

FOR GOVERNMENT USE ONLY

**MANUAL
OF
OFFICE PROCEDURE
FOR PURCHASE OF STORES
BY THE
GOVERNMENT DEPARTMENTS**

**(Accompaniment to Govt. in I & M Deptt. Resolution
No.SPO/102000/2491/CH, dated 20-02-2004)**

INDUSTRIES & MINES DEPTT.

GOVERNMENT OF GUJARAT

GANDHINAGAR

P.K.LAHERI, IAS
CHIEF SECRETARY

Government of Gujarat

Block No.1, 3rd Floor, Sardar Bhavan,
Sachivalaya, Gandhinagar-382010.

Phone : (079) 3220372,3221105,3250301.

Fax: (079)3243330, 3250305

e-mail: csguj@gujarat gov.in

December 28, 2003

FOREWORD

The Government has decentralized powers to different Departments to facilitate Government purchases and to ensure effective provision of services to the citizens. Since the powers have been decentralized to the Heads of the Departments and the concerned Secretaries, the need to prepare a Manual to guide the work of these officers was felt. Accordingly, a team of experienced and knowledgeable officers from Central Stores & Purchase Office (CSPO) was put in place to prepare this manual.

This team has consulted the purchase manual of the Directorate General of Supplies & Disposal of the Government of India and that of other States as well as CVC guidelines to prepare this Manual. In addition, this Manual embodies the important orders of the Government on purchase policy. It is hoped that this Compendium will provide useful information and guidelines to the concerned officers to facilitate their purchases for the Government Stores. However, provisions of this Manual are intended to serve as guidelines to officers and staff in their day-to-day work and not intended to supersede the specific instructions, which may have been and may be issued separately.

I would like to place on record the efforts of the then CSPO, Ms. Vatsala Vasudeva, IAS, Shri H.D. Shrimali, Deputy Industries Commissioner and Shri D.H.Pandya, Assistant Industries Commissioner, who have worked tirelessly and completed this Manual. I would also like to place on record my appreciation to Shri Y.C. Bhatt, retired Deputy Industries Commissioner and other staff and officers of CSPO and Industries & Mines Department who have spared their valuable time for completion of this work.

I am sure; all officers associated with purchase for the government stores will familiarize themselves with this manual and carry out the purchase work in a cost effective and transparent manner.

Sd/-
(P.K.Laheri)

LIST OF THE CSPO MANUAL CHAPTERS

CHAPTER	1	Introduction definition & Abbreviations .	
CHAPTER	2	Central Stores Purchase Organization.	
CHAPTER	3	Powers of Officers in the CSPO with Regards to Purchase.	
CHAPTER	4	General Principles of entering into contracts.	
CHAPTER	5	Registration of Firms.	
CHAPTER	6	Purchase of Stores.	
CHAPTER	7	Scrutiny of Indent, Issue of Tender Enquiry and opening of Tender.	
CHAPTER	8	Scrutiny of Tenders, preparation of comparative statement & Finalization of Tender.	
CHAPTER	9	Rate Contract/Running Contracts.	
CHAPTER	10	Important Factors Relating to Placement of Contract.	
CHAPTER	11	Handling and Processing of Contracts.	
CHAPTER	12	Inspection of Stores.	
CHAPTER	13	Payment Procedure.	
CHAPTER	14	Losses or Gains and Litigation.	
CHAPTER	15	Removal, Suspension and Banning of contractors from Government Business.	
CHAPTER	16	Closing of Cases & Destruction of Records.	
APPENDIXES			

CHAPTER -1

INTRODUCTION, DEFINATIONS & ABBREVIATIONS

PART-1. INTRODUCTION

MOTTO: "Service to Indentors".

1. General Information about CSPO: -

The responsibility for procurement of stores required by various Departments of the State Government vests with the Department of Industries & Mines in secretariat. The I & M Deptt. has been carrying out this function through the Industries Commissioner & C.P.O. The Organization is known as a Central Stores Purchase Organization, which is a part of the Industries Commissionerate. The Additional Industries Commissioner (Stores Purchase) heads the CSPO and works under the guidance and control of the Industries Commissioner. In addition to a Purchase Wing, CSPO has a regular Inspection Wing and a Registration Wing. With a view to achieve expeditious purchase through the CSPO, the Govt. vide G.R.No.SPO/1064/329-GI dated 5th June 1964 had issued detailed guidelines.(Appendix-2)

CSPO has been catering to the requirements of all State Govt. Departments since 1960. However, as the overall activities of the State Govt.proliferated and expanded, the purchases became too huge to be handled by a single agency. Hence, the State Govt.decided to decentralize the purchase activity by creating various Departmental Purchase Committees. Previously therewere 20 DPCs working in the State and powers have been decentralized to these committees as per their requirements, which are being revised from time to time. Now Government of Gujarat I & M Deptt. Vide G.R. SPO/102002/UOR-24-CH dated 28.1.03 (Appendix-7) have decided to constitute a Departmental Purchase Committees and Secretariat Department Purchase Committees compulsorily by all the Departments and all the purchase work have been decentralized from the CSPO, the CSPO will handle only annual rate contracts for items such as colour T.V., Plain Paper Copier Machine, Postal Franking Machine, Fire Extinguisher, Road Roller parts, VHS Cassettes, etc. and common items of more than one Department which it can today handle efficiently within the laid down rules and procedures in addition to the work of attending all the DPCs/SDPC's and organizing the SPC meetings.

The CSPO has also been placing supply orders against the Rate Contracts fixed from time to time by the Director General of Supplies and Disposals, Govt. of India, New Delhi on behalf of the Indenters.

2. The Departmental purchase committee is the authority to approve the purchase action within the purchase power per item per annum vested to the committee. The constitution of the D.P.C. is as under:-

1. Head of the Department	Chairman
2. Representative of the administrative Department not below the rank of D .S.	Member
3. Senior Account Officer	Member
4. Officer of CSPO not below the rank of Class-I	Member
5. Senior Officer not below the rank of Class-I	Member Secretary
6. Technical Expert if required	Invitee

3. The Secretariat Departmental Purchase Committee is the middle order purchase committee in which the concerned HOD will process and agenda will be placed before S.D.P.C. The constitution of the S.D.P.C is as under:-

1. Secretary/Principal Secretary/Additional Chief Secretary of the concerned Department	Chairman
2. Financial Advisor of the concerned Department	Member
3. Dy. Commissioner of Industries or Representative of CSPO not below the rank of Class-I	Member
4. J.S./D.S. or H.O.D	Member Secretary
5. Technical Expert if required.	Invitee.

4. Secretaries Purchase Committee:-

The Secretaries Purchase Committee is the highest authority in deciding purchases. The constitution of S.P.C.is as under:-

- (1) Secretary to the Government/Principal Secretary to the Govt. in the Administrative Department of Indenting Officer.
- (2) Secretary to the Govt. /Principal Secretary to the Govt. in Industries & Mines Department.
- (3) Secretary to the Govt. /Principal Secretary to the Govt. in Finance Department.
- (4) Head of the DPC of concerned Department.
- (5) Additional Industries Commissioner (SP), Industries Commissionerate – Member Secretary.

The S.P.C. decides all purchases which exceed the purchase powers of Industries Commissioner and other Departmental Purchase Committees. In addition, in all the cases of deviations to be permitted from terms and conditions of tender enquiry/specifications of T/E., Purchase of branded articles and for negotiations with tenderers the sanction of S.P.C. is necessary. If the order is required to be placed on 2nd higher supplier other than the 1st lowest acceptable offer, SPC's approval is necessary. In all such cases, a detailed

note containing the important details regarding necessary Govt. sanction, technical justification for the purchase, prices, terms and conditions and relevant literature, opinion about reasonability of prices recommended etc., should be sent to Additional Industries Commissioner (SP), who will study the case and put up for approval of Secretaries Purchase Committee.

5. The Organization, scope and functions of CSPO are given as a separate chapter in this manual which will help the Indenting Departments to appreciate the working and make the best use of the services of CSPO.

6. General Instructions to departmental heads & purchasing officers including DPC's.

The various departmental heads, heads of Offices and their Officers and various Departmental Purchase Committees will therefore, have to familiarize themselves with the purchase procedures, which are required to be followed. Every Indenting Officer of Govt. is expected to be well acquainted with the orders and procedures governing the purchase policy.

An attempt has, therefore, been made to give at one place detailed instructions issued from time to time to facilitate the work of the Purchasing Officers.

The Manual embodies the important orders of Government regarding the principles of the purchase policy. Any errors or omissions that might be noticed in the Manual may, it is requested, to be brought to the notice of the Industries Commissioner and CPO and Secretary (Industries), Industries & Mines Department, Sachivalaya, Gandhinagar.

The provisions of this manual are intended to serve only as guidelines to officers and staff in their day-to-day work and not intended to supersede specific instructions, which may have been or may be issued separately. In doubtful cases, the concurrence of the appropriate administrative/financial authority should be obtained. Officers should endeavour to acquaint themselves fully with the contents of the manual and keep themselves up-to-date by carefully noting the specific deviations and changes ordered subsequent to the date of issue of this edition.

As the manual is meant only for official use, private parties will not be permitted to cite any provision of the manual as justification of any action or any omission in regard to their contractual obligations with the Purchasing Authority. It may be added that, nothing contained in the manual shall, in any way, modify the terms of any existing or future contracts, which will take effect according to their specific provisions, irrespective of anything contained in the manual. The manual shall not be quoted in representations by contractors or other members of the public having dealings with the Purchasing Authority.

Information regarding different Committees at a glance is as under.

	Particulars	DPC	SDPC	SPC (In SPC, there is no permanent Chairman)
1.	Chairman	Head of the Department	Secretary/Principal Secretary/Additional Chief Secretary of The concerned Department	Secretary to the Government /Principal Secretary to the Govt. of Adm. Deptt. (Member)
2.	Member	Representative of the Administrative Deptt. Not below the rank of DS	Financial Advisor of Administrative Department.	Secretary to the Govt./Principal Secretary to the Govt. in Industries & Mines Department
3.	Member	Senior Accounts Officer of concerned Department.	Dy Commissioner of Industries (CSPO) not below the rank of Class-I.	Secretary to the Govt./Principal Secretary to the Govt. in Finance Department
4.	Member	Officer of CSPO not below the rank of Class-I.	Joint/Deputy Secretary of the Administrative Department.	Head of DPC of the concerned Department.
5.	Member Secretary	Senior Officer of the concerned Deptt. Not below the rank of class-I	Head of the Deptt. Of the concerned Deptt. Of DPC.	Additional Industries Commissioner (SP) CSPO.
6.	(Invitee) Technical Expert if required.	Invitee if required.	Invitee If required	Invitee If required.

PART-2 -DEFINITIONS AND INTERPRETATIONS

1. In this Manual and in the contract and the General and Special conditions Governing it, unless the context otherwise provides: -
 - 1) **Acceptance of Tender**: - "Acceptance of Tender" means the letter or memorandum communicating to the contractor the acceptance of his tender.
 - 2) **Acceptance of Letter (A/L)**: - When a purchase order is decided to be placed with the tenderer, whose tender has been accepted, such tenderer is informed under a specific letter that Govt. has decided to accept the tender and to enter into contract and this letter is called Acceptance of Letter (A/L)
 - 3) **"Branded Item"**: - The name of the product that is made by a particular company and approved by the Director General of Trade Marks & Patterns Govt. of India, Kolkatta.
 - 4) **"Consignee"**: - Means, where the stores are required by the acceptance of tender to be dispatched by rail, road, air or steamer, the person specified in the acceptance of tender to whom they are to be delivered at the destination; where the stores are required by the acceptance of tender to be delivered to a person as an interim consignee the purpose of dispatch to another person, such other person; and in any other case, the person to whom the stores are required by the acceptance of tender to be delivered in the manner therein specified.
 - 5) **"Contract"**: - means the invitation to tender, instructions to tenderers, tender acceptance of tender, particulars and the general and special conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the contractor.
 - 6) **"Rate Contract"**:- Rate contract is a contract for the supply of stores at specified rate during the period covered by the contract.
 - 7) **"Running Contract"**: - means a Running Contract for the supply of an approximate quantity of stores at a specified price during a certain period.
 - 8) **"Contractor"**: - means the person with whom the contract is made and includes his heirs, executors, administrators or successors and permitted assignees, as the case may be.
 9. **"Drawing"**: - means the drawing or drawings specified in or annexed to the schedule or specification of tender.
 10. **"EMD"** (Earnest Money Deposit): - EMD is an amount, which is a percentage of the value of stores offered by the tenderer, which the tenderer has to deposit, when a tender is submitted.

11. **Inspecting Officer**" means the persons specified in the contract for the purpose of inspection of the stores or work under the contract.
12. **Material**" means anything used in the manufacture or fabrication of the stores.
13. **Particulars includes**"
 - a. Specifications
 - b. Drawings
 - c. Pattern bearing the seal and signature of the inspecting officer (herein after called the sealed pattern), which may also include a certified copy thereof sealed by the purchaser.
 - d. Sample sealed by the purchaser for the guidance of the Inspecting Officer (hereinafter called the approved sample), which may include a certified copy thereof.
14. **Trade pattern**" means a pattern, confirming to which stores are containable in the open market and which denotes a standard of the Bureau of Indian Standards or other standardizing authority or a general standard of the industry.
 - a. **Unit & Quantity**" means the unit and quantity specified in the "schedule"
 - b. Any other details governing the construction, manufacture or supply of stores as may be prescribed in the contract.
15. **Schedule**": - means the schedule annexed to the acceptance of tender/contract or any amendment thereof.
16. **Purchase Officer**": - means any officer authorized to sign the acceptance of tender.
17. **Purchaser**": - means the purchaser named in the schedule of acceptance of the tender and includes his successors or assignees.
18. **Signed Document**": - means a document signed by a competent authority/authorized Officer bearing his designation and stamp.
19. **Site**": - means the place specified in the schedule at which any work is required to be executed by the contractor under the contract or any other place approved by the Purchasing Officer for the purpose.
20. **Solitary Offer**": Solitary offer in which only one offer remains valid or considered valid for opening of the Commercial Bid.
21. **Stores**": - means the goods specified in the "schedule"
22. **Supply Order**": - means order placed on the contractor for supply of stores by the competent authority.
23. **Tender sample**: means sample received along with the tender.

24. **"Test"**: - means such tests as are prescribed by the particulars or considered necessary whether performed or carried out by the Inspecting Officer or any agency acting under the direction of the Inspection Officer.
25. **"Liquidated Damages"**: - means damages to be recovered for late delivery of stores/cancellation of contract for non-supply of stores.
26. **"Risk Purchase"**: - means repurchase of the stores at the risk and cost of the defaulting contractor or any installment thereof within the period fixed for such delivery or any time he repudiates a contract before the expiry of such period.
27. **"Small Scale Industry"**: - means Small Scale Industries as defined by the Govt. of India under Industries (Development and Regulation) Act from time to time.
28. **"Ancillary Industries"**: - means ancillary units as defined by the Govt. of India under Industries (Development and Regulation) Act from time to time.
29. **"Cottage Industries"**: -Means a unit duly certified as such by the competent authority
30. Words in the singular include the plural and vice versa.
31. Words imparting the masculine gender shall be taken to include the Feminine gender and words imparting persons shall include any company or association or body of individuals, whether incorporated or not.
32. The heading of the conditions shall not affect the interpretation or construction thereof.
33. Terms and expressions not defined shall have the meaning assigned to them in the Indian Sales of Goods Act, 1930, or the Indian Contract Act 1872 or the General Clause Act 1987 or other relevant Act as the case may be.
34. **Free on Board**: Where goods are purchased on F.O.B. basis, the duty of the contractor is to deliver the goods on board ship at his own expenses for carriage to the purchaser. The purchaser is liable for freight and other subsequent charges. When dealing with firms in U.S.A. the expression "Free on board a ship in (city) harbour" should be specified in place of plain brief expression of "F.O.B. (city)", as in America, the term F.O.B. frequently means free on board a railway wagon.
35. **Free on rail:(F.O.R.) Station of Despatch**: When a contract is arranged on F.O.R. station of despatch basis the contractor is understood to undertake to deliver the goods of the contract description within the time named in the contract into a railway wagon or at the stations (depending on the practice of the particular railway) at his own expense.

36. **F.O.R. Destination:** When a contract is arranged on F.O.R. Destination basis, the contractor is understood to undertake to deliver goods of the contract description within the time named in the contract at the place of the consignee named in the contract at his own expenses.
37. **Inspection:** All the functions connected with the Quality Assurance of supplies being made against the contract at pre-despatch stage at the works of the manufacturer. This includes examination of the lot/batch for uniformity in quality on visual examination, sampling, and preparation of samples and testing in a laboratory with equipment of technical range, accuracy, so as to certify the conformance of the lot to the contract specifications.
38. **Indent:** The requisition for supply of specified stores which an Indenting Department places on DGS&D in prescribed form is known as '**Indext**'. The indent complete in all respects, accompanied by specified information and documents, gives the Purchase Officer in the DGS&D his authority to take necessary action to commence and effect the procurement of the stores.
39. **C.I. F.(Cost Insurance and Freight)** C.I.F. contracts are contracts for the sale of goods involving carriage by sea. In this type of contract, contractors' liabilities are as follows:-
 - (i) He ships goods of the contract description, quality and quantity at the port of shipment.
 - (ii) He procures contract of afreightment upto the destination mentioned in the contract and obtains a bill of lading.
 - (iii) He takes out a policy of insurance.
 - (iv) He makes out invoice describing the goods and charging to the purchaser the cost or agreed price, premium of insurance and the freight and crediting the purchaser with the amount of freight, if any to be paid to the ship owner on actual delivery of goods.
 - (v) He tenders the bill of lading, policy of insurance and the invoice to the purchaser as soon as possible after shipment.
40. **Sealed Samples:** Samples (Other than standard Samples) sealed either by indentors or by the DGS&D to guide supply and inspection. These may be either "Complete samples" or "Incomplete Samples"
41. **Advance Sample:** Advance sample is the sample, which is to be submitted by the contractor for approval by the competent authority when so stipulated in the contract, before the bulk supply is manufactured and offered for inspection.
42. **Bulk Supply Sample:** Samples loan, for testing or for future reference, from supplies inspected and passed, from bulk supplies inspected against rate contract.
43. **Tender Sample:** The Sample submitted by a contractor alongwith his tender is called Tender sample.

Part-3 – Abbreviations.

The following are some Abbreviations which are commonly used in the

Purchase Procedure:-

T.E	Tender enquiry
P.T.F	Price Tender form.
F.O.B	Free on Board.
F.O.R	Free on Rail
EMD	Earnest Money Deposit.
S.D.	Security Deposit.
D.P	Delivery period
P.P.	Price preference
SSI	Small Scale Industries
A/L	Acceptance of Letter
A/T	Acceptance of Tender
B.G.	Bank Guarantee
R.O.	Repeat order
R.P.	Risk Purchase.
R.C.	Rate Contract.
I/N	Inspection note
B.S.S.	Bulk Supply Sample
D.D.O.	Direct Demanding Officer.
I/O.	Indenting Officer
L.O.	Liaison Officer
NSIC	National Small Scale Industries Corporations
CSPO	Central Stores purchase Organization
ST	Sales Tax.
DGS&D	Directorate General of Supplies & Disposals
ISI	Indian Standard Institute
P.S.S.	Primary Scrutiny Sheet.
G.S.I.C.	Gujarat Small Industries Corporation
GRIMCO	Gujarat Rural Industries Marketing Corporation
LPP	Last Purchase Price
R.R.C.	Revenue Recovery Certificate.
GST	Gujarat Sales Tax
CST	Central Sales Tax
BIS	Bureau of Indian Standard
DPC	Departmental Purchase Committee
SDPC	Secretary Departmental Purchase Committee
SPC	Secretaries Purchase Committee.
HOD	Head of Department
CIF	Cost Insurance and Freight
DIC	District Industries Centre
IC	Industries Commissioner

CHAPTER -2

CENTRAL STORE PURCHASE ORGANISATION

Organization, Scope & Functions: -

1. ORGANISATION: -

Central Store Purchase Organization (CSPO) is the Central Purchasing Agency of the State Government. The Industries Commissioner, as the Central Purchasing Officer has under him the Central Stores Purchase Organization for purchase of stores above the value of Rs.20, `000/- per item. The powers for purchase of stores upto Rs.20,000/- per item/annum is vested with the Head of Department/Offices by the Govt. The Industries Commissioner is assisted by the full time Additional Industries Commissioner (Stores Purchase).

The Central Stores Purchase Organization comprises of the following Wings: -

- 1) The Purchase Wing
- 2) The Inspection Wing
- 3) The Co-ordination Wing.

1. The Purchase Wing: -

The Purchase Wing is responsible for the purchase of stores as and when required by any department, for which it receives indents in prescribed form and scrutinizes them, floats Tender Enquiries and finalizes purchase as per the prescribed procedure. CSPO can decide purchase up to the cost of Rs.75 lacs.

On receipt of indent, CSPO calls for tender through open inquiry in "Two-Bid" system i.e. Technical Bid and Commercial Bid. Initially Technical Bid is scrutinized for Technical specification mentioned in the tender and those tender complying the conditions are considered for commercial bid. On evaluation of commercial bid for rate, taxes etc., orders are placed to qualified tenders.

EMERGENCY PURCHASE:

The procedure of Emergency Purchase is prescribed by Govt. vide G.R.dt. 5.6.1964. For such purchase, 'Emergency Purchase Certificate' from the Secretary of respective administrative department is inevitable. IC & CPO & SDPC's are empowered to approve purchase upto Rs.10.00 lacs and in the case of value of more than Rs.10.00 lacs, the purchase action is to be approved by the SPC.

POST A/T WORK:-

The post purchase, which is known as post A/T (Post Acceptance of Tender) work mainly involves watching progress of supplies, grant of extension of delivery period, issue of amendments, waiver of liquidated damages, grant of price increase wherever applicable under the contract, initiating risk purchase, recovery of dues, legal and arbitration matters, penal actions against defaulter and submission of audit compliances etc.

2. The Inspection Wing:-

The Inspection Wing whose functions include inspection of stores purchased by the Purchase Wing, preparation of specifications and drawings, maintenance of approved samples, technical advice to Indentors, assistance to the Purchase Wing in the scrutiny of Indents and reporting upon capacity of new supplier etc.

3. The Co-ordination Wing:-

The Co-ordination Wing is responsible for compilation of indents, maintenance of samples received from the Indenting Departments and Contractors, registration of firms as approved supplier and general establishment matter etc. Since the creation of District Industries Centres, registration work has been delegated to the respective District Industries Centres. The registration of firms situated outside Gujarat State is with the Co-ordination Branch of Central Stores Purchase Organisation. Co-ordination wing is also responsible for recovery works after issuance of Revenue Recovery Certificates and court cases filed against recovery actions.

4. PURCHASE OF BRANDED ARTICLES.

- (1) When selected "**Branded**" articles are required, tenders can be invited for limited "Brands" by department themselves without reference to the CSPO but after obtaining orders of Govt. in this respect. Such matter should be placed before Secretaries Purchase Committee for approval.

The main functions of the CSPO are as follows:-

- (a) to act as a purchasing and inspecting agency in an advisory capacity in all matters connected with the purchase of stores on behalf of various indentors.
- (b) to help to draw up for the indentors who effect purchases through this organisation, specification of various classes of stores in demand, where no specification are drawn by the Bureau of Indian Standards.
- (c) to register the manufacturing units as well as trading units as an approved Contractor.
- (d) Even after decentralization of the stores, purchase activity, the CSPO continues to have the over-all responsibilities for ensuing adherence to laid down policies & suggesting improvement in them in respect of Govt. purchases made by the departmental Purchase Committees or through the CSPO. The guidelines formulated by the CSPO from time to time in consultation with SPC /Govt., is binding on all Purchasing Officers.

- (e) for items which are required in large quantity and by more than one Deptt., the rate Contract/ running Contract is to be fixed by the CSPO. CSPO may fix rate contracts with more than one party, so the Deptt. can draw on any of the parties for their supplies in case one party fails to supply the material.

5. PURCHASES THROUGH S.P.C.

Approval of S.P.C. is required in respect of the following kind of stores purchases:-

- 1) The value of the stores to be purchased exceeds the limit of Rs.100 lacs.
- 2) The value of the stores to be purchased by way of repeat order exceeding Rs.15 lacs or when it exceeds original A/T value.
- 3) The value of the stores to be purchased on emergency basis the value of which exceeds Rs.10 lacs.
- 4) The purchase value of stores exceeding Rs.10 lacs in case of Solitary offers.
- 5) The purchases of stores at the higher rates than the lowest quotations received.
- 6) The purchases of branded or monopoly items
- 7) In all cases where negotiations are required to be done with Tenderers. No department including D.P.C's/and S.D.P.C's have powers to negotiate with the tenderer except with the prior permission of S.P.C.
- 8) Any other case where deviations are required to be permitted from terms, conditions and specifications of T.E.

In all such cases a detailed note as advised by Govt. in IM & ED. G.R.No.SPO-1179-1188-Ch dated 20.4.82 and 12.9.85 should be prepared containing the important details regarding necessary Govt. sanction, comparative evaluation of tenders, technical justification regarding the acceptance of any particular brand, prices, terms & conditions, opinion about reasonability of prices recommendation etc., should be sent to AIC (SP) who will send agenda to the members of S.P.C. by circulation and obtain the approval of S.P.C.

