
 - 3) _____
 - 4) _____
 - 5) _____
- (4) Registration No. and Date _____
- (5) Categories of registration _____
- (6) Categories of registration for additional items.
(Whether as Manufacturers/Manufacturers agent/stockist of imported goods/agents of Overseas Principals _____
- (7) Additional Items for which registration is required
 - 1) _____
 - 2) _____
 - 3) _____
 - 4) _____
 - 5) _____
 - 6) _____
 - 7) _____
- (8) Annual Production capacity in respect of

- additional items (in terms of Rupees) _____
- (9) Amount of orders received against the previous registration (give details) _____
10. Orders executed against the previous registration (give details) _____
11. Any other remarks _____
12. List of documents attached if any _____

I/we solemnly declare and affirm that the facts stated above are true to the best of my knowledge and belief.

Date : _____ Signature of Applicant _____

(To be filled in by the Officer of the Chief Purchase Officer)

Whether Registered/Rejected/under consideration _____

- If registered :-
- i) Registration No. _____
 - ii) Date of Regn. _____
 - iii) If rejected cause of rejection _____

Chief Purchase Officer,
H.P. State Elect. Board.
Vidyut Bhawan, Shimla-171004

ANNEXURE-IV

TENDER NOTICE

Sealed Tenders in duplicate are invited for the supply of following items on the prescribed form obtainable for the office of the undersigned against payment of Rs. per tender form (Non-refundable) as given below in the shape of Crossed Indian Postal Order in favour of the Senior Account officer (Banking) HPSEB Shimla 171004.

Tenders clearly superscribed with tender No. and date of opening will be received up to 3.00 P.M. and will be opened on the due date at 4.00 PM in the office off the undersigned.

The earnest money too the extent of 1% of the tender cost against each tender subject to a maximum limit of Rs. 5,000/- (Rupees Five thousand) only is to be deposited through demand draft in favour of the Senior Accounts Officer (Banking) HPSEB, Shimla-4 payable on State Bank of India, Shimla alongwith the tender. Tender set not accompanied by earnest money will be rejected. The fact that a firm is registered with DGS & D or is a small scale manufacturer will not absolve it, of the obligation of depositing earnest money. Telegraphic tenders will not be considered.

Sr. No.	Tender No.	Item	Description	Qty.	price of tender set	Last Date of sale of tender	Due Date of opening
---------	------------	------	-------------	------	---------------------	-----------------------------	---------------------

1.

2.

Chief Purchase Officer,
H.P. State Elecy. Board,
Vidyut Bhawan, Shimla-171004

ANNEXURE-IV
“TENDER DOCUMENTS”
HIMACHAL PRADESH STATE ELECTRICITY BOARD
OFFICE OF CHIEF PURCHASE OFFICER, VIDYUT BHAWAN
SHIMLA-4

(Telegraphic Address:-- “EBPURCHASE SIMLA”)
Invitation to Tender and Instruction to Tenderers

Section -I

No.....

To

M/s.....
.....
.....

Dear Sirs,

1. Sealed tenders are invited in duplicate, in the enclosed form for the supply of stores detailed in section-II, attached to this notice. The following conditions will govern the contract in case your offer is accepted. Telegraphic tenders will not be accepted.

2. Particulars, Specification and drawings:--

The particulars, specification and drawings of the material required should be as per details given in the section II of this notice.

3. Preparation of Tenders:--

(a) The tender form should be returned intact whether you are quoting for any item or not. Pages should not be detached, but when items are not being tendered for, the corresponding space should be defaced by such word as “NOT QUOTING”.

(b) In the event of space of the Tender form being insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered consecutively, bear the Tender number and be fully signed by you. In such cases, reference to the additional pages must be made in the tender form.

(c) If any modification of the Tender is considered necessary, you should communicate the same by means of a separate letter sent with the tender.

4. Signing of Tender:

(a) The Tender is liable to be ignored if complete information is not given therein or if the particulars and date (if any) asked for the Tender are not fully filled in. Specific

attention must be paid to the delivery date and also to the conditions of the contract, as the contract should be governed by them.

(b) Each page of the tender and Annexure, if any, should be signed by the tenderer.

5. Delivery of Tender:--

Tenders in duplicate should be enclosed in double sealed cover both addressed to the Chief Purchase Officer, Himachal Pradesh State Electricity Board, Vidyut Bhawan, Simla-4 Superscribed "Tender No..... due date of opening" All outstation tenders should be sent by registered post. The tenders must reach this office not later than 3 P.M. on the date of the opening of the tender. Tenders, sent by hand delivery should be put in the tender box at this office not later than 3 P.M. on the due date.

6. Period for which the office will remain open:

(i) Firms tendering should note the period for which it is desired that their offer should remain open for acceptance. If the firms are unable to keep their offers open for specified period, they should specifically state the period for which their offers are open but they must realize that such a provision may prevent their offers from being considered. In the absence of such indication in the tender form, it will be assumed that their offer will remain open for acceptance for the period as specified in the schedule of Tender. However, if the day upto which the offer is to remain open is declared a closed holiday for the Board Offices, the offers shall remain open for acceptance till the next working day.

(ii) Quotation qualified by such vague and indefinite expressions such as "Subject to immediate acceptance" "subject to prior sale" will not be considered.

7. Opening of Tenders:--You are at liberty to be present or authorize a representative to be present at the opening of the tender at the time and date as specified in the Section-II. The name and address of the representative who would be attending the opening of the tender on your behalf should be indicated in your tender. Please also state the name and address of your permanent representative, if any. In case the date of opening falls on a holiday, the tenders shall be opened at the same time and place on the next working day.

8. Prices:-- The price must be stated for each item separately. The percentage of reduction in the total price for the entire demand should also be quoted, should an order to that extent be placed with you.

(ii) If it is decided to ask for excise duty or any other charges as extra, the same must be specifically stated. In the absence of any such stipulation it will be presumed that the prices include all such charges and no claim for the same will be entertained.

(iii) The prices quoted by the Tenderer should be exclusive of sales tax (and should be clearly stated to be so) which will be paid by the purchaser, if legally leviable at the rate ruling on the date of supply as specified in the acceptance of tender.

(iv) The unit prices should be for the same units as indicated in the schedule to tender enquiry and not any other unit.

(v) Price quoted should be invariable for delivery F.O.R. Station of destination and inclusive of charges such as packing, forwarding delivery charges, customs duty, Octroi, etc. where applicable.

(vi) Offer on firm price basis will be preferred.

(vii) Where firms cannot quote firm prices, variable prices with a ceiling should be given.

9. Terms of Delivery:-- The delivery of stores is required by date(s) specified in section-II of this notice. If, however, it is not possible for you to effect delivery by these date(s) you should specify the date by which you can guarantee delivery in the prescribed tender forms.

10. Damages for Delay:

(a) Liquidated damages not amounting to penalty will be recovered @ ½% per week of delay or part thereof subject to the maximum of 5% of the cost of undelivered material/equipment.

(b) However, in case the equipment supplied within the delivery period can not be commissioned due to the late delivery of a portion of equipment the liquidated damages not amounting to penalty will be recovered @1% of the total contract price per week of the period of delay, subject to a maximum of 5% of the total contract price.

11. Warranty:

(a) The company shall be responsible to replace, free of cost, with no transportation and insurance expenses to the purchaser upto destination of material, specified in Section-II the whole or any part of the material which, under normal and proper use and maintenance proves defective in material or workmanship within twelve months from the date it is put to use by the purchaser, or 18 months from the date of shipment for imported material which ever expires earlier, provided the purchaser gives prompt written notice of such defects. Such replacements shall be effected by the company within a reasonable time actually required to do so. Company's liability arising out of supply of material or its use whether on warranties or other-wise, shall not in any case exceed the costs of correcting the defects or replacing the defective material and upon the expiry of the period mentioned above, all such liability shall terminate.

(b) The above provisions shall also equally apply to the material replaced/ repaired by the company under this clause in case the same is again found to be defective within 12 months of its replacement/repair.

12. Samples:-- Tender samples are not required specifically called for.

Quotations without samples where samples are Specifically called for are liable to be ignored. Samples of what you offer to supply should not be less than the quantity necessary for test omit as per specification. In any case the quantity of sample required for the test as given in specification should be adhered to. Each sample should have a card affixed to it giving particulars of :--

(a) Your name and address.

- (b) Tender No.
- (c) Date of opening of tender.
- (d) Item No. against which tender submitted.
- (e) Any other description, if necessary, written clearly on it.

The samples should be sent to the Officer (named in the Section-II) to reach him by the date specified. The cost and freight of sending the samples shall be borne by you and there will be no obligation on the part of the receiving Officer for their safe custody. Tenderers who do not submit the samples and the testing fees, if any, required for the testing of the samples by the time specified in the schedule, will run the risk of their tenders being ignored.

Samples sent "freight to pay" will not be accepted. The packages and the Rly. Receipt should be addressed to the authorized Officer/concerned and not to "Self".

If the samples are sent by Railway parcel, the Railway Receipt should not be enclosed with the tender documents but should be posted separately to the Officer to whom the samples are sent (under a cover letter giving the necessary particulars to enable him to connect the Railway Receipt easily with the parcel). Samples submitted by the Tenderers whose offers are not accepted (provided they have not been destroyed during testing) will be delivered to their representative if they call for the same or can be returned direct to them at their cost provided the application for return is made to the officer to whom the samples are sent within one month of the expiry of the validity of offer or after notification of cancellation of demand. If no application is received within the due date no claim will be entertained for the return of the samples.

13. Packing:-- Unless the method of packing is indicated in the specification the method of packing which the contract proposes to employ must be described in the Tender Form. Contractors are at liberty to quote for additional alternative sizes and description of packs and these must be described in the tender.

14. Right of Acceptance:-- This office does not pledge itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender or portion quoted. Tenderers are at liberty to tender for the whole or any portion or to state in the tender that the rate quoted shall apply only if the entire quantity is taken from them.

15. Communication of Acceptance: Acceptance by the purchaser will be communicated by telegram, express letter of acceptance or formal supply order. In cases where acceptance is communicated by telegram or express letter, the formal acceptance of tender will be forwarded as soon as possible but the instructions contained in the telegram or express letter should be acted upon immediately.

16. This Tender set is not transferable.

17. Conditions of Contract: Printed or cyclostyled or such terms and conditions of the tendering firms not appearing in the body of the tender will not be considered as forming part of their tender. Tendering firms should quote on the basis of the conditions referred to in the Invitation of Tender and Instructions to Tenders. In case any terms and conditions of contract applicable to this Invitation of Tender are not acceptable to the tendering firms, they should specifically state deviations therefrom in the body of their tender.

18. Deviation from Specifications: It is in the interest of the tenderers to study the specifications, drawing etc. in section –II thoroughly before quoting, so that if deviations are made by the tenderers, the same are prominently brought out in the body of their tender.

19. Transit Insurance:

(a) The purchaser will not pay separately for transit Insurance and the supplier will be responsible till the entire store contracted for arrive in good condition at destination.

(b) The consignee will, as soon as possible but not later than 30 days of the date of arrival of stores at destination notify to the contractor, any loss or damage to the stores that may have occurred during transit.

Tenders/quotations in which transit insurance cost has been claimed extra, may not be considered.

20. Payment-Terms:- The standard terms of payment are:--

(i) (a) 98% of the contract value prorata per complete item/equipment despatched against R/R. though recognized bank (Bank charges to be borne by the supplier)

Balance 2% of the contract price/prorate, within two months of receipt of material at site, by the purchaser or after the material has been inspected and found in good condition, whichever is later, provided that if the material on inspection is found defective, the supplier shall have to set it right within reasonable period of the receipt of notice, failing which it shall be liable to pay the interest to the Board @12% per annum on the 93% of the payment in respect of such material.

OR

(b) Full payment within 60 days of the receipt of material at site in good condition to the departmental specification on its physical verification by the consignee provided that no performance guarantee remains to be satisfied.

(ii) All other incidental charges e.g. custom duty and other Taxes and duties, if any, within 21 days after presentation of original payment vouchers or satisfactory evidence in absence thereof.

21. Earnest Money: Each Tenderer shall deposit and earnest money in the shape of demand draft amounting to 1% of the total value of the tender subject to a maximum of Rs. 5,000/- in the name of Senior Accounts Officer (Banking), Himachal Pradesh State Elec. Board, "Kumar House", Shimla-4. The fact that a firm is registered with DGS & D or is a Small Scale Manufacture will not absolve it of the obligation of depositing the earnest money.

22. Tenderers are bound to accept order for additional quantity upto 25% at the rate quoted, only if order is placed on them within six months from the issue of the supply order.

23. The successful tenderer shall deposit security equal to five percent of the cost of the material in shape of cash, Bank Draft or Bank guarantee in the proforma approved by the

Board (enclosed) within one month of the such time to the tender, with the Accounts Officer (Banking) HPSEB, Kumar House, Shimla-4.

24. Inspection before Despatch:-- Unless specifically otherwise agreed to by the purchaser inspection of the material shall be conducted and tests witnessed by the authorized representative of the Board during the course of manufacture as well as after the completion of manufacture and no material will be despatched without inspection and approval from the authorized or representative of the Board.

25. Arbitration:- If at any time any question, dispute or difference whatsoever, shall arise, between the purchaser or the Engineer and the company upon or in relation to or in connection with the contract, either party may forthwith give to the other, notice in writing of the existence of such question, dispute or difference and the same shall be referred to the arbitration of Chairman, HPSEB or his nominee and shall be subject to the provision of the Arbitration Act, 1940 or any statutory modification or reenactment thereof and the rules framed there under and for the time being in force. The award of the Arbitrator shall be final and binding on both the parties to the contract.

The objection that the arbitrator so appointed is a Government servant that he had to deal with the matters to which the contract relates and that in the course of his duties as Government servant he had expressed his views on all or any of the matters in dispute or difference, shall not be considered as a valid objection/bar to his acting as such in the arbitration proceedings under this clause.

26. It will be obligatory on the part of the successful tender to execute a legal contract with the Board on stamped paper (charges to be borne by the suppliers) immediately after acceptance of tender. But in no circumstances the exception of such contract shall give right to the suppliers to avoid the contract.

Chief Purchase Officer,
H.P. State Electy, Board,
Vidyut Bhawan,
Shimla-4.

SCHEDULE TENDER NO.

TIME AND DATE OF OPENING OF TENDER.....

The Tender shall remain open for acceptance till

Item No.	Description of stores	Specification No.	Qty.	Unit	Price per unit	F.O.R. Destination
----------	-----------------------	----------------------	------	------	-------------------	-----------------------

(Signature of Tenderer)

Date

OTHER INFORMATION AND INSTRUCTIONS.

- (i) Tender samples: Analysis reports on Tenderers samples will not be furnished.
- (ii) Quantities offered by Tenderers:-- Tenderer should, if not in a position to quote for entire quantity and for delivery as required, state specifically the quantities which they can deliver at the price quoted and according to the required delivery. Silence on the points will entail responsibility for supply at quoted prices of full quantities.
- (iii) **Alternative Packing:--** Where alternative packs are given, tenderers must quote/ prices for all alternatives given, otherwise, it will be assumed that they are unable or unwilling to supply in the packs for which they do not quote. No further references will be made to them on the subject.

Tenderers must give specific answers against each of the following questions. Tenders containing equivocal or evasive replies will be ignored.

- 1. Whether stores offered conform to particulars quoted on the reverse if not, details of deviations must be stated here.
- 2.
 - (i) Brand.
 - (ii) Name and address of manufactures.
 - (iii) Station of manufacture.
- 3. Guaranteed date by which delivery can be completed.
- 4. **PACKING THAT IS PROPOSED TO**
Whether specification/for packing will be adhered to.
- 5. Whether sample submitted.
- 6. **Gross weight of consignment:--**
Net weight of each item.
- 7. Whether you agree to the inspection clause as stipulated.

Tender No.

(Signature of Tenderer)
Date.....

Tender No.

Contractors Telegraphic
Address
Code No.

From :--

.....
.....
.....

To

The Chief Purchase Officer,
H.P. State Electricity Board,
Vidyut Bhawan, Shimla-171004.

Dear Sirs,

I/We hereby offer to supply the stores detailed in the schedule here to or such portion there-of as you may specify in the supply order at the price given in the said schedule and agree to hold this offer open till I/ We shall be bound by a communication of acceptance despatched within the prescribed time.

2. I/we have understood the instructions to Tenderers for supply of material and have thoroughly examined the specification, drawing quoted in the schedule, the rates and am/are fully aware of the nature of the stores required and my/our offer is to supply stores strictly in accordance with the requirements. I/we further certify that we agree to the deposit, the security within the specified period.

3. The following pages have been added to as form part of this tender

Yours faithfully,
(Signature and Address of the
Tender).....
Dated

SECTION –II

Tender enquiry No.....
Cost of each tender set
Due date and time for receipt of tender
Date and time for opening of tender.....
Tender shall remain valid up-to
Material is to be supplied at
Delivery
Specification and schedule of material.....

Chief Purchase Officer,
H.P. State Electricity Board,
Vidyut Bhawan, Simla-171004.

ANNEXURE-VI

HIMACHAL PRADESH STATE ELECTRICITY BOARD

Register of Tenders/quotation received (office) _____

Particulars of tender/enquiry detail of work/stores about which tender/enquiry is issued with No. and date of tender/enquiry.

Referred to Regulation No. 7.2 of the Regulations framed under section 79(g) of the Electricity (Supply Act., 1948).

Sr. No.	Date of receipt of tenders/quotations.	Date when tender/quotation due.	Name of tenderer/supplier.	Rate/Rates tendered item No. off Enquiry/Rate.	Time in which the tenderer/supplier proposes to complete the supply.	Earnest Amount of earnest money.	Money Mode of deposit.	Reference to authority under which refund is authorised or Voucher No. and Dt. to the refund of earnest money in case of rejected tender/quotations.	Dated signatures of Supdt. (Purchase) Supdt. Circle Office, Divisional Head Clerk SDO/UDC	Ref. to No. and date of purchase order.	Remarks
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11	12.

ANNEXURE-VII

HIMACHAL PRADESH STATE ELECTRICITY BOARD

Register of Contracts/Purchase Orders Entered into/issued

Referred to in Regulation No. 11.2 of the Regulations framed under
section 79(g) of the Electricity (Supply Act., 1948).

Sr. No.	Contract/ Purchase order No.	Date	Name of contractor of supplier.	Description of Works Stores.	Amount	Name of consignee	Ref. to Tender enquiry etc.	Terms of payment	Delivery period	Remarks
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11

ANNEXURE –VIII

HIMACHAL PRADESH STATE ELECTRICITY BOARD CONTRACT FOR THE SUPPLY OF MATERIALS

INDEX

Article I	Recital and definition.
Article II	Scope.
Article III	Conditions of Contract.
Article IV	Material and workmanship.
Article V	Tests and Inspections.
Article VI	Transport of material.
Article VII	Terms of payment and price adjustment.
Article VIII	Performance and executive of contract.
Appendix 'A'	Bill of materials & Schedule of prices.
Appendix 'A'-1	Purchase order.

ARTICLE-I

Recital and definitions

Clause I Recital:- The articles of agreements made at Simla this----- Day of
– one thousand nine hundred ----- between the Himachal Pradesh State
Elec. Board, Shimla, a body corporate, incorporated -----under
section 5 of the Electricity (Supply) Act, 1948 (54 of 1948) with head office at Vidut
Bhawan, Shimla (Herein-after referred to as the purchaser) of the one part and M/s -----
-----Pvt. Ltd./Co./Limited Company -----

-----Partnership firm -----
-----registered under Indian Companies Act, 1956/Indian Partnership Act
1932 and having its office at ----- here-in-
after called the company (which expression shall mean, unless the contract so admits and
include the partner or the partners for the time being, of the firm and their respective heirs,
executors, administrators) of the other part, whereas the Board is desirous of having executed
certain works/supplies specified and any fully described in the Bill of Material appended here
to as Appendix ‘A’ and for rendering other services stipulated in this contract and where as
the company have agreed with the Board for the performance of said contract/work specified
in the Bill of material, Appendix ‘A’ upon certain terms and conditions herein after provided
and where as the parties are desirous of reducing to writing the terms and conditions of the
contract on which the company have agreed with Board for the performance of the said
agreement, now it is hereby agreed between the parties here to as under:--

Clause-2 Definitions:- In construing the general conditions of this contract and the
relevant specifications, the following words shall have the meanings herein assigned to them
unless there is something in the subject or context inconsistent with such constructions :--

(a) **The ‘Purchaser’** shall mean the Himachal Pradesh State Electricity Board and
shall include its successors, in office and assigns.

(b) (i) **The company** shall mean
.....
and shall include the company’s Legal representatives, successors and assigns.

(ii) **Manufactures** shall mean M/s
.....
and shall include their legal representatives, successors and assigns.

(c) **Sub-Contractor**—Shall mean the persons to whom any part of the contract may be
sublet with the consent in writing of the Engineer and the legal representatives, successors and
assigns of such persons.

(d) **The ‘Engineer’** :-- Shall mean the Chief Purchase Officer, Himachal Pradesh
State Electricity Board for the time being and or/any other Officer appointed in writing by the
purchaser, to act as ‘Engineer or Inspector’ for the purpose of this contract.

(e) **Material:**-- Shall mean and include all the materials to be supplied by the company under the contract as per bill of material 'Appendix 'A'.

(f) **The Specification:**-- Shall mean and include the specification accepted or issued by the Himachal Pradesh State Electricity Board as specified in Appendix 'A'.

(g) **The Site:**- Shall mean and include to lands and buildings over, under upon and in which the materials are to be installed and used in accordance with this contract.

(h) **Place of Deliver:**- Shall mean and place of delivery at which the company is responsible to deliver the materials at the contract price, as specified in Appendix 'A'.

(i) **Commercial use:**-- Shall means that use to which the material can commercially be put.

(j) **Month:**- Shall mean calendar month.

(k) **Writing :-** Shall mean and include any manuscript, type written or printed statement under or over signature or seal as the case may be. It shall be deemed valid if delivered in writing or by telegraph, cable or radio message by a duly authorized representative of the purchaser or the company as the case may be.

(l) **The term :-** 'F.A.S.' 'F.O.R.' 'F.O.B.' 'C.I.F.' and other shipping/despatch terms as used herein shall have meaning in accordance with their usage in India.

(m) **War:**-- Shall mean and include, war invasion, Act or foreign enemy, hostilities (whether declared or not) civil war, rebellion, revolution, Insurrection and military or usurped power.

(n) **Work:** Shall mean and include, the supply of all the materials plants equipments and rendering of other services by the company under this contract including appendix 'A'.

(o) **Time limit:** Shall mean the time (period stipulated) for the Executive of contract as envisaged in appendix 'A'. All time limit stated in the contract document shall be deemed to be essence of the contract.

(p) **Jurisdiction:** The contract shall be governed by the laws of India for the time being in force and shall be subject to the jurisdiction of Simla Court irrespective of the place of delivery, the place of performance or place of payment under the contract.

ARTICLE-II

'SCOPE'

Clause-I (a) Scope: This contract covers the manufacturer's supply and delivery of the material as shown in 'Appendix' 'A' bill of material and the rendering of other services, as stipulated in this contract.

(b) Specification: The material shall be in accordance with the purchaser's specification as specified in the bill of material Appendix 'A'.

Clause 2 (a) Departures from Specifications: Departures from the provision of the relevant specifications issued by the purchaser, either on account of manufacturing practice or for any other reasons will be mutually agreed to between the company and purchaser separately and the material will be manufactured according to the specifications and drawings finally approved by the purchaser.

(b) Subsequent Changes:- It shall be the responsibility of the company to bring the subsequent changes, if any, in the drawings designs and / or specifications ordered by the Engineer to the special notice of the Inspecting Authorities at the time of inspection and testing of material and to get the necessary certificate recorded on the test certificates to the effect that the material has been manufactured according to the specifications, designs and drawings as finally approved by the purchaser.

Clause: 3 Literature and Instructions Book: Illustrated literature and instruction books regarding the handling and use of the material shall be supplied by the company free of cost.

Clause: 4 Contract Conditions :- The materials shall be manufactured and supplied in accordance with conditions of this contract.

Clause: 5 Contract quantities:- The contract quantities shall be as shown in Appendix 'A'. These quantities can be increased or decreased by mutual agreement in writing of both parties to the contract and or in accordance with clause 10 (a) of this article.

Clause : 6 Contract quantities:- The contract prices shall be as shown in Appendix 'A' and shall be payable in accordance with the terms of payment stipulated in this contract. These prices are subject to increase or decrease by mutual agreement, in writing due to change in design and increase or decrease in the quantities of the material. These prices are also subject to increase or decrease, if any, according to the provisions contained in this contract.

Clause : 7 Maker's Standards:- The latest and modern manufacturing methods shall be employed for the manufacture of the material in accordance with the company's own standards, provided they comply in all respects with the conditions of the purchaser's specifications or are otherwise approved by the purchaser under clause -2 above.

Clause: 8 Contract Drawings:- (a) The company shall submit in quadruplicate to the Engineer for his approval, immediately on receipt of firm purchase order, detailed dimensions,

drawings of the equipment to be supplied and other general arrangements of the works to be carried out and such other detailed as may be reasonably necessary.

(b) The contract drawings will be approved by the purchaser and returned to the company within one month from their receipt. Any period beyond one month taken by the purchaser for the approval or otherwise of the contract drawing may be regarded by the company as grounds for extension of time for completion of the work.

(c) Within two months of the receipt by the Company of the notification by the Engineer to the Company of his approval of such drawings, two sets in ink on tracing cloth or ferrogallic prints mounted on cloth alongwith six copies of blue prints as approved shall be despatched to the Engineer by the company and signed by the Engineer and the Company respectively and be there after deemed to be the 'Contract Drawings'.

(d) The Engineer or his duly authorized representative whose name shall have previously been communicated, in writing, to the company shall have the right, at all reasonable times, to inspect at the factory of the company drawings of any portion of the works.

(e) During the execution of the works, one set of the drawing shall be made available for reference at the site of the work by the company.

(f) All contract drawings shall have the title 'Himachal Pradesh State Electricity Board' clearly printed thereon. A schedule of contract drawing shall also be supplied by the company.

(g) Mistakes in Drawings: -- The company shall be responsible for and shall pay for any alterations of the material or works due to any discrepancies, errors or commissions in the drawings or other particulars supplied by them whether such drawings or particulars have been approved by the Engineer or not, provided such discrepancies, errors or commissions be not due to inaccurate information or particulars furnished to the company by the Engineer, but he purchases shall be responsible for drawings and information supplied by the Engineer and the purchaser shall pay for any *alterations* of the material or work necessitated by reason of inaccurate information supplied by the Engineer to the Company.

(h) If any dimensions figured upon a drawing or plan differ from those obtained by scaling the drawing or plan, the dimensions as figured upon the drawing of plan shall be taken as correct.

(i) All mistakes in drawing supplied by the company will be set right by the company after obtaining approval of the purchaser.

Clause: 9 Completeness of Contracts. Any fittings accessories of apparatus which may not have been specifically included in this contract but which are normally considered necessary for the efficient working of the plant or material shall be supplied by the company such material or equipment shall be deemed to have been included in the contract price and shall be supplied by the company without extra cost.

Clause:10 Spares (a) The company shall supply such additional equipment or parts, over and above those provided in the attached bill of material, as the purchaser may order

from it at any time before the expiration of this contract and shall deliver them at such places as may be directed, provided that such, additional equipments or parts are required for use or as spare in connection with the works covered by this contract. Such additional equipments parts and spares upto ten percent of contract quantities shall be supplied at contract prices. Rates for quantities above 10% of contract quantities, will be subject to mutual agreement.

(b) Material or Parts lost in transit: The company shall also supply or replace such material or parts as are lost or damaged in transit within a responsible time based on the delivery period given in Appendix. 'A' subject to clause (b) of Article Clause 5 of Article-VII of this contract.

CONDITIONS OF THE CONTRACT

Clause: I Contract: The contract shall in all respects be deemed to be and shall be contracted and shall operate as a contract as defined in the Indian contract Act-1972 and the Indian sale of Goods Act-1980 and any statutory amendment modification or re-enactment thereof for the time being in force.

Clause: 2 Sub Letting of contract:-- The company shall not, without the consent in writing of the purchaser, which shall not be un-reasonably without assign or subject to the contract or any part thereof other than for materials for minor details any such consent shall not relieve the Company from any obligation duty or responsibility under the contract.

Clause:3 Patent Rights: In the event of any claim or demand being made or action being brought against the purchaser for infringement or alleged infringement of letters patent, in respect of the material supplied by the company under this contract or in respect of any method of using or working by the purchaser of such material, the company will indemnify the purchaser against all cost and expenses arising from or incurred by reason of any such claim provided that the purchaser shall notify the company immediately of any claim made and the company shall with the assistance of the purchaser if required. But at the company's expenses, conduct all negotiations for the settlement of the same or any litigation that may arise there from provided that the material supplied by the Company shall not be used by the purchaser for any purpose of in any manner other than that for which it has been procured.