CHAPTER-3

POWERS OF OFFICERS IN THE CSPO WITH REGARDS TO PURCHASE.

The Industries Commissioner & CPO and the Purchase Officers under him are empowered to make purchase of store as indicated below:-

The Industries Commissioner & CPO and the Purchase Officers are authorized to accept the lowest acceptable offer (L1) as per specifications falling within the competency of their financial limit. In other cases Secretaries Purchase Committee is the competent authority to approve the purchases.

A .Financial powers for approval of purchase per item.

Sr. No.	Designation of the officer	Powers delegated
1.	Industries Officer	Upto Rs. 0.50 lacs.
2.	Asstt. Commissioner of Industries	Upto Rs .2.00 lacs
3.	Dy. Commissioner of Industries (SP) & F.A.	Upto Rs.10.00 lacs
4.	Addl. Industries Commissioner (SP)	Upto Rs.15.00 lacs
5.	Industries Commissioner & CPO	Upto Re.75.00 lacs

B. FINANCIAL POWERS IN RESPECT OF REPEAT ORDER PER ITEM.

1	Industries Officer	Upto Rs 0.50 lacs
2.	Asstt. Commissioner of Industries	Upto Rs .1.00 lacs
3.	Dy. Commissioner of Industries (SP) & F.A.	Upto Rs. 2.00 lacs
4	Addl. Industries Commissioner (SP)	Upto Rs. 5.00 lacs
5.	Industries Commissioner & CPO	Upto Rs. 15.00 lacs.

C. FINANCIAL POWERS FOR EMERGENCY PURCHASE PER ITEMS

1.	Industries Officer	Upto Rs.0.25 lacs
2.	Asstt. Commissioner of Industries	Upto Rs.2.00 lacs
3	Dy . Commissioner of Industries (SP)	Upto Rs.3.00 lacs
4	Addl. Industries Commissioner (SP)	Upto Rs. 5.00 lacs
5.	Industries Commissioner & CPO	Upto Rs. 10.00 lacs

D. POWERS OF SIGNING OF A/Ts.

1.	Industries Officer	Upto Rs.0.50 lacs
2.	Asstt. Commissioner of Industries.	Upto Rs. 4.00 lacs.
3.	Dy.Commissioner of Industries (SP) & F.A	Upto Rs. 5.00 lacs
4.	Addl. Industries Commissioner (SP)	Above Rs. 5.00 lacs

E. Powers for acceptance of stores.

(This is the practice followed at present in C.S.P.O.)

1	Dy.Commissioner of Industries (S.P)/Officers authorised by H.O.D.	Upto Rs. 5.00 lacs
2.	Addl. Industries Commissioner (SP)/H.O.D	Above Rs.5.00 lacs.

F.POWERS TO WAIVE LIQUIDATED DAMAGES

The Industries Commissioner & CPO and subordinate Officers are empowered to waive the liquidated damages to the extent of following monetary limits subject to the satisfactory evidence being produced for delays caused by circumstances beyond the control of the suppliers.

Type of cases	Designation of Officer	Monetary limits
a..Cases where Govt. has suffered actual losses.	All such cases should be referred to Govt.	
b. Cases where higher prices have been paid for earlier deliveries while fixing contracts.	-do-	
c. Cases other than those mentioned at & a & b.	(i)Industries Commissioner &CPO	Rs.500/-
	(ii)Dy.Commissioner of Industries (SP)	Rs. 250/-
	(iii)Asstt.Comm. of Industries	Rs.100/-
d. In case delay has happened to Force Majure condition.	(i)Industries Comm. & CPO. (2)Dy.Comm. of Industries.	Upto Rs. 5,000/- Upto Rs.2,500/-
e. Where delay is due to other reasons beyond the control of supplier.	(1)IC & CPO (2)Dy.Comm.of Industries.(SP)	Upto Rs.1,000/- Upto Rs.500/-

G. POWERS TO GRANT GRACE PERIOD FOR DELIVERY

The Industries Commissioner & CPO is authorized to grant grace period of 21 days on the stipulated delivery period on all normal orders without penalty and without any reference to the Govt. i.e. the supplies made within 21 days of the contract delivery period should be considered as supplies made within the delivery period and no liquidated damages in respect of such delay should be levied. These provisions however, do not apply to contracts placed against urgent or operational demand.

H. POWERS TO GRANT PRICE VARIATION IN CONTRACT.

The Dy. Commissioner and Financial Advisor/Addl. Industries Commissioner are empowered to allow increase in contract price due to statutory variation/increase, such as increase in freight, custom duty, excise duty, sales tax etc., and also increase in price of raw material in cases where it is controlled by Govt. of India or competent authority designated for this purpose by GOI.

I. POWERS FOR ACCEPTING GOODS WITH REDUCTION IN A/T RATE

All cases where it is proposed to accept the stores with slight variation in specification, on the recommendation of the Indenting Department Officers, with reduction in contracted price, the authority competent to accept the stores is as shown in column 3 below:

Sr No	Authority for approval of purchase	Authority empowered to effect reduction in rates.
1	Asst. Commissioner of Industries	Jt. Commissioner of Industries
2	Dy/Jt. Commissioner of Industries	Industries Commissioner & CPO
3.	Industries Commissioner & CPO	Government
4.	DPC & SDPC	Do
5.	Secretaries Purchase Committee	Do

J. POWERS FOR ACCEPTANCE OF SOLITARY OFFER.

Powers for approval of Solitary Offer

1.	Industries Officer	Upto 0.25 lacs
2.	Asst. Commissioner of Industries	Upto 1.00 lacs
3.	Dy. Commissioner of Industries (SP)	Upto 2.00 lacs
4.	Addl. Industries Commissioner (SP)	Upto 5.00 lacs
5.	Industries Commissioner & CPO	Upto 10.00 lacs

The Industries Commissioner & the Purchase Officers are empowered to accept solitary offer falling within the competency of their financial limit which may have been received either without EMD or unsealed or un-superscribed or late, of stores offered are to the specifications or nearest to the specifications. In other cases the matter may be referred to the SPC. The above powers should be exercised subject to the following considerations.

- (i) That the tender received late must have been posted before or latest on the due date of submission of tenders and the envelope must have clear and legible postal impression showing the date of posting.
- (ii) It is felt the stores for which the solitary offer is received are of monopolized items and that even after rejecting the solitary offer CSPO would not get sufficient response from the market and
- (iii) While considering the solitary offer a suitable note be made to the effect that further response from the market was unlikely.

K. Purchase Power's to D.P.C.

1.	General Purchase	Upto Rs. 30 lakhs/item/year
2.	Solitary Offer	Upto Rs. 5 lakhs
3.	Repeat Order	Upto Rs. 5 lakhs.

L. Purchase Power's to S.D.P.C.

1.	General Purchase	Above 30 lakhs and upto Rs. 100 lakhs/item/year.
2.	Solitary Offer	Above Rs. 5 lakhs & upto Rs. 10 lakhs
3.	Repeat order	Above Rs. 5 lakhs & upto Rs. 15 lakhs
4.	Emergency purchase	Upto Rs. 10 lakhs

M. Purchase power to SPC

1.	General Purchase	Above 100 lacs
2.	Solitary Offer	Above 10 lacs
3.	Repeat Order	Above 15 lacs
4	Emergency Purchase	Above 10 lacs

CHAPTER-4

General Principles of Entering into Contracts.

(This chapter is based on D.G.S&D Manual, Govt. of India, Department of Supply
(Effective from 1st October 1999)

1. GOVERNING LAWS IN PURCHASES:

There is no separate law governing public buying. Therefore, all purchases made and contracts entered into therefore by the CSPO/HOD'S/Departments are governed by the Sales of Goods Act, 1939 and the Indian Contract Act, 1872.

2. GENERAL GUIDELINES FOR ENTERING INTO CONTRACTS.

While the various aspects of contract management in the CSPO are discussed in the respective subject chapters, the following general guidelines for entering into contracts is to be adopted by CSPO, HOD'S & Departments.

- a. Save in exceptional circumstances, no work of any kind should be commenced without prior execution of contract documents. Even in cases where a formal written contract is not made, no order for supplies etc. should be placed without at least written agreement as to the price.
- b. The terms of a contract must be precise and definite and there must be no room for ambiguity or mis-construction therefore.
- c. No contract involving an uncertain or indefinite liability or any conditions of an unusual character should be entered into without the previous consent of the S.P.C.
- d. Subject to adequate prior scrutiny of terms, general or special, if any, standard forms of contracts should be adopted, wherever possible. The alternatives used in the standard forms, which are not applicable, should be invariably scored out in consultation with the Industries & Mines Department.
- e. In cases where standard forms of contracts are not used, legal and financial advice should be taken in drafting the contracts and before they are finally entered into.
- f. The terms of a contract once entered into should not be materially varied without the previous consent of the authority competent to enter into the contract as so varied. No payments to contractor by way of compensation or otherwise, outside the strict terms of the contract on in excess of the contract rates may be authorized without the previous approval of the competent authority.

- g. No relaxation of specifications agreed upon in a contract or relaxation of the terms of an agreement entered into by Government should be made without proper examination of the financial effect involved in such relaxation. The interest of the public exchequer should be taken due care of before agreeing to any relaxation of agreement or contract.
- h. In selecting the tender to be accepted, the financial status of the individuals and firms tendering must be taken into consideration in addition to all other relevant factors.
- i. Before entering into a contract or an agreement, all pros and cons should be considered and validity of contractual documents should be ensured. Effective administrative machinery should also be set up to keep a vigil on the performance of parties concerned.
- j. Provision must be made in contracts for safeguarding Government property entrusted to a contractor and the recovery of hire charges, if any, therefore.
- k. When a contract is likely to endure for a long period or where the contract provides for a clear schedule for the fulfillment of the various stages of the contract, it should include a provision for unconditional power of revocation or cancellation at the discretion of the government at any time on the expiry of reasonable notice to that effect. The period of notice should not normally be longer than 6 months.
- l. All contracts should have a provision for recovery of liquidated damages for defaults on the part of the contractor, unless there are any special instructions issued by the competent authority. The terms of contract for the purchase of a perishable stores should invariably include a (separate) Warranty Clause.
- m. It should be ensured that in all contracts where a warranty clause is included, the position regarding delivery of goods in replacement of rejected ones is made clear beyond doubt by adding the words "Free of cost at the ultimate destination" after the words "by the purchaser" in the penultimate sentence of the said clause is not in consistent with the other conditions of the contract.
- n. A schedule of quantities with their issue rates of such materials, which are supplied departmentally, and are used in the contract work, should form an essential part of the contract. It should also contain an escalation clause pertaining to rates of such materials the prices of which are controlled by Government and which the contractor arranges himself, so that Government may get the benefit of any saving in the quantities of the material actually used in execution.

- o. The question whether any sales tax, purchase tax, octroi and terminal taxes and other local taxes and duties are to be paid and if so, by which party, should be settled and cleared up before entering into any contract, involving transfer of movable property, whatever its nature.
- p. All contracts for purchase involving import of materials from abroad should as a rule provide for purchases on F.O.B. basis and similarly all sales contracts involving transport of materials from India to other countries should be entered into on C.I.F. basis.
- q. Provided that a departure from the procedure prescribed above may be with the prior concurrence of the Ministry of Surface Transport.
- r. No work should be done under an agreement/contract beyond the date of expiry of its tenure. Wherever it is considered that the work has to be continued beyond the date of expiry of the tender timely action should be taken for renewing the contract/agreement for the further period required, after a suitable review of the provisions of the old agreement/contract to see whether any modifications therein are required.
- s. Where escalation in respect of labour, overheads, customs duties, freight etc. is provided for in a contract, the basis for the calculation of the same should be clearly indicated.
- t. **'Cost Plus' contracts** should be avoided except where they are inevitable.
- u. **'Lump sum' contracts** should not be entered into except in cases of absolute necessity. Whenever such contracts are entered into, all possible safeguards to protect the interest of Government should invariably be provided for in the conditions of the contract.

CHAPTER-5

REGISTRATION OF FIRMS

1. Purpose of Registration.

C.S.P.O. registers suppliers in the following three categories to have a ready list of firms who are approved after detailed scrutiny as reliable supplier for various products. The registration certificate issued by CSPO as an approved Supplier will be binding to all HOD'S/Departments.

2. Categories of Registration.

Firms are entitled to get registration as

- a. Manufacturers.
- b. Manufacturers' Agent and
- c. Stockists.

3. Authority competent to issue Registration Certificate.

- a. For the manufacturing units/Manufacturers' Agents/Firms/Stockists situated in the State of Gujarat, the General Manager of District Industries Centre in whose district the firm is located has powers for registration.
- b. For the manufacturing units/manufacturers' Agents/firms/stockists outside the State the Central Stores Purchase Organization has powers for registration.

Application Forms.

To get the registration, firms other than State SSI Units have to apply in prescribed form, which can be had from any of DICs or CSPO on payment of Rs. 100/- by Postal Order. The application is to be submitted to the Registering Authority in duplicate and should be accompanied by the following documents.

a. General (applicable to all).

- 1) Certified copy of valid income tax clearance certificate from competent authority.
- 2) Certified copy of Partnership Deed (if applicable).
- 3) Letter of Power of Attorney in favour of the person who would deal with CSPO.
- 4) Certified copy of registration with the DGS&D and/or NSIC (if applicable).
- 5) Names and addresses of sister concerns.
- 6) Sales Tax Registration No.

- 7) Constitution of the applicant firm i.e. Proprietary, Partnership, Private or Public Ltd. Concern with names and addresses of Proprietor/Partners/Directors.
- 8) List of A/Ts received from the CSPO during the last three years. (if applicable).
- 9) Details about sales for the last three years.
- 10)Memorandum of Articles of Association (if applicable).
- 11)Certificate of incorporation (if applicable).
- 12)Balance sheet and profit and loss account for the last 3 years.

b) Manufacturers (in addition to (a)).

- 1) A certified true copy of the SSI Registration Certificate.
- 2) Ownership documents in respects of factory and machinery installed therein (details including value). In cases of State Registered SSI Units this is not necessary.
- 3) No. and date of licence obtained under the Factory Act.
- 4) Copy of other relevant licences as applicable (such as Drug Licence etc.)

c) Manufacturer's Agent (in addition to (a)).

- i. Letter from the manufacturer for agency/ dealership for at least 3 years and relevant authority letter for participation in purchase programme (i.e. agent shall only participate and not manufacturer).

d) Stockist (in addition to (a))

- i. Details of stock held and value there have for last 3 years.

4. Deposit:

Alongwith the application form registration deposit of Rs.5000/- should be given in any of the following forms.

- 1) Demand draft on any scheduled local bank.
- 2) Treasury Receipts.
- 3) Post Office Saving Bank Pass Book.
- 4) Government Promissory Notes/Securities.
- 5) National Saving Certificates.
- 6) Municipal Debentures.
- 7) Port Trust Bonds.
- 8) Bank Guarantee for a period of three years in prescribed form of B.G. from Nationalized Banks only.
- 9) Call Deposit, Fixed Deposit Receipts from the Local Nationalised Banks.
- 10)Bank Guarantee from ICICI Bank & HDFC Bank can be accepted.

However SSI units and firms registered with DGS&D/NSIC are exempted from giving the registration Deposit.

In the event of cancellation of registration or withdrawal of registration; registration deposit should be refunded after obtaining no objection certificate from C.S.P.O and other concerned officer.

5) Classification of items for registration.

There are 18 Groups into which the stores are classified. In the registration certificate the Group number and name of item with production capacity is to be mentioned clearly.

6) Processing of application.

On receipt of the application in prescribed form it should be scrutinized thoroughly. If details given by the applicant are found incomplete or evasive application should be returned straightway by assigning reasons. In other cases following procedure should be carried out.

- i) Site inspection:- An inspection report should be called for about the firms factory/workshop/godown in order to ascertain their capacity and capability as manufacturer, manufacturer's agent or stockists in the prescribed form.
- ii) **Bank Report:** A confidential report should be obtained from the firm's bankers regarding the financial standing, business integrity etc., of the firm.

7) Norms for granting registration.

- i) Registration should be given to those firms, which have good market reputation, sound financial standing, and positive Bank report and business integrity.
- ii) Firm should have independent establishment or shop and/or godown as required.
- iii) Stockists should have a minimum stock of Rs.15, 000/- at a time and minimum sale of Rs.50,000/- for the financial year for the subjects item.
- iv) Agents of manufacturer should be registered on the basis of necessary agency agreement for atleast 3 years.
- v) In case of firms registered with DGS&D/NSIC Registration should be given on the basis of application and DGS&D/NSIC registration certificate.

8) Registration Certificate.

Registration Certificate in prescribed proforma (Appendix -24). Should be issued with a copy to the CSPO.

9) Registration for additional items.

There is no prescribed application form for registration of additional items. Normally after six months after the registration, the firm can apply by an ordinary letter with details. A firm who has been awarded at least contract/s of Rs.50, 000/- for the subject item by the CSPO can obtain registration for that additional item. In case of stockists he has maintained minimum stock of Rs.15,000 for additional items, he should be given registration for that additional item. Prior to granting registration for additional item inspection report should be called for and if necessary fresh bank report may be called for to assess the firm's capacity for additional items. Wherever registration is to be given on the basis of past performance with C.S.P.O opinion of the CSPO should be obtained.

10) Renewal of Registration.

Registration is to be given for a period of three years unless it reviewed at an earlier date for any special reasons. The procedure for obtaining renewal is the same as required for initial registration. The registered firm has to apply for renewal of their registration 3 months before the expiry date in the prescribed form mentioned at 3 above. Firms who fail to do so in time should be issued a formal notice for submitting their application for renewal within prescribed time limit of 15 days. For renewal the opinion of the CSPO and other concerned offices regarding past performance should be obtained. Renewal fee Rs. 500/- to be charged from the firm. The amount of Renewal fee is to be paid by the firm in Treasury Challan only, which is not refundable.

11. Cancellation of Registration.

C.S.P.O Registration can be cancelled by the Issuing Authority although registration is normally for 3 years. It can be cancelled on the following grounds after giving a reasonable opportunity to the party for explanation.

- 1) On instructions of the CSPO or concerned office.
- 2) If the firm fails to furnish Income Tax Clearance Certificate as required.
- 3) On cancellation of SSI Registration.
- 4) If the firm is declared bankrupt or insolvent.
- 5) If the firm has been running into loss for two consequent years any time after obtaining initial registration.
- 6) If the firm is debarred by GOG or GOI.
- 7) If fails to credit the extra expenditure that Govt. has incurred in the risk purchase act if any.

12) **Change in name, address and constitution of firms.**

Suitable changes in name, address and constitution of the firm should be made after verifying genuineness of the change and obtaining the list of outstanding A/Ts placed on the firm on old name, address etc. by the CSPO. Opinion of the CSPO should be obtained prior to making any changes whatsoever, particularly with reference to outstanding A/Ts. In case of change in constitution financial position of the newly constituted firm should also be examined.

13)a In order to have complete information with the CSPO the DICs will furnish every month the list of Industries and firms registered for participating in Govt. Purchase Programme. This information should be furnished latest by 10th of every month to the CSPO.

b. The CSPO will furnish every month to DICs the list of the Small Scale Units and firms deregistered or blacklisted.

c. The DICs should ensure that manufacturing units/firms, which are blacklisted, by the CSPO or Govt. do not get fresh registration from the DICs. For the same unit/firm more than one DIC should not give registration. It is therefore, necessary that for manufacturing unit registration should be given by that DIC where units carry out actual manufacturing activity, and in case of firms the place of registered main/head office should be taken into consideration. Thus locational aspect should be seen. Names of black listed/debarred units/firms should be treated as most confidential.

14. **Appeal:** In case of dispute or interpretation as appeal/reference can be made to the Additional Industries Commissioner (SP) and his decision shall be final.

15. With a view to encourage the Small Scale Industries right from their inception, it has been decided to amalgamate the Central Stores Purchase Organization, Registration with the SSI permanent Registration Form. Since most of the information covered is almost the same, it has been possible to do away with a separate CSPO Registration. Any State SSI Unit applying for permanent registration will be automatically given the CSPO Registration for the relevant group or groups also. This has been primarily done to take care of marketing difficulties, which the SSI Units face at its inception.

16. Maintenance of lists.

The following lists should be maintained by CSPO.

- 1) List of registered suppliers & DICs indicating the stores for which they are registered should be prepared showing group and sub-groups clearly.
- 2) List of stores indicating the suppliers registered for each items.
- 3) Firms removed from the approved lists.
- 4) Firms who have failed to execute orders satisfactorily.

CHAPTER-6

Purchase of Stores:

1. Indent:-

A prescribed form in which an indenter places its demand to the CSPO/HOD's/Depts. is known as Indent.

2. Local purchase power:

All Departments are authorized to purchase their requirement upto Rs.20, 000/- in value per item per year as per powers delegated to them. Purchases beyond this value are to be processed and finalized as per Government of Gujarat, Industries & Mines Department Resolution No.SPO/102002/UOR//24/CH dated 28.1.2003.

Items, for which rate or running contracts have been, entered into by the DGS&D or CSPO. The same can be operated upon by the HOD'S within the prescribed limit.

However, in case there are two or more rate or running contracts entered into by the above mentioned authorities and the D.D.O. wish to operate upon the rate or running contract those less favourable to Government. Order's of Govt. should be obtained by making reference to the Administrative Department which will issue necessary orders in consultation with the I & M Department.

3. Financial Arrangements:

It is a primary responsibility of the indenting authority to ensure that the necessary financial sanction of the competent authority is obtained before placing an indent to the CSPO or HOD'S/Depts. The CSPO or HOD'S/Depts. should also verify about proper financial provision. No indent should be sent to HOD's/Depts. unless:-

- i) The expenditure involved in the purchase including estimated cost of freight and other incidental charges have been sanctioned by the competent authority.
- ii) Funds are available to meet the expenditure under proper head in the sanctioned budget allotment of the indenting department.

4. Form of Indent:

All indents to be placed to CSPO or HOD's/Depts. shall be prepared and submitted (in triplicate) in the standard Indent Form. It is the responsibility of the indenter to ensure that the indent submitted to CSPO or HOD's/Depts. are complete in all respect viz.

- i. Description of stores should be as per latest amendments of BIS specification and ISI No. with variety or grade should be indicated clearly in the indent. In case, the indenter desires to purchase goods bearing BIS Mark/quality mark the same should be clearly specified and a xerox copy of the ISI booklet should be attached with it.

- ii. If ISI specification is not there, than a general specification should be drawn and the name of the company must be indicated from which the specifications are drawn and no indentors should mention the exact specification of the catalogue of any private firms.
- iii. If DGS&D/CSPO rate contracts are there for the particular item for the same specification, it should be clearly mentioned.
- iv. All dimensions must be in metric system only.

All other relevant information asked in indent form – like drawings, quality, Exact quantity tender sample wherever necessary, name of the consignee, list of likely suppliers, estimated cost, and delivery period etc. must be mentioned specifically. Before taking procurement – action, the purchase officer in CSPO or HOD's/Deptts. should also scrutinize the indent interalia the delivery period stipulated therein, and if it is found to be unrealistic, he should bring it to the notice of the identor simultaneously giving him a clear indication of the probable time within which the supplies can be arranged.

5. **Type of Indents:**

There are two types of Indents in respect of Government Purchases.

- 1) Annual or Normal indents.
- 2) Emergency Indents.

Annual or Normal indents which are processed and finalized within 16 weeks and Emergency indents which are processed under Emergency procedure. In Normal indents, Heads of departments are expected to consolidate the annual requirements of all their subordinate offices before finalizing the requirement.

- 6. All normal indents should be placed within the time limit laid down in Government Resolution, Industries and Co-operation Department No.SPO-2258/IND II, dated 25th September 1958 (Appendix-I). The Central Stores Purchase Organization and HOD's/Deptts. will however, continue to receive indents throughout the year, i.e. even after 31st December provided items of stores under such indents can be had from ready stock and payment can be made after 31st March, or the indenting Department certifies that the Administrative Department has made necessary budget provision for the amount to be paid next year and takes full responsibility for payment.
- 7. In cases where, it is not possible to complete delivery before the end of the financial year, at present, the Indenting Department has to obtain revalidation of sanction for the purchase of stores through its Administrative Department in consultation with Finance Department. To avoid delays, the Administrative Department is empowered to revalidate the proposal. Without reference to Finance Department and such revalidation should be issued immediately after budget provision has been made in the next financial year.

8. Special Conditions to be taken into considerations while sending their requirements/indents to HOD's.

Indenter should indicate in his indent any other special conditions to be incorporated in the Tender Enquiry such as installation of the machinery, demonstration of the machinery, requirement of after sales service & spares. List of other purchasers to whom the item is sold by the tenderer, past performance, Test Certificate from particular Test House, packing condition etc.

9. Indent Sample:

If the specifications provided in the indent are not in detail or are not adequate to give clear idea about the exact requirement of the indenter, the indenter should submit "Indent Sample" duly sealed and signed alongwith the indent for exhibiting the same to the tenderers.

10. Procurement of Imported Materials:

In case of Indent for the purchase of imported material, the indenter should specify whether he would provide the Import Licence. So that CSPO/HOD's/Deptts. can float Tender Enquiry accordingly. In case he needs any assistance for obtaining Import licence or to know the existing policy and procedure he should consult the office of the Director General of Foreign Trade.