Clause: 4 Changing in contract:-- This contract constitutes the entire agreement between the purchaser and the company relating to the subject matter, thereof and supersedes any other prior agreements, discussion and correspondence, there are no terms obligations covenants representations. Statements or conditions other than, those contained therein or incorporated herein by reference or through properly executed amendment signed by both parties.

Clause : 5 Power to vary or omit any item of work or material: No alterations, amendments, omissions, additions, suspension or variations (hereinafter referred to as, 'Variations') in the material as shown in the Bill of material Appendix 'A' shall be made by the company except directed in writing by the Engineer, but the Engineer shall have full power, subject to the provision hereinafter contained, from time to time during the execution of the contract by notice, in writing, to instruct the company to make such variations, without prejudice to the contract and company shall carryout such variations occurred in the specifications. If any suggested variations would in the opinion of the company if carried but, prevent the company from fulfilling any of its obligations or guarantees under the contract, the

company shall notify the Engineer thereof, in writing and the Engineer shall decide forthwith whether or not the same shall be carried out and if the Engineer confirms his instructions, the company's obligations and guarantees shall be modified accordingly by mutual agreement. The difference of cost, if any, occasioned by any such variations, shall be added to or deducted from the contract price as the case may require. The amount of such difference if any, shall be ascertained and determined in accordance with the rates specified in the bill of material. Appendix 'A' so far as the same may be applicable and where the rates contained therein are not applicable these shall be settled by the Engineer and company jointly, but the purchaser shall not become liable for the payment if any acceptance of the same have been given in writing by the Engineer.

Clause:6 Negligence: If the company shall neglect to execute to company with any reasonable orders given, in writing by the Engineer in connection with this contract, or shall contravene the provisions of the contract, the failure, neglect or contravention complained of should the company fail to comply with the notice within a reasonable time from the date of service thereof. In the case of failure, neglect/or contraction capable of being made good within that time, or otherwise within such time as may be reasonable necessary for making it good, then and in such case the purchaser shall be at liberty to take the work wholly or in part out of the company's hands and recontract at reasonable price with any other person or persons. In such an event it shall be lawful for the purchaser to retain any balance which may otherwise be due by him to the company on any account and apply the same towards the execution of the whole or balance of the work so recontracted, as aforesaid. If no such balance is due by him to the company or if due is not sufficient to cover the amount thus recoverable from the company, it shall be lawful for the purchaser to recover the whole or balance of the amount from the company by action at law or otherwise vide clause-2 of Article-VII of this contract.

Clause : 7 Bankruptcy : If the company shall commit any act of Bankruptcy or being a corporation commence to be bound up except for reconstruction purposes or carry on its business under a Receiver, the executors, successors, or other representative in law of the estate of the company or any such Receiver, liquidator or any person in whom the contract may become vested, shall forthwith give notice thereof in writing to the purchaser and shall for one month during which the company shall take all reasonable steps to prevent a stoppage of the works, have the option of carrying out the contract subject to the company providing such guarantee as may be required by the purchaser but not exceeding the value of the work for the time being remaining unexecuted, the contract may be determined by the purchaser by notice in writing to the company and the same power and provisions reserve to the purchaser in last proceeding clause, of taking the work-out of the company's hands shall immediately become operative.

Clause: 8 Suspension of work: The purchaser shall pay to the company all reasonable expense, arising from suspension of work or delay in shipment/despatch by order in writing of the purchaser, or the Engineer, provided that such suspension or delay is due to instructions, lack of instructions or some defalcation on the part of the purchaser.

Clause: 9 Force Majeure:- The company shall not be liable for loss or damage due to delay in manufacture or delivery resulting from any causes beyond the company's reasonable control including but not limited to compliance with regulations, orders or instructions of Goods, acts of commission, of the purchaser, Act of Civil and Military Authority fires, strikes, factory shutdowns or alterations, invasion war, Riot delays in transportation or inability due to

causes beyond the company's reasonable control to obtain necessary labour manufacturing facilities or materials.

Clause : 10 Arbitration (a): If at any time question, dispute or difference whatsoever, shall arise, between the purchase of the Engineer and the company upon or in relation to or in connection with the contract, either party may forthwith give to the other notice in writing of the existence of such question dispute or difference and the same shall be referred to the arbitration of chairman, HPSEB or his nominee and shall be subject to the provision of the arbitration Act, 1940 or any statutory modification or re-enactment thereof and the rules framed thereunder and for the time being in force. The award of the arbitrator shall be final and binding on both the parties to the contract.

The objection that the arbitrator so appointed is a Government servant that he had to deal with the matters to which the contract relates and that in the course of his duties as Government Servant, he had expressed his views on all/or any of the matters in dispute or difference, shall not be considered as a valid objection/bar to his acting as such in the arbitration proceedings under this clause.

Clause:11 Warranty: (a) The company shall be responsible to replace free of cost, with no, transportation and insurance expenses to the purchaser upto the destination of materials specified in Appendix 'A' the whole or any part of the material which under normal and proper use and maintenance proves defective in material or workmanship within twelve months, from the date of 18 months from date of despatch in respect of Indigenous equipment 24 months from the date of shipment for shipment for imported material which ever expired earlier, provided the purchaser gives prompt written notice of such defects. Such replacements shall be effected by the company within a reasonable time actually required to do so. Company's liability arising out of supplying of material or its use whether on warranties or otherwise, shall not in any case exceed the costs of correcting the defects or replacing the defective material and upon the expiration of the period mentioned above all such liability shall terminate.

(b) The above provisions shall also equally apply to the material replaced/repared by the company under this clause in case the same is again found to be defective within 12 months of its replacement reparation.

(c) Provided that if any company fails to act with requisite promptitude and there by entails avoidable loss to the purchaser it shall be liable under clause 14 of the Article-III of these presents during the operative warranty period.

Clause: 12 Title to Material:- After the company's obligations and liabilities under this contract have been discharged fully, especially with regard to the quantity, quality and use of the material and all payment due under this contract made, the company shall obtain a completion certificate from the Engineer in token of final transfer of 'Title to material, from the company to the purchaser and termination of the company's contractual obligations.'

Clause: 13 Delivery Period: The entire work including manufacture, supply delivery and other items, as stipulated in this contract shall be completed by the company within the period specified in Appendix 'A'. The time for and the date specified in the schedule or as extended for the delivery of stores shall be deemed to be the essence of the contract and delivery must be completed not later than the date(s) as specified or extended. In case the

company is unable to complete the whole or any items or work within the stipulated period for recognized reasons of "Force Majeure" mentioned in clause 9 above, it shall be responsible to furnish well in time sufficient evidence and data to the satisfaction of the purchaser, to prove the existence of the conditions mentioned in the said clause 9 above, so as to justify grant of extension will be granted by the purchaser for the period for which the completion of work is proved, by the company, to have been delayed for the said reasons or "Force Majeure".

Clause: 14 Damages for delay in Delivery: If the company fails to abide by the provisions of delivery period (Clause 13) above, the company shall be liable to pay liquidated damages not amounting to penalty @-- percent of the cost of undelivered portion per week of the period of delay subject to maximum of – percent of the cost of undelivered equipment. However in case the equipment supplied within the delivery period cannot be commissioned due to the late delivery of a portion of the equipment the liquidated damages not amounting to penalty will be recovered at the rate of – percent of the total contract price per week of the period of delay subject to a maximum of – percent of the total contract price provided that, in any case in which under subclause.

(I) above, the company makes itself liable to the maximum stipulated damages and fails to execute the contract, the purchaser shall have the power to adopt any or all of the following recourses as may be deemed fit:--

(a) Purchaser may rescind the contract by giving notice of recession, and may take steps to forfeit the company's security to fulfil the contract as a part of compensation for the losses caused by the company to the Board.

(b) Purchaser may arrange to have the remaining supply completed from other sources, at the company's risk and cost, and such supply shall in no way be deemed to effect the company's guarantee for the proper performance of the equipment supplied by it.

(c) Purchaser may take steps to recover all losses caused to him by the non-execution of the work.

Provided that in any of the above eventualities, the company shall not be entitled to compensation for any loss sustained by him, by reason of having purchased or procured any materials, or entered into any engagements, or made any advance on account of or with view to the execution of work or the performance of contract.

(d) If no any occasion the purchaser abstains from exercising the power given to him by these clauses such abstention shall not prevent him from exercising such power on a subsequent occasion, and if the company again makes default, it shall be lawful for the purchaser to re-impose the penalty as stipulated in these clauses.

Clause: 15 Security Deposit: Unless otherwise agreed between the purchaser and the company, the company shall within one month after written notice of acceptance of tender has been posted to the company, deposit with the Senior Accounts Officer, Himachal Pradesh State Electricity Board, 'Kumar House' Simla-4 (in cash or the equivalent Bankers Guarantee Bond) a sum equal to – percent of the total value of stores detailed in the purchase order at Appendix A-I for due fulfillment of the contract. No Claim shall lie against the purchaser in respect of interest on security deposits. The purchaser shall be entitled and shall be lawful on his part to forfeit the said security deposit as per the contract, in whole or in part in the event

of any default, failure or neglect on the part of the company in the fulfillment or performance in all respects of the contract under reference on any other contract with the purchaser and the purchaser shall also be entitled to deduct from the said deposits any loss or damage which the purchase may suffer or be put to by reasons of or due to any act or other-default recoverable by the purchaser from the company in respect of the contract under reference or any other contract and in either if the event aforesaid to call upon the company to maintain the said Security deposit at its original limit by making further deposit, provided further that the purchaser shall be entitled to recover any such claim which is due or which at any time thereafter may become due to the company under this or any other contract with the purchaser. In the event of the company failing to make and to maintain a Security deposit in the manner aforesaid he shall be liable to forfeit to the purchaser the earnest money lodged with the tender by him, and the purchaser shall be entitled to cancel the acceptance of the tender.

ARTICLE – IV MATERIAL AND WORKMANSHIP

Clause: 1 Quality of material: All material manufactured shall be of the best quality obtainable of their respective kinds and whole of the material manufactured shall be of the highest class, well finished and of approved design and castings shall be free-from blow holes, flaws, cracks and other defects and shall be smooth, close grained and true forms and dimensions. All machines surfaces shall be true smooth and finished.

Clause: 2 Replacement and Rejection of defective Materials:-- If the material or any portion there of before or upto twelve months after is taken over by the purchaser or 18 months from the date of despatch in respect of indigenous equipment 24 months from the date of shipment for imported material which ever expires earlier, is found to be defective or fails to fulfil the requirements of the contract, the Engineer shall give the company notice setting forth particulars of such defects or failures and the company shall forthwith the defective material good or alter the same to make it comply with the requirements of the contract. Should it fail to do so within a reasonable time the purchaser may as the case may be which is defective or fails to fulfil the requirements of the contract. Such replacement shall be carried out by the purchaser within reasonable time and at a reasonable price and where reasonable possible, to the same specifications and under competitive conditions. The company's full and extreme liability under this clause shall be limited to the period of warranty given in clause 11 o the Articles III and shall be satisfied by the payment to the purchaser of the extra cost of such replacement as provided for in the said clause, such extra cost being the ascertained difference between the price paid by the purchaser under the provisions above mentioned for such replacement and the contract price for the material so replaced and the payment by the company of any such amount paid by the purchaser to the company in respect of such defect of such defective material. Should the company fail to act with requisite promptitude and there by entail avoidable loss to the purchaser, it shall be liable clause '14' of Article-III.

Clause: 3 Commercial use of defective material and compensation:-- In the event of rejection of material, the purchaser shall be entitled to the use of the material in reasonable and proper manner for a time reasonably sufficient to enable him to obtain other replacement material. During the period, the rejected material is used commercially, the company shall be entitled to 5% per annum of the amount with held or deducted in respect of such material.

ARTICLE-V TEST AND INSPECTION

Clause-1 Standard Tests: All material shall comply with the requirements of the Type and shall be submitted to the "Routine Tests" specified in the relevant specifications and to such other tests as are specifically prescribed by the purchaser. Certified copies of all these tests certificates duly attested by the Inspecting authority if appointed by the purchaser, shall be supplied to the engineer immediately, after such tests are completed.

Clause-2 Inspection by the purchaser: Unless specifically, otherwise agreed to by the purchaser, inspection of the material shall be conducted and the tests witnessed by the Engineer or his duly authorized agent during the course of manufacture as well as after the completion of manufacture and no material will be despatched without inspection and approval by the Engineer or his agent.

Clause-3 Inspection of place and date of commencement of manufacture: The company shall intimate to the Engineer of his duly authorized agent if appointed by him, the place and probable date of which the manufacture of the material is likely to commence, to enable the Engineer or his agent, to make arrangements for inspection during manufacture and witnessing the tests.

Clause-4 Access to the Manufacturer's works: The Engineer or his duly authorized Agent shall have at all reasonable times, access to the manufacturer's premises and shall have the right to inspect and examine the raw materials and workmanship of the material during the course of manufacture. If part of the material is being manufactured on either premises the company shall obtain from the Engineer or his Agent permission to inspect as if the material was being manufactured on the manufacture's own premises.

Clause-5 Power to Reject the material or workmanship:-- The Engineer or his Agent shall, on giving seven days notice, in writing to the company setting out the grounds of objection which he may have in respect of the materials or workmanship be at liberty to reject all or any materials or workmanship which are the subject of any of the said grounds of objection and/or which are not in accordance with the specifications.

Clause-6 Test on completion of Manufactures: When the material is ready for final test, before shipment/despatch, the company shall give the Engineer or his Agent, notice of its being so ready and the Engineer or his agent shall, on giving twenty four hours previous notice in writing to the company, attend at the manufacturer's premises within twenty one days of the receipt of the notice from the company failing which the company may proceed with the tests which shall be deemed to have been made in the presence of the Engineer or his Agent, as the case may be.

Clause-7 Apparatus and other materials for Tests: For the above mentioned tests, whether carried out at the premises of the manufacturers of any sub-contractor the company shall provide free of charges such labour material, electricity, fuel, water apparatus and instruments as may reasonably be required to carryout efficiently such test of the materials in accordance with the contract and shall give facilities to the engineer or his agent to accomplish such tests.

Clause-8 Special Tests: If any Special Tests other than these provided in the contract and the relevant specifications are required by the Engineer, those shall be paid for by the purchase over and above the contract price.

Clause-9 Certificate of the tests and inspection: When the tests and inspection have been satisfactorily carried out by the Engineer or his Agent at the manufacture's premises, the Engineer or his Agent shall issue a certificate to that effect and the material will then be despatched by the company, according to the despatch instructions of the Engineer or his Agent vide Clause-2 of Articles-VI of this contract.

Clause-10 Holding over of Tests and /or Inspection:-- All the tests and inspection of material, as stipulated in these contract and the relevant specifications shall be carried out before despatch of material unless otherwise specifically agreed to by the purchaser. In case all or of the stipulated tests and/or inspection which are due to be carried out at manufacture any works before despatch and held over, at the request of the company till material is received at site and or created, all such tests and/or inspection shall be carried out at site at the company's cost and risk and the Engineer shall have the right to reject any or all the materials which are not found according to the requirements of the contract and the relevant specifications.

ARTICLE-IV DESPATCH OF MATERIAL

Clause:1 Packing: (a) The company shall security shall security pack and protect the material so as to avoid damage in transit under normal condition and shall be responsible for all losses or damages caused or occasioned by any defect in packing.

(b) The material shall be packed and shipped/despached in such manner so as to unable the material for each site to be distributed to its correct destination without opening package which in transit, subject of course, to the company's own standards of packing.

(c) Every part of the material shall be suitably marked by the company, where necessary, so as to facilitate re-assembling and erection.

Clause-2 Despatch instruction: The company shall be responsible to obtain complete despatch instructions from the Engineer before despatch of each consignment. If any consignment and or its relevant shipping documents and Railway receipts are despatched to an incorrect address or destination or part of entary as the case may be the addition all expenses involved and delay in delivery shall be to the company's account.

Clause-3 Transport Insurance and Handling of Material: (a) The company is responsible for the Transport insurance and handling of the material upto the place of delivery specified in Appendix 'A' (b). All moneys received by the company under the insurance policies shall be applied in or towards the re-construction or reparation of the material or parts destroyed damaged or lost as per clause-B (B) of article-II, but this provision shall not affect the company's liabilities under this contract.

(c) If required by the purchaser, the company shall also arrange for transport, insurance and handling of the material when necessary beyond the place of delivery. The agencies to be employed for those service and the rates to be paid to the said agencies will be

settled separately between the purchaser and the company. For this purpose, the company shall be responsible to furnish detailed recommendation and obtain approval of the purchaser before asking for despatch instruction vide clause-2 above. Payments for these services will however, be made to the company at cost and nothing extra will be paid to the company, on this account.

Clause-4 Taking Over:-- The Engineer shall issue a taking over certificate after the material has been received at site inspected, counted and/or measured and found to be in good condition and conforming to all requirements of this contract and the relevant specifications and after the certified copies of test the inspection certificates have been duly furnished by the company in accordance with clause-I and of Articles V. In case where any of the tests and/ or material shall be taken over after the said tests/ or inspection are satisfactorily carried out.

The consignee(s) shall not delay the issue of any taking over certificate completed by this clause on account of minor defects in the plant which do not materially affect the commercial use thereof, provided that the company/contractor undertakes to make good the same in due course.

ARTICLE-VII TERMS OF PAYMENTS AND PRICE ADJUSTMENT

Clause-1 Terms of Payments: Subject to any deductions which the purchaser may be authorized to make under the contract the company shall be entitled to payment of the material as under:

(i) (a) Ninety eight percent of the contract value prorata per complete item of equipment despatched against R/R through recognized Bank (Bank charges to be borne by the company).’

(b) Balance two percent of the contract price/prorate within two months of receipt of material at site, by the purchaser or after the material has been inspected and found in good conditions whichever is later provided that if the material on inspection if found defective the company shall have to set it right within reasonable period of the receipt of notice failing which it shall be liable to pay the interest to the Board at the rate of 12% per annum on the 98% of the payment in respect of such material. If, however the defect is not removed within 3 months of the receipt of the notice, the purchaser shall be at liberty to treat this as a violation of clause-14 of the Article-III.

(II) Full payment within 60 days of the receipt of material at site in good condition to the departmental specification on its physical verification by the consignee, provided that no performance guarantee remains on its physical.

(III) All other incidental charges e.g., Custom Duty and other Taxes and duties, if any, within 21 days after presentation of original payment vouchers or satisfactory evidence in absence thereof.

Clause-2 Deductions and contract prices: All cost, damages or expenses the purchaser may have paid, for which, under the contract to the company is liable, may be deducted by the purchaser from any moneys, moneys due or becoming due by him to the

company under the contract, or may be received by action at law or otherwise from the company.

Clause-3 Method of Payment:-- All payments shall be made by the Engineer or his representative to the company in Rs. in India. The remittance charges, if any to manufacturers, shall be borne by the company.

Clause-4 Rate of Exchange:- The contract price is based on the rates of exchange filing on the date of tender given in Appendix 'A' Variations in these rates, if any, shall be to the account of the purchaser in accordance with Foreign Exchange Dealer's Association. Calcutta, Rates of exchange failing on the actual date of each remittance for which satisfactory evidence shall be furnished by the company.

Clause-5 Price adjustment on variation in contract price:

(a) Contract Price: The contract price as given in the bill of materials includes the following items:--

(i) Cost of raw material labour, packing conforming to statutory rules and regulations in the country of manufacture.

(ii) Cost of sales, use, excise, exports and similar other taxes and duties livable in the country of manufacturer, if any.

(iii) Cost of transport, insurance and handling upto F.O.R. station/port of despatch.

(iv) Ocean and Railway Freight charges upto place of delivery as specified against item 6 of Appendix 'A'.

(v) Insurance against all risks including War-risk upto place of delivery as specified against item 6 of Appendix 'A'.

(vi) Handling and clearance at Indian Port Including Port Trust charges.

(b) (i) **Variations:** The contract price, as per Clause-5 (a) (i) to (vi) above, shall be firm and not subject to increase or decrease due to the variation in the rates during the stipulated period of supply, if any or all the items (i) to a (vi) unless otherwise expressly provided in Appendix 'A'.

(c) The contract price does not include the following items:

(i) Customer duty payable in India.

(ii) Local Taxes, Municipal Taxes and Octroi duties payable in India, if any.

Payment for items (c) (i) and (ii) above shall be made by the company direct on demand and recovered from the purchaser over and above the contract price in accordance with clause 1 (iii) above on the basis of actual, on the production of the original payment vouchers at nothing extra shall be paid to the company on this account.

(D) Sales Tax.

As per Sales Tax, clause in the Purchase Order No. -----

----- Appendix 'A'.

**ARTICLE – VIII
PERFORMANCE AND EXECUTION OF CONTRACT**

Clause-1 Undertaking by the company:- (a) The company hereby agreed with the Purchaser:--

(i) That the company shall and will execute that work as specifically and fully described in this contract including Appendix-A Bill of materials, and the time and in the manner and subject the terms & conditions and stipulations mentioned in this contract.

(ii) That the company shall perform and observe, duly punctually truly and faithfully all the covenants and conditions on their part contained in this contract.

(b) In consideration of the payment made and /or/to be made by the Purchaser to the company under this contract the company under-takes to be responsible to the purchaser, for the payment of all sums of money losses damages costs and expenses that may becomes due or payable to the purchaser by reasons or in consequence of the default of the company the performance of observance of the said covenants and conditions or instructions of laws.

Clause-2 Execution of contract:- In with as where of the parties here to have caused- 2 (two) original of this contract comprising of ----- pages including Appendix 'A'—1 to be executed by their properly authorize persons on the dates respectively mentioned against their signatures.

1. Witness :- Chief Purchase Officer,
Dated H.P. State Elec. Board,
Vidyut Bhawan Simla-4

1. Witness: Dated :
Dated For and on behalf of
M/s. -----

**HIMACHAL PRADESH STATE ELECTRICITY BOARD
APPENDIX 'A'**

Bill of material and schedule of prices for the manufacture, supply and delivery of ----

- 1. Contract No.
- 2. Name of Company.
- 3. Name of the manufactures.

4. Reference to Tender -----
5. Reference to Purchase order.
6. Place of delivery (on which the contract price is based clause-3 of Article-IV)
7. Actual destination of the Material (Clause-2 of Article-V) As may be specified by the purchaser or his representative in accordance with clause-20 of article VI
8. Rate of Exchange (Clause-4 of Article-VII)
9. Contract price.
10. Period of delivery. (clause 13 of Article-III)
11. Particulars and formula for price variations if applicable (clause-5) (b) of Article VII)
12. Specifications and Technical particulars (Clause-I (B) Details of quantities and prices.

Sr. No.	Details particulars of material orders	Total Qty.	Unit	Rate per F.O.R. C.I.F. F.O.R.	Total Amount F.G.R. C.I.F. F.O.R.	Remarks
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ANNEXURE-XI

TO BE MAINTAINED BY ASSTT. ENGRS.

Sr. No.	S/O No. & Date	Name of supplier.	Description of material	Qty.	Rate	Amount	Name of consignee	Delivery period	Mode of security deposit with other relevant details like amount validity etc.	Supply position	Amount paid to the firm.
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.

breakages/Shortages if any	Remarks of assistant Engineer concerned.	Remarks of Executive Engineer.
13.	14.	15.

ANNEXURE-XII

REGISTER OF SUPPLY POSITION OF SE INTAINED BY CENTRAL PURCHASE ORGANISATION

Sr.	Reference to the demand	P/O No. & date	Name of Supplier	Description of material	Qty.	Rate	Amount	Delivery period	Extension in D.P. if any	Name of consignee	Inspecting authority
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.

Supply Position	Remarks of the Chief Purchase Officer.
13.	14.

ANNEXURE-XIII

STATEMENT SHOWING THE PURCHASE MADE BY THE BOARD DURING THE MONTH

Sr. No.	Description of material	No. & dt. of contract	Value of P/O	Delivery period	Supplies received upto the end of the previous month.	Supplies received during the month	Total supplies received upto date	Value of supplies received	Remarks of member (Admn.)	Remarks of member (F & A)
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.

ANNEXURE-XIV

FOR VEHICLE AND MACHINERY

Sr. No.	Particular of each Vehicle/ machinery and its location	Date of Purchase	Acquisition Price.	Estimated life Kms./Hrs.	Total Kms. Or Hours run up-to-date	Cost of repair year wise	
						(a) Ordinary repair	(b) Special repair Major overhauling if any.
1.	2.	3.	4.	5.	6.	7.	8.

Depreciated book value	Estimated cost of renovation to make the vehicle/machinery fit for re-use.	Reasons/justifications for condemnation	Remarks
9.	10.	11.	12.

ANNEXURE-XV

(Referred to in rule of the condemnation of Articles of Stores)

REPORT OF SURPLUS OR UNSERVICEABLE STORES FOR CONDEMNATION OR DISPOSAL

NAME OF OFFICER TO BE CONTACTED _____ LOCATION OF STORE _____ OWING AUTHORITY _____

Sr. No.	Particular of Stores alongwith location	Quantity	Weight	Date of Purchase	Book Value.	Present condition	Head of account to which disposal proceeds should be credited.	Head of account to which the price of the particulars was debited at the time of purchase.	Reasons why the Stores have been declared surplus.	Remarks
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.

No. Dated

(For use in Central Stores Purchase Office of the Board)

Forwarded in triplicate to the Chief Purchase Officer, HPSEB, Shimla

Section

1. Date of Receipt
2. Serial No.
3. Included for meeting fixed for
4. Remarks by Stores Inspection Officer
5. Order of the Board

Signature of Reporting Officer.

ANNEXURE-XVI

TENDER NOTICE

Sealed Tenders in duplicate are hereby invited for the sale of following materials, on "as is where is basis".

Tender	Particulars	Qty.	Last date	Due date of of sale of opening. tender
--------	-------------	------	-----------	--

-
1. The tenders should be on the prescribed form, which can be had alongwith the "General conditions of Sales" from this office on payment of Rs. 25/- in the shape of crossed Indian Postal Order in the name of Assistant Accounts Officer (banking), HPSEB Shimla.
 2. Earnest money to be deposited inn the form of Bank draft with the tender will be 1% of the tendered amount.
 3. Telegraphic tenders will not be considered.

Chief Purchase Officer,
H.P. State Elec. Board,
Vidyut Bhawan,
Shimla-4

ANNEXURE-XVII

HIMACHAL PRADESH STATE ELECTRICITY BOARD

**OFFICE OF THE CHIEF PURCHASE OFFICER SECTION-I
HIMACHAL PRADESH STATE ELECTRICITY BOARD,
VIDYUT BHAWAN, SHIMLA-171004**

GENERAL CONDITIONS OF SALES BY TENDER

1. Sealed tenders in duplicate and on the following terms & conditions on 'as is where is basis' are hereby invited for to sale of material appended in schedule II.
2. The successful tenderer shall be required to lift the entire quantity of material in the No. of lots & time as stipulated in Section II.
3. Value of each lot of material shall be deposited by the successful tenderer before the lot actually lifted.
4. The aforesaid amount shall be deposited either in case or by bank draft to the Accounts Officer (Banking) H.P. State Electricity Board, Kumar house, Shimla-4. The receipt of the said amount would be present to the officer in-charge of the stores for delivering material to the successful tenderer.
5. The address stated in the tender shall be deemed as the tenderer's business address. All correspondence dispatched to said address shall be deemed to have been delivered to the tenderer.
6. The tenderer must lift the contract material from the site within the stipulated period, should he fail to comply by this stipulation, a ground rent at 2% of the value of the stores remaining unremoved for over a week or part thereof shall be levied, ground rent shall have to be paid in cash before actual removal of materials.
The contract material, if not lifted even after the expiry of 10 days of the stipulated period would be deemed as abandoned and the earnest money, security deposit and other sums paid for shall be forfeited without reference to the successful tenderer. It shall then be lawful for the Board to dispose of the said contract material on such terms and conditions as it may deem fit and recover loss, if any, from the defaulting tenderer.
7. The tenderer shall deposit earnest money amounting to 1% of tendered amount in cash or Bank Draft in the Name of Accounts Officer (Banking), HPSEB, Shimla-4. Tenders not accompanied by the earnest money will not be considered.
Cheques will not be accepted.
8. The persons authorised by the contractor to take delivery etc. must carry with them a Power of Attorney from the successful tenderer.
9. The material is being sold "As is where is basis" packing, choosing or sorting will be allowed in the Board's Premises.
10. State/Local Central Taxes and Excise or other duty, if any will be payable by the successful tenderer.
11. The successful tenderer shall remove the contract material immediately after weighment, failing which the Board will not be responsible for loss, destruction, damage deterioration of the material by any cause whatsoever.
12. The quantities shown in the clause No. 1 are approximate. The Tenderer may, therefore, note that in case the quantity/quantities on actual weighment is/are found to

be excess/short of these/that shown in clause (I) they will have to remove the entire lot/lots on payment of the cost of their accepted offer. If however, the actual stock is less than the quantity/quantities shown in the clause No. 1 the undertaking will not be bound to make good the shortages but the tenderer will be refunded the cost of quantity/quantities, undelivered short. No interest will be allowed on the cost of the short delivered quantity/quantities.