11. List of probable suppliers:

CSPO/HOD's/Deptts. maintain list of Probable Supplier's. However, it is necessary to provide a list of probable suppliers in the indent itself with a view to get maximum response to the Tender Enquiry.

12. The Indenter's should also take the cognigence of instructions circulated by Government in IMPD circular No..PAC/1181/1221/Ch dated 8th November 1981(Appendix-3) and circular No.SPO/1091/4473/Ch dated 28.1.92 (Appendix-5) before placement of indents to CSPO or HOD's/Deptts. They should also see that the indents sent to CSPO or HOD's/Deptts. should be complete in all respects.

13. The Additional Industries Commissioner (SP) or HOD's/Deptts. should periodically hold meeting with representative/Liaison Officer of Indenting Departments not below the rank of Deputy Director and personally discuss with him the pending idents with a view to see that whatever deficiencies are in the indent, are resolved and necessary compliances are made so that no time is unnecessarily lost in correspondence.

CHAPTER-7

Scrutiny of Indent, Issue of Tender Enquiry and Opening of Tender

1. Scrutiny of Indent by Indent Section.

- a) All Indents placed on CSPO/HOD's/Deptts. will be received in the indent Section. Indent Section should scrutinize it, particularly with regard to points such as availability of funds, realistic delivery period, and availability of import licence where necessary, Proprietary Certificate if necessary Specifications, tender sample where necessary, estimated cost etc. or any other deficiencies requiring clarifications in the absence of which further procurement action cannot be taken by purchase section. In nutshell, the indent Section should ensure that the indents passed on to the Purchase Section, for procurement actions are complete in all respect. Simultaneously, the concerned indenter should also be informed about the allocation of indent number.
- b) In case where a reference has to be made to the Indenter for provision of additional funds. Import licence, relaxation in specifications etc., adequate time should be given to him for a reply, making it known to him that if he fails to reply by the targeted date his indent is liable to be treated as cancelled. Effective date of the Indent will be the date of compliance by indenter.

2. Scrutiny of Indent by Purchase Section.

- a) The purchasing section and base Officer is expected to complete the following procedure for processing the indent and finalizing the tender enquiry.
 - i. Scrutiny of indent received specifically with reference to the specification, reasonability of the delivery period tender sample if asked for and estimated cost etc.
 - ii. Bulking of indents received from the different indentors for the same item of the same specifications.
 - iii. Checking the possibility of Repeat Order.

2.b. Repeat Order.

Repeat Order may be placed against a previous order recently placed provided –

- (i) The repeat order be placed within 3 months of the previous order initially placed.
- (ii) The quantity of the order issued earlier is equal to or more than quantity proposed to be purchased in the form of repeat order.
- (iii) There is no obvious market fluctuations in terms of price, Product Quality or Technological upgradation as per the assessment certificate of Indenting Department

- (iv) The original order was not placed to take care of emergency requirements.
- (v) The reinvitation of tender will consume an unduly long time.
- (vi) The CSPO or DPC's can place repeat order if an indent is received for an item for which an order has been placed earlier and in which the above conditions are fulfilled, even though the indenting officer/departments has not requested for placing a Repeat Order.
- (vii) In special circumstances where above conditions are not fulfilled and if the repeat order is required to be placed without floating the tender enquiry, it should be done only with the prior approval of SPC.
- (viii) When R.O. is placed for additional quantity/additional SD should be called for in relation to additional value of R.O.

3. Preparation of Tender Enquiry.

The tender enquiry consists of the price tender form and the "Invitation to Tender and Instructions to Tenderers". Each of the terms and conditions contained in the tender documents are important and has to be drafted very carefully since the offers received will be directly connected with the terms and conditions. If there is any defect then it would be difficult to correct it subsequently except perhaps through a new tender enquiry. The tender enquiry should, therefore, be prepared with utmost care setting out in clear and precise words the requirements of purchase with regards to the quality, quantity of the demand, specifications/drawing the name of consignee, the destination where the stores are to be dispatched and any other information which may be helpful to the tenderer in submission of a comprehensive offer. Invariably, while issuing the tender enquiry, a checklist prepared for the purpose should be taken into account, so as to avoid any omission or complications at a later stage (see Appendix-12)

4. Validity of offers

In each tender a date has to be specified upto, which the tenderers should be asked to keep their offers valid for acceptance. The date so fixed should be as realistic and normally 3 months from the date of opening of Technical Bid and one month in the case of Emergency Tenders.

5. Estimated cost:

As per estimated cost mentioned by indenter in the indent the price of the "Tender Form" for general purchase and emergency purchase is to be fixed as under or as and when revised by Industries & Mines Department. The amount of EMD may also be fixed on the estimated cost mentioned by the indenter in the indent. EMD is to be fixed equivalent to 3% of the estimated cost. In case of R/C it is to be calculated on the previous year purchase amount.

Sr.No.	Estimated Cost of the tender	Amount of Tender Fee in Rs.
1.	Upto 10 lakhs	500
2.	Above 10 lakhs to 50 lakhs	1000
3.	Above 50 lakhs to 1 crore	2000
4.	Above 1 crore	5000

6. Two Bid three cover systems:

After scrutiny of indent CSPO/HOD's/Deptts. will issue T/E and invite tenders in three sealed covers separately namely (1) EMD cover (2) Technical Bid Cover and (3) Commercial Bid cover.

6(a) EMD cover

The firms registered under Small Scale Industries of Gujarat State and holding subsequent registration with CSPO/NSIC/DGS&D registration certificates for the item under tender will be eligible for exemption from payment of EMD. On submission of attested copies of their SSI & CSPO/NSIC/DGS&D registration certificates in EMD cover. Small Dealers /firms registered with CSPO and other National Institution offer the Stores manufactured by SSI unit of Gujarat State and submit the valid letter of authority of that SSI unit is also exempted from payment of EMD. Participants not covered under these categories shall have to pay EMD compulsory as prescribed failing which the tender will be treated as rejected one at the time of Technical Bid as well as Commercial Bid. Any basic document with regard to EMD will not be acceptable after closing time of tender.

6(b) Technical Bid Cover:

- (i) Technical Bid Cover should contain original copy of Price Tender Form including ITIT alongwith attested copies of GST and CST Registration Certificates & other certified documents as per Check List.
- (ii) The details of turnover of Tenderer for last 2 years. The turnover of any year among the last two years should not be less than 50% of the value of the stores under T/E.
- (iii) The details of constitution of the firm, names & addresses of the Proprietors/Partner's/Directors and also details of sister concerns if any.
- (iv) Any other documents required in T/E.

6(c) Commercial Bid Cover

- i. Commercial Bid cover should contain only rates/prices of items with or without taxes alongwith Tax Declaration Certificate duly filled in and signed.

7. Advertisement in Newspapers:

All tender inquiries for stores costing Rs.1, 00,000/- and above shall be published in the leading English/Gujarati Newspaper selected by CSPO/HOD's/Deptts. having wide publicity may be arranged through the Commissioner of Information. The tender inquiries for stores costing less than Rs. 1,00,000/- may be sent to the parties on the approved list of CSPO/HOD's/Deptts. The following information should invariably be included in the advertisement for the guidance of tenderers.

- a. The name and full address of the office where the tender sets are available for sale.
- b. The price of the tender set.
- c. The last date, time and place for the receipt of tenders and opening of the tenders.
- d. Designation of the Officer and the place where the indent sample if applicable is kept for the guidance of tenderers. Advertisement must be short in size and it must be mentioned in the advertisement that more details will be available on web site No. www.cspogujarat.gov.in of CSPO & No. www.gujaratinformation.net of the commissioner of Information.

8.A. A specimen copy of T/E should invariably be sent to all contractors registered for the relevant group with the CSPO.

B. A minimum period of 3 weeks has to be given for tenderers to quote.

C. Tender notices and subsequent tender modification notices should be displayed on the Notice Board simultaneously with the issue of advertisement in the newspapers. Copies of the tender notice should be sent to all the District Industries Centres for display on their notice board and to indenting officer for verification. Copies of the tender notice should also be invariably endorsed to the Liaison Officers of the National Small Industries Corporation at New Delhi, Mumbai, Kolkata, Chennai and Kanpur.

9. Issue of tender forms on payment:

Purchase Section should send sufficient No. of tender sets to the tender selling clerk serially no. and signed by the concerned officer. Tender Selling Clerk should keep this priced tender form for sale to tenderers during the prescribed timings. Tender Forms are to be sold against cash. Tender Forms can also be supplied against Money Order with postage charge Rs.50/- received before closing time of selling of tender forms. In such case Tender selling clerk should accept the M.O. and post priced tender form within 24 Hours. No other modes of payment are acceptable. The amount so received should be credited in the Account Section daily. While selling the tender forms tender clerk should invariably write name of the purchaser on the Priced Tender Form sold. The priced Tender Form is not transferable. After closing date of sale of Priced Tender Form,

he should furnish the list of the Purchaser to which the tender forms have been sold to Purchase Section.

Unsold sets of tender form should not be returned to Purchase section but should be returned to the Co-ordination Branch or any officer mentioned by HOD/Deptt. who would subsequently destroy them.

10. Receipt, Safe Custody & Distribution of Tender.

- (a) Tenders delivered by hand are to be deposited in the tender box. The tender box will be closed at 1.30 p.m. on the day of tender opening.
- (b) All tenders received by post earlier than closing date will be accepted and inwards by the Inward Branch. The branch will daily sort out all tenders from the post immediately on receipt of them and handover to the Tender Opening Clerk everyday. The Tender Opening Clerk shall enter them into the tender Register and hand over the tenders' everyday to Industries Officer (Co-ord) or any officer authorized by HOD's/Depts. for safe custody.
- (c) On the day of closing of tender all the tenders received in Inward Section by post should be handed over to Tender Opening Clerk upto the closing time of the tender. The tenders received in tender box upto the closing time of the tender should be brought out from the tender box and tender box are sealed in a manner that no tender can be dropped in a tender box till opening time of the tenders. The tenders so brought out from the tender box should be inwards and handover to the Tender Opening Clerk immediately.
- (d) Tender received by post in cover which do not bear any tender number and/or other marking to show that a tender is enclosed therein as provided in the instruction to the tenderer. The officer opening such tenders as well as the I.O.(c) will open the cover and the tender documents. (Two officers of HODs/Depts not dealing with the purchase work). The tender including the cover should they be put in a new cover closed and sealed. Necessary particulars (viz. tender no. & date of opening) should be superscribed on this new cover and signed by both the officers and sent for entering into the register for opening purposes to Tender Opening Clerk.
- (e) Unmarked tenders from the tender box will be dealt with in the same manner as stated above.
- (f) In such cases where firms enclose more than one tender in one cover and the cover is unmarked to show that it contains a tender, the officer opening the covers and immediately close each tender in a separate cover and seal the same. Necessary particulars such as tender No. & date of opening should be noted on the cover

under the signature of tender opening officer and Industries Officer (Co-ordi). (Two officers of HOD/Deott. Not dealing with the purchase work).

(g) The I.O.(C) or any officer authorized by HOD's will be responsible for care, custody and distribution of tenders. The tender box should always be kept locked. Tenders and modifications thereof submitted by the tenderers or their agents by personal delivery after the latest hour for receipt of the tenders shall be accepted by the Registry branch as a late tender. The Official receiving such covers must put his initials on the cover indicating clearly the time and date of receipt and ensure its delivery to I.O.(C) or any officer authorized by HOD's immediately on its receipt.

11. Postponement of opening of tenders:

Normally request for postponement of opening of tenders should not be considered. However, in specific cases requests for postponement of opening date of tender received from the tenderers or other applicants should be decided on the merits of each case by the Additional Industries Commissioner (SP) or HOD/Depts. The decision should be communicated to the applicant/s well in advance of the original date of opening. Whenever, it is considered necessary to postpone the opening date of tender/quick decision must be taken and it shall be communicated to tenderers who have purchased tenders sets atleast 10 days before the fresh date fixed for the opening.

12. Tender Opening: (Technical Bid or Commercial Bid)

A.: (General)

All tenders, as a rule should be opened at the scheduled time in the presence of one representative of each of the tenderers if present. The tender opening Officer should be other than the Officer dealing with the said purchase. The Officer opening the tender should verify that only one authorized representative of the firm which have actually submitted the tenders, is present at the tender opening. Unauthorized representatives or representative of firms, which have not submitted tenders, should not be allowed. The representative of NSIC may however be allowed. The tender opening Officer before opening the tender will prepare a list of representative present at the opening of tenders in prescribed form and obtain their signatures on the same. The list will be signed with date by him and kept alongwith the tenders.

12. B. OPENING OF TECHNICAL BID

At the first instance Tender Opening Officer will open and scrutinize the EMD cover. In following situation the tender shall be liable to be rejected at the time of opening of EMD cover.

- a. If required EMD amount is not paid.
- b. If EMD is not paid in the prescribed form as required in T.E.
- c. Documents for claiming exemption are not enclosed.

The opening officer will inform the tenderers any tender is to be rejected on this Ground. He shall have to obtain orders of authorized officer immediately for rejection the tender.

The tenders approved after opening of EMD Cover, shall be considered for Opening of Technical Bid. The tender opening officer shall open Technical Bid. The tender opening officer shall open Technical Bid in presence of authorized representative and read out the following particulars only from each tender opened by him for the information of the representatives attending the opening:

1. Tender No..& the Name of the tenderer.
2. Specification/ Article/Nomenclature of the stores.
3. Letter of Authority from Manufacturers
4. Delivery condition and period.
5. Extra conditions if any stipulated by the tenderer as distinguished from the terms of the tender
6. Details of sample submitted if applicable.

Each tender should be numbered serially, initialed and date on the front pages. Each page of schedule or letter attached to it should also be initiated with date particularly, the price, delivery period etc., should be circled and initialed, where erasing or over writing is done by tenderer the same may also be circled and initialed.

The tender opening officer should not allow the representative of the tenderers to handle the tenders.

In case of tender enquiry stipulating submission of samples alongwith the tenders, it may be checked whether all the tenderers have submitted samples, duly sealed and labled with details of enquiry, name of tenderer, sample no. if any and other particulars as may be necessary.

The CSPO or DPC's than scrutinize the Technical Bid as per procedure laid down for technical scrutiny. An opportunity to comply the deficiencies within 7 days from the date of Technical Bid opening provided vide GR No. SPO/1096/2907/Ch dt. 8.9.97 to the tenderer's has been withdrawn by the Govt. from the date of issuance of this Manual. Therefore No compliance should be allowed after opening of Technical Bid. The commercial Bid of successful tenderers' may be opened after communicating the date of opening to tenderes well in advance.

12.C.Commercial Bid Opening

The tender opening officer will follow the opening procedure and read out the price, taxes, any special conditions etc. in the presence of the representative of tenderers and after completion of opening procedure sent the commercial bids to purchase table for necessary scrutiny at their end.

13. Transfer of Original quotations to purchase tables.

The Tender Opening Clerk after opening of the Technical Bid shall separate out the Duplicate Quotations of Technical Bid and intact Commercial Bid. Then after he should transfer the original Technical Bid to respective Purchase Table for further process and duplicate copy of Technical Bid and intact Commercial Bid to DCI (SP) or any officer authorized by HOD's/Deptts. for safe custody. The same procedure should be adopted for commercial bid also.

CHAPTER-8

Scrutiny of tenders, preparation of comparative statement & Finalization of Tender

I. Scrutiny of Technical Bid.

The quotations received should be carefully examined. A Technical scrutiny may be done in the prescribed proforma (Appendix-14) the important parameters are as under:-

- (i) Whether the tenderer has purchased the priced tender form and signed accepting the conditions stated therein.
- (ii) (a) Whether the tenderer has paid prescribed Earnest Money Deposit with the tender and/or
(b) Whether the tenderer is holding valid PMT SSI Registration No. and valid Registration No.CSPO/DGS&D/NSIC under which the item of the tender enquiry falls.
- (iii) Whether the tenderer has confirmed the validity of quotation as asked for.
- (iv) Whether the tenderer has submitted tender samples as asked for with the quotation.
- (v) Whether the tenderer has submitted the quotation in duplicate.
- (vi) Whether the quotation is conditional and/or vague.
- (vii) Whether the tenderer has submitted latest Sales-tax clearance Certificate with the quotation.
- (viii) Whether the tenderer has submitted the original authority letter from manufacturer on his own letter head.

The Base Officer should submit preliminary scrutiny of Technical Bid to the competent Authority for approval with the specific reasons for acceptance and rejection of the each of the tender/offer. The Base Officer then carries out Technical Scrutiny of the samples jointly with Liaison Officer of Indenting Department of the valid tender's at Technical scrutiny level. In the case of samples requiring Laboratory tests, Dy. Commissioner of Industries (SP) or any officer authorized by HOD/Depts. may send them in adequate quantity to the approved laboratory with specific instructions after giving Code Nos. to each sample. This is to be kept confidential. Immediately after receipt of Laboratory report, the Base Officer shall carry out joint scrutiny of samples/test report with L.O. and will prepare a comparative statement for acceptance and rejection with showing reasons therein. Base Officer shall take approval of competent authority for opening of the Commercial Bid of successful tenderer's. Then after the tender opening officer will open the commercial bid in presence of the successful tenderers.

The Base Officer shall then prepare a comparative statement of rates in the prescribed proforma (Appendix-16) in an ascending order of the price and if required the opinion of an internal auditor may be sought.

The Base Officer shall then call the Liaison Officer of the Indenting Office for joint scrutiny of rates for reasonability and acceptability of offer.

2. Re-invitation of Tenders.

This contingency should be an exception rather than the rule. Re-invitation to tender can be justified only whether there has been material change in the basic specifications after receipt of tenders or where the offers received do not confirm to specifications in important respects or where prices quoted are unreasonably high or because of a sudden slump in prices. Re-invitation should be done on recommendation of L.O. on joint scrutiny and approval of Addl. Industries Commissioner (SP) or HOD.

3. Price Preference & Price Matching:-

In order to encourage small scale Industries and Cottage Industries to enable them to compete with large Scale Units. Such units are eligible for price preference as per State Government Policy as laid down by I & M G.R. No.SPO/1095/2636/(97)/Ch dated 23.9.1997 (Appendix-6) or as amended by I & M Department by time to time.

4. Extension of validity of offers.

Purchase Officers should decide the tenders as early as possible and latest within the original validity period of the tenders. They should curb the tendency of requesting the tenderers to extend the period of validity of offers in general and in particular in respect of specification and imported goods. This is of considerable importance, for apart from the delay, which would, invariably, occur in covering the demand, and thereby cause delay in the supply of stores by the consignee, there is also a risk of the firms refusing to accede to the request for extension or withdrawing the offer, which might lead to avoidable expenditure.

In cases, where extension of validity is unavoidable action should be taken well in time, recording the reasons for the same.

It is observed that many parties quote very short validity period of their offers. This sort of practice adopted by the parties puts Government in a very typical position and causes much inconvenience. In cases of ordinary purchase the minimum validity period of offers in respect of ordinary purchases should be three months and one month in respect of emergency purchase. Tender having of validity period less than the prescribed period should be rejected outright.

5. Duties of the Liaison Officer.

The duties of the Liaison Officers are as under:-

Liaison Officer must be in a position to take immediate decision on behalf of his department, at the time of joint scrutiny. The decisions regarding acceptance of offers, deviation in tender specifications, delivery terms, payment terms etc., must be taken by the L.O. on the spot. No negotiations on any account are to be made with the tenderers by the L.O. The Liaison Officer should consider the reasonableness of the rates offered. He is at liberty to reject the lower offers on the ground of specifications and longer delivery period than that specified in the tender enquiry and can opt to accept higher offers if he so desires subject to the approval of Secretaries' Purchased Committee. However for all such rejections he has to offer clear specific detailed reasons and not vague remarks such as "Not suitable or" "Not to specification" etc. While scrutinizing the tenders the Liaison Officer has to consider the taxes and terms of prices offered by the different tenderers. The price preference to SSI Units has also to be taken into account at the time of joint scrutiny. A proforma of scrutiny is at Appendix -15.

The Liaison Officer appointed by the Indenting Department should be an Officer of a senior rank and should remain in constant touch with the Purchase Organisation. The Indenting Departments should appoint fully qualified and experienced Liaison Officers capable and authorized to take decisions when called upon by the CSPO or any other purchase organization.

6. Post Tender Negotiations:-

Negotiations, after tenders have been opened, should be severely discouraged. Negotiation vitiates the sanctity of tender system & reduces the credibility of the purchase organization. Quality becomes the casualty. Unless some definite evidence is forthcoming to show the prices received are unreasonably high or there is tendency to obtain unreasonably higher prices by ring formation or on account of the lack of capacity, Negotiations should not be resorted to at all.

Post tender negotiations are normally not allowed. However if required in exceptional cases, it could be done with L1 only.

7. Acceptance of offer. The Industries Commissioner & CPO, DPC's, SDPC's are authorized to accept lowest acceptable officer (L1 officer only). The Industries Commissioner and Central Purchase Officer, DPCS/SDPCS/SPCS reserves the right to accept either the tender in full or part or divide the quantity amongst one or more tenderers. After the approval of purchase action, the Base Officer can directly issue Acceptance letter in favour of the successful tenderer. This formal letter of acceptance should indicate the terms and condition on which the tenderer's quotation is accepted, detailed specification of the article,

quantity of the articles, the rate per unit, delivery terms, total value of stores etc. The A/L should be issued within validity period and to be unconditional.

8.Intimation of Acceptance of Tender.

The contract is brought into existence upon communication of the acceptance, which must be within the validity period of the tender.

9.Placement of contracts subject to Security Deposit.

Contracts placed with firms subject to their depositing the necessary amount of security are invalid and therefore not legally enforceable. In case where security is to be taken from the firms, the relevant clause should be included in the Acceptance of tender asking supplier to deposit the amount of Security Deposit by a stipulated date not exceeding two weeks failing which the contract should be made liable to cancellation at the risk and expense of the supplier. If security deposit is not deposited the Base Officer should notify the Inspecting Officer concerned immediately about non deposit of the same on expiry of due date so that Inspecting Officer may not inspect the stores pending determination of contract. In such case E.M.D may be forfeited as per the terms of A/T.

10.Drafting of Contracts and actions thereafter.

Drafting of contract is the most important stage in the procurement process and the Base officer should always bear in mind the laid down checkpoints while approving the contract. Broadly the following aspects should be taken into consideration.

- (i) That the terms and conditions being incorporated are in conformity with the offer of the firm. The variations being incorporated should have been mutually agreed to.
- (ii) The delivery period stipulated should be in conformity with the offer.
- (iii) Arbitration Clause wherever necessary should be included.
- (iv) Price stipulated and worked out in the A/T should be carefully examined, whether those are firm or subject to any variation and in case any variation in price is asked for by the tenderer and approved by competent authority while approving purchase action. Standard variation clause should be added.
- (v) The contract should be signed for and on behalf of the appropriate authority.
- (vi) Whether the payment terms are standard payment terms and in conformity with the offer.
- (vii) The inspection authority is rightly stipulated in the contract.
- (viii) Clause for Inspection Charges, Place of inspection number of lots to be offered is in conformity with the offer.
- (ix) Dispatch instructions, consignee-wise/quantity-wise are clearly mentioned.

- (x) Insurance Clause and packing condition should be suitably incorporated.
- (xi) All A/T's should be specifically provided for subject to Gandhinagar jurisdiction only.
- (xii) In short, the columns in, the draft contract form should be carefully prepared to ensure that the contract is issued complete in all respects without leaving any room for doubt or avoidable correspondence at a subsequent stage.

11. Earnest Money Deposits.

Tenderer should pay alongwith the tender Earnest Money Deposit as mentioned in T.E. The Earnest Money shall be paid in the Treasury by original Challan by the tendering firms situated anywhere in Gujarat State. In case of tendering firms from outside Gujarat State EMD can be paid by a Demand Draft on any Nationalised Bank. EMD of not less than Rs. 5000/- under the B.G. Scheme of Nationalized Bank only will also be accepted provided the guarantee is valid for at least six months.

There are certain cases where EMD paid is less by a few rupees say instead of Rs. 2543/- the firm pay Rs. 2500/- Even in such cases, the offers should be rejected though difference is only nominal.

12. Security Deposit.

Security Deposit shall be demanded for due performance of the contract at a rate of 5% of the total value of the order, from the tendering firms which are not registered with CSPO/DGS&D and 3% total cost of the order from the tendering firms registered with either CSPO or DGS&D provided the order exceeds the limit of Rs.25000/-.

Security deposits from SSI units, Cottage Industries, and small entrepreneurs may be demanded as per G.R.No.I&M. SPO/1095/2636/97-Ch dated 23.9.97(Appendix-6).

Security deposit shall be accepted in any of the following forms:-

1. Demand Draft on any Scheduled or Nationalised Local Bank.
2. Treasury Receipts.
3. Government Promissory Notes/Securities.
4. National Saving Certificate.
5. Bank Guarantee valid upto the end of warranty Period from Nationalized Bank or ICICI Bank or HDFC Bank.
6. Call Deposits, fixed deposit receipts from the Scheduled Banks.

N.B. If S.D. is given by the firm in the form of B.G then the same should be confirmed with the issuing Bank immediately.