13. Should the successful tenderer make slow progress with the contract or if for any reason whatsoever, the Board considers that the successful tenderer is unable to faithfully and timely execute the contract within the stipulated time, it would be lawful for the Chief Purchase Officer, HPSEB Shimla-4 to cancel the whole contract or a portion, thereof, as may not have been executed and the successful tenderers security deposit may be forfeited. In addition, it shall further be lawful for the Board to claim damages under the law of contract HPSEB, Shimla-4 to cancel the whole contract or a portion.
14. The earnest money of the successful tenderer will be adjusted towards the security deposit. The earnest money of other tenders will however be returned on request, the security deposit, which shall be deemed as a guarantee for the true and faithful execution of the contract, will only be refunded after the due execution of the contract.
15. The undersigned reserves the right to accept or reject any tender without assigning any reason.
16. All question, disputes and/or differences arising under or in connection with this tender or in any way touching or relating to or concerning the construction, meaning or effect of those presents (except as to matters decision' where of is otherwise here in before expressly provided for) shall be referred to the sole arbitration of the Member (Finance) of the Board for the time being or, in case his designation is changed or his office is abolished to the Board for the time being or, in case his designation is changed or his office is abolished to the sole arbitration of the Officer who for the time being is entrusted whether or not in addition to other functions with the functions of the Finance Member of the Board, by whatever designation such office may be called (herein after referred to as the said Officer) and if the Finance Member, for the time being of the Board or the said Officer is unable or unwilling to act, to the sole arbitration of some other person appointed by be Finance Member or said officer, willing to act as such arbitrator. It will be no objection to any such appointment that he had to deal with the matters to which this agreement relates and that in the course of his duties as such he has expressed view on all or any of the matters in dispute or difference. The award of the arbitrator so appointed shall be final and binding on the parties hereto.
17. A tender, if it contained any over-writing or cutting or alternations which are left unsigned by the tenderer may not be accepted.
18. No tenderer can withdraw his tender after it has been opened.
19. A tender in the name of a minor will not be accepted.

Conditions given above are accepted.

.....
.....
(Signature of the Tenderer)

Chief Purchase Officer,
H.P. State Elect. Board,
Shimla-171004

ANNEXURE-XVII
SECTION - II

HIMACHAL PRADESH STATE ELECTRICITY BOARD

Tender No.

Date of Opening

I/We hereby quote for the purchases of
as below :-

Sr. No.	Description	Qty.	Rate/Kg./No.
.....

-
- (i) I/We have studied the, "General conditions of Sales" and agree to the conditions given therein. The acceptance of the above conditions are attached with this tender.
 - (ii) I/We have attached herewith the receipt No. dated from the Accounts Officer (Banking).
 - (iii) I/We have attached a Bank Draft No. Dt. in the name of Accounts Officer (Banking) H.P. State Electricity Board, Kumar House, Shimla-4 (H.P.) Payable at State bank of India, Shimla.

Note :- Strike out Clause II or III
which ever is not applicable.

Signature and Address
of the Tenderer.

Amendments issued vide C.P.O. O/o No. HPSEB CPO-M 32/83-31258-433 dated 17-11-84

HIMACHAL PRADESH STATE ELECTRICITY BOARD

OFFICE ORDER

The Himachal Pradesh State Electricity Board is pleased to amend the Manual of Purchases as under :

CHAPTER-II Clause-4. The existing provision under the clause is substituted by the following :-

- (i) "Application for registration must be made to Chief Purchase Officer, H.P. State Electricity Board, Shimla in the prescribed application form as per Annexure-II of the Purchase Manual. Indian firms can obtain the application form from the Office of Chief Purchase Officer, H.P. State Electricity Board, Shimla on payment of Rs. 10/- as application form fee (non refundable). The fee should be remitted in the shape of Indian Postal Orders payable to the Sr. Accounts Officer (Banking), H.P. State Electricity Board, Shimla-4. The foreign firms are exempted from paying the application form fee. The application form should be submitted by the applicant firm to the Chief Purchase Officer, HPSEB, Shimla along with registration fee in shape of Bank Draft drawn in favour of Sr. Accounts Officer (banking), HPSEB, Shimla. The registration fee for getting registered with the HPSEB shall be 25,000/- in the cases where the total value of tender is up to Rs. 25 lacs and Rs. 50,000/- where the total value of tender is above Rs. 25 lacs.
- (ii) The above amount shall remain with the Board throughout the five years' period of registration. After the expiry of five years period, only a sum of Rs. 20,000/- and Rs. 45,000/- respectively shall be refundable in the case of tenderers registered for the value of up to Rs. 25 lacs and those above the value of Rs. 25 lacs.
- (iii) If the registered firms want to get their registration renewed for a further period of five years they shall again apply to the Chief Purchase Officer for the same and shall be required to deposit a sum of Rs. 5000/- in each case and in addition to the refundable amount to be retained by the Board for this extended period of registration.
- (iv) All the existing registered firms shall have to deposit the amount of registration fee as mentioned under (i) above.
- (v) The supplies so registered, shall have to comply with all the forms, stores and requirements of tenders, and in case they default in the honouring of the supply order placed on them or making the supplies, their registration shall be liable to be forfeited."

Chapter-II, Clause-5 (i) to be substituted as under :-

- (i) "Registration fee in shape of Bank Draft drawn in favour of Accounts Officer (Banking), HPSEB, Shimla'.

Annexure-V, Clause 21 Substituted as under :-

21. (i) The tenderers shall deposit 1% of the amount of tender as earnest money. Out of the total amount payable as earnest money. The amount up to Rs. 50,000/-

shall be deposited in the shape of demand draft in the name of Rs. Accounts Officer (Banking), HPSEB, Kumar House, Shimla-4 and the balance amount for tenders above Rs. 50 lacs shall be deposited in the shape off Bank Guarantee. The fact that a firm is registered with DGS & D. or is a Small Scale manufacturer will not absolve it of the obligation of depositing the earnest money. However, firms registered with the HPSEB shall be exempted from the payment of earnest money.

- 21 (ii) The tenderers shall submit the earnest money in a separate sealed cover and the rates, terms and conditions in a second sealed cover. The two sealed covers are to be suitable superscribed as "Earnest Money" & Offer containing the bid" and put in another covering sealed envelope. The second cover i.e. "Offer containing bid" shall be opened only in respect of those tenderers who have deposited the requisite amount of earnest in terms of (i) above'.

Annexure-V, Clause 23 Substituted as under :-

"The successful tenderer shall deposit with the Sr. Accounts Officer (Banking) HPSEB, Kumar House, Shimla-4, contract performance guarantee equal to 10% of the value of purchase order in the form of cash/Bank Guarantee/Bank draft in the proforma approved by the Board (copy enclosed) within a month of the acceptance off tender."

Amendments issued vide C.P.O. O/o No. HPSEB CPO-M 32/83-20223-3600 dated 12-9-83

HIMACHAL PRADESH STATE ELECTRICITY BOARD

OFFICE ORDER

The Himachal Pradesh State Electricity Board is pleased to amend the existing entries in the Clause No. 20 – Tender Documents (Annexure-V) of the HPSEB Manual of Purchases as under :

"100% payment shall be made within 30 days from the date of receipt of material in full and good condition in the Consignee Stores through road transport. In case some of the firms who dispatch the material through railways, the responsibility of delivering the material in the Consignee Stores in full and good condition shall be that of the firm."

Amendments issued vide C.P.O. HPSEB Shimla O/o No. HPSEB CPO-M 32/83-5514-671 dated 19-3-84

HIMACHAL PRADESH STATE ELECTRICITY BOARD

OFFICE ORDER

In supersession of this office order No. HPSEB-CPO-M-32/83-20223-360 dated 12.9.83, the Himachal Pradesh State Electricity Board is pleased to amend the existing entries in the Clause No. 20 – Tender Documents (Annexure-V) of the HPSEB Manual of Purchases as under :

"100% payment shall be made within 30 days through any Schedule Bank on receipt of material by road transport in Consignee Stores in full and good condition. In case some of the firms who dispatch the material through railways, the responsibility of delivering the material in the Consignee Stores in full and good condition shall be that of the firm."

Amendments issued vide CPO HPSEB Shimla O/o No. HPSEB CPO-M 32/85-8995-9020 dated 27-3-1985

HIMACHAL PRADESH STATE ELECTRICITY BOARD

OFFICE ORDER

The Himachal Pradesh State Electricity Board is pleased to add the following clause under the substituted Clause 21 of Annexure V "Tender Documents" of the HPSEB Manual of Purchases as under :

Clause-21 (iii)

"If the local firms which are declared by the Director of Industries, HP Govt., as Small Scale Industrial Units, having deposited a permanent security of Rs. 30,000/- with the Himachal Pradesh State Electricity Board no fresh security deposit or earnest money is required to be paid by them on subsequent occasions."

Amendments issued vide CPO HPSEB Shimla Office Order No. HPSEB CPO-M 32/82-16363-514 dated 2-7-1985.

HIMACHAL PRADESH STATE ELECTRICITY BOARD

OFFICE ORDER

The Himachal Pradesh State Electricity Board is pleased to add the following clause under Chapter-IV of the Purchase Manual as under, as item "3.12" after the existing item 3.11 :-

CHAPTER VI "Inspection of Stores"

3. Inspection Procedure:-

- 3.12 (i) The inspection should be carried out soon after the material is offered for inspection by the suppliers and it should in any case be conducted within one week of the receipt of inspection call.
- (ii) All the suppliers be directed to send one copy of their inspection call to the Chief Engineer (P&M) simultaneously at the time of sending the inspection call to the Chief Purchase Officer.
- (ii) Chief Engineer (P & M) shall depute any other field officer of the Board for the purpose of carrying out the inspections where he finds that staff under him is inadequate to carry out the inspection in terms of (i) above.

Amendments issued vide O/o No. HPSEB CPO:IX/GENERAL/91-14669-800 dated 23-5-91

HIMACHAL PRADESH STATE ELECTRICITY BOARD

OFFICE ORDER

The HPSEB, has decided to amend the existing provision in clause No. 20 Annexure-V of HPSEB Manual of Purchases with the following additional provision.

"In case of procurement of steel from SAIL/TISCO, timber from the Forest Corporation and explosives from the principal manufacturers/authorised dealers 100% payment shall be made through raft to the firms or suppliers at their premises after the material is inspected and delivery taken by the representative of the Drawing & Disbursing Officer i.e. Executive Engineer/Asstt. Executive Engineer concerned. In such cases the invoices received from the firms would be passed and cheque/demand draft would be prepared in the name of the firm. The cheque/draft will be carried by the Board's representative, who shall hand over the same to the firm at the firm's premises after taking the physical delivery of the ordered material in full and good condition. The amount off cheque/draft shall be debited to the PLA of the concerned firm during the period from the date of issue of draft/cheque to the date on which the same is given to the firm.

Sd/

Chief Purchase Officer,
HPSEB, Vidyut Bhawan, Shimla-4

Amendments issued vide C.P.O. HPSEB CPO-M 32/86-26213-388 dated 20-9-86

HIMACHAL PRADESH STATE ELECTRICITY BOARD

CORRIGENDUM

The Himachal Pradesh State Electricity Board is pleased to declare the existing provision clause-2 of Chapter-III of the HPSEB Purchase Manual and substitute the same by the following :-

'2 Submission of Indents :

"The purchase shall be made on the basis of consolidated requisition received from the Chief Engineers by 31st October on yearly basis. These requisitions shall be examined at Board's level and tenders shall be called for optimum quality as required commensurate with the work load in the next year and the available budget provisions.

In addition to above, where unforeseen materials are required urgently for the work to be executed during the year, the chief Engineers concerned should send their requirements to the Chief Purchase Officer, subject to the condition that necessary budget provision in the sanctioned scheme/work exists for such materials are that such materials shall be consumed within 2 to 3 months on receipt."

Sd/-

Chief Purchase Officer,
HPSEB, Vidyut Bhawan, Shimla-4

Amendments issued vide O/o No. HPSEB CPO:IX/INSTRUCTIONS/90-15277-400 dated 1-6-91

HIMACHAL PRADESH STATE ELECTRICITY BOARD

OFFICE ORDER

The Himachal Pradesh State Electricity Board is pleased to amend clause No. 8 of Annexure-V (Tender Document) by substituting the existing provision with the following :

"8 Prices : The price must be state for each item separately. The percentage of reduction in the total price for the entire demand should also be quoted, should an order to that extent be placed with you.

(II) The tender should quote the rate/price. should an order to that extend be placed with you.

(a) Basic rate of item i.e. ex-works rates.

(b) Forwarding/Insurance/Packing Charges.

(c) Rate of excise duty and central sales tax if applicable on that item.

(III) The unit price should be the same units as indicated in the schedule to tender enquiry and not any other unit.

(IV) Offer on firm price basis will be preferred.

(V) Where firms cannot quote firm prices, variable prices with a ceiling should be given.

The tender without splitting up of rate/price as above will not be considered.

Sd/-

Chief Purchase Officer,
HPSEB, Vidyut Bhawan, Shimla-4

Amendments issued vide O/o No. HPSEB CPO:IX/Instructions/92-93-17435-44 dated 19-8-92

HIMACHAL PRADESH STATE ELECTRICITY BOARD

Subject : Approval to float press tenders for the purchase of material/equipment-reconstitution of committee.

The above item was discussed in the 34th meeting of the store purchase committee held on 10.8.92 and it was decided that :

"A committee comprising the following members will accord approval to float press tenders for the purchase of material/equipment :

1. Chairman.
2. Member concerned.
3. Member (F&A)."

Sd/
Chief Purchase Officer
HPSEB, Vidyut Bhawan, Shimla-4

Amendments issued vide O/o No. HPSEB CPO:T-3/ 93-9079-9228 dated 31-3-93

**HIMACHAL PRADESH STATE ELECTRICITY BOARD
OFFICER ORDER**

The Himachal Pradesh State Electricity Board is pleased to amend the following clauses in the HPSEB Purchase Manual as given below:

1. Chapter-V Clause-9

"Before placing the purchase order, the payment terms against rate contracts will be approved by the member concerned and cases will be routed through the office of the chief purchase officer."