13. Sample.

The tender sample in case of the successful tenderer should be kept in the office of the purchase officer with endorsement as "Approved Sample". This sample is not to be returned to the tenderer. However, in the case of unsuccessful tenderers, the tender sample may be returned to the tenderers after obtaining their receipt. It should be made clear to the firms or the tenderers that the samples are likely to be damaged during Laboratory test/Practical Test and that they tenderer shall not complain about the same and no compensation will be paid to them. Approved sample should bear the seal and signature of the Base Officer and the Liaison Officer.

14. Agreement – Execution of ...

As provided in the Invitation to tender and instructions to tenderer (and as per relevant Clause of the Acceptance of tender the A/T holder) the successful tenderer has to enter into an agreement for due performance of contract. The same has to be signed before a First Class Magistrate or a Justice of Peace or any Gazetted Officer of issuing Office. The stamp duty to be affixed on the agreement at the place it is executed, the stamp being of the State in which the place of execution is located.

If the representative of the firm is a partnership firm, the certified copy of registered partnership deed must be attached alongwith the signature of other partners who have authorized the particular partner to execute the agreement.

If it is Private or Public Limited firm, the copy of the resolution authorizing the person to the execute the agreement passed by the Board of directors alongwith the company's seal, must be attached with the agreement. If the firm is a proprietary one then the proprietor himself should execute the agreement only and his full residential address must be available in the file.

The following practice may be followed in checking the Agreement.

- (a) Whether the agreement is being executed on an adequate adhesive stamp paper as stipulated in T.E.
- (b) Whether the security if any is duly paid as stipulated in agreement and that is meets with the stipulation under tender condition.
- (c) Whether the blanks (Blank Spaces) in the Agreement are duly and correctly filled in as required under various clauses.
- (d) Whether the representative of the contracting firm, signing the Agreement on behalf of the contracting firm is duly authorized to sign the agreement, if so, in what capacity.

After fulfilling the above criteria A/T may be issued.

15) Refund of Earnest Money Deposit/Security Deposit.

1. The Earnest Money deposit should be refunded within 15 days in the following circumstances.

- a. When the tender is rejected/ignored.
- b. The firm on whom the order has been placed, is exempted from furnishing the Security Deposit.
- c. The firm with whom the order has been placed, has paid the Security Deposit.
- d. When tender is reinvited/closed.

CHAPTER-9

RATE CONTRACT/RUNNING CONTRACTS

1. Rate Contract(R/C).

A rate contract is a contract for the supply of stores at specified rates during the period covered by the contract. No quantity is mentioned in the contract and the contractor is bound to accept any order, which may be placed upon him during the currency of contract at the rates specified therein.

2. Running contract (RG/C).

A running contract is a contract for the supply of specific quantity of stores at a specified price during a certain period. The approximate requirements of a number of indentors for the period in question are consolidated by the department. The contract provides that any of these indentors may demand his requirement at either direct from the firm or indent on the CSPO at any time or at specified period during the currency of the contract. In terms of the conditions governing these contracts, the purchaser has the right to take a certain quantity (usually 25%) over or below the approximate quantity mentioned in the contract. Drawal against these contracts should be carefully watched and the guaranteed quantity (usually 75% of the contractual quantity) taken up before the expiry of the contract.

3. Arrangement of Rate/Running Contract

When Rate or Running contracts should be arranged All stores of standard types other than those required in small quantities only, which are in common and regular demand, the price of which is not subject to appreciable market fluctuations, may be purchased on the basis of a Rate or Running Contracts which ever is most suited to the circumstances of each particular case.

Running Contracts

Running contracts are concluded on the basis of definite demands and guarantee of certain off take of major portion of the contractual quantity. They have therefore to be supported by indents for demands bearing certificate.

4.Period of currency:

The ordinary period of the currency of Rate of Running contracts should be limited to one year but in a special case, a shorter or longer period may be provided for. If it is proposed to enter into a contract for a longer period than one year the specific sanction of appropriate authority as per total purchase value should be obtained.

5.Security Deposit in case of R.C.

In case of Rate Contract for supply of goods it has been decided to take Rs. 10,000/- as a security vide Government Reso. SPO/1093/1110/Ch dated 2.7.93.

6. Stipulation of fall clause in R/C:

In order to safeguard against firms holding R/C selling stores on contract with them at rates cheaper than those included in the contract to parties who place order with them independent of the R/C held by them, undoing thereby the advantages of arranging such contracts the following "Falls Clause" should be incorporated in all rate contracts and invitations to tender for Rate Contract.

- a. "The price charged for the stores supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the stores of identical description to any other person during the period of the contract.
- b. If at any time, during the said period, the contractor reduces the sale price of such stores or sells such stores to any other person at a price lower than the price chargeable under the contract shall be forthwith notify such reduction or sale to the Industries Commissioner and C.P.O./Purchase Organisations and price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced. The above stipulation will not however apply to.
 - i. Exports by the contractor.
 - ii. Sale of goods as original equipment at price lower than the prices charged for normal replacement.
 - iii. Sale of goods such as drugs, which have expiry dates.

The contractor shall furnish certificate as and when and in this manner required by the Industries Commissioner & C.P.O. or Purchase Organisation to the effect that the Provisions of this clause have been duly complied with in respect of supplies made or billed for upto the date of the certificate. The clause if accepted by the contractor should be incorporated in the resulting contract.

Placement of contract without a fall clause would require the concurrence of the SPC.

7. Special Points to be kept in view when entering into Rate/Running Contract.

(A) Rate Contract.

(1)The item should be suitable for entering into a Rate Contract. The main criteria should be that the store is in repetitive demand and is of common-user type.

(2)As many items as possible should be brought into Rate Contracts so that the indentors can draw upon them without the formality of indents.

(3)The rates must be shown in figures as well as in words

(4)Rate contracts should be renewed in time and for this purpose Purchase Sections should draw up a timetable for conclusion of such contracts. Fixing of such contracts should also be properly

staggered throughout the year to avoid rush of work in any one month.

(5)The question as to whether such contracts should be entered into for a period of more than one year should be examined and where it is decided to enter into a contract for more than one year, the concurrence of SPC should be obtained.

(6)A 'Fall Clause' should be included in the Rate Contract. Cases where firms do not agree to 'Fall Clause' would require the concurrence of SPC, before acceptance of their offer.

(7)The location of stocks to be held by the contractor and the possibility/propriety of having two or more contracts, in order to provide for stocks being kept at various places and also to ensure continuity of supplies if one particular contractor fails should be carefully examined.

(8)The minimum amount (to the nearest thousand rupees) of the value of stores, which will be purchased from any contractor, must be stated in the tender enquiry and Rate Contract. The Principal indenter should be specifically requested to place orders for this amount with each of the Rate Contract holders.

(9)Based on market conditions prevailing at the time of conclusion of Rate/Running contracts recommendation should be given whether the Rate/Running Contract should be concluded for a period of one year or more.

10)Minimum limits either monetary or otherwise for individual supply orders depending upon the merit of the case, the nature of the stores should be fixed and incorporated in the Rate Contracts.

(11) In case of R/C as there is no fixed quantity of stores mentioned, it is not possible to work out total purchase value of R/C. In view of this purchase action in respect of R/C should be approved by Industries Commissioner & CPO and R/C should be signed by Addl. Industries Commissioner (SP) or any officer authorized by him.

(12) **Running Contract.**

1. The item should be suitable for entering into a Running Contract. The criteria for concluding a Running Contract should be that the store is of a special nature normally not of common user type and required by one or more indentors and that there are sufficient demands for which indents have been received.
2. As many items as possible should be brought into Running Contracts so that the indentors can draw their variable requirements without the formality of indents.
3. The rates must be shown in figures as well as in words.

8. Delivery period in Rate Contract and Supply Order.

Normally there is no mutually agreed delivery period in a Rate Contract and supplies are made by the Rate Contract holding firms against Supply Orders placed with them according to the circumstances of the case notwithstanding the delivery date stipulated therein. The delivery period unilaterally stipulated in the supply order is not binding on the suppliers.

9. Non levy of liquidated damages for delay in supplies Rate Contracts except when D/P has been specifically agreed upon.

No liquidated damages would be levied for supplies made by the contractors beyond the delivery period unilaterally stipulated in supply order. Where delivery dates as stipulated in the relevant supply orders have been expressly agreed to by the contractor in writing before placement of the relevant order on a reference from DDO/CSPO liquidated damages can be recovered from the contractor on account of delay in delivery period beyond the stipulated delivery date/dates, provided the Government has not in any way interfered with the Contractor's discretion to meet the said order by directing the contractor to give priority to some other supply order.

(a) In cases where indentors (D.D.Os) have placed a supply order direct against CSPO Rate Contract, and supplies do not materialize within a reasonable time, the DDO has the right to give the notice to the contractor fixing reasonable time for delivery of the goods and making time the essence of the contract. The notice should state that delivery within the time fixed shall be the essence of the contract and if the goods are not delivered within the period fixed (by notice) the undelivered goods shall be purchased at the risk and cost of the contractor.

(b) Extension in delivery period stipulated in supply order not essential. It is not necessary to extend the DP in the supply orders. If extensions are given, such extensions will be without reservation of right to recover liquidated damages unless specific provision to contrary are stipulated in the supply order as in the case of mutually agreed delivery period.

(c) Normally all Head of the Departments will be Direct Demanding Officers so far as C.S.P.O. Rate contract is concerned. The copy of the S.O. should be sent to CSPO invariably.

(d) Sometimes, even if some of the items are on DGS&D Rate contract taking into the urgency, CSPO, also enters into the Rate Contract for the same item. All other procedure

followed for fixing Acceptance of Tender (A/T) should be followed in the case of Rate Contract.

(e)In the DGS&D R/C's each R/C contains a list of DDOs. Though no Head of the Department can place requisition orders to the R/C holder directly. In such case S.O. should be placed through I.C & C.P.O only. When only IC & CPO is declared as a DDO then requisition order can be placed by IC & CPO. All Officers intending to place order on DGS&D R/C should send their indents to I.C. & C.P.O.

CHAPTER-10

IMPORTANT FACTORS RELATING TO PLACEMENT OF CONTRACTS.

1 Force Majeure Clause:-

The force majeure clause in the following form only should be included in such contracts where the supplier specifically insists on the provision of a force majeure clause and there is no alternative but to accept the same. This clause should not be incorporated in the invitation to tender but prior to acceptance of an offer in such a case the supplier should be asked to accept this clause as governing conditions of force majeure.

" If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lock-outs or acts of God (hereinafter referred to as "events"), provided notice of the happening of any such event is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respects of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Industries Commissioner & CPO or HOD/Deptts. as to whether the deliveries have been so resumed or not, shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may at its option terminate the contract PROVIDED also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the Industries Commissioner & C.P.O or HOD/Deptt. which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion there of is the purchaser may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain".

2. Purchasers liability to pay Sales Tax:

- (a) Sales Tax is a tax on the dealer and liability for the payment of Sales Tax in respect of supplies against contract placed by Industries Commissioner & CPO or HOD/Deptts. is that of the contractor. The incidence of Sales Tax paid or payable by the contractor cannot be passed on to the buyer, as a matter of course, but only in case where payment of Sales Tax in addition to the price of stores ordered is made a condition of the sale in the tender and the said condition is accepted by the buyer.

- (b) Sales Tax is payable on the contract price of the finished product and not on the value of the raw materials purchased by the contractor and used in the manufacture thereof.
- (c) The consignee will provide appropriate sales tax form, if it is provided in the contract.

3.Price Variation:

- (a) In certain cases, the tendering firms stipulate condition that their rates are subject to price variation due to statutory increase or other taxation measures, etc., affecting the price of the controlled raw materials, imported components/parts etc., used in the finished products. In such cases, it becomes difficult for the Purchase Organization to accept the conditional tenders resulting in considerable loss of time. With a view to overcome this difficulty the Industries Commissioner and Central Purchasing Officer or HODs/Deptts. is authorized to accept such conditional tenders laying down price variation due to change in taxation measures such as Sales tax, Octroi, Custom duty, Excise duty etc. Similarly statutory change in price of controlled commodity may be also accepted. The above is, however, subject to the condition that, a clause may be incorporated in the acceptance of tender stating precisely the circumstances under which variation in price shall be allowed and formula to be applied.
- (b) No variation in price shall be allowed in case of goods offered ex-stock.
- (c) The increase in price would also not be permissible where delivery period is within one month of the date of statutory increase.
- (d) If the tenderor has stipulated price variation clause in the tender in such case it may be inserted in the A/T invariably.

5. Date of delivery.

The date of delivery of the stores stipulated in the contract shall be deemed to be the essence of contract. It is necessary that definite date for supply of stores must be stipulated. In the contract, expressions, such as "Immediate," "Ex-stock" "As early as possible" should be avoided.

It is required that delivery must be completed by the agreed date. The contract comes to an end, by way of a breach, on the failure of the seller to deliver the goods by the agreed date; and the purchaser may refuse to take delivery of goods, if offered after the agreed delivery date.

Defination of Delivery Date:

Delivery date in respect of contracts placed by the HOD's/Deptts. shall be deemed to be as follows:

- a. **Local Delivery:** The date on which the delivery is actually affected to the consignee.

- b. **F.O.R Station of dispatch:** The date on which the goods are placed on rail i.e R.R. date, after inspection and acceptance by the inspecting officer, if relevant.
- c. **By Post Parcel:** The date of postal receipt.
- d. **Despatch by air:** The date of Air-way Bill.
- e. **F.O.R. Destination:** The date on which the goods reach the destination unless otherwise stated.
- f. **F.O.B:** The date on which the goods are put on board and ship/aircraft is the date of delivery i.e. Bill of Lading date.
- g. **C.I.F. Contract:** The date on which the stores actually arrived at Indian Port unless otherwise stated.

5, **Grace Period applicable to delivery date:**

Although the delivery period stipulated in contract is the essence of the contract, yet provision is made vide Govt. G.R.H & I.D. No.SPO/1064/329/(iii) C.I. dated. 21st May 1964, for acceptance of delivery affected within 21 days of the contract delivery period and not any extended date of delivery unless the schedule to the Acceptance of Tender specifically stipulates that such provision will not apply.

These provisions will not apply in respect of emergency purchases and where higher prices have been paid for earlier delivery.

In respect of such contracts, the Purchase Officer should specifically mention in the contract that this provision would not apply by inserting the clause in the schedule to acceptance of Tender.

Liquidated damages are not leviable in respect of supplies made within the grace period of 21 days where the contract provides for grace period. The extra expenditure the purchaser may have to incur on account of increase/fresh imposition of sales-tax/Excise/Custom duty etc. which takes place within the grace period of 21 days will also not be recoverable from the supplier. There is no necessity for extension of delivery period by the purchase officers in such case.

The grace period will only apply to the original contract delivery period and will not be applicable once Purchase Officer has granted an extension of delivery.

When the contract is for delivering the stores in installments and when the delivery period for each installment is fixed, the grace period of 21 days will apply to the delivery of each installment.

CHAPTER-11

Handling and Processing of Contracts.

1. The Acceptance of Tender should be dispatched under registered post with acknowledgement due only. If, however, the dispatch of the Acceptance of Tender is likely to result in delay and it is not possible to send it by registered post before expiry of the validity of the tenders. It should be sent under Certificate of Posting. Acknowledgement Form should invariably be enclosed with the Acceptance of Tender, and receipts of A/T signed by the firm should be obtained.

2. **Numbering of Amendment letters.**

In order to enable the recipient of amendment letters to check up whether all the amendments issued against a particular contract have been received or not distinct Serial Nos. should be given in addition to file No.(A/T No.) etc. e.g. first amendment letter should be marked 'Amendment-I', the second as 'Amendment-II' and so on.

3. **Acceptance/Rejection of stores by consignee after inspection and approval by Inspecting Officer specified in the Acceptance of Tender.**

As per the terms and conditions of the contract, the contractor is entirely responsible for the executions of the contract, in all respect in accordance with terms and conditions as specified in Acceptance of Tender. Any approval which the Inspecting Authority may have given in respect of the stores, material or other particulars of the work or workmanship involved in the contract shall not bind the purchaser and notwithstanding any approval or acceptance given by the Inspecting Authority it shall be lawful for the consignee of the stores on arrival at the destination, if it is found that the stores supplied by the contractor are not in conformity with the terms and conditions of the contract in all respects, to reject such stores. To exercise this right, consignee should undertake a check of stores immediately on receipt, both quantitatively and qualitatively.

It is essential that such right of rejection is exercised by the consignee within a reasonable time, but not later than 30 days depending upon the nature of the stores and the quantity involved and the contractor is notified of it simultaneously advising the purchase officer concerned, failing which it is likely that the rejection may not be legally tenable. In cases of such rejection by consignee copies of rejection letter should be sent to Inspecting Authority.

4. **Basic principles to be taken into account while considering request for extension of delivery period.**

In deciding request for extension of time, the Base Officer in cases where there is no downward trend in prices has to record the fact in the proposal for granting extension in delivery period IC&CPO or HOD are authorized to extend the delivery period upto 3 months beyond the contract delivery

period without consulting the Indenting Officer and without prejudice to penalty subject to grant being available and the stores being still required. The decision in such cases should be taken on the merit of each case depending on the price factor and reasonable prospects of supply within the extended period. Taking decision of such extension care should be taken to verify the security deposit is valid for the extended period.

Before extending the delivery period upto 3 months within the authority vested by the Government or for more than 3 months after obtaining concurrence from the Indenting Officer, care should be taken to see that whenever extension is given it should be verified whether there are any subsequent A/Ts already issued or are to be issued in the surrounding period or tenders are received for the items for which delivery period is required to be extended. If so, that latest price structure covered under the subsequent A/Ts or tender enquiries should be taken into consideration and if it is noticed that there is a downward trend or lower rates are received, the questions of giving extension of delivery period should be thoroughly studied taking into consideration the legalities and obligation on part of CSPO/HOD/Depts.. If there is no obligations and if there is a downward trend in price, the extension should not be given unless sufficient liquidated damages over and above penalty admissible as per rules are claimed and acceptable to defaulting contractors.

5. Liquidated damages.

The condition No. 10 (a) of the contract provide for damages for late delivery as liquidated damages. The Clause stipulates that in the event of late delivery of stores liquidated damages not exceeding ½% of the price of the stores which the firm have failed to deliver as aforesaid per week but subject to a maximum limit in the case of an order not exceeding Rs. 1 lakh in value of 10% and in case of an order exceeding Rs. 1 lakh in value of 5% of the stores including Sales Tax, General Tax, Excise duty, packing charges the purchaser is entitled to be recovered from the contractor by way of liquidated damages.

It should be noted that liquidated damages occur only in cases of delay in supplies. Where no supplies have been made under a contract, we can, upon cancellation of the contract or part thereof, as case may be, recover the damages occasioned thereby i.e. either recover the general damages or the extra expenditure incurred in risk purchase for computing of liquidated damages

6. Risk Purchase.

If the contractor fails to deliver the stores or any installment thereof within the period fixed for such delivery, the Government is entitled to re-purchase the stores not delivered at the risk and cost of the defaulting contractor. In the event of such repurchase, the defaulting contractor shall be liable for any loss which the Government may sustain on the account provided the purchase orders placed within 6 months from the date of such default.

7. Risk purchase to be on the identical terms and as the original contract.

Risk purchase contract should be on the same terms and apart from the delivery date as the original contract i.e. the goods should be of the same specification and liable to inspect by the same authority and the terms of payment, provision regarding liquidated damages, arbitration etc. should be the same. Where the original A/T provides for submission of sample by the firm for testing prior to bulk supply, a similar condition should also be incorporated in the risk purchase contract. The intention is that the terms of new contract should not be more onerous or more liberal than those of the original contract except extent of the time of supply i.e. much shorter time for supply of the stores would be permissible under the law provided of course a reasonable time is given. In the event of R/P. if stores of exact specification are not readily procurable then T/E. can be floated for a similar description of Stores with the approval of Competent Authority i.e. IC & CPO or DPC's/Depts.

8. Exclusion or defaulting firm from taking part in risk purchase tenders.

With a view to curbing malpractice by the defaulting firms the Industries Commissioner & CPO or HOD/Depts. are authorized by the Government to effect risk purchase by excluding the defaulting firm from the risk purchase tenders. Defaulting parties should not be allowed to quote again for the same item of stores. Tender form should also be modified suitably.

9. Recovery of extra expenditure incurred in risk Purchase.

Even though according to legal requirement the recovery of risk purchase loss could be effected only after materialization of supplies against the risk purchase contract a demand notice should be served on the defaulting firm as soon as the risk purchase agreement is entered into asking them to deposit the extra expenditure involved. Simultaneously action should also be taken to withhold payment if any, due to contractor against other contracts. In case where is not possible to withhold payment and the defaulting contractor challenges the recovery the contractor may refer the matter to arbitration or initiate legal proceedings. In case where it is not possible to recover the amounts by withholding payments or otherwise, arbitration/legal proceedings should be initiated in spite of the fact whether supplies against the risk purchase contract have materialized or not. Since the arbitration/legal proceedings are protected it may be that in most of the cases by the time evidences are produced. Supplies against the risk purchase contract might materialize and it may be possible to comply with the legal requirements. In cases where the risk purchase contract is not completed evidence in regard to market value of the stores on the date of breach be obtained and general damages claimed.

10. Recovery of risk purchase in cases where there is more than one default.

The cases are not uncommon where the second contractor (i.e. the one on whom the risk purchase contract is placed) also fails to supply the stores and where risk purchase has to be arranged on his account. To give an illustration, suppose we have entered into a contract with a contractor 'A' for supply of certain stores, 'A' fails to deliver the stores and risk purchase agreement is made with another contractor 'B' at a higher price. 'B' also fails and a fresh risk purchase agreement is made with a third contractor 'C' at a higher rate. 'C' supplies the stores. The question is as to what should be the quantum of damages to be recovered from 'A' and 'B' respectively. If the stores involved are of an ordinary commercial nature i.e. stores which are readily available in the market, we can legally recover from the contractor 'A' the difference between the rate at which the original contract was placed on him and the market rate on the date on which he committed the breach. So far as 'B' is concerned the actual extra expenditure incurred (i.e. the difference, between the rates of the contracts placed on 'B' and 'C' in risk purchase can be recovered. On the other hand, if the stores to be purchased are not of the ordinary commercial nature i.e. stores to be fabricated according to our specification etc. and which have no ready market), we are legally entitled to recover from 'A' the difference between the contract price on him and that of 'B' and from 'B' the difference between the contract price on 'B' and that of 'C'.

11. Institution of Arbitration/Legal Proceedings to effect recovery.

If recovery of extra expenditure incurred in risk purchase or the recovery of general damages cannot be effected within 3 months through normal action such as demand from firm, retrenchment from pending bills etc., the cases should be brought to the notice of Industries Commissioner and CPO/HOD's/Deptts. who should consider institution of legal/arbitration proceedings as per the provisions of A/T.

12. Forfeiture of Security Deposit in the event of Cancellation of Contract.

The entire security deposit taken for due performance of contract can be forfeited in the event of breach of contract by the contractor irrespective of the fact whether or not the Government have sustained any loss on account of such breach. Forfeiture of security deposit does not prejudice Government's right to make risk purchase and recover damages on account of such risk purchase. In Assessing the damages on account of such risk purchase credit must however be given for the security deposit forfeited as above. In other words –

- (i) If the security deposit is available it should be forfeited and only the difference between the security deposit and the actual loss sustained on account of risk purchase recovered from the defaulter. In the event the loss exceeds the security deposit the excess can be recovered from the contractor. The Government

cannot however recover the full loss and also in addition to forfeit the security deposit.

- (ii) If no security deposit is available the actual loss sustained on account of risk purchase or the general damages should be recovered.

13. Completion of Contracts:-

Both suppliers and purchasers are legally entitled to insist that they may be given an opportunity to supply or accept the exact quantity of stores stipulated in the contract. It, however, occurs occasionally that at the completion of the contract deliveries are either in excess or deficient of the contracted quantity by a small margin. Such excess or deficiencies in supply may result from any of the following reasons:-

- (a) When the total quantity ordered differs from the scope of normal trade packing;
- (b) Small rejections in normal quotas;
- (c) The manufacture of insufficient numbers;
- (d) The manufacture of small additional quantities to cover possible rejections etc.

In such cases insistence to make the contractor supply the exact quantity is likely to involve all concerned in avoidable correspondence for negligible quantities of small value. The following procedure should therefore be followed in such cases.

(i) Excess supply:

If tendered by the contractor may be accepted to a limit of 5% of the total value of the contract or Rs. 5000 whichever is less.

(ii) Short supply:

If the contractor so desires the order may be treated as completed, even though quantity supplied and accepted is deficient by 5% of the total value of the contract or Rs. 5000 whichever less is.

No reference to indentors is necessary for accepting excess or short supply within the aforesaid limits. Normally amendments of the Acceptance of Tender or Supply Order are also not necessary when the excess or short supply is within these limits, subject to the condition that as a result of these variations the purchasing power of the Purchase Officer is not exceeded. Payments will be made only for quantities actually delivered.

Amendments to contracts are also not necessary in cases where the value of the excess or short supply is within Rs. 100 irrespective of the percentage of excess or shortage on the total value of the orders.

14) 1.Refund of Security Deposit.

- a. On satisfactory completion of the contract, the security deposit will be refunded to the contractor/after twelve months from the date of delivery of inspected and accepted goods/stores supplied by them and on presentation of 'No demand certificate' issued by the concerned consignees.
 - b. In case of non-fulfillment of any of the terms and conditions on which the order is placed, security deposit is liable to be forfeited to the Government.
 - c. In no case, claim shall be entertained against the Government in respect of interest on Security Deposit.
 - d. In order to avoid delay in releasing the security deposit on account of non-supply of no demand certificate the following procedure may be adopted by CSPO/HOD/Deptts.
- II. The delivery period is specifically mentioned in the A/T and the supplier should dispatch the stores within 21 days of receipt of Inspection Note. The consignee should check the stores and make the payment within one month and issue NOC to release Security Deposit. Within 3 months of issue of Inspection Note the Indenting Department may be asked to issue NOC.
 - III. If no NOC is received from consignee within 15 days a reminder letter may be sent to consignee by R.P.A.D. to send NOC.
 - IV. Even after issuing letter and reminders if no NOC is received from consignees a final letter may be sent to all consignees stating that inspite of various letters NOC's are not received. Hence the Security Deposit paid by the suppliers is released. In case of more than one consignee, copy of such letters may be sent to Head of Departments by name.
 - V. In order to ensure that there is no abnormal delay in release of Earnest Money Deposit/Security Deposit, information of cases in which Security Deposit and Earnest Money deposit is not released in the prescribed proforma should be submitted by all purchase tables and the progress in this regards should be reviewed every month by the Deputy Commissioner of Industries (S.P) & Additional Industries Commissioner (SP) and HOD's/Deptts.

CHAPTER –12

INSPECTION OF STORE

1. ORGANISATION & FUNCTIONS OF INSPECTION WING.

The Inspection Wing is in-charge of all inspection and other related technical matters of the CSPO. The main functions of the Wing are –

- i. To assist the purchase section with regards to the technical particulars of indents and scrutiny of tenders in respect of technical details as and when referred by them.
- ii. To arrange for inspection of manufacturers' Works/Go-down for registration purpose and also for verification of their capacity/capability for manufacture of specific type of stores. Verifications of stock, agency arrangements etc., for the purpose of registration are also done as and when required.
- iii. To inspect the stores purchased before dispatch with a view to ensure that the unit does manufacturing mentioned A/T or R/C and the products are as per specifications. The Inspection Wing collects the BSS, sends it for testing evaluates Test Report and issues Inspection Note/Rejection Note.
- iv. To inspect the stores purchased by all DPC's.

2. Issues of and rules of custody of Inspection stamps and scale.

Each Inspector will be supplied with Rubber stamp, lead seals, pliers etc. These are used to signify that articles marked or sealed, have been accepted by the inspector. Those items are to be kept by the Inspectors in their own safe custody. The Inspectors will be held responsible for the use made of stamps, seals etc., in their charge and must ensure that these are not used by unauthorized persons or in any other irregular manner.

Unserviceable scales and stamping articles should be returned to the Dy. Commissioner of Industries (SP) who will have them repaired or replaced, if necessary.

When an Inspector is transferred to another post he must hand over his stamps and sealing articles to Dy. Commissioner of Industries (SP).

When stamp or seal has been returned by one Inspector the same should not be reissued to another Inspector till sufficient time has lapse to avoid confusion as to which inspector had inspected the stores.

All sealing and stamping articles, gauges, measuring and weighing equipments etc., not issued to the Inspectors should be kept under lock and key by Dy. Commissioner of Industries (SP). He should maintain an

accurate and up-to-date register of the stock and issue of all such items. He is also responsible to ensure that all these articles are in good condition. Worn out or damaged sealing or stamping articles are not destroyed without permission of Addl Commissioner of Industries (SP).

3. Inspecting Officer's duties.

On receipt of a copy of the contract A/T or R/C. the Inspecting Officer will check the details of the stores and also the enclosed drawings, sketches or samples if any, to satisfy him that information is complete in all respects to enable effective inspection. In case the particulars furnished are not complete or any discrepancies are observed in them, an immediate reference should be made to the base officer concerned for clarification.

4. Inspection Procedure.

On receipt of the Inspection call from the A/T holder the same is marked to an Inspector. Sometimes, the Inspection Calls sent by the firm in time, are received by CSPO or HOD/Deptts. late by a day or two because of intervening public holidays. In such cases, whenever a due date of delivery falls on a holiday Inspection Calls received on next working day after the holiday may be considered as received within the delivery period. The Inspector on receipt of the Call should immediately take necessary steps to carry out the inspection. Following the time schedule given below:-

- I. Inspections to be done within the State should be carried out within 7 days and the report should be put up within 4 days thereafter.
- II. For inspections to be carried out Outside the State the same should be done within two weeks and report should be put up within 4 days thereafter.
- III. Inspectors should give first preferences to the Inspection Calls received from Small Scale Units/Cottage Industry. Inspectors should inspect the following details in case Clause No.26 of the A/T is applicable and the unit is given price preference:-

a) Premises:-

If the premises of the factory are owned the fact should be verified from Municipal House Tax Bills, entries in accounts books etc. If however, the premises are rented, the fact should be verified from rent agreement or rent receipt in the name of the unit supported by corresponding entries in accounts books.

b) Machinery/Equipments:-

It should be ascertained and reported whether the Small Scale Unit have necessary Machinery/Equipment to manufacture the A/T items. It

should be further verified and reported whether the Small Scale Unit is in effective possession of this machinery/Equipments.

c) **Power:-**

Where electric power is used in the manufacture of the A/T items, it should be verified from Electric Bills that power is in the name of the Small Scale Unit and the payment of Electricity bills is supported by corresponding entries in account books.

d) **Consumption of Raw materials:-**

For manufacture of the A/T items, the unit must have consumed raw materials. The genuineness of consumption should be verified from the purchase bills of these raw materials which should be in its own name, transport vouchers for bringing the purchased raw materials from the place of purchase to the factory, Octroi receipts and entries of all these expenditure in the accounts books.

e) **Workers Employed:-**

It should be verified from the Muster roll and pay register that the unit employed workers for the manufacturing process.

f) **Production:-**

The production claimed to have been done should be verified from the entries in the production register. They should match with the consumption of Electricity and numbers of persons employed. The production should also be corroborated by sales shown in the Sales Tax register and as declared in the Sales Tax returns.

5. The Inspector should not leave the place of work or place where materials are stored until inspection is completed unless some competent and reliable person is left in charge.
6. When material is being supplied in bulk and it is not possible to inspect each and every piece a fair percentage say 10% of the material must be inspected. The material actually inspected in detail or packing from which samples have been drawn shall be duly stamped/sealed and the inspection note should clearly mention those details. It must be noted, however, that the Inspector is responsible for the whole consignment, and if found necessary he should inspect and stamp/seal every piece.
7. The inspection will be guided by the provision contained in the governing specifications and contract. When there is a specification in addition to approve sample, the requirements of the specification must be carefully followed. The sample should only be taken as a general guide to the type of the stores required. Inspection of sample should only be resorted to when a specification does not provide full guidance in inspection.

8. Examination of Weight.

Where weights are given in the order or specifications a sufficient quantity of material i.e. 10% should be weighed to ensure that the average weight is within the limits laid down. Inspector should take precautions to ensure that materials susceptible to absorb moisture and sold by weight such as string, rope cotton waste, jute etc., are reasonably dry at the time of inspection.

9. When stores are supplied in boxes, bundles or coils each of which is required to contain a specified quantity reasonable number i.e. 10 % of boxes, bundles or coils should be opened and checked.

10. The whole consignment inspected must be stamped, marked or sealed according to the circumstances in such a way as to make subsequent Identification or inspection of such stores easy. 100% sealing outside bundles/packages of the inspected goods is a must. However, it is not necessary to seal each item inside the bundle/package.

11. After inspection and sealing/stamping of the stores and receipt of satisfactory test report the inspection note should be prepared and released within 7 days time. A facsimile of stamp or seal used and its position on the articles should be given on Inspection Note. In respect of the stores rejected the Rejection Note should be issued immediately. The reasons for rejection and the deviations found from the specifications or order, particular thereof should be noted in "Remarks Column" of the Inspection Note.

12. Economy in Inspection.

It may occasionally be necessary to undertake inspection in public service, though the cost of traveling etc., exceeds the charges levied from the supplier. However, all possible care should be taken to reduce such cases by combining other inspection in the same trip.

13. Acceptance of stores not in accordance with the A/T, R/C. Clauses.

Inspecting Officers have no authority to pass stores not exactly in accordance with the Clauses of the A/T, R/C.

When firms are unable to supply the stores strictly in accordance with the specifications, the matter should be referred to the Purchase Officer of CSPO/HOD/Deptts. who will if necessary refer to the Indenting Officer, before deciding whether the goods offered by the supplier may be accepted or not.

14. Percentage of samples to be sent for tests.

Where a percentage is laid down in the specifications for test or examination, the said percentage is to be considered the maximum. It is left to the Officer in charge of Inspection to exercise his discretion, about the number of samples to be sent for test. If the Officer is satisfied that percentage can be safely reduced for any particular order he can do so. Where no percentage is laid down the Officer will use his own discretion in determining the percentage for test or examination. This percentage should not be less than what can be considered as fairly representative.

15. The Officer-in-charge of the Inspection Wing should immediately send the Samples for testing. When samples are sent for testing, the officer-in-charge of Inspection Wing should ensure that they have sent for testing as early as possible but not later than 10 days from the date of receipt of inspection report with samples.

The inspection charges should be levied as under:-

- a. A/T holder has to bear all expenditure of inspection carried out by this office and by Indenting Department., or through the Directorate of Inspection, Government of India. Such charges in case of inspection carried out by the office of CSPO shall not exceed ½% (half percent) of the total value of the stores to be inspected, if the place of inspection is situated in Gujarat State, and one percent if the place of inspection is located outside Gujarat State. In case of inspection carried out through Directorate of Inspection, Government of India, the charges shall be those actually charged by that Directorate and the same shall be paid by the A/T holder directly in the manner indicated by them.
- b. Whenever the inspection of the stores is carried out within Gujarat State and when the analysis or testing of the inspected stores has to be undertaken in Laboratories/Test House outside Gujarat State, total inspection charges inclusive of actual expenditure on account of testing not exceeding 1 (one) percent of the total value of stores to be inspected will have to be paid by the A/T holder.
- c. Whenever the inspection of the stores is carried out outside Gujarat State and when the analysis or testing of the inspected stores has to be undertaken in Laboratory/Test House, outside Gujarat State, total inspection charges inclusive of actual expenditure on account of Testing not exceeding 1 ½% (One and half percent) of the total value of stores to be inspected will have to be paid by the A/T holder.
- d. Unless and otherwise clearly stated in the tender, it will be taken for granted that the stores would be offered for inspection in one lot. If subsequently, the stores are offered in different lots inspection charges at the rates mentioned herein above on the total value of the stores

(not on the value of the stores offered for inspection) would be charged every time a lot is offered for inspection.

- e. Inspection fees shall include, travelling expenses and daily allowances of the Inspecting staff.
- f. Inspection fees, including testing fees shall however be charged as per actual expenditure incurred by the Inspecting Authority or amount on the basis of above percentages whichever is less.

16. Supply of copies of test reports to the firms.

Copies of test certificate should not be supplied to the firm in respect of samples tested at the instance of Inspection Wing. If firms require test reports certificate they can submit their own samples to the Laboratory directly and obtain the test results. Reasons for which supplies are rejected should be conveyed to the suppliers to enable them to remove the defects from supplies offered for inspection and also for future supplies.

17. Supply of copies of test certificates to Indentor.

Copies of test certificates received by the Inspection Wing from testing Laboratories should not normally be supplied to indentor or consignees. Inspection note is the only document, which Inspection Wing should issue when stores are accepted. If any indentor or consignee wishes to have the test report for any supplies accepted he should be informed that an Inspection Note only is issued in such cases. If a test certificate required he should arrange to have fresh test carried out on his account and obtain a test certificate directly from the testing authority.

In case of difference of opinion arising between CSPO & HOD/Deptts. and the consignee regarding acceptability or otherwise of stores, the CSPO will furnish copies of test report when specifically asked for by the indentor.

18. Inspection to be entrusted to CSPO Inspection Wing.

As a rule inspection of stores purchased by all Departments may be entrusted to inspection wing of CSPO. Only with a view to ensure that the stores supplied by the contractor against the contract are of the required quality and conform to the specifications given in the contract. However on request of CSPO in some specialized items, a technical officer (Except Base Officer) will accompany with the officer of CSPO for inspection of store.

CHAPTER -13

PAYMENT PROCEDURE

1. PRELIMINARY.

The Industries Commissioner & CPO/HOD/Deptt. acts as an agent of the Indenting Departments for the procurement of their requirements. Payment for stores received is made by the Indenting Departments. Thus the responsibility for making adequate provisions of funds in their respective budget devolves on the Indenting Departments. Once an indenter has placed an indent he is deemed to have made a firm commitment for that expenditure and even if that expenditure does not materialize in the particular period in which he anticipated it, he should treat it as a "Carry forward" for subsequent period in which it may be incurred. In other words his budgeting should take adequate note of the commitment already made. The indenter should be fully aware of the prospects of supply and this should enable them to carry forward the funds accordingly. Should the indenter find meanwhile that he no longer, requires the stores ordered it is open to him to advise the CSPO/HOD/Deptt. in time about withdrawal of the demand. Efforts will be made by CSPO/HOD/Deptt. to comply with the indentors' instructions where possible. Withdrawal of demand after placing order will invoke legal and financial repercussions. In the absence of any instructions for cancellation in time the Industries Commissioner and CPO/HOD/Deptt. will assume availability of funds, even if the period within which funds were certified to be available originally has expired.

2. Terms of Payment against contracts.

The various types of payment terms normally agreed to are given below:-

- a. Payment of 90% of the value of stores should be made by Indentor/Consignee against Railway Receipt through Banks when inspection is carried out with respect to quality and quantity of stores before dispatch and the remaining 10% should be paid within a month thereafter. If the stores are dispatched by lorry transport (Road) 90% payment shall not be made through Banks but shall be made on receipt of stores at destination in good condition. Terms of 90% and 10% are the usual terms agreed to as a rule.
- b. Payment of 75% of the value of stores should be made by the indentors within a fortnight against the production of dispatch documents and balance 25% should be paid within three weeks from the date of receipt of stores in good condition at the destination.

- C. In practise 75%, 25% payment terms are resorted to where the stores are required immediately before formalities like testing laboratories are gone through. Since during the visual inspection, only a cursory checking is possible, an undertaking should be taken from the supplier that in case the goods are found to be sub-standard when tested he should accept the decision of the Government for price reduction unconditionally.
3. Attention of all Heads of Departments and Heads of Offices is drawn to the need to ensure that payments are made within the prescribed period. Due to repeated delays in making payments, some of the reputed suppliers do not put in their tenders against inquiries by the Govt. Departments, which ultimately results in Govt. having to pay higher prices, special care should therefore be taken in observing the time limits prescribed in payment terms accepted.
 4. The cases where payment is not made for more than 6 months should be scrutinized by the Secretary of the Department concerned and step should be taken to avoid delay in payments.
 5. CSPO/HOD/Deptts. are authorized to accept 95% payment terms in the cases where the stores are not required to be inspected or put up for test or demonstration after installation but can be inspected prior to dispatch and provided the firm is registered with DGS&D., New Delhi
 6. CSPO/HOD/Deptt. are authorized to advise the tenderer to charge 1/2 % interest per month on the amount remaining unpaid beyond the prescribed time limit only in abnormal cases.
 7. Request for Change of Billing Authority by the A/T holder should not be permitted after issuance of A/T.

CHAPTER - 14

LOSSES OR GAINS AND LITIGATION

1. GENERAL.

Industries Commissioner and Central Purchasing Officer or HOD/Deptt. act as agents of the Indenting Authorities in respect of purchase and inspection of stores and gains or losses, if any, arising out of such transaction are on Indentor's account. Monies, if any, accruing by way of compensation, liquidated damages etc. are credited directly to the indentors concerned. Similarly losses too, any, arising out of such contracts are also debitible directly to the indentors. The Industries Commissioner and Central Purchasing Officer or HOD/Deptt. has no special provision for adjusting such losses.

The Industries Commissioner and C.P.O/HOD/Deptt. take all care to avoid losses and in those cases where losses do occur, they are investigated thoroughly and appropriate actions are taken to avoid recurrence.

As agent of indentor, the Industries Commissioner & CPO/HOD/Deptt. initiate before courts, if necessary, claims against contractors on their behalf and defends claims sponsored by contractors against the purchaser. Any sum awarded in favour of the purchaser is credited to the Indentor's account. Similarly adverse awards amounts are debited to the indentor's account. It is of the utmost importance that indentors should render full assistance to the Industries Commissioner and CPO/HOD/Deptt. in pursuing and defending claims. Any default or delay in observing the rights accorded under the existing rules and procedure or in briefing Industries Commissioner and C.P.O/HOD/Deptt. suitably are likely to prejudice Government interests.

2. Inspection of goods by the consignees.

The detailed and final inspection of the goods should be done by the consignee on receipt of goods, before payment. It is therefore, very essential that consignee carry out inspection in details on arrival of the goods at the consignee's premises.

3. Consignee's duty at the time of taking delivery of stores from the Railway.

The consignee is responsible for verifying at the time of taking delivery from Railway Authorities that the stores have been received intact without loss or damages. When stores are dispatched in full wagonloads consignees should verify that the seals on the wagons are intact. If there is evidence of loss or damages, they should arrange to secure necessary certificates from the appropriate Railway Officials before taking delivery. The loss or damage should in every case, be promptly reported to the contractor and purchase officer who placed the order. In any event the consignees should not before checking and verifying the stores give a receipt/certificate to the contractor.

4. Claims arising out of losses in transit.

Losses frequently occur in transit to goods dispatched by railway by supplier in compliance with order placed by the CSPO/HOD/Deptt. The responsibility for bearing the loss or damage occurring in transit in case of contract stipulating delivery F.O.R. Station or destination, which is the normal terms agreed to by CSPO/HOD/Deptt. are of the supplier. The Contractor is liable in such cases for any loss or damage that may occur in transit and to make good the same by replacement free of charge at destination or accept deduction from his bill for the quantity lost or damaged in transit.

5. Cancellation of contracts before completion and claims for compensations.

Cancellation of contracts placed by CSPO/HOD/Deptt. become necessary sometimes on account of receipt of reduction/cancellation of demand from the indentors on the ground that demand for the stores in question no longer exists or has since been reduced. In dealing with such requests, CSPO/HOD/Deptt. must observe the following procedures.

- (i) The terms of a contract are binding on both the parties and a contract during its currency can be cancelled or modified only by mutual consent. The CSPO/HOD/Deptt. should not, therefore, proceed to cancel a contract in whole or in part straightway on receipt of the indenter's request.

On receipt of cancellation reduction demands from indenter/CSPO/HOD/Deptt. each case should be examined immediately with reference to the terms and conditions of contract by the CSPO/HOD/Departments indenter and where necessary legal opinion should be obtained. If the legal opinion confirms that the indenter is within his rights with reference to the terms and conditions of the contract to cancel it, for example where the delivery period has expired, action should be taken to give effect to cancellation/reductions straightway.

- (ii) Where, however, it is clear that the terms and conditions of the contract do not permit cancellation/reduction without supplier's consent, the firms should be approached and persuaded to agree to cancellation/reduction without any financial repercussions. If the firm agrees, the formal amendment or cancellation will be issued by the CSPO/HOD/Depts. making it clear that the reduction/cancellation is with mutual consent.
- (iii) Where the firms do not agree to cancellation/reduction without financial repercussions, the supplier should be asked not to make further supply and not to incur further expenditure pending decision as to whether the contract should be terminated pursuant to the Termination of Contract Clause and what the quantum of compensation payable, if any, should be. The

indentor/consignee should also be advised of the position. Simultaneously arrangements should be made for independent inspection of the stores in an unfinished state of supply with a view to ascertain the current position of the supply of stores contracted for and the reasonableness or otherwise of the compensation claimed by the contractor. After the CSPO/HOD/Deptts. are satisfied that the amount of compensation claimed by the contractor is reasonable, the indenting officer will be addressed explaining the issues involved and the amount of compensation that will have to be paid to the contractor and asked whether he wants the contract to be cancelled and is prepared to bear the compensation. If the Indenting Officer still desires cancellation and is prepared to bear the compensation, the cancellation/reduction will be affected by the Purchase Organization with the approval of the Government.

6. Responsibility for losses.

The Industries Commissioner & CPO/HOD/Deptts. act in respect of the purchase and inspection of stores as the agent of the indenting Departments utilizing its service, and the latter should be called upon to bear losses in cases in which

- (a) They are not lawfully and equitably borne by the suppliers, or carriers or
- (b) They are not due to any unauthorized or negligent act on the part of Industries Commissioner & CPO/ HOD/Deptts.

CHAPTER – 15

REMOVAL, SUSPENSION AND BANNING OF CONTRACTORS FROM GOVERNMENT BUSINESS.

Following actions can be taken against suppliers/contractors committing serious defaults:-

- (1) Removal from approved list of registered suppliers.
- (2) Suspension of Business.
- (3) Banning by one Department for a fixed period.
- (4) Banning by Government for all Departments.

Before 1964 different Departments had their own procedure to penalize the contractor. With a view to adopt an uniform procedure for penalizing the contractor, the Government in General Administrative Department vide Circular accepted the standardized code for Registration, Demotion, Removal, Suspension of Business and Banning of Business etc. of Building Contractors issued by Government of India, Ministry of Works, Housing & Supply No. Cont. 29/(1)/57 dated 10th September 1958 hereinafter referred to as the Standardised Code. This will apply to all Contractors and suppliers. It was also decided that banning orders issued by Central Government Departments and State Government would be taken effect by both on a reciprocal basis. **At present the Standardised Code issued by Government of India, Ministry of Works and Housing No. 13011/1/78-W4 dated 20th September, 1976 is in force the copy of the same is circulated by G.A.D. vide letter No. BLK-1186-U0-78-CD dated 6th August, 1986.**

Although the Government has accepted the standardized Code there is a difference in the basic set up of the State and Central Governments. The CSPO and all Departmental Purchase Committees and Heads of Departments have therefore, to adopt the provisions of the Code as applicable keeping in view the circumstances/rules/orders of the State Government.

1.REMOVAL FROM THE APPROVED LIST.

Industries Commissioner & CPO/DPCs and Heads of Departments are authorized to deregister the Contractor on the grounds specified in Clause No.5 'Removal from approved list' of the Standardised Code after completing necessary formalities like show cause notice, hearing etc.

2.SUSPENSION OF BUSINESS.

Suspension of business with the Contractor may be ordered by Industries Commissioner & CPO/ DPCs or Heads of Departments for an indefinite period where, pending full inquiry into the allegations, when the concerned authority is prima facie of the view that the Contractor is guilty of an offence in relation to business dealings which if established would result in his removal/banning from

business with Government and it is not considered desirable to entrust new work or continue business with the Contractor.

Pending full inquiry the offer of the suspended Contractor should be included in the comparative statement of rates and if the rates of the suspended party is lowest the same should be ignored and order may be placed on the second lowest party after getting the approval of the Secretaries' Purchase Committee.

3.BANNING BY ONE DEPARTMENT.

Industries Commissioner & CPO., DPCs and other Heads of the Departments may ban business with the firm/Contractor for a specified period where an offence is not considered serious enough to merit banning by all departments, but at the same time, an order removing the name of the Contractor from the approved list of contractor is not considered adequate. It shall strictly apply only to the purchases of the Organization, DPCs/Heads of Departments issuing the order and other office/departments purchasing through the issuing authority. However, the copies may be endorsed to the other authorities if found desirable in public interest.

4.BANNING BY ALL DEPARTMENTS.

In case Industries Commissioner & CPO., DPCs or Heads of the Departments feel that the default is so serious as specified in Clause No.7.4 of Standardised Code they may send proposals to I & M Deptt., which is the nodal Department regarding purchases of the State Government through their Administrative Department to take suitable action for banning business with the Contractor by all Departments.

All DPC should maintain the A/T wise list as under:-

(i) If it is a proprietary firm, complete Residential Address with ® Telephone Number, as well as its full office address with (O) Telephone Number. Full names of the allied firms with complete addresses if any.

(ii) **In case of partnership:-** A certified copy of partnership deed, complete names & Residential addresses of all the partners alongwith their ® Telephone & (O) Telephone numbers, Full address of the other allied office premises of each partner's, if any.

(iii) If it is a Private/Public Limited.

(A) Copy of memorandum of Articles.

(B) Residential Addresses of each Director alongwith ® Telephone No.

(C) List of allied firms of each director with complete office addresses where in he is interested with telephone numbers.

CHAPTER – 16

CLOSING OF CASES & DESTRUCTION OF RECORDS.

Files on which all actions are completed and no further action is required has to be closed. While closing the file all outstandings are required to be cleared. Following factors should be taken into account before closing the case.

- (1) The stores are supplied in full quantity as per A/T specifications and terms within delivery period.
- (2) Inspection Note is issued.
- (2) Shortage as losses, breakages and defects noticed in supply are made good.
- (3) Warranty period is over.
- (4) Claims made by the suppliers under price variation clause in A/T are settled.
- (5) N.O.C. is called from the consignees and they are received
- (6) Actual recovery is made in the case of risk purchase from the defaulting firm.
- (7) If there are audit objections and legal disputes such cases should not be closed under any circumstances. The files pertaining to this contracts should be sent to IO (C) or any officer authorized by HOD/Deptt. for his safe custody.
- (8) No claim regarding liquidated damages is pending.
- (9) There is no proposal for waiver of penalty pending.
- (10) The tender samples, if any, have been returned to the tenderer.
- (11) The security deposits have been refunded/adjusted.