2. Chapter-X (Annexure-V)

Clause-21 (ii) The following may be added in the existing provision at the end.
"The tenders shall have to submit the EMD envelope superscribed with the following lines :

- i) Amount of bid including taxes, duties etc. (for destination price) = Rs.
- ii) Amount of E.M.D. enclosed = Rs.

Sd/
Chief Purchase Officer
HPSEB, Vidyut Bhawan, Shimla-4

HIMACHAL PRADESH STATE ELECTRICITY BOARD OFFICER ORDER

The Himachal Pradesh State Electricity Board is pleased to decide that the procedure of condemnation and disposal of surplus, un-serviceable and obsolete store material/equipment in HPSEB, shall be adopted as described below :

1. The Chief Engineer concerned shall continue to declare the Stores/T&P. (including vehicles) as surplus, un-serviceable/obsolete heretofore. Their existing power of Rs. 50,000/- for this purpose contained under Sr. No. 69 of the revised delegation of financial powers are however, enhanced to a book value of Rs. 2.50 Lacs at a time.

2. In the case of stores items declared surplus/obsolete, the lists shall be circulated amongst the various field units of the Board for use by them if possible. All the Chief Engineers except the one under whose control the said stores are lying, shall ensure that the reply for re-use or otherwise of any of such surplus/obsolete item is sent to the concerned quarters within 45 days.

The Chief Engineer under whose control such surplus/obsolete stores are lying shall also examine to reuse of these stores within his own jurisdiction.

3. The Circle level committee constituted vide Secy.'s Officer order Endst. No. : HPSEB : CPO : Condemnation/III-82-7801-7931 dated 28.2.83, shall condemn the un-serviceable and obsolete stores/T&P which have been so declared by the Chief Engineer concerned. The condemnation committees shall also fix the reserve price of these stores. While doing so, they should keep in view the prevalent market price off the stores, which shall also be checked for their correctness by the CPO when the lists are received in this office.

Thereafter, the lists of condemned stores shall be sent to the XEN, Central Stores and all other quarters concerned, The material shall be sent by the concerned field units to any of the stores at Kandrori, Bilaspur and Parwanoo, whichever is nearer from the place where the condemned stores are lying. In those cases where it is not considered feasible to transport, these stores to the said three places, action for their condemnation shall be taken on "as in where is" basis Disposal action shall be taken by the XEN, Central stores as per the earlier instructions issued vide letter No. HPSEB:CPO : Condemnation/III-82-83-2051-2153 dated 31.1.84.

4. The disposal shall be done by calling of tenders or through auction as deemed fit. Further decision on the basis of the auction/tender shall be taken as under :

(a) Where total value of the stores as per the highest bid through tender/auction is equal to or more than the total reserve price of the stores :	XEN, Central Stores Division, shall seek the approval of the tender/bid from the Superintending Engineer Liaison & Stores and dispose off the material.
(b) Where the total value of the stores as per the highest bid is less than the total reserve price but not less than 80% of the total reserve value :	Chief Engineer (P&M) under whom Superintending Engineer is working shall have full powers to approve the tender.
(c) Where the said value as per tender is less than 80% of the total reserve price of the store :	'Whole Time Members' of the Board shall have power to approve the tender.

(vi) In those cases where the approval of the Board is required on the disposal tenders, the case shall be referred to the Chief Purchase Officer for obtaining approval of the Board.

(vii) It was also decided that the relevant provision of the Purchase Manual and Delegation of Financial Powers (1986) shall stand superceded/amended to the extent as now decided above.

Necessary amendments in the relevant provisions of the Purchase Manual and Delegation of Financial Powers shall be issued separately.

Sd/
Chief Purchase Officer
HPSEB, Vidyut Bhawan, Shimla-4

Amendments issued vide O/o No. HPSEB CPO : Procedure/P&D cases-28191-97 dated 2-11-91

HIMACHAL PRADESH STATE ELECTRICITY BOARD

To The Chief Engineer (Trasn.)
HPSEB, Shimla.

The Chief Engineer (Generation)
HPSEB, Shimla.

The Chief Accounts Officer,
HPSEB, Shimla.

Sub : Procedure for submitting the proposals processed by different Design Directorates (Elect.) to SPC/WTM of the Board for consideration and decision.

Sir,

It is intimated that the subject cited procedure was discussed in the 21st meeting of SPC/WTM of the Board held on 14.10.91 and the following decision was taken :

"It was decided that the Directors Design (Elect.) will send their respective purchase cases after clearance from their Chief Engineers directly, to F&A Wing for financial concurrence with a coy of the proposal for information to the Chief Purchase Officer. The cases will be examined in F&A Wing and cleared within 15 days.

If however, after examination F&A Wing wants some additional information, Dy. CAO will convene fortnightly meetings to discuss with the representatives of the Directorate concerned so as to expenditure the clearance and financial concurrence within a maximum period of 2 weeks from the date of the original submission of the proposal to FF&A Wing by the Directors.

Representative of CPO will attend all such meetings. Similar meetings will be arranged by the Dy. CAO for all such cases which are submitted by CPO to F&A Wing and where F&A Wing needs some supplementary information to finalise its views. In no event will the cases be returned by F&A Wing for seeking clarifications or additional information.

After the financial concurrence, the respective Directors will send the cases to the CPO/Secretary SPC so that the same are put up for discussion in the SPC meeting. The respective Director or his representative may also be invited to attend the SPC meetings in which their cases are to be discussed if so required."

In view of above the detailed purchases notes for the consideration off store Purchase Committee/Whole Time Members will be prepared by the respective Directors (Design) and submitted to Chief Purchase Officer for circulation. In case the proposal is not cleared in circulation, then eight copies of agenda note for the item will be submitted by the Directors to Chief Purchase Officer for circulation to Members for discussion in Store Purchase Committee/Whole Time Members meetings.

The above mentioned procedure will be followed in all future P&D cases requiring approval off Store Purchase Committee/Whole Time Members.

Sd/
Chief Purchase Officer
HPSEB, Vidyut Bhawan, Shimla-4

Amendments issued vide O/o No. HPSEB CPO:M-32/91-29463-532 dated 16-11-91

**HIMACHAL PRADESH STATE ELECTRICITY BOARD
OFFICER ORDER**

Consequent upon the decision taken by the Himachal Pradesh State Electricity Board as conveyed vide this office order No. PHSEB/CPO : T-3/91-29288-462 dated : 16-11-91 the existing entry under first sub parts of para 1.1. Chapter-IV of the HPSEB Purchase Manual is accordingly amended to read as under :

"1.1 PURCHASE THROUGH OPEN TENDERS :-

Open tender shall be invited for all purchases costing more than Rs. 2.00 lacks through Press."

Sd/
Chief Purchase Officer
HPSEB, Vidyut Bhawan, Shimla-4

Amendments issued vide O/o No. HPSEB CPO:IX/Instructions/91-29891-960 dated 20-11-91

HIMACHAL PRADESH STATE ELECTRICITY BOARD

To All The Chief Engineer
in HPSEB.

All the Superintending Engineers/
Directors (Design) in HPSEB.

Sub : Publication of Notice Inviting Tenders (NIT) in the newspapers-Instructions regarding.

Sir,

In continuation to this office order No. : HPSEHB/CPO-T-3/91-29288-462 dated 16-11-91 vide which the decision of the HPSEB regarding enhancement of limit of Rs. 2.00 lacs for press tendering has been conveyed, the following guidelines are issued for regulating the procedure of press tendering :-

1. In order to minimise the cost of advertisement all press insertions will be issued by the connect Chief Engineers only after consolidating the requirement of the units under them.
2. The press insertions will be issued/paid for at the DAVP approved rates only. In case the DAVP rates of advertisement are not possible to be managed at Chief Engineer level the matter should be referred to the Board so that these rates are ensured.

The instructions may please be brought to the notice of all concerned.

Sd/
Chief Purchase Officer
HPSEB, Vidyut Bhawan, Shimla-4

Amendments issued vide HPSEB CE-(MM)/Regn.2/97-4098-4898. dated 10-6-97
HIMACHAL PRADESH STATE ELECTRICITY BOARD

OFFICE ORDER

The Himachal Pradesh State Electricity Board is pleased to amend/substitute the existing provisions of clause-3. Chapter-II of purchase Manual as under :-

EXISTING PROVISION	AMENDED PROVISION
<p>Clause-3 Chapter-II Authority The authority competent to enlist and Black list/suspend/Ban a firm should be the Store Purchase Committee of the Board. The Chief Purchase Committee of the Board. The Chief Purchase Officer shall however be responsible for making out detailed cases and his recommendations thereon for submission to the Store Purchase Committee.</p>	<p>Clause-3 Chapter-II Authority The Authority competent to enlist/ Register a firm as approved manufacturer shall be the Chief Engineer (MM) Authority to Black list/suspend/Ban a firm shall be the Store Purchase Committee of the Board however the Chief Engineer (MM) shall be responsible for making out detailed cases thereon for submission to the Store Purchase Committee.</p>

The above amendment shall take effect from the date of issue of this office order.

Sd/
Chief Purchase Officer
HPSEB, Vidyut Bhawan, Shimla-4

Amendments issued vide HPSEB CE-(MM)/XI-Gen 1-96-97-21687-735 dated 31-01-97
HIMACHAL PRADESH STATE ELECTRICITY BOARD

The following amendment is hereby made in standard MODVAT clause of the Board which may now be read as under :-

"The suppliers shall have to pass on the benefits under MODVAT to the Board and therefore the supplier should indicate the MODVAT element in per unit terms, proposed to be passed on to HPSEB, to enable comparison, failing which it will be presumed that MODVAT element is included in the rates quoted."

Sd/
Chief Purchase Officer
HPSEB, Vidyut Bhawan, Shimla-4

Amendments issued vide HPSEB CPO:M-32/95-6427-6626 dated 15-6-95
HIMACHAL PRADESH STATE ELECTRICITY BOARD

OFFICE ORDER

The Himachal Pradesh State Electricity Board is pleased to amend/substitute the existing provisions of clause-21(iii). Clause-23 (Annexure-V) of HPSEB Purchase Manual, as under :-

EXISTING PROVISION	AMENDED PROVISION
<p>Clause-21(iii) (Annexure-V) If the local firms which were declared by the Director of Industries, H.P. Govt. as Small Scale Industrial Units having deposited a permanent security of Rs. 30,000/- with the HPSEB, no fresh security deposit or earnest money is required to be paid by their on subsequent occasion.</p>	<p>Clause-21(iii) (Annexure-V) If the local firms which are declared by the Director of Industries, H.P. Govt. as Small Scale Industrial Units, having deposited a permanent security of Rs. 30,000/- with the HP State Electricity Board, no fresh earnest money is required to be paid by them on subsequent occasions.</p>
<p>Clause-23 The successful tenderer shall deposit with the Sr. Accounts Officer (Bkg.), HPSEB, Shimla-4 Contract Performance Guarantee equal to 10% of the value of Purchase Order in the form of Cash/Bank Guarantee/Bank Draft in the proforma approved by the Board within a month of the acceptance of the tender.</p>	<p>Clause-23 The successful tenderer shall deposit with the Sr. Accounts Officer (Bkg.), HPSEB, Shimla-4 Contract Performance Guarantee equal to 10% (5% for HP based firms permanently registered with the Board) of the value of Purchase Order in the form of Cash/Bank Guarantee/Bank Draft in the proforma approved by the Board within a month of the acceptance of the tender.</p>

The above amendment shall take effect from the date of issue of this office order.

Sd/
Chief Purchase Officer
HPSEB, Vidyut Bhawan, Shimla-4

Amendments issued vide HPSEB CPO:IX/Instructions/90-15277-400 dated 1-6-91
HIMACHAL PRADESH STATE ELECTRICITY BOARD

OFFICE ORDER

The Himachal Pradesh State Electricity Board is pleased to amend clause-8 of Annexure-V (Tender document) by substitutions. The existing provisions with the following:-

"8. Prices :- The price must be stated for each item separately. The percentage of reduction in the total price for the entire demand should also be quoted, should an order to that extent be placed with you.

(II) The tenderer should quote the rate/price of material by splitting into the following three parts :-

- (a) Basic rate of item i.e. ex-works rates.
 - (b) Forwarding/Insurance/Packing Charges.
 - (c) Rate of excise duty and central sales tax if applicable on that item.
- (III) The unit price should be for the same units as indicated in the schedule to tender enquiry and not any other unit.
- (IV) Offer of firm price basis will be preferred.
- (V) Where firms cannot quote firm prices, variable prices with a ceiling should be given.

The tenders without slitting up of rate/price as above will not be considered.

Sd/

Chief Purchase Officer

HPSEB, Vidyut Bhawan, Shimla-4

**Amendments issued vide HPSEB CPO:M-32/91-29463-532 dated 16-11-91
HIMACHAL PRADESH STATE ELECTRICITY BOARD**

OFFICE ORDER

Consequent upon the decision taken by the Himachal Pradesh State Electricity Board as conveyed vide this office order No. HPSEB/CPO : T-3/91-29288-462 dated 16.11.91 the existing entry under first sub para of para 1.1 Chapter-IV of the HGPSEB Purchase Manual is accordingly amended to read as under :

"1.1 PURCHASE THROUGH OPEN TENDERS :-

Open tenders shall be invited for all purchases costing more than Rs. 2.00 lacs through Press".

Sd/

Chief Purchase Officer

HPSEB, Vidyut Bhawan, Shimla-4

Amendments issued vide HPSEB CE(MM)/T-3/S 98-16331-531 dated 30-11-98
HIMACHAL PRADESH STATE ELECTRICITY BOARD

OFFICE ORDER

The Himachal Pradesh State Electricity Board is pleased to amend the Chapter IV Clause No. 2.8 "Charges of Tender Documents" of HPSEB Purchase Manual. The revised cost of tender forms shall be charged as per the following rates with immediate effect :-

Estimated Value of Tender	Rate per Tender Set
Upto Rs. 1 Lac	Nil.
Rs. 1 Lac to 20 Lacs.	Rs. 500/-
Rs. 20 Lac & upto Rs. 1 Crore	Rs. 1,000/-
Above Rs. 1 Crore & upto Rs. 5 Crore	Rs. 2,000/-
Above Rs. 5 Crore	Rs. 2,5000/-

Sd/
Chief Engineer (MM)
HPSEB, Vidyut Bhawan, Shimla-4

----- ds cht esa fufnZ"V BsdK lwfpr djsxkA

This order which is intended for the supply of the stores detailed in the schedule below. In accordance with the terms and conditions of the Director General of Supplies and Disposals Rate Contract mentioned above and in the manner specified herein, shall operate to create a specific contract between the contractor (with whom the contract referred to and the requisition are placed) of the one part and the*..... of the other part.