As per the Government Orders the classification of record is as under:-

- Class :A** Files to be preserved permanently.
B Files to be preserved for 30 years.
B1 Files to be preserved for 15 years.
C Files to be preserved for 5 years.
D Files to be destroyed after one year after the work is over.

Keeping in view the time limit prescribed for the different categories, files are to be classified as under:-

- (1) Indents for purchase of stores placed by different departments – Class 'C'.
- (2) Inspection of stores purchased (by the Acceptance of Tender) by the Purchase Wing – Class 'C'.
- (3) Registration of firm as an approved Supplier. B
- (4) (a) Agenda notes prepared for submission to the Secretaries' Purchase Committee. B
- (b) Minutes of the meeting of the Secretaries' Purchase Committee. B
- (5) Policy file regarding purchase of stores. A
- (6) Agenda Papers & Minutes of the meetings of different Departmental Purchase Committees of Central Government & State Government. C
- (7) Files regarding blacklisting of defaulting firms. A
- (8) Civil Defense C
- (9) Misc. Correspondence regarding Purchase D

Cases Pending with courts

Litigation of cases take years to finalize by courts.

In such cases when judgement is given by the courts the same should be studied in deptt. If it is necessary to file an appeal the Offices/Depts concerned should file an appeal and preserve the file till finalization of the case.

If judgements of any court is of policy making decision in nature of useful for the references such judgement should be preserved permanently and should be classified under class "A".

If no action is necessary then the decision may be taken for destruction of file as per norms.

RECEIPT, CUSTODY AND AUCTION OF SAMPLES.

There are two types of samples viz.

- (1) Indent sample.
- (2) Tender sample.

Indent sample is the sample received alongwith the indent from the indenter.

Tender samples are the sample received alongwith the tender from the tenderers.

All such samples are kept in a special room which is known as sample room in CSPO. The sample clerk is in charge of this sample room. He keeps the required records regarding the samples. Maintenance of samples of stores is also done by the sample clerk.

In case samples are submitted by the tenderers, the Purchase Wing at the time of joint scrutiny of tenders at CSPO by Liaison Officer and purchase officer also approve the sample alongwith selecting the offer. This is known as approved sample. This approved sample is transferred to the Inspection Wing from the Purchase Wing for the inspection of stores.

The Inspection Wing conducts the inspection of stores by the help of the approved sample if available. During the inspection of stores, Inspection Wing draws some samples from the ready stock of stores. These samples which are drawn during the inspection are known as bulk supply sample (B.S.S.). If necessary these B.S.S. are sent for testing at various approved Laboratories. After receipt of the test report from the Laboratories (where applicable) the inspection note is issued and then the B.S.S. are returned to the concerned consignees.

The samples which are in sample room after the goods are supplied are required to be returned to the concerned indentors/suppliers. In case of old samples not returned and which are lying in the sample room they are to be auctioned as per prevailing Government orders.

CSPO MANNUAL

APPENDIX

LIST OF APPENDIXES

APPENDIX	1.	G.R. No. J & G.D. No. SPO/2258/IND/11 dated 25.09.1958.	
APPENDIX	2.	G.R.No.SPO/1064/329-G.I dated 05.06.1964	
APPENDIX	3.	Circular No PAC/1181/1221/CH dated 08.11.1981	
APPENDIX	4.	G.R. No.SPO/1179/1198/Ch dt.20.4.82.	
APPENDIX	5.	Circular No SPO/1091/4473/CH dt. 28.01.1992.	
APPENDIX	6.	New Purchase Policy – for the Small Cottage and tiny Industrial Units of the State – 1997 dated 23.9.97.	
APPENDIX	7.	G.R. NO.SPO/102002/UOR/24/CH dt. 28.01.2003. (In Gujarati)	
APPENDIX	8.	Check points for Indent Planning.	
APPENDIX	9.	Indent Form (Gujarati).	
APPENDIX	10.	Scrutiny Sheet for Indent.	
APPENDIX	11.	Urgent Order Procedure Certificate.	
APPENDIX	12.	Check points for Preparation of Tender Enquiry.	
APPENDIX	13.	Invitation to Tender and Instructions to Tenderers.	
APPENDIX	14.	Technical Bid Scrutiny Form (Gujarati).	
APPENDIX	15.	Joint Scrutiny Sheet for sample.	
APPENDIX	16.	Comparative statement of Rates.	
APPENDIX	17.	Acceptance of Letter.	
APPENDIX	18.	Acceptance of Tender.	
APPENDIX	19.	Agreement Form.	
APPENDIX	20.	Guarantee Bond.	
APPENDIX	21.	Inspection Note.	
APPENDIX	22.	Form of Rejection Note.	
APPENDIX	23.	Standard letter for calling. No Objection Certificate for refund of S.D.	
APPENDIX	24.	Form of Application for use by firms for enlistment as approved contractor.	
APPENDIX	25.	Form of Registration Certificate as approved Contractor.	
APPENDIX	26.	Price Variation Clause.	
APPENDIX	27.	List of Approved Laboratories.	
APPENDIX	28.	Circular No.SPO-1085-2776-CH dt..12.09.85 for the Purchase of branded items through SPC.	
APPENDIX	29.	Circular No.SPO-1179/1198-CH, dt. 20-04-82 For the Purchase of Stores through the S P C.	
APPENDIX	30.	G.R. No. SPO/1096/2943/Ch dt.8/9/1997 introducing 'Two Bid' system.(in Gujarati)	

APPENDIX-1

G.R.J. & G. D. No. SPO – 2258 – IND-II DATED 25TH SEPT. 1958.

RESOLUTION

It has been brought to the notice of Government that an average number of indents for stores were received by the Central Stores Purchase Organization from the Government offices as late as January and February 1958 for purchase of stores before the end of the last financial year i.e. before 31st March 1958. Government considers that this practice is not desirable from the administrative and financial points of view especially as the contractors are inclined to raise their prices knowing that Government is in urgent need of those articles. It is therefore considered necessary that arrangements should be made by the Government Officers to ensure that indents are placed by them with the Central Stores Purchase Organization long before the end of financial year. Having regard to this Govt. is pleased to direct that all Govt. Officers should hereafter adhere to the following programme and instructions in respect of placing of indents with the Central Stores Purchase Organization.

- 1) All normal indents for store should be placed before 30th Sept. of the year.
- 2) Indents for specialized type of stores in respect of which considerable time is required for preparation of details specifications etc., should be placed in any case before the end of December of such year.
- 3) Ordinarily no indents in respect of supplies required before the end of the financial year should be placed after December. In the case of emergent requirements, however, special case may be made out and the indent may be placed before 31st January. Such cases should, however, bear the certificate of the Secretary of the Administrative Department concerned indicating the emergent nature of the Administrative Department. Concerned indicating the emergent nature of the requirements and should be addressed to Secretary Industries and Cooperation Department who will then decide on the further action to be taken.
- 4) Separate indents, (in triplicate) should be submitted on the Central Stores Purchase Organization, for different groups of stores such as (a) Machine tool, electric machinery, agriculture machinery boilers automobile (b) Electrical goods and accessories (c) Scientific and measuring instruments (d) General Hardware Metal sheets and road pipes and tools etc. (e) Stationery (f) Textiles, Uniforms leathers goods and rubber (g) furniture and office equipment (h) Chemicals, medicines, Drugs disinfectants oils paints lubricants photographic goods.

- 5) Annual indents of all the requirement of the Officers of the Public Works Deptt. Should be sent duly consolidated by the Superintending Engineers, and those of the Officers of the other Departments by the Heads of the Department concerned.
- 6) Indents other annual as well as indents ordinary supplementary, should be sent to the Central Stores Purchase Organization periodically consolidating the demands which can be foreseen as far as possible in triplicate in the prescribed form. Such indents may be sent by the Heads of the Departments and Heads of the Office (i.e. Ex-Engineers in the case of Public Works Deptt. And by the Gazetted Officers of Grade-1 of State Service) consolidating the common requirements and bulking to other items of different specifications of the various subordinate officers under their control.
- 7) An indent on the Central Stores Purchase Organization should not contain an item the total value of which is less than Rs. 250 except for stores which are not available locally and also for stores for which the Central Stores Organization has made annual quantity contracts.
- 8) In the case of stores costing more than Rs. 20,000 the demand in respect of which could not be anticipated earlier for the reasons beyond the control of the Indenting Officer and which are required urgently the "Urgent Order Procedure" as laid down in Government Resolution, Development Department No.SPO-1254/F dated 9th December, 1954 should be followed but in such cases the indenting officers should obtain the approval of Government before they instruct the Director of Industries and Central Purchasing Officer to follow the "Urgent Order Procedure". They should also certify against every indent as under:
 - a) "I certify that the accompanying indent is of every urgent nature and should; be processed by the Central Stores Purchase Organization under the "Urgent Orders Procedure".
 - b) "I further certify that adequate provision for payment in respect of this indent is made by the State Government Resolution No.

In the event of the supplies being delivered in a period of two financial years."

I further certify that financial provision is made by the State Government in respect of the payment for these supplies as a provision for Scheme extending over a period of two years under Government Resolution No. dated

8 A) In the event of certain finance being made available by the Central Government in respect of any of the Schemes for which orders have been placed with the Central Stores purchase Organization, there should be a certificate by the appropriate authority to the effect that "I certify that the necessary finance is sanctioned by the Government of India in respect of the supplies covered by the indent under the Second Five Year Plan for being incurred during the current year". Such a declaration should be signed with by a Secretary or a Joint Secretary to Government after the proposal to follow the 'Urgent orders Procedure" is approved by Government.

9) It is noticed that in view of the difficulties in respect of containing foreign exchange and delay involved in getting goods of foreign make, the Indenting Officers prefer to purchase towards the end of the financial year, material from ex-stock at higher rate. This is not desirable. If the indenting Officers desire to purchase materials of imported origin, they should have their Heads of Departments such in advance (i.e. in the beginning of the financial year) with a view of obtaining wherever possible foreign exchange facilities through the Government of India in respect of such purchase and place their indents with the Director of Industries and Central Purchasing Officer.

10) It is also noticed that some of the Indenting Officer carry on negotiations with tenderers after opening of tenders. This is not desirable and should be stopped forthwith if any of the Indenting Officers feels that some negotiations are necessary with the tenders or tenderers he should ask the Director of Industries and Central Purchasing Officer to do so.

APPENDIX

Sr. No.	Description or Article with detailed Specifications.	Supplies	Quantity	Rate Rs. P.	Unit	Total
1	2	3	4	5	6	7

Where lowest tender not accepted reasons for ignoring lowest tender.	Reasons for Selecting Non-Indian article (where applicable)	Remarks
8	9	10

Designation and Signature of
The Indenting Officer.

APPENDIX -2

Central Stores Purchase Procedure for Purchase of Stores Through the Government of Gujarat.

Health and Industries Department
Resolution No. SPO-1064/329-G.1,
Sachivalaya, Ahmedabad-15 dated the 5th June 1964.

In super session of orders contained in Government Circular, Industries and Co-operation Department No. SPO 2259/IND: II dated 6th February, 1959 and subsequent modifications and/or clarifications made thereto under Government Circular, of even number dated 8th April, 1959, 15th June, 1959, 26th August, 1959 and 15th June 1961 and with a view to achieve expeditious purchase through the Central Stores Purchase Organization, Government is pleased to issue the following orders.

A. Indent

- i. All indenting Officers should bulk their annual requirements as far as possible.
- ii. Detailed specifications of stores should be given and wherever Indian Standards specifications are available those should be adhered to by the Indenting Officers. Wherever different grades are specified in Indian Standards specifications the Indenting Officer should clearly mention the grade or give detailed description of the same. However, in exceptional cases where it is found that articles of superior or alternative specifications than Indian Standard specifications are likely to be available, the Indenting Officer should mention 'Indian Standards Specifications or Equivalent". A Hand Book of Indian Standards Specifications is prepared by the Indian Standards Institution and all Indenting Officers should possess a copy of the same.
- iii. No Indentors should mention the number of catalogue of private firms but should give general detailed specifications of stores required by them.

The specifications should be so drawn that they should not pinpoint the specification of stores manufactured by one particular firm.
- iv. When only a few selected 'Branded' articles are required, tenders can be invited for limited 'Brands' by departments themselves without reference to the Central Stores Purchase Organization but after obtaining orders of Government in this respect. (Such matter should be put up to the committee mentioned at 'C' (below).
- v. All normal indents should be placed within the time limit laid down in Government Resolution, Industries and Co-operation Department No.

SPO-2258/IND II dated 25th September 1958 (copy enclosed). The Central Stores Purchase Organization will however, continue to receive indents throughout the year, i.e. even after 31st December provided items of stores under such indents can be had from ready stock and payment can be made after 31st March, or the Indenting Department certifies that the Administrative Department has made necessary budget provision for the amount to be paid next year and takes full responsibility for payment.

- vi. In cases where, it is not possible to complete delivery before the end of the financial year, at present, the Indenting Department has to obtain revalidation of sanction for the purchase of stores through its Administrative Department in consultation with Finance Department. To avoid delays, the Administrative Department is hereby empowered to revalidate the proposal. Without reference to Finance Department and such revalidation should be issued immediately after budget provision has been made in the next financial year.
- vii. Indents in the following cases should not be placed with Central Stores Purchase Organization, Ahmedabad.
 - a) Items, for which rate or running contracts have been entered into by the Director General of Supplies and Disposal, Government of India, New Delhi or the Director of Industries and Central Purchasing Officer. They can be operated upon by the Direct Demanding Officers within the prescribed limits. If any Department wants additions it should approach Government in good time. However, in case, there are two or more rate of running contracts entered into by the above mentioned Officer and the Direct Demanding Officers wish to operate upon the rate or running contracts less favourable to Government orders of Government should be obtained by making reference to the Administrative Department, which will issue necessary orders in consultation with the Health and Industries Department and the Finance Department.
 - b) Items which are available locally and which are mentioned in the list appended hereto as appendix to the extent mentioned therein.

(Note: Possible lapse of Budget allotment is no reason for direct local purchase)

- c) Spare parts of particular manufacturers for their own machinery and automobiles and for which there are no rate contract fixed by Director General of Supplies and Disposals of Director of Industries and Central Purchasing Officer, to the extent of 10% of the cost of machinery which should cover purchase of spare parts only when really needed i.e. in case of break down of the concerned machinery are not for purpose of storing for use to meet future

emergencies. In the latter case, indent should be forwarded to the Central Stores Purchase Organization, Ahmedabad as usual.

- d) Items of stores like earth moving machinery, vehicles, etc., with a view to a have uniform type of stores for facility of maintenance etc., such case should however, be placed before Secretaries Purchase Committee appointed under Para C below, by the Departments concerned for acceptance through the Director of Industries and Central Purchasing Officer, acting as Secretary of the said Committee.

Vide G.R.H. & I.D. No.SPO-1064/5870-Kh DT. 1.12.1964.

- e) All decontrolled items of Iron and Steel required by Indenting Officers of the P.W.D. The decontrolled items of Iron & Steel materials should be purchased by inviting tenders from open market by a single authority of P.W.D. both for tested and untested Iron and Steel materials so as to procure material at competitive rates. A wide publicity should be given to the tender enquiry through news papers and by sending specimen copies of tenders to producers' rerollers, unregistered rerolling mills, controlled stockiest etc., Tested Iron and Steel materials should be purchased as far as possible from producers and rerolling mills".
- viii. Second Hand Machinery, scarce stores and spare parts not covered by (vii) (c). As a rule, the purchase of second hand machinery should not be encouraged. It may however, be necessary at times for Government departments to go in for purchase of second hand machinery when a good bargain is likely to take place. In such cases when Departments propose to purchase second hand machinery and where direct purchase is likely to be resorted to, such proposals should be put up to the purchase Committee appointed under para C below of this Resolution 1 after the advice of the Director of Industries and Central Purchasing Officer has been obtained as to the availability of similar new equipment, prices etc.,
- ix. In case of stores in which particular dealer holds a monopoly of the trade and in which only one Department is interested, that Department should point out the need for any special treatment.

(Note: If Central Stores Purchase Organization advises direct purchase by the Department the matter should be put up to the Purchase Committee mentioned in para (c) below)

- x. The indents which are incomplete or are not certified as within the budget provision will be rejected by the CSPO. Once the indents are placed, the Indenting Officers should not alter them. They should not negotiate with any party on any account. If the department or an officer considers negotiations necessary on any ground, the Central Stores Purchase Organizations will do so with the assistance of Liaison Officer of the Department.
- xi. The Central Stores Purchase Organization should be able to scrutinize the indents and either accept them or reject within two weeks of their receipt. In case, the indent is incomplete, returned to department all the defects in tenders be pointed out by CSPO at a time wherever possible suggestions be made, for specification etc. to enable the department to have positive guidance in the matter. The Indenting Department should complete it in all respect within a week on receipt from the Central Stores Purchase Organization. The intimation about acceptance or rejection should be given to the indenter.

B.Tender

- (i) In case of
 - a. Limited tenders.
 - b. Public tenders in which up-country or foreign dealers are not interested and
 - c. Goods not requiring laboratory tests, the time limit, for receiving them should be 10 days. In other cases, it should be 3 to 4 weeks.
- (ii) All tender forms should be priced and serially numbered. It should be possible to say which dealer has been issued what number of tender form so that only that tender form should be accepted from him.
- (iii) If any dealer whose name is on the approved list of dealers maintained by the Stores Purchase Organization fails to send its tender, steps should be taken to penalize him either by giving him a warning or by taking such steps as may be possible under orders contained in Government Circular, Political and Services Department No.GCT/1056/C/8423-B dated 30th October, 1956 of the former Government of Bombay. If any such action is not desired, Government orders should be obtained.

C.Acceptance of Tender

The Director of Industries and Central Purchasing Officer is authorized to accept lowest items of tender upto Rs. 5 lacs. In other cases acceptance of tender should be as under:-

Items of Tender	Officer or Officers authorized to accept
Lowest in other cases.	Secretary to Government, Health and Industries Department.
All other cases	Secretary to Government, Health and Industries Department.
	Secretary to Government of the Administrative Department (or his representatives).
	Secretary to Government, Finance Department (or his representatives).

The Director of Industries and Central Purchasing Officer will act as Secretary of the Secretaries Purchase Committee and will send Agenda directly to the members.

D.Liaison

Much difficulty is experienced in agreeing to some variation from the actual indents at the time of acceptance of tenders or inspection of goods after the tenders are accepted. To avoid these bottlenecks, every department should appoint a Liaison Officer who can be contacted by the Central Purchasing Officer. The Liaison Officer so appointed should function effectively and more independently. The said Officer would be available for.

- a. Completing or amending the specification in the original indent.
- b. Checking up and scrutinizing tenders or advising on the suitability of stores available; and
- c. Inspection of stores before delivery.

E.(i)Time schedule (Normal Purchase)

In light of the above instructions, it is expected that orders, for purchase of stores would be placed within a period of 16 weeks of the acceptance of indent provided the time schedule given below, wherever applicable is adhered to by the Indenting Officer or his Liaison and also provided the firm confirm the acceptance of order and fulfils the formalities within the stipulated time:-

- a) Two weeks for screening of indents. In case the incomplete indent is returned to the Indenting Department, the same should be returned by him to the Central Stores Purchase Organization within a week after having completed it.
- b) Three weeks for issue of inquiry.

- c) Three to four weeks for receipt of the tenders.
- d) One week for preliminary scrutiny of tenders.
- e) Two weeks for Indenting Officer/Liaison officer for scrutiny and recommendation.
- f) Two weeks for the CSPO for final scrutiny.
- g) One week for issue of acceptance letter to the firm and receipts of its confirmation.
- h) One week for issue of final A/T.

Every indenter will get information regarding:-

- a) Acceptance of indent by the Central Stores Purchase Organization.
- b) Acceptance of tender issued by the Central Stores Purchase Organization.

E. (ii) Time schedule Emergency Purchase)

Where stores are required on emergency basis, say within a period of two weeks, the following procedure should be adopted:-

- a) A Clear order or a certificate from the Secretary to Government of the concerned Administrative Department incorporating the reasons for emergency purchase and stating that the stores are required within two weeks, should be attached with the indents.
- b) The indent should be complete with detailed specifications in all respects.
- c) The Central Stores Purchase Organization shall issue written inquiries, gratis, if necessary by calling likely suppliers or by sending enquiries in person to likely local suppliers on the approved list maintained by the Central Stores Purchase Organization.
- d) The Central Stores Purchase Organization should receive written quotation from the likely local suppliers of the required goods by sending his representative to the market alongwith a representative of the Indenting Department.
- e) When the stores required are of the value of more than Rs. 1000/- and advertisement to the effect that inquiries are issued, should be published in newspapers.
- f) For effecting emergency purchases, the Central Stores Purchase Organization is authorized to accept indents for processing at any time of the year.

- g) The quotations obtained by the Central Stores Purchase Organization should be finalized by the Committee consisting of the following:-
- a. Financial Adviser to Health and Industries Department.
 - b. The Indenting Officer/Liaison Officer.
 - c. The Deputy Director of Industries (SP)
- h) The Committee mentioned in sub-para (g) above is hereby empowered to effect emergency purchase of a value of Rs. 50,000/- for any particular item of indented stores. Beyond this limit, the cases should be put up to the Secretaries Committee mentioned at Para 'C'.

F. Payment

- i. Payment of 90% of the value of stores should be made by the Indenter/consignee against Railway Receipt through Banks when inspected is carried out with respect to quality and quantity of stores before dispatch and the remaining 10% should be paid within a month thereafter.
- ii. Where no inspection is made before dispatch of stores, 75% of the price should be paid within two weeks of the delivery of the goods if the department is satisfied about the quality and quantity of the stores. The remaining 25% should be paid within two weeks thereafter.
- iii. The cases where payment is not made for more than six months should be scrutinized by the Secretary of the departments concerned and steps may be taken to avoid delays.

G. Price variation

- i. In certain cases, the tendering firms stipulate condition that their rates are subject to price variation due to statutory increase or other taxation measures etc., affecting the price of the controlled raw materials, imported components/parts etc., used in the finished products. In such cases, it becomes difficult for the Central Stores Purchase Organization to accept the conditional tenders resulting in considerable loss of time. With a view to overcome this difficulty the Director of Industries and Central Purchasing Officer is hereby authorized to accept such conditional tenders **laying down** price variation due to change in taxation measures such as Sales tax, Octroi, Custom duty, Excise duty etc., Similarly statutory change in price of controlled commodity may be also accepted. The above is, however, subject to the condition that, a clause may be incorporated in the Acceptance of Tender setting precisely the circumstances under which variation in price shall be allowed and formula to be applied.
- ii. No variation in price shall be allowed in case of goods offered ex-stock.
- iii. The increase in price would also not be permissible where delivery period is within one month of the date of statutory increase.

This issues with the concurrence of the Financial Adviser, dated 7th May 1964 on the Health and Industries Department file No.SPO-1064/329-G.I.

By order and in the name of the Governor of Gujarat.

Sd/-

(K.T.SATARAWALA)

Secretary to the Government of Gujarat,
Health and Industries Department.

To

The Secretary to the Governor of Gujarat.
The Registrar, High Court, Ahmedabad (By letter).
The Secretary, Gujarat Legislature Secretariat (By letter)
The Secretary, Gujarat Public Service Comm., Ahmedabad (By letter)
The Finance Department.
All other department of the Secretariat.
The Director of Industries & Central Purchasing Officer, Ahmedabad.
All other Heads of Departments and Heads of Offices under the several
Department of Secretariat.
The Accountant General, Gujarat, Ahmedabad.
The Pay & Accounts Office, Ahmedabad.
The Senior Deputy Accountant General, Rajkot.
The Resident Audit Officer, Ahmedabad.
All Branches in H. & I.D.
S.A. Regy. For tab.
Select file.

**ACCOMPANIMENT TO GOVERNMENT RESOLUTION, HEALTH AND INDUSTRIES
DEPARTMENT NO.SPO/1064/329-GI, DATED 5TH JUNE 1964.**

Appendix

List of articles which can be purchased without reference to the Central Stores Purchase Organization.

Articles	Value upto which can be purchased	Officers authorized to purchase
1	2	3
1. Medical supplies purchased from Government of India Medical Stores Depot, Bombay.	Without limit but subject to budget provision.	All Heads of Departments and Offices.
2. Surveying and mathematical instruments purchased from Mathematical Instruments Depot, Bombay and National Instruments Ltd., Calcutta.	Without limit but subject to budget provision	All Heads of Departments and Offices
3. Stores covered by rate contracts of the Director General of supplies and Disposals, Government of India.	Without limit but subject to budget provision	All Direct Demanding Officers.
4. Articles manufactured by Government Departments or institutions such as Jails. Habitual Offender's Settlements under the Habitual Offender's Restrictions Act, Certified Schools under the Bombay Children Act and certified institution under the Bombay Begger's Act. Production Training Centres under the Labour and Social Welfare Department	Without limit but subject to budget provision	All Heads of Departments and Offices.