:gka ij lEcfU/kr ljdkj dk uke fy[ksa ftdk fd ekax djus okyk vf/kdkjh gS] vFkkZr~ jk"V~ifr---
----- dk jkT;iky dk -----jkT;A

* Here enter the name of the Govt. concerned to which the requisitioning officer, belongs e.g., President or Governor ororState.

tkapdrkZ vf/kdkjh dk inkfHkeku ekaxi=
-----rkjh[k-----
gksaA

tc Hkjk tkuk gS tc ekax djus ckyk vkSj la;k----
vfxi= Hkstus okyk vf/kdkjh fHkUu&2O:fDr

Designation of Indenting Officer Indent
No. dated.....

To be filled in when requisitioning and
indenting officer are different.

ekax i= dh en la;k Item No. of Indent	Bsds dh en la0 Item No. of Contract	Ekky dk o.kZu Des- cripti- on of goods	la;k ifjek.k mlh ;wfuV esa tks esa gks No. or Qty. in the same units as in the contract	;wfu V Unit	nj izfr ;wfu V (:0) Rate per unit (Rs.)	ifj& ek.k (nj) (:0) Qty. (Rat e) (Rs.)	ykxr (:0) Cost Rs.			dqy (dkye 7+8+9 +10 rFkk 11) Total (Col 7+8+9 +10 and 11)	;kstu k@ ;kstu rj Plan/ non- plan	iz;k sx dk {ks = Sect or of use	D;k i) pkyw mi;ksx ds fy, pkfg, ;k ii) dPps eky ds :i ;k LVsV iii) cnyh ;k iv) u;k fofu/kku fy, pkfg, Whether required for i) current consumption ii) as raw material iii) Replacement or iv) New Investment 14
							dj Ta- xes	ifj& ogu izHkk j Tran- sport charg es	vU; izHkk j Other char- ges				
1	2	3	4	5	6	7	8	9	10	11	12	13	

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(vuwiqjd vuwlwph ds fy, fiNys i`"B ij nsf[k,)tkSM-----

For supplementary schedule see reverse) Total.....

fudVre :0 dqy lfEefyr ewY;@jsy rd fu%'kqYd -----ij fu%'kqYd ifjnr-----

(Total Inclusive price to the nearest rupee/f.o.r. delivered free at)

ifjnku dh rkjh[k -----

Date of delivery.....

eqgjcUn fof`k"V;ka j[kus okyk izkf/kdkjh -----

Authority holding Sealed Particulars.....

ijsf"krh dk in fHk/kku vkSj irk -----

Designation and address of Inspecting Officer

fujh{k.k vf/kdkjh dk inkfHk/kku vkSj irk-----

Designation and full address of the consignee

jsyos LVs'ku ftldk eky ijsf"kr fd;k tkuk gS -----

1. Rly. Station to which goods are to be consigned.....

-----dh tkSF[ke ij* -----

----- jsy }kjk* izsf"kr fd;k tkuk gS HkkM+k* -----

njA

To be despatched by* train at*risk Freight
.....at*rate*

ijsf"krh ds ys[kk vf/kdkjh dk inkfHk/kku -----

Designation of the accounts Officer of the consignee.....

ys[kk 'kh"KZ ftlesa ykxr ukes Mkyh tk,xh -----

Head of Account to which the cost is debitable.....

*vko';d -----jsy lkexzh fj;k;rh uksV----- blds lkFk
layXu gS
feyV\h =sfMV uksV ds lkFk lh/ks i=

O;ogkj ls izkIr fd;k tkuk pkfg,A

*The necessary Rly. Material concession is enclosed herewith
Material Credit Note should be obtained

In direct communication with

izekf.kr fd;k tkrk gS fd iwfrZ vkns'k dh ,d izfrfyfi osru vkSj ys[kk vf/kdkjh] iwfrZ foHkKx --
----- (;gka xUrY; LFkku Hkfj,) vkSj funs'kd@mi funs'kd fujh{k.k -----
----- (;gka xUrY; LFkku Hkfj,) dh jftLV\hd`r fyQkQksa esa mkd iathdj.k la0 -
----- fnukad ----- }kjk i`Bkadu la[;k -----
-----rkjh[k ds v/khu izsf{kr dj nh xbZ gSA

Certified that copy of the Supply Order has been despatched under endorsement No.(s)
..... Datedin a registered cover under Postal registration No.
..... dated to the account Officer,
Deptt. of Supply here fill in the destination and
Director/Deputy Director of Inspection.....(here fill in the destination).

d`i;k bl i= dh izkfr dh Lohd`fr esa vkSj mi;qZDr lkeku dh iwfrZ dh O;oLFkk djsaA
Please acknowledge receipt of this letter and arrange supply of above at.

Isok esa]
To,

loZश्रि
Sarvshri

gLrk{kj -----

Signature.....
inkfHkeku-----

Designation.....

i`Bkadu vkSj fo'ks"k vuqns'kksa ds fy, ihNs dk i`V nsf[k,

For endorsement and Special Instructions see on REVERSE

*tks ykxw u gks og dkV fn;k tkuk pkfg,A

* The alternative not applicable should be scored out.

*;k=h ;k ekyxkM+h Lokeh dk ;k jsyos tksf[ke] HkkM+k lanr dj fn;k x;k gS ;k yksdy VsfjQ ij ns; gS] jsyos lkexzh ;k fefyVh fj;k;rh jsV dk mYys[k fd;k tkuk pkfg,A

* Passenger or goods train, owner's Rly, risk, freight paid or to pay at public tariff, Rly. material or Military concession rate should be mentioned.

izfrfyfi fuEufyf[kr dks lwpukFkZ vxzsf"kr%&

* Copy forwarded for information on the :-

1- ekaxdrkZ vf/kdkjh
Intending Officer.

2- izsf"krh
Consignee

3- fujh{k.k vf/kdkjh (2 izfr;ka)
Inspecting Officer (2 copies)

4- ys[kk vf/kdkjh iwfrZ foHkkx] ubZ fnYyh@dydrk@cEcbZ@enzklA
A.O. Deptt. of Supply, New Delhi/Calcutta/Bombay/Madras.

fVii.kh %&& lh/ks ekaxdrkZ vf/kdkjh }kjk Hksth xbZ ekaxksa dh izfrfyfi;ksa fujh{k.k vf/kdkfj;ksa vkSj ys0 dk;kZy; iwfrZ foHkkx ubZ fnYyh@dydrk@cEcbZ@enzkl dks vxzsf"kr fd;k tkuk visf{kr gS A izfrfyfi;ksa mu iwfrZ vf/kdkfj;kas dks Hkstuk vko';d ugha gS ftUgksausa Bsdk fn;k gSA

Note:- Copies of the requisitions placed by Direct Demanding Officers are required to be forwarded only to the inspecting Officer and the AO Dptt. Of Supply, New Delhi/Calcutta/Bombay/Madras Copies need not be sent to the Supply Officer who placed this contract.

dk;ZdrkZ foHkkx

ljdkjh ;k xSj ljdkjh
dsUnz ;k jkT; dsUnz dh n'kk esa

flfoy ;k j{k
okf.kfT;d vkSj xSj

okf.kfT;d

The Indenting Deptt. is *

Govt. or non-Govt.
Central or State
(In the case of Central)

Civil or Defence
Commercial or non-Commercial

*tks ykxw u gksa o dkV fn, tkus pkfg,A

* The alternatives not applicable should be scored out.

fo'ks''k vuqns'k
SPECIAL INSTRUCTIONS

- 1- IHkh i=ksa] chtdksa vkSj fcyksa ij bl vkMZj dh la[;k vkSj rkjh[k] ekax drkZ vf/kdkjh dk uke ekaxi= dh la[;k vkSj rkjh[k vkSj blsa iwoZ mfYyf[kr Bsds dh la[;k vkSj rkjh[k nh tkuh pkfg,A
On all the letters, invoices and bills please quote the No. and date of this order, the name of the Indenting Officer the No. and date of Indent and the No. and date of the contract mentioned on reverse.
- 2- Loa; ekaxdrkZ ;k ijsf"krh }kjk iwfrZ vkns'k ds fy, dh xbZ iwfrZ djus okyh QeZ dks lh/ks lank; ughs djuk pkfg,A
No direct payment should be made to the supplying firm by the Indentor or consignee himself for supply made against the Supply Order.
- 3- bl izk#i ds IHkh dkye lko/kkuh iwoZd Vkbi fd, tkus pkfg, ;k L;kgh esa fy[ks gksus pkfg, vkSj tkjh fd, tkus ls iwoZ IHkh izdkj ls iwjs gksus pkfg,A
All columns of this form should be carefully typed or filled in ink should be complete in all respect before issue.

vuqiwjd vuwlwph
SUPPLEMENTARY SCHEDULE

							ykxr (:0) Cost Rs.	dqy			D;k i) pkyw
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Item No. of Indent	Bsds dh en la[;k Item No. of Contract	Ekky dk o.kZu Des-cripti-on of goods	la[;k ifjek.k mlh ;wfuV esa tks Bsds esa gks No. or Qty. in the same units as in the contract	;wfu V Unit	nj izfr ;wfu V (:0) Rate per unit (Rs.)	ifj& ek.k (nj) (:0) Qty. (Rate) (Rs.)	dj Ta-xes	ifj& ogu izHkk j Transport charges	vU; izHkk j Other charges	(dkye 7+8+9 +10 rFkk 11) Total (Col 7+8+9 +10 and 11)	;kstu k@ ;kstu rj Plan/ non-plan	iz;k sx dk {ks = Sect or of use	mi;ksx ds fy, pkfg, ;k ii) dPps eky ds :i ;k LVsV iii) cnyh ;k iv) u;k fofu/kku fy, pkfg, Whether required for i) current consumption ii) as raw material iii) Replacement or iv) New Investment
1	2	3	4	5	6	7	8	9	10	11	12	13	14

tksm+%
Total

(ys[kk dk;kZy; esa mi;ksx ds fy,) (For use in the Accounts Office)

tkap dh xbZ vkSj Bhd ik;k x;kA
Checked and Found Correct.

Ink; jftLVj ds i`B la[;k -----ij fy[kk x;kA
Noted on page..... of payment register.

lwpdkad -----
(Index No.....)

ys[kk fyfid
A/C's Clerk

ys[kkiky
Accountant

jk- iz-
G.O.
e0fu0iw0fo0&58
D.G.S.&D.-86

- (d) ftu bUMsaVrkZvksa us [kjhnnkj dks viuh vksj ls BsdK djus dk lkekU; izkf/kdkj ugha fn;k gS] mUgsa fo'ks"k izek.k&iz= Hkjuk gksxkA
- (a) Special certificate to be filled in by indentors who have not given, general authority to a purchaser to enter into contracts on their behalf.

iwfrZ rFkk fuiVku egkfun's'kd ds for vf/kdkjh;ksa dks Hkkjr ds jk"V\ifr dh vksj ls BsdK djus dh 'kfDr izkIr gS] os bl bUMsaV esa fn, x, lkeku dh [kjhn ds fy,* ds uke ls vkSj budh vksj ls ,slh 'krksZs ij BsdK djus ds fy, izkf/kd`r gS] tks os mfpr le᳚saA

Officer of the DGS & D empowered to enter into contract on behalf of the President of India, are authorized to enter into a contract for the purchase of stores detailed in this indent on such terms as they consider suitable in the name and on behalf of the*

bamsV djus okys vf/kdkjh ds gLrk{kj@*Signature of the Indenting*

Officer

* cSBdksa esa jkT; ds dkuwu ;k ijEijk ds vuqLkj Bhd&Bhd uke ;k lEcfU/kr LFkkuh; fu;kd ds 'kq} lkafof/kd uke dk iz;ksx fd;k tkuk pkfg,A

* The exact nomenclature to be adopted in the contract according to the law or convention of the State of the correct statutory name of Local body concerned should be stated here.

en la0	*oLrqvksa dk fooj.k iwjs C;kSjs vkSj fooj.k nsa rkfd VSm }kjk oLrqvksa dks leqfpr igpku esa lqfo/kk jgs	iwfrZ ds ekxZ funsZ'kd ds fy, fof'k"V mkbZax la dk vU; fooj.k nsa vkSj ;g Hkh crk,a fd lkeku dk okLrfod mi;ksx D;k gksxk	x.kuk bdkbZ	la;k ;k ek=k	vkadfyr ykxr	
					izfr bdkbZ ij	tkSM+
Itme No.	*Description of Articles (Give complete details and particulars to facilitate proper indentification of the articles by the Trade)	Specification/Drawing No. or other particulars and actual use to which the stores will be put to guide supply	Accounting Unit	Number or Quantity	Rate Unit	per Total
1	2	3	4	5	6	7

#0 iS0 #0 iS0
Rs. P. Rs. P.

*;fn en vvx vuqlwph esa nh tkrh gS rks bl vuqlwph ij baMsVdrkZ ds gLrk{kj gksus pkfg, vkSj bl vuqlwph ds lcls mijh fgLLs esa baMsaV dh la0 vkSj rkjh[k nh tkuh pkfg,A

*In case the item are given in separate schedule, such schedule be signed by the indentor and the No. and date of this indent indicated in the top of the schedule.

			dfQ;r Remarks
<p>Ifjnk dh rkjh[k <i>Date of Delivery</i></p> <p>1 fof'k"V vkSj mfr rkjh[k nh tkuh pkfg,A rRdky] ;FkklEHko] 'kh?kz ,sls 'kCnksa dk iz;ksx ugha fd;k tkuk pkfg,A Specific and reasonable date should be indicated, such items like immediate' 'As early as possible' should not be used.</p> <p>2- ;fn ifjnk fdLrksa esa misf{kr gks rks ekfld ;k lkrkfgd vof/k ds vuqlkj rkjh[kokj fdLrksa dk C;kSjk nsaA If delivery by instalments is required details of instalments should be given by dates in monthly or weekly periods.</p>	<p>ijsf"krh vkSj xarO; LFkku <i>Consignee and Destination</i></p> <p>1- lkeku dgka Hkstk tk,xkA Stores to be consigned to:</p> <p>(d) izkIrdkZ vf/kdkjh dk in (a) Designation of the receiving Officer. ([k] jsyos LVs'ku (b) Railway Station (x) Mkd irk (c) Postal Address (?k) rkj irk (d) Telegraphic Address</p> <p>2- *lkeku dh cqfadx fdl izdkj gksxh * Sotres to be booked (d) eky@lokjh xkM+h@Mkd iklZy ls (a) By Goods/Passenger Train/Parcel post ([k] ekfyd ds@jsyos ds tksf[ke ij] jsy chek (b) At owner's/Railway risk, Insured on rail. (x) HkkM+k@nr@ns; (c) Freight paid/to pay</p>	<p>fiNyh lanHkZ <i>Previous References</i></p> <p>(d) bl baMsaV esa 'kkfey dh xbZ oLrqvksa ds IEcU/k esa dksbZ i=&O;ogkjA (a) To any correspondence in connction with the article included in this indent. ([k];fn ,slh gh dksbZ oLrq igys bl egkfun'skky;@ Hkkjr HkaMkj foHkkx] yUnu @Hkkjr iwfrZ fe'ku okf'kxVu ds tfj, [kjhnh xbZ gks rks bl laca/k esa fiNyh ckj Bsdk la0 vkSj rkjh[k nj vkSj iwfrZ L=ksr dk lanHkZ fn;k tk, rkfd iwfrZ laca/kh ekxZ fun'sZ'ku fey ldsA (b) If any article similar to one previously purchased through this Dte. General/India Stores Department London/India Supply Mission Washington is required a reference to the previous contract No. and date, rate and source of supply should be given to guide supply. (x) ;fn mi;qZDr [k ds C;kSjs nsuk IEHko u gks rks dkye 6 esa fn[kkbZ xbZ vkadfyr ykxr dk vk/kkj rFkk fiNyk iwfrZ L=ksr rkjh[k vkSj nj ds IEcU/k esa C;kSjk fn;k tk,A (c) If it is not possible to give details as at estimated cost shown under col 6 has source of supply, date and rate, should be indicated.</p> <p>2- dksbZ fo'ks"k fgnk;rsaA Any special instructions.</p>	
8	9	10	11

*tks fodYi ykxw ugha gksrs mUgsa dkV nsa A

* Alternative not applicable to be scored out.

([k] fo'ks" k izek.k&i= mu baMsVdrkZvksa }kjk Hkjk tk,xk] ftudh vksj ls [kjhnnkj dks BsdK djus dk lkekU; izkf/kdkj ugha fn;k x;k gSA

(b) Special certificate to be filled in by indenter on whose behalf a general authority for entering into contracts has not been delegated to a purchaser.

/;ku nhft,%& cEcbZ mrj izns'k] if"peh caxky] vle vkSj e/; izns'k ljdkjksa ds {ks=kf/kdkj esa vkus okys LFkkuh; fudk;ksa dks bl izek.k&i= gLrk{kj djus gksxsa] tc rd fd mUgksaus igys gh bl fou; ij [kjhnnkj dks lkekU; vf/kdkj u ns fn;k gksa] D;ksafd bu ljdkjksa us iwfrZ rFkk fuiVku egkfun's'kky; dks jkT;iky ds uke ls LFkkuh; fu;eksa dh vksj ls BsdK djus dh vuqefr ugha nh gqbZ gSA LFkkuh; fudk;ksa us ;g izek.k&i= vle esa 1 #i;s] cEcbZ es 2 #i;s mrj izns'k esa 250 #i;s vkSj vU; LFkkuksa esa 1-50 #i;s ds U;kf;dsrj LVkEi isij ij gksuk pkfg, iwfrZ rFkk fuiVku egkfun's'kky; ds ftu vf/kdkjksa dks Hkkjr ds jk"ifr dh vksj ls BsdK djus dh 'kfDr izkI; gS] mUgksus bl baMsaV esa fn;s x, lkeku dks [kjhnu ds fy, ----- ds uke vkSj dh vksj ls ,slh 'krksZ ij BsdK djus ds izkf/kd`r gS tks iwfrZ rFkk fuiVku egkfun's'kky; mfpr leasA

N.B.:- Local Bodies under jurisdiction of the Government of Bombay, Uttar Pradesh West Bengal, Assam and Madhya Pradesh are required to sign this certificate unless they have already furnished a general authority to the purchaser on the subject, as these Government have not permitted to the Directorate General of Supplies and Disposals to enter into contracts on behalf of Local Bodies in the name of the Governor. The certificates from Local Bodies in Assam should be on non-judicial stamp paper of Rs. 1 from Bombay, of Rs. 2 from Uttar Pradesh, Rs. 2.50 P. and other cases Rs. 1.50 P. Officers of the Directorate General of Supplies and Disposal empowered to enter into contract on behalf of the President of India are authorized to enter into contract for the purchaser of stores detailed in this indent on such items as the Directorate General of Supplies and Disposal consider suitable in the name and on behalf of.

gLrk{kj vkSj in
Signature and Designation

/;ku nhft,&& bl iz'u i= ij izkf/kd`r O;fDr ds] vko';drk gks rks lhy lfgr] gLrk{kj gksus pkfg,A

N.B: This certificate should be signed by a duly authorized person under seal, required.

5- D;k baamsVdrkZ }kjk fujh{k.k fd;k tk,xkA
Whether inspection to be carried out by the indenter.

6- (i) D;k bl QkeZ ds i`"V 4 ij fuf/k lEcU/kh izek.k&i= Hkj fn, x, gS ;k lkeku dh yxr vkSj foHkx; 'kqYd ds fy, [ktkuk jlhN@n'kZuh ls gq.Mh layXu dh xbZ gS?
Has the Certificate of Funds on Page 4 of this form been filled in or is Treasury Receipt Demand Draft attached to cover the Cost of stores and Departmental fees?

/;ku nhft,%& ft, lkeku dks ljdkjh fuf/k ds ukes Mkyk tkrk gS] muds fy, i`"B 4 ij fn;k x;k izek.k&i= Hkjk tk,A ftl lkeku dh LFkkuh; fu/kh vf/kdkfj;ksa dh vksj ls [kjhnuK gS muds fy, lkeku dh vuqefr ykxv vkSj foHkkxh; 'kqYd dh [ktkuh jlhn@n`kZuh ls gq.Mh bUMSV ds lkFk yxh pkfg,A ,sls LFkkuh; fuf/k izkf/kdkfj;ksa dh fLFkfr esa] tgka ljdkj mu ij iwjk ;k fdllh rjg lh/kk fu;U=.k j[krh gS vfxze tek fuf/k vko';d ugha gS] ijUrq i`"B 4 ij fn, x, fuf/k lEcU/kh izek.k&i= ij gLrk{kj gksus pkfg,A

N.B.:-- In the case of stores debatable to Governments Funds the certificate on page 4 should be completed. In the case of stores required to be purchased on behalf of local Funds authorities a treasury receipts/demand draft for the estimated cost of stores plus Departmental fees should accompany the indent. In the case of local funds authorities over whom Government retains complete and direct control however advance deposits are not necessary, but the certificate of funds on page 4 should be signed.

(ii) ;fn vfxze tek fuf/k ls NwV izkIr gS rks bl NwV ds izkf/kdkj dk mnkgj.k nsaA
If exempted from advance deposit, please quote authority for such exemption.

7- mls ys[kk vf/kdkjh dk in ftlds uke lkeku dh yxv vkSj foHkkxh; 'kqYd ogka (उगाहें जाने हैं) Mkys tk,axsaA
Designation of the Accounts Officer to whom the cost of stores and Departmental fees (where leviable), should be debited.

8- (d) og eq[;] mieq[; vkSj ys[kk 'kh"kZ] ftles ykxv ukes Mkyh tkuh gSA
(a) Major, Sub-Major and Minor Head of Accounts to which the cost is debitable.

([k] O;; nrHkr gS ;k izHkkfjr

(b) Is the expenditure voted or charged?

**forh; izek.k&i=
FINANCIAL CERTIFICATE**

fVIi.kh%& ;fn lkeku ljdkjh fuf/k ds ukes Mkyk tkuk gS rks uhps fn,s x, izek.k&i= Hkjs tk,aA
Note:-- In the case of stores debitible in Government Funds, the certificate should be completed.

*lkekU; QkeZ
USUAL FORM

tc fuf/k miyC/k gks

eSs izekf.kr djrk gwa fd O;; ds laca/k esa l{ke forh; izkf/kdkjh dh Lohd`fr ys yh xbZ gS vkSj fd%&

When funds are available

I certify that the expenditure involved has received the sanction of competent financial authority that:--

(d) bMsaV djus okys foHkkx 19 o"kZ ds Lohd`r ctV vkoaVu ds leqfpr 'kh"kZ esa fuf/k miyC/k gSA

Funds are available under the proper Head in the sanctioned budget allotment of the indenting Department for the year 19.

,sls lkeku ds fy, ftls /ku ds vkoaVu ls igys [kjnhuh gS vkSj ftldh vnk;xh djuh gS A

([k] ljdkj }kjk eq¶s ml baMsV esa fd, x, lkeku ds lEcU/k esa vfxze :i esa ns;rk ogu djus dk vf/kdkj fn;k x;k gS ftuds fy, 19 o"kZ ds nkSjku ckn es fuf/k dh voLFkk dj nh tk,xhA

For stores which are to be purchased and paid for before funds are allotted.

(b) I have been authorized by Government to incur liability in respect of the stores indented for herein in anticipation of funds being provided or the same during the year.

baMsaV djus okyk vf/kdkjh
Indenting Officer

dsoy yksd fuekZ.k foHkkx ds fy, ,d vkSj oSdfYid fo'ks"k QkeZ A

Further alternative special form for P.W.D. of authorities only.

eSa izekf.kr djrk gwa l{ke forh; izkf/kdkjh dh Lohd`fr ds fy, bl O;; ds lEcU/k esa vkosnu dj fn;k x;k gS(ftls 19 o"kZ ds izkDdyuksa ds izfr yksd fuekZ.k foHkkx lafgrk ds iSjkxzkQ ds v/khu vfUre #i esa ogu fd;k tk jgk gSA

I certify that the sanction of the competent financial authority has been applied for the expenditure involved which is being incurred in anticipation of sanction under paragraphs @ /of% Public Works Department Code against the estimates for the year 19.

baMsaV djus okyk vf/kdkjh
Indenting Officer

* tks fodYi ykxw ugha gS] mUgsa dkV nsaA

* The alternative not applicable to be scored out.

@jkT; ljdkj dh fLFkfr esa jkT; lafgrk ds iSjkxzkQ];fn dksbz gksa] dk ;gka lanHkZ fd;k tk,A

@ In the case of State Government reference should be given here to the relevant paragraph of the State, if any

;fn jkT; dh dksbZ vyx lafgrk gks rks ogka ij IEcfU/kr jkT; ds uke dk mYys[k fd;k tk,A ;fn jkT; dsUnzh; yksd fuekZ.k foHkkx lafgrk iSjk 51 dk vuqDj.k djrk gS rks vkSj esa ^dsUnzh; 'kCn fy[k fn;k tk,A

* Here mention the name of the State concerned, if there is a separate Code for the State. In case State follows the Central Public Works Department Code, para 51, and the word 'Central' should be mentioned against @ and*

9- (d) ;fn lkeku [kjhnus esa fons'kh eqnzK dh vko'drk gks rks D;k l{ke forh; izkf/kdkjh us vko';d fons'kh eqnzK ds vkoaVu dh Lohd'fr ns nh gS?

(a) In the case of the Purchase of stores involving foreign exchange has the requisite allotment of foreign exchange been sanctioned by the competent financial authority.

([k) ;fn gka] rks forh; Lohd'fr dh la0 vkSj rkjh[k m}r djsaA ns'k esa gh lkekU; miyfC/k vkSj vuqiyfC/k IEcU/kh izkIr lanHkZ dks Hkh nsaA

(b) If so the No. and date of financial sanction may be quoted. Also indicate reference of Dev. Wing for clearance of stores from indigenous angle.

/;ku nhft,%& fdlh Hkh ,sls bMsaV dks] tks Bhd&Bhd ugha Hkjk x;k gS vkSj gj rjg ls iwjk ugha gS] mnkgj.kkFkZ ftlds lkFk IEcU/k esa fof'k"V;ksa dk lanHkZ] tSlS vkbZ0 ,l0 vkbZ0@vkbZ0 vkj0 ,l0 vkSj MkbZx rFkk 'kCnkoyh l0] vkSj@;k mlds lkFk leqi;qDr dkxt ds fooj.k@fof'k"V;ka] C;kSjs vkfn ughs gksrs gS] fcuk dk;Zokgh fd, gh baMssV djus okys vf/kdkjh dks okil fd;k tk ldrk gSA tgka IEHko gks ogka vfUre mi;ksx dk mYys[k Hkh gksuk pkfg,A

N.B.:- Any indent which is not properly field and is not complete in all respects e.g. reference to relevant specifications like ISI/IRS and drawings and vocab numbers and/or not accompanied by suitable paper particulars/specifications details etc. is liable to be returned to the Indenting Officer without being complied with. Wherever possible, the end use should also be specified.

10- LokE; lkeku dh fLFkfr esa] ,d LokE; oLrq izek.k&i= fuEufyf[kr QkeZ esa izLrq fd;k tk,A
If proprietary stores are required has the P.A.C. in the following form furnished.

**LokE; oLrq izek.k i=
PROPRIETARY ARTICLE CERTIFICATE**

- (i) ftl miLdj@lkeku dh ekax dh xbZ gS og loZJh -----
----- }kjk fufeZr fd;k tkrk gS A vU; fdlh esd ds lkeku dks fuEu dkj.kksa ls Lohdkj
ugha fd;k tk ldrkA
The equipment/stores wanted is/are manufactured by Messrs..... No other make
is acceptable for the following reasons
- (ii) funs'kd@fMiks v/;{k@foHkxk/;{k ;k mlds ukfer dk vuqeksnu izkIr dj fy;k gSA
Approval of the Director/Head of the Depot./ Head of the Deptt. or his nominee has been
obtained.
- (iii) bl izLrko ij lg forh; lykgdkj dh lgefyr ys yh xbZ gSA
The associated Financial Adviser has concurred in the proposal.

baMsaVdrkZ ds gLrk{kj
Signature of the Indentor.....
in
Designation.....
rkjh[k
Dated.....

- 11 (d) ;kstuk@;kstusrj LdheA
- (a) Plan/Non Plan Scheme.
- ([k) fdl {ks= esa iz;qDr gksxkA
- (b) Sector of use
- (x) iwathd`r vuqj{k.kh;} vFkkZr ftl eky dk vkns`k fn;k tk jgk gS og fdlh ubZ iwathxr
fojpuk ds fy, ;k izfrLFkkiukFkZ gSA
- (c) Capital/Maintenance *i.e.* whether the goods ordered are for a new capital formation or
replacement.