5.	Drugs, Instruments and apparatus required urgently by schools, colleges, Research Institutions or Hospitals.	(i) Rs. 10,000 per Year. (ii) Rs.3, 000 per Year	All Hospitals. Other Institutions
(b)	All Chemicals except acids Liquor, Ammonia and Caustic Soda, Charts, Animals for Dissection, dissecting instruments required by schools, College and institutions.	(i) Rs.2, 000 per Year.	Head of Departments and Institutions concerned
6.	Methylated spirit, petrol and other allied products such as greases, lubricants, etc. Blasting powder, hides and skins and all other articles of inflammable or volatile nature.	(i)Rs. 10,000 per year provided there are no rate contracts or special discounts for bulk supply if arranged. (ii)Without any limit.	(i)Heads of Departments and Offices. (ii)Aviation Advisor to Govt.
7.	Books, Maps, charts and periodicals, Educational and instructional films and Gramophone records, required by Government Office and institutions.	Without any limit but subject to budget provision.	All Heads of Departments and Offices.
8.	Nursery school articles, showing class articles (excepting sewing machines) and creche articles.	Without any limit but subject to budget provision.	All Heads of Departments and Offices.
9.	Articles in spinning raw and cotton and woolen yarn required by the Basic Training Centres and Inspector General of Prisons (except appliances and tools)	Rs.1,000/- per year.	Heads of Departments and Offices concerned.

- | | | | |
|-----|--|--|---|
| 10. | Gymnasium Equipments and Sport goods. | Without any limit but subject to budget provision. | All Heads of Departments and Offices concerned. |
| 11. | Band and Musical instruments and their Spare parts. | Without any limit but subject to budget provision. | All Heads of Departments and Offices. |
| 12. | China Glass, Cutlery. Plates, Crockery and perishable articles, Sofa searts, Judges Chairs and perishable Fabrics including linen for building furnished by Government, Cooking utensils, plates and kitchen necessities for hospitals and other Educational Institutions. | Without any limit but subject to budget provision. | All Heads of Departments and Offices |
| 13. | Consumable stores such as Wood, Charcoal, coal ,coke etc. | Without any limit but subject to budget provision. | All Heads of Departments and Offices. |
| 14. | Manures-both organic and Chemical. | Without any limit but subject to budget provision. | All Heads of Departments and Offices. |
| 15. | Seeds and Straw. | Without any limit but subject to budget provision. | All Heads of Departments and Offices |
| 16. | Forest products are such as fuel, timber, fire wood, bamboo grass and fodder. | Without any limit but subject to budget provision. | All Heads of Departments and Offices |
| 17. | Non-manufactured articles locally extracted and utilized without much modifications such as rubble, stones river sands, murum, and other quarried materials. | Without any limit but subject to budget provision. | All Heads of Departments and Offices |

- | | | | |
|-----|---|---|---|
| 18. | Building materials such as bricked, cement, bamboo matting country tiles, gheru, stones, marbles lime and chalk. | Without any limit but subject to budget provision. | All Heads of Departments and Offices |
| 19. | Specialized machinery having only one make or one manufacturer. | Without any limit but subject to budget provision. | P.W.D. Officers not be below the rank of Ex-Engineers and in the case of other Departments all Gazette Officers in Class-I Service of the State provided they are Heads of Departments or Offices. |
| 20. | Spare parts of particular manufacturers for their own machinery and automobiles and for which there are no rate contracts. | (i) 10% of the cost of the machinery in a year.

(ii) Without any financial limit | P.W.D. Officers not be below the rank of Ex-Engineers and in the case of other Departments all Gazette Officers in Class-I Service of the State provided they are Heads of Departments or Offices.

(ii)The Aviation Adviser to Government. |
| 21. | Articles such as food stuff, skimmed milk powder, groceries bottle-food, cattle feed etc. | Without any limit but subject to budget provision. | Heads of Departments and Offices |
| 22. | All article which are controlled in release or in price (for the duration of control only). The articles such as joists, heavy structural rounds, plates etc. From producers or from the Registered Stockiest, as the case may be, at price limited by the controlled prices. | Without any limit. | All Heads of Departments and Offices |

- | | | | |
|-----|--|--|--|
| 23. | Kerosene Oil | Upto 2250 litres in bulk. | Heads of Departments and Offices |
| 24. | Stationery required by Officers of Prohibition and Excise Departments located in out of the way places. | Rs.3,000/- per year limited to absolute requirements. | Excise and prohibition Officers permitted by the Director of Prohibition and Excise. |
| 25. | Lino and Mono Metal required by Govt. Presses. | Without any limit but subject to budget provision. | Director, Government Printing and Stationery, Ahmedabad. |
| 26. | Swords, Scabbards and Lethal Weapons | Without any limit but subject to budget provision. | Heads of Departments and Offices |
| 27. | Tents and Rahuties. | Without any limit but subject to budget provision. | Heads of Departments and Offices |
| 28. | Calculating machines at the rates approved by the Government of India subject to the condition that they are certified to be so. | Without any limit but subject to budget provision. | Heads of Departments and Offices |
| 29. | Wooden furniture outside Ahmedabad Municipal Limits. | Without any limit, but subject to budget provision and subject further to the condition that they are obtained through Jails Government or Semi-Government institutions and failing that after calling competitive tenders and accepting the lowest. | Heads of Departments and Offices |
| 30. | Stores, the total value of which is less than Rs. 250 except those stores which are not available locally and also those stores for which C.S.P.O. | - | Heads of Departments and Offices |

has made annual quantity or running,rate contracts.

31. Articles other than those mentioned above and which are required occasionally and urgently and in small quantities.
- (i)The aggregate cost not exceeding Rs.10,000 per year.
- (i)Public Works Department Officers not below the rank of Ex-Engr., Director, Govt. Printing & Stationery, Inspector General of Prisons, Director of Education, Director of Technical Education, Civil Surgeons, Milk Commissioner Inspector General of Police & Director of Geology & Mining (A vide Addendum Health & Industries Department No. SPO. 1065(MCP.263.72990) 565-Kh dated 20.1.65.
- ii) The aggregate cost not exceeding Rs. 2,000 per annum or 50% of contingent grant whichever is less.
- (ii) Other Gazette Officers in Class-1 of the State Services Provided they are Heads of Department. or Office.

Note In making purchase of these articles the normal procedure of inviting tenders etc., as laid down by Government Resolution, Education and Industries Deptt. No.8000 dated the 14th May 1949 as amended from time to time should be strictly adhered to and reports of all such purchases should be promptly made to the C.S.P.O. in the standard form No. Gen. 255-C (Specimen appended thereto) copies of which can be had on indent from the Director, Government Printing & Stationery, Ahmedabad, and similarly, while making these purchase preference should be given to the Cottage Industries Products to the extent laid down in Govt. Resolution, Education and Industries Deptt. No. 8115,dated the 12th July 1949 as reprinted in Govt. Resolution, Industries and Co-operation Deptt. No.8115-G dated the 26th March 1957 as amended from time to time.

OPY OF G.R.I. & C.D.NO.SPO – 2258 – IND – II DATED 25TH SEPT., 1958.

N.B. Purchasing power's delegated to various authorities under at Sr.No. 1 to 29 and 31 are doubled vide Industries Mines & Power Deptt. Resolution No. SPO/473/866-Ch dt. 5.3.87 & enhanced the power from Rs. 10000/- to Rs. 20000/- for Sr.No. 30 vide Reso.No. SPO/1086/5542-Ch dt. 11.9.96

RESOLUTION

It has been brought to the notice of Government that an average number of indents for stores were received by the Central Stores Purchase Organization from the Government Offices as late as January and February 1958 for purchase of stores before the end of the last financial year i.e before 31st March 1958. Government considers that this practice is not desirable from the administrative and financial points of view especially as the contractors are inclined to raise their prices knowing that Government is in urgent need of those articles. It is therefore considered necessary that arrangements should be made by the Government Officers to ensure that they place indents with the Central Stores Purchase Organization long before the end of financial year. Having regard to this Govt. is pleased to direct that all Govt. Officers, should hereafter adhere to the following programme and instructions in respect of placing of indents with the Central Stores Purchase Organization:-

- (1) All normal indents for store should be placed before 30th Sept. of the year.
- (2) Indents for specialized type of stores in respect of which considerable time is required for preparation of details specifications etc., should be placed, in any case, before the end of December of such year.
- (3) Ordinarily no indents in respect of supplies required before the end of the financial year should be placed after December. In the case of emergent requirements, however, special case may be made out and the indent may be placed before 31st January. Such cases should, however, bear the certificate of the Secretary of the Administrative Department concerned indicating the emergent nature of the requirement and should be addressed to Secretary, Industries and Cooperation Deptt., Who will then decide on the further action to be taken.
- (4) Separate indents, (in triplicate) should be submitted on the Central Store Purchase Organization for different groups of stores such as (a) Machine tool, electric machinery, agricultural machinery, boilers, automobile (b) Electrical goods and accessories (c) Scientific and measuring instruments (d) General Hardware Metal sheets and road pipes and tools etc. (e) Stationery (f) Textiles, Uniforms leathers goods and rubber (g) furniture and office equipment (h) Chemicals, medicines, Drugs disinfectants oils paints, lubricants, photographic goods.

- (5) Annual indents of all the requirement of the Officers of the Public Works Department should be sent duly consolidated by the Superintending Engineers, and those of the Officers of the other Departments by the Heads of the Departments concerned.
- (6) Indents other than annual as well as Indents ordinary supplementary, should be sent to the Central Stores Purchase Organization periodically consolidating the demands, which can be foreseen as far as possible, in triplicate, in the prescribed form. The Heads of the Depts may send such Indents. And Heads of the Office (i.e. Ex. Engineers in the case of Public Works Deptt. and by the Gazetted Officers of Grade-I of State Service) consolidating the common requirements and bulking to other items of different specifications of the various subordinate officers under their control.
- (7) An indent on the Central Stores Purchase Organization should not contain an item, the total value of which is less than Rs.250 except for stores that are not available locally and also for stores for which the Central Stores Organization has made annual quantity or rate contracts.
- (8) In the case of stores costing more than Rs.20, 000 the demand in respect of which could not be anticipated earlier for the reasons beyond the control of the indenting Officer and which are required urgently the "Urgent Order Procedure" as laid down in Government Resolution, Development Department No.SPO-1254/F dated 9th December1954, should be followed but in such cases the indenting offices should obtain the approval of Government before they instruct the Director of Industries and Central Purchasing Officer to follow the "Urgent Order Procedure". They should also certify against every indent as under: -
- a)"I certify that the accompanying indent is of every urgent nature and should process by the Central Stores Purchase Organization under the "Urgent Orders Procedure".
- b)"I further certify that adequate provision for payment in respect of this indent is made by the State Government Resolution No.

OR

In the event of the supplies being delivered in a period of two financial years."

I further certify that financial provision is made by the State Government in respect of the payment for these supplies as a Provision for Scheme extending over a period of two years under Government Resolution No.
dated

(c) In the event of certain finance being made available by the Central Government in respect of any of the Schemes for which orders have been placed with the Central Stores Purchase Organization, there should be a certificate by the appropriate authority to the effect that "I certify that the necessary finance is sanctioned by the Government of India in respect of the supplies covered by the indent under the Second Five Year Plan for being incurred during the current year". Such a declaration should be signed with by a Secretary or a Joint Secretary to Government after the proposal to follow the "Urgent orders Procedure" is approved by Government.

(9) It is noticed that in view of the difficulties in respect of obtaining foreign exchange and delays involved in getting goods of foreign make, the indenting Officers prefer to purchase towards the end of the financial year, material from ex-stock at higher rate. This is not desirable. If the Indenting Officers desire to purchase materials of imported origin, they should move their Heads of Departments much in advance (i.e. in the beginning of the financial year) with a view of obtaining wherever possible foreign exchange facilities through the Government of India in respect of such purchase and place their indents with the Director of industries and Central Purchasing Officer.

(10) It is also noticed that some of the Indenting Officer carry on negotiations with tenderers after opening of tenders. This is not desirable and should be stopped forthwith. If any of the Indenting Officers feels that some negotiations are necessary with the tenders or tenderers he should ask the Director of Industries and Central Purchasing Officer to do so.

Appendix

Sr. No.	Description or Article with Detailed Specifications	Supplies	Quantity	Rate Rs. P.	Unit	Total
1	2	3	4	5	6	7

Where lowest tender not accepted reasons for ignoring lowest tender.	Reasons for Selecting Non-Indian article (Where applicable)	Remarks
8	9	10

Designation and Signature of
the Indenting Officer.

Central Stores Purchase Organization Procedure
For the purchase of stores through the...

GOVERNMENT OF GUJARAT
Industries, Mines & Power Department
Resolution No.SPO-1066/1777-KH
Sachivalaya, Ahmedabad-15, 3rd May 1966.

Regd: Government Resolution, Health and Industries Department
No. SPO-1064/329-G.I., dated the 5th June 1964.

Resolution

Under Government Resolution Health and Industries Department No.SPO 1064/329 GI, dated the 5th June 1964 the Heads of Departments and Officers have been authorized to make direct purchase (i.e. without the help of Central Stores Purchase Organization) of stores, the total value of which is less than Rs.250/- except those stores which are not available locally and also these stores for which the Central Stores Purchase Organization has made annual quantity or running rate contracts. After careful consideration, Govt. has decided that as the above limit of Rs.250 is found inadequate and as it adversely affects the efficiency of the Central Stores Purchase Organization it should be raised to Rs. 750/-. The entry No (30) in the appendix to the Government Resolution Health and Industries Department quoted above should be accordingly modified by substituting the word and figures "Rs. 750/-" in place of the word and figures "Rs. 250-" therein.

This Resolution issues with the concurrence of the finance Department dated the 19th April 1966 on this department File No.SPO-1065/10271-KH.

By order and in the name of the Governor of Gujarat.

H.M.Bhatt,
Dy. Secretary, to the Government of Gujarat,
Industries, Mines & Power Department.

Copy to:

The Secretary to the Governor of Gujarat.
The Registrar, High Court, Ahmedabad (By letter).
The Secretary, Gujarat Legislature Secretariat (By letter).
The Secretary, Gujarat Public Service Commission, Ahmedabad (By letter).
The Public Works Department.
The Finance Department.
All other Department of Secretariat.
The Director of Industries & Central Purchasing Officer, Ahmedabad.
The Director, Government Printing & Stationery, Ahmedabad.
The Other Heads of Departments and Heads of Offices under the several
Departments of Secretariat.
The Accountant General, Gujarat State, Ahmedabad.
The Pay and Accounts Officer, Ahmedabad.
The Resident Audit Officer, Ahmedabad.
All Branches in Industries, Mines & Power Department.
C.A. Registrar for ab.
Select file.

Central Stores Purchase Organization
Procedure for the purchase of stores
through.....

Government of Gujarat
Industries, Mines & Power Department,
Resolution No.SPO-1071-6654-Ch.
Sachivalaya, Gandhinagar, 7th August 1971.

Regd: Government Resolution Health and Industries Department
No.SPO-1064-329.G.I, dated 5th June 1964, Government
Resolution Industries, Mines and Power Department No.
SPO-1076-1777-Kh dated 3rd May, 1966. Government
Resolution, Industries, Mines and Power Department No.
SPO-1067-7862-Kh, dated 16th December, 1967.

Resolution:

Under the above referred Government Resolution dated 16th December - 1967 the limit of Rs. 250/- originally prescribed under Government Resolution, Health and Industries Department No.SPO-1064-329, G.I. dated 5th June 1964 was raised to Rs.1, 000 within which the Heads of Department Offices can make direct purchase (i.e. without the help of Central Stores Purchase Organization) of stores except those stores which are not available locally and also these stores for which the Central Stores which are not available locally and also these stores for which the Central Stores Purchase Organization has made annual quantity or running rate contracts. Government is now pleased to raise the same limit to Rs. 2,500/- (two thousand five hundred only). The entry No. (30) in the appendix to the Government Resolution dated 5th June 1964 should be accordingly modified by substituting the words and figures "Rs. 2500" in place of the word and figure "Rs. 1,000 " .

This issue with the concurrence of the Finance Department dated 20th July 1971 on this department file of even number.

By order and in the name of the Governor of Government,

Sd/- **(Sunil Sud)**
Under Secretary to the Government of Gujarat,
Industries, Mines and Power Department.

Central Stores Purchase Organization
Procedure for the purchase of stores
through.....

Government of Gujarat
Industries, Mines & Power Department
Resolution No.SPO-1071-6755-CH
Sachivalaya, Gandhinagar, 16th August 1971.

Read: Government Resolution, Health and Industries Department
No. SPO-1064-329-G I. Dated the 5th June 1964.

Resolution:

Under the above-referred Government Resolution dated the 5th June 1964 under item (31) the limit of Rs.2, 000/- (Rs. Two thousand) was prescribed within which Class-I Gazetted Officers of the State Service, provided they are Heads of Departments or Offices, could make direct purchase (i.e. without the help of Central Stores Purchasing Organization) or Articles, which are required occasionally and urgently and in small quantities

Government is now pleased to raise the aforesaid limit from Rs. 2,000/- to Rs.5,000/-. The entry No.31 in the appendix to the Government Resolution No.SPO-1064-329-G.I , dated the 5th June, 1964 should be accordingly modified substituting the words and figures "Rs. 5,000" in place of word and figures "Rs. 2,000" therein.

This issue with the concurrence of Finance Department, dated the 4th July 1971 on the department file of even number.

By order and in the name of the Governor of Gujarat,

Sd/-

(SUNIL SUD)

Under Secretary to the Government of Gujarat,
Industries, Mines & Power Department.

**Central Stores Purchase Procedure
clarification**

Government of Gujarat,
Industries, Mines & Power Department
Circular No. SPO-1071-9388-CH
Sachivalaya, Gandhinagar, 6th December 1971.

Regd: Government Resolution, Health and Industries Department
No.SPO-1064-329-G.I, Dated 5th June 1964.

Government Resolution, Health and Industries Department.

Government Resolution, Industries, Mines and Power
Department No. SPO-1071- 6654-Ch dated 7th August 1971.

CIRCULAR

As per entry 30 of the Appendix attached to Government Resolution, Health and Industries Department No.SPO-1064-329-G-I dated 5th June 1964, Heads of Departments and Heads of Offices are empowered to Purchase Stores, the total value of which is less than Rs. 1,000/- except those stores which are not available locally and also those stores for which Central Stores Purchase Organization, has made annual quantity or running rate contracts, without reference to the Central Stores Purchase Organization. This limit of Rs.1,000/- has since been enhanced to Rs.2500/- under Government Resolution, Industries, Mines & Power Department No. SPO-1071-6654-Ch dated 7th August 1971 -

In view of certain doubts having been raised in regard to the operation of this unit. Government is pleased to clarify that the limit of purchase power upto Rs. 2500/- should be treated as purchase per item per annum.

By order and in the name of the Governor of Gujarat.

D.P.BHARUCHA

Section Officer,
Industries, Mines & Power Department.

Central Stores Purchase Organization
Procedure for the purchase of stores
through....

Government of Gujarat
Industries, Mines & Power Department.
Resolution No.SPO-1071-155-CH
Sachivalaya, Gandhinagar, 21st January 1972.

Read: Government Resolution, Health and Industries Deptt.
No. SPO/1064/329/G.I dated 5th June 1964.

Resolution:

Under the above-referred Government Resolution dated 5th June 1964, under item (31-1) the limit of Rs. 10,000/- (Rupees ten thousand only) was prescribed within which Class-I Gazetted Officers of the State Service could make direct purchase of the articles, which are not included in the appendix and which are required occasionally and urgently and in small quantities.

Government is now pleased to enhance the above said limit from Rs. 10,000 to Rs. 25,000. The entry No.31 (i) in the appendix to the Government Resolution No. SPO/1064/329/G-I dated 5th June 1964 should be accordingly modified substituting the words and figures "Rs. 25,000" in place of words and figures "Rs. 10,000" therein.

This issues with the concurrence of the Financial Advisor dated 5th January 1972 on this department's file No.SPO/1071/8965/Ch.

By order and in the name of the Governor of Gujarat.

Sd/-

(C.K. Koshy)

Under Secretary to the Government of Gujarat,
Industries, Mines & Power Department.

Central Stores Purchase Organization
Procedure for the purchase of stores
through.....

Government of Gujarat
Industries, Mines & Power Department
Resolution No.SPO/1071/3250-CH
Sachivalaya, Gandhinagar, 30th Sep. 1982.

Regd: Government Resolution, Health and Industries
Department No.SPO-1064-329-G.I dated 5th June 1964.

Government Resolution, Industries, Mines & Power
Department No. SPO-1066-1777-Kh dt. 3-5-1966.

Government Resolution, Industries, Mines and Power
Department No. SPO-1067-7862-Kh dated 16-12-1967.

Government Resolution, Industries, Mines & Power
Department No. SPO-1071-6654-Ch dt. 7-8-1971.

Resolution:

The Heads of Department/Offices can make direct Purchase of Stores (i.e. without the help of Central Stores Purchase Organization) except those Stores which are not available locally and also those Stores for which the Central Stores Purchase Organization has made annual quantity or running/Rate Contracts upto the limit of Rs. 2500/- (Rs. Two thousand five hundred only).

Government is now pleased to raise the same limit to Rs. 5000/- (Rupees Five Thousand only) from Rs. 2500/- (Rs. two thousand five hundred only).

The entry No.(30) in the Appendix to the Government Resolution dated 5.6.1964 referred to in the preamble should be accordingly modified by substituting the words and figures "5000" in place of the words and figures "Rs. 2500".

This issues with the concurrence of the Finance Department dated 16.9.1982 on this Department file of even number.

By order and in the name of the Governor of Gujarat.

Sd/-
(R.U. ASNANI)
Section Officer,
Industries, Mines & Power Department

APPENDIX-3

P.A.C. Recommendation Instructions
regarding avoidance of delay in
invitation of tenders and finalization
of A/Ts.

Government of Gujarat,
Industries, Mines and Power Department,
Circular No.PAC/1181/1221/CH,
Sachivalaya, Gandhinagar,
Dated the 8th November, 1981.

CIRCULAR:-

1. The Public Accounts Committee in its first report of the Sixth Gujarat Legislative Assembly on Audit Report and Advance Audit Report for the year 1972-73, has noticed that in a case of the work of air conditioning of certain parts of the Central Laboratory of the vaccine Institute, Baroda there had been considerable delay at various stages for various such as the Indenting Officer not furnishing blue prints and site plans, not giving expeditious clarifications of technical specifications sought by tenderers, modifying specifications off and on, delay in taking decision regarding change of site, modifying the drawings earlier sent, and ambiguous recommendations and not assigning reasons for rejecting lower quotations etc. The Committee has therefore, recommended that strict instructions should be issued to all Indenting Officers to avoid such lapses and to keep a watch on the pending indents so that the materials are procured in time and works do not suffer.

2. Government is therefore, pleased to direct that the Indenting Officers and the CSPO should strictly comply with the following instructions.

- (i) The indents sent to the Central Stores Purchase Officer (CSPO) should be complete in all respects;
- (ii) The specifications should be clear.
- (iii) Where tenders are sent to the Indenting Officers by the CSPO for scrutiny, the recommendations made by them should be in clear and unambiguous terms;
- (iv) Whenever any information or clarification is asked for by the CSPO from Indenting Officers it should be furnished to him promptly. The failure to comply with these instructions will be dealt with severely.

3. The Central Stores Purchase Officer should periodically hold meetings with a representative of each Indenting Department not below the rank of Deputy Director and personally discuss with him all the pending indents with a view to seeing that whatever deficiencies are there in the indents, are removed and necessary clarifications are made so that no time is vested in correspondence.
4. With a view to monitoring the pending indents at the Secretariat level also the CSPO should send a monthly statement to Government in the Industries, Mines and Power Department giving details of department-wise indents pending and the Secretary to Government in Industries, Mines and Power Department should place such statements before the Secretaries Purchase Committee and this Committee should scrutinize the statement and wherever any indent is pending for unduly long time. It should take up the matter with the Secretary of the Department concerned and see that the disposal of the indent is expedited.
5. Sometime it so happens that an indent may be of a small amount but the item included therein may be essential for a big work scheme or project and if that item is not procured in time, the whole work or scheme or project may be delayed and there will be considerable loss to the State as well as to the Nation. The Committee therefore, officers that while examining indents the C.S.P.O. should items from this angle also and should give prior to such indents.

By order and in the name of the Government of Gujarat,

W.R.PARMAR

Under Secretary to the Government

To

The Director of Health and Medical Services (health and Medical), Ahmedabad.
The Central Stores & Purchase Officer, New Mental Hospital Bldg., Asarwa,
Ahmedabad.

Copy to:-

1. All Departments of Sachivalaya, Gandhinagar.
2. All Heads of Departments under several Heads of Deptts.of Sachivalaya.
3. All Branches of I.M.P.D.
4. Select file.

APPENDIX-4

Central Stores Purchase Organization –
Procedure for the Purchase of stores
Through the Secretaries Purchase Committee.

GOVERNMENT OF GUJARAT,
Industries, Mines & Power Department,
No.SPO-1179-1198-CH,
Sachivalaya, Gandhinagar.
Dated the 20th April, 1982.

Read:- G.R. H. & I. Deptt. No.SPO-1064-329-G(i) dtd. 5.6.64.
G.R. I.M.P.D No.SPO-1179-9909-CH, dtd. 12.12.79.

CIRCULAR

As per prevailing orders, the approval of the Secretaries Purchase Committee is required in respect of the following kinds of stores purchases:-

- (i) the value of stores to be purchased exceeds the limit of Rs. 25 lacs.
- (ii) the purchase of stores at the rates higher than the lowest quotation received.
- (iii) the Purchase of branded or monopoly items.

The Administrative Departments proposing purchases of above kinds of stores are required to prepare self contained notes and send them to the Jt. Industries Commissioner(CSPO) who will obtain the approval of the stores Purchase Committee by circulation. The CSPO has brought to the notice of the IMPD that the Administrative Departments are not following this practice and they are referring their file u.o. to the Jt. Industries Commissioner(CSPO). It is not possible for the CSPO to go through the entire file of the departments and prepare self contained notes for SPC. Besides these file do not contain the important details regarding necessary Govt. sanction, technical justification for the purchase from a particular manufacturer, prices, terms and conditions and relevant literature, opinion about reasonableness of prices recommendations of the indenting department etc.

All the Administrative Departments of Secretariat are requested to see that detailed notes on stores purchase requiring SPC's approval are submitted to the Jt. Industries Commissioner & (CSPO) and the Department files are not referred to him u.o.r. The notes should invariably contain the following information –

- a. Necessary Govt. Sanction for purchase.
- b. Technical justification for the purchase from the particular manufacturer.
- c. Prices, terms and conditions as per the firm's tender and relevant literature.
- d. Opinion about reasonableness of prices.
- e. Recommendations of the Indenting Department and justification for that.
- f. More over, if tenders are invited, the note for the stores purchase committee should contain details of tender enquiry, when and where it was published, number of tenders received, considered and ignored and comparative prices of tenders.
- g. Other relevant details as per the merit of the case.

By order and in the name of the Governor of Gujarat.

Sd/-
(R.U. Asnani)
Section Officer
Industries, Mines & Power Department,
Gandhinagar.

To

Secretary, All Departments of Secretariat
The Industries Commissioner, Ahmedabad
The Jt. Industries Commissioner & Central Stores Purchase Office, Ahmedabad.
The Accountant General, Gujarat, Ahmedabad/Rajkot
All Branches of IMPD
Financial Adviser, IMPD
Select file

APPENDIX-5

Preventive Measures for Purchase

GOVERNMENT OF GUJARAT
Industries, Mines & Energy Department,
Circular No.SPO/1091/4473/CH
Sachivalaya, Gandhinagar,
Dated the 28th January, 1992.

C I R C U L A R

Government have issued circulars/instructions from time to time regarding the policy, procedure, rules and regulations to be followed in making purchases for Government Departments, public bodies, Corporations, Boards, Companies and local bodies.

As a measure of preventive vigilance and in order to streamline and systematize purchase procedures and practices by Government Departments, Public Sector Enterprises and other public bodies in the context of huge purchases involving crores of rupees being made every year by such public agencies for procuring machineries, equipments, building materials, raw materials, consumables, other materials, vehicles, furniture, medicine, stationery-articles, etc., the Vigilance Commission has prepared an exhaustive list of irregularities, shortcomings and malpractices which have been noticed in the mater of various purchases made by Government Departments and other bodies in the State. This list is enclosed as Annexure to this Circular.

It is felt that if this comprehensive list is circulated amongst the Heads of Departments and Offices under them as well as to the various Public Sector Enterprises and autonomous institutions, like Panchayats, Municipal Corporations, and Municipalities etc. it would provide good guidance to good officers and a warning to others. Sometimes, it happens that new officers when they come to handle large purchases on their initiation or induction, they are not aware of the pit falls and loopholes that they have to face in the system. There are, no doubt, rules and regulations which enumerate various "Do's and Don'ts" but they are not at one place and it is sometimes not possible for all officers to be up-to-date about all the rules and regulations. For them this list may be a ready reckoner to be supplemented by due reference to concerned rules and regulations.

Those who are corrupt or indifferent must realize that their superiors are keeping an eye on them. This list may be useful to all the superior officers from this angle.

All Departments, Heads of Departments, Offices under them, Direct Demanding Officers (DDCS.) M.Ds. of Public Sector Enterprises, Municipal Commissioners are hereby advised to ensure that purchases are made strictly in accordance with the policy, guidelines, rules and regulations laid down by Government from time to time. They should also take note of the irregularities, malpractices and short-comings noticed by the Vigilance Commission as laid down in the Annexure and ensure that all steps are taken to guard against recurrence of such irregularities in all purchases made by them and that all pre-requisites and procedures are strictly complied with while making purchases.

All Departments are also requested to issue suitable instructions in this matter to Heads of Departments and offices, Boards/Corporations/Public Sector Enterprises under them. Departments may also go on adding or modifying the various items in the list as per their experience. The list could be updated once in a year to be circulated to all the concerned offices for guidance.

By order and in the name of the Governor of Gujarat,

Rajendra Bhatt
Joint Secretary to Government,
Industries, Mines & Energy Department.

To
All Secretariat Departments,
All Heads of Departments
All Heads of Public Sector Enterprises
All Corporations, Boards and Companies.
All Heads of Departments and Heads of Officers under the several Departments of Secretariat.
All Collectors/DDOS.
All Municipal Corporations
All Municipalities
All Panchayats.
** The Vigilance Commission, Gandhinagar
** The Secretary, GPSC, Ahmeabad
** The Registrar, Gujarat High Court, Ahmedabad.
The I.C. Ahmedabad.
The Jt. Commissioner of Industries, CSPO AHMEDABAD.
All Branches of IM&D
Select File

****BY LETTER.**

ANNEXURE

Some irregularities, shortcomings and malpractices noticed by the Vigilance Commission in the purchases of machinery, equipment, stores, materials, furniture etc. by Government Departments, Public Sector Enterprises and other Public bodies.

A. IMPROPER PLANNING:

1. Purchases were made without Administrative Approval or/and without technical sanction by competent authority.
2. Estimates were prepared and sanctioned without proper assessment of rates which resulted in sanction of exorbitant rates. Estimates were not based on SOR for last purchase rate plus inflation plus increases in taxes etc. or on basic analysis or on prevailing market rates.
3. Estimates did not include specific description of items. This resulted in purchase of items which were not useful. Some loopholes were deliberately kept in the description or/and in the specifications of items favouring the selected firms.
4. Purchases were Initiated and procurement was done without availability of funds.
5. Before purchase of stock materials, annual Reserve Stock Limits (RSL) are required to be approved by the Government estimates for the purchase of specific items are required to be prepared and sanctioned. In many cases, this was not being done. This resulted in unauthorized purchases with non-control on quantity and rates.
6. Purchases were made in excess of those provided in the estimates without sanction from the competent authority.
7. Premature purchase (often malafide) of huge materials and large scale equipments were made debiting the purchase on work, resulting in block up of the capital and deterioration of the equipment/materials collected. On subsequent changes in the scope of the work, part of the materials also remained unutilized.
8. There were instances in which Central Departmental purchases were made (often malafide) without demands from indenting officers or after collecting made up demands from the indenting officers or without verification of the genuineness of such demands, resulting in blocking up of the capital and deterioration of materials and equipment.
9. Before purchasing the materials required for an item of work sanctioned earlier, separate estimates for material and for the work were not prepared and sanctioned to limit the expenditure on items of the work to the amount sanctioned earlier.

10. Several petty purchases were made without sanction of estimates though total purchases involved very huge amounts. Deliberate splitting and sub divisions of substantial purchases were often made to keep competency of sanction at low levels and to favour some suppliers with ulterior motives.
11. Indents for purchases were put up without verifying the availability from the stores or/and without indicating provisions in estimates. Descriptions of items indented were not clear, especially for nonstandard items. Indents did not include the probable date by which the articles were actually required for the work.
12. For equipment, implements and stores needed for scarcity works purchases were not properly scheduled. This resulted in delays in procurement, purchases at higher prices, quality deficient purchases, purchases from relatively nonstandard and from less reliable agencies.
13. Hasty purchases were made (sometimes deliberately) during February/March. These could have been planned well in advance to avoid higher prices, inferior quality and so on.
14. There were instances of creating avoidable crisis situation by not taking timely action and advance planning of procurement of materials and bye-passing various procedures by making purchases at the last moment in the name of urgency/emergency/short supply etc.

B. FAULTY PURCHASE POLICY:

15. The overall aim is to have quality goods in required quantum at reasonable prices in schedule time from reliable agencies. The status of the purchases being made revealed that we are significantly off in achieving this aim.
16. Price-escalation was granted on PVC material on the basis of price variation by IPCL though the agencies used imported low cost raw material, the price of which was not affected by the price rise declared by IPCL. When price escalation formula is specified, it should be based on the price of the raw materials being controlled commodities, and not on factors like wholesale price index. Clear cut policy guidelines should be issued for building escalation clause.
17. Bulk or large purchases were made at unusually high rates from co-op. societies, recognized institutions without inviting tenders/rates. In many cases, orders were placed for articles which were not included in the list of articles permitted to be purchased from these agencies and which were not manufactured by these agencies.

18. Purchase of electrical and mechanical articles and equipment, as per prevailing rules, are to be made by concerned Electrical or mechanical wing of the Departments. They were unauthorized done by Civil engineering officers in civil engineering wing. Lack of know-how resulted in acceptance of poor quality articles at higher rates. As a general policy, standard articles should be purchased several contracts were fixed without insisting on standards.

C. WRONG PURCHASE AGENCIES:

19. Except for small purchases, limited to say Rs. 5,000/-, all major purchases are required to be made through following agencies in the order mentioned:-

- (i) Rate contracts (RCs) fixed by CSPO or DGS&D.
- (ii) Rate contracts, running contracts or fixed contracts entered into by the Govt. Deptts. Boards etc.

These rules were not strictly followed. In many cases, purchases were made outside RCs fixed by CSPO/DGS&D, either knowingly or otherwise. There is a need to ensure, availability of information on RCs fixed by CSPO/DGS&D, to the officers dealing with such purchases.

D. SHADY SMALL PURCHASES:

20. In several cases, the requirements were split up in parts to limit the total amount within the power of the purchasing officer without competent sanction for the split up. There were instances where on the same day or during the same week several orders were placed, deliberately on the same agency, for supply of the same item, with a view to bring the amounts in each order within the competency of the purchasing officer.

21. In several instances, where SOR of items did not exist, exorbitant rates were paid.

22. Small purchases should be made from standard firms, a panel of which should be maintained and updated. This practice was usually lacking.

23. Several purchases were found to be made from bogus agencies, from agencies whose shops did not exist or from those who did not have sales tax numbers, licences etc.

24. Purchases were based on single quotation or on quotations collected from sister concerns or non-existent firms.

25. Certificates regarding reasonability of rates were furnished on the requisitions without actual assessment of prevailing rates.

26. For maintenance and repair works, periodical requirements should be purchased on 'D' tenders on which six monthly or annual rate are approved. In several cases, purchases totaling to a huge quantum and large amounts were deliberately made in piece-meal on requisitions outside 'D' tender.

27. All small purchases which are not reflected in store accounts are required to be entered in local purchases registers. This was not followed scrupulously.

E. DEFECTS/LOOPHOLES IN APPROVAL OF TENDER PAPERS:

28. Draft tender papers (DTPS) were not prepared and not approved prior to invitation of tenders.

29. DTPs were not carefully prepared. Intentional loopholes kept for the benefits of chosen suppliers, were also noticed.

F. DEFECTS/LOOPHOLES IN TENDER SPECIFICATIONS:

30. Contradictory specifications were provided in some instances. Specifications were drafted and then a line was added indicating that the materials should be as per relevant IS. The provisions in the drafted specifications varied from those in IS.

31. For supply of manufactured items like pipes of different materials and types, pumps, accessories, cables etc. a mention is usually made that the articles should be as per relevant IS but essential details from the IS are not brought out in the specifications. Usually IS are not available in the field. There were instances when they were not available in the sub-division, the division and even in the Circle. This resulted in acceptance of materials of sub-standard quality, either intentionally or due to ignorance on part of concerned staff/officers.

32. In most of the 'D' tenders, for six monthly or annual requirements, specifications for articles of purchases were not enclosed. This resulted in absurd rates, left wide discretion in the hands of local officers and resulted in heavy losses to the State Exchequer.

33. Specifications of items intended to be purchased should provide a detailed description of the items and the required functions. Relevant IS (or International Standard) and year should be stated; tests to be carried out should be clearly indicated Inspecting authority should be identified warranty/guarantee clauses should be furnished. This enables the suppliers to know exactly what is demanded and enables the officers accepting the goods, easy, quick and accurate verifications. It was observed in general, that above requirements were not scrupulously followed.

34. There is a need to standardize the specifications of articles needed in large quantities and also of those, which are costly.

G. UNREALISTIC TENDER CONDITIONS

35. Tenders were evaluated as non-responsive on the basis of filmy grounds provided in the tender conditions. The conditions rendering the tenders non responsive included provisions like a specific mode of payment of EMD like demand draft only failure to attach some formal certificates etc. Such conditions were not in public interest.
36. Unrealistically short time limits for supply were specified sometimes intentionally. This meant agencies with ready stock only could fill up the tenders. This lead to non competitive high rates.
37. Warranty/Guarantee periods were not specified. They should be specified to deter premature purchases and to ensure quality products.
38. Tenders for purchases did not generally have conditions for procurement at their risk cost in eventualities of failures by agencies to supply the articles in specified time, Like in tenders for works, such a condition is essential.

H. DEFECTS IN SHORT LISTING OF AGENCIES FOR TENDERING:

39. With a view to avoid tendering by agencies, which are not desirable on account of competence etc., short listings (pre-qualification) are made. Instances were however observed where -
 - (1) Objective criteria for short-listing were not fixed in advance.
 - (2) Names of agencies which were not manufacturers were included in the shortlists in which only the manufacturers were to be included.
 - (3) Considerations were given to criteria which were vague and could not be defined;
 - (4) Criteria were deliberately fixed to include or exclude certain agencies otherwise than in public interest.
40. For some sizeable purchases pre-qualification of agencies was not done. After opening the tenders, the capabilities of agencies was superficially examined. Several tenders were considered non responsive on the basis of such examinations. For purchases of items of common use like pumps and accessories, pipes of all types, cables, rigs etc. pre-qualifications are essential. Criteria for pre-qualifications should be fixed in advance of the short listings.

I. DEFECTS AND LOOPHOLES IN TENS DER INVITATION:

41. Tender notice should have adequate notice period and wide publicity. In respect of some tenders for purchases, notice period was found

inadequate. In many invitations, the notice appeared late in newspapers, (sometimes by deliberate moves), leaving very little time for fair competition.

42. To induce competition, tenders notices should be properly published and should furnish adequate information like quantum, amount, period of delivery, place of delivery etc. along with the usual dates for issue, acceptance and opening of tenders. Such details, in several instances, were lacking.

43. In some instances of huge purchases, wide publicity through local and national newspapers were not given, sometimes intentionally.

44. For some huge purchases, tender notices did not mention quantities, thus averting fair competition. Large orders were subsequently placed at high rates on favoured firms.

45. Instances of deliberately re-strictly issue of tender notices to only selected agencies were noticed.

46. Fresh rates were required to be invited and tenders finalized before the expiry of annual or periodical 'D' tender time limits. This was not done. legitimate gains to favourite parties were noticed.

J. MALPRACTICES IN ISSUE OF TENDERS:

47. In several cases, tender papers were not kept ready before issue of the tender notices. When interested agencies do not get tender papers inspite of several inquiries, they are discouraged from purchasing tenders. Only preferred agencies having inside information and bidding high offers received in specified time, were subsequently favoured.

K. OPENING OF TENDERS:

48. Procedure to be adopted at the time of opening of tenders is as follows:

- i. To be opened at the advertised time and place in presence of tenderers or their representatives who may like to attend.
- ii. All the corrections and over-writings in the tender to be attested and numbered in red ink on each page with dated initials of the officer opening the tender and to get them attested invariably by the tenderers, before acceptance of the tender.
- iii. On each page of the schedule 'B', the number of corrections and over-writings to be clearly mentioned at the end of each page and to be properly attested with the dates. Any omission observed to be brought out clearly on each page.

- iv. Connections and over-writings to be allotted separate numbers.
- v. Any ambiguity in rates quoted by the tenderer in works and/or figures to be clearly indicated on each page of the schedule.
- vi. Where the contractors have omitted to quote the rates in figures or in words, the omission to be recorded by the officers opening the tender, on each page.
- vii. After opening of the tenders, the officer should read out the rates as well as any correction, contained in the forwarding letter or separately attached to the tender and should get the signature of the contractor/representatives present, on these.

In any cases, the procedure laid down above were not followed scrupulously; contractor's signature were not taken or rates/conditions; corrections/over-writings were not numbered; omissions were not brought out rojkams (proceedings) were not prepared. This left scopes for malpractices. In some instances, the officer opening the tender did not attest the corrections scrupulously. Omissions in writings of rates in words were not brought out. Subsequently the rate was increased by correction without altering the total and the payments were made at the increased rate.

L. TENDER EVALUATION:

- 49. In case of an item-rate tender, all items were not brought out in the comparative statement; only the total amount was indicated.
- 50. Instances were observed in which the lowest tenderers were let off on flimsy grounds allowing other firms of the same group to get tenders at high prices.
- 51. Technical evaluations did not reflect in comparative statements. That the articles offered were not as per the tender specifications was not brought out in such statements.
- 52. Some comparative statements did not indicate estimated rates and amounts involved. The offers were sanctioned on the basis of rates in terms of percent high compared to earlier offers in which also estimated rates were missing. The sanctions involved amounts of several lakhs of rupees. The sanctions were given by a committee with no competence for the sanctions, in absence of AA.
- 53. Considerable time was taken in finalizing tenders after they were opened. The times taken exceeded the validity periods. Irregularities occurred by such intentional delays in two ways;
 - i. Favourable offers were allowed to lapse;

- ii. Works were entrusted at high rates to favoured agencies, which extended the validity periods.

54. The terms and conditions of the tenders were not properly evaluated and placed in agenda for the sanctions by the committee. The committee gave sanctions without proper verifications. No check list was prepared for proper verifications.

55. Minutes of the Committee's meetings in which the sanctions were given for the purchases, did not include the basis on which the purchases were sanctioned.

56. Cases of interpolation of special conditions by favoured tenderers after opening and before finalization of tenders were noticed.

M. NEGOTIATIONS:

57. Negotiations are normally not allowed. In certain exceptional cases where price quoted by all suppliers are unreasonably high and re-tendering is not considered advantageous or there is no time for that in view of genuine emergencies, negotiations could be held. Also in cases where attempts to get reasonable competitive rates have successfully failed, rates can be negotiated. In several cases, no serious efforts were made to obtain most competitive bids and to obtain reasonably low prices during negotiation. No efforts were made to break the ring formation of bidders. Negotiations were held and rates were only nominally reduced to indicate that efforts were made to lower the rates which were high and then the high negotiated rates were accepted.

N. IRREGULARITIES IN TENDER ACCEPTANCE:

58. Single high tenders were accepted without justification and without sanctions from competent authorities.

59. tenders invited without AA and TS were accepted without sanction from competent authorities.

60. Cases of re-invitation of tenders on rejection of favourable offers on technicalities and acceptance of tenders when circumstances did require re-invitation, were noticed.

61. High tender rates were sanctioned without competent approval and without urgent and compelling circumstances.

62. Rates were invited for pipes specifying FPS units. An offer with metric units, varying in dimensions was accepted to the advantages of the supplier.

63. For purchase of pumps and accessories for scarcity works rates were invited from two short listed agencies. They quoted different rates. Both these rates were accepted for placing orders for specified numbers of

pumps and accessories to the respective firms. As the demand exceeded the quantum that could be supplied in specific time, two more short lists (B&C) were operated without fixing norms, they were prepared irregularly and even included agencies which were earlier resorted to be not reliable. The rates as quoted by each supplier were approved for purchases of specific numbers of pumps and accessories over specified time through all these agencies. The process resulted in purchases of low quality equipment at higher rates. The purpose of short listing for quality and of invitation of comparative rates was thus defeated and substantial loss was caused to the public exchequer.

O. NON EXECUTION OF TENDER AGREEMENTS:

64. Annual rates were approved in favour of agencies but agreements in 'D' form were not executed sometimes intentionally resulting in opting out by such agencies at any convenient time.

P. WRONG PURCHASE ORDERS:

65. Purchases at 'D' tender rates from agencies other than those in whose favour tenders were executed, were made on the pretext that the agencies of 'D' tender did not supply the articles. No efforts were made to establish the lapses on the parts of the 'D' tender agencies and to penalize the black-list them.

66. Instances were observed in which purchases were made at higher rates in time barred 'D' tenders even after fresh rates were invited and opened.

67. 'D' tenders were executed for specific quantities of supply. Purchases, in parts, far in excess of the quantities put to tender were observed.

68. Time barred repeat orders were given at the rates previously sanctioned, to favour an agency. The quantum of the repeat orders far exceeded the quantity for which the rates were invited in the first instance.

69. An office approved rates for purchases on the basis of short notice in view of some specific urgency for a limited quantum. These rates were operated by other offices with no control on quantities, to favour chosen parties.

70. Instances of single branded items purchased without Govt.'s approval were noticed. The purchases made in several parts amounted to lakhs of rupees.

Q. WRONG IMPLEMENTATION OF PURCHASE ORDERS:

71. In many cases, proper inspection and adequate testing of articles were not done. Inspection Reports did not include details of actual testing done. Poor quality articles were accepted and paid at full rates. Purchases worth lakhs of rupees on faked Delhi based RC were noticed.

The material dispatched by trucks were received, recorded, checked and paid on the same day. The cheques were handed over to the agency in person on the same day and were encashed on the same day.

72. Rates for purchase of equipment were invited without mention of quantities. Orders were then placed for the numbers decided after opening of tenders. The numbers of equipment to be purchased from specific agencies were decided after opening of rates leaving a wide scope for the usual malpractices.
73. Delivery schedules were not respected in many cases. For delays in supplies liquidated damages in some cases were not recovered. Several purchases were approved by purchase committees, beyond their competency. Most of the approvals were based on inadequate information supplied in agenda notes. In some cases, total amounts involved in purchases were not furnished in the agenda yet purchases were approved. Preparation of a check list for information to be scrutinized before approval is an imperative.
74. In some tenders, periods of supply were specified, not from the dates of the order, but subsequently. Intentional delays in technical/commercial clearance were noticed to suit late supply.
75. Cases of advance payments against LR/RR for booking of supplies were noticed. Such practices were prone to acceptance of bad quality goods.

APPENDIX-6

New Purchase Policy for the Small Cottage and tiny industrial units of The state – 1997.

GOVERNMENT OF GUJARAT
Industries & Mines Department
Resolution No.SPO/1095/2636(97)/CH
Sachivalaya, Gandhinagar,
Dated the 23/9/1997.

Read: Industries and Mines Department Resolution No. SPO/1092/1270/CH
Date 02.04.1993.

PREAMBLE:

A new purchase policy encouraging small industries was implemented vide Government Resolution mentioned in the Preamble. Difficulties in interpretation for implementation of policy of above mentioned resolution were being felt due to some anomalies and certain defects in the resolution. The presentations regarding these defects were received by the Government from various Institutions, Industrial Association, and Government Departments. In this regard therefore, it was necessary to reconsider the present purchase policy. In order to provide market support to the small, cottage and tiny industrial units and the industries set up by the unemployed educated persons in the state and also to provide them sufficient market support through Khadi Gramodyog Board and its allied institutes and committee through the state corporations functioning to provide market support a committee under the chairmanship of the Secretary, Industries and Mines Department, was constituted to review this purchase policy and to formulate a new purchase policy considering the presentations from, various institutions, societies, boards and prominent purchasing departments, the committee had prepared a report and submitted to the Government which was under consideration.

RESOLUTION:-

After careful consideration, the Government hereby revokes the resolution regarding the mentioned in the preamble dated 2.4.93 new purchase policy encouraging the Small Industries and the modifications made therein vide different resolutions/circulars except the orders giving approvals for purchase without tender given in individual cases and keeping in view, the recommendations made by the committee in the report as well as with an objective that the small and Cottage Industries etc. may take part in the purchase directly and the Govt. Deptts. Officer may obtain quality goods on reasonable and competitive rates a new purchase policy is prescribed so as to encourage small cottage and tiny industrial units and to those set up by unemployed educated persons KVIC and also to purchase through the Corporations engaged in market support activities:-

(1) Conditions regarding exemptions from paying the price of priced tender forms and Earnest Money Deposit (E.M.D.):-

(A) Those Small, Cottage and tiny industrial units of the state having registration numbers from Central Stores & Purchase Organization/National Small Industries Corporation/Director General of Supplies disposals.

(B) Institutions recognized by Khadi Gramodyog Board having registration Certificate from Khadi Gramodyog Board, Khadi and village Commission (K.V.I.C.) or Cottage Industry.

(C) Corporation doing productive activities like Gujarat Leather Industries Corporation Ltd., Gujarat State Handicraft Development Corporation Ltd., Gujarat State Handicraft Development Corporation Ltd., Gujarat State Forest Development Corporation Ltd. And such other Corporation approved by the Industries and Mines Department for this purpose.

(D) These Corporations not producing at there over cut providing market assistance to the Small, Cottage & Village Industries of the State and recognized by the government such or G.S.I.C., GRIMCO etc.

(E) Industries, which have been set up through finance from State Government/Central Government under different schemes and having registration certificate for production of goods from concerned Districts Industries Centres.

Note:-

The benefit of the aforesaid exemptions will be admissible to Small, Cottage and tiny industrial units only if they take part in the Government purchase directly. This benefit of exemption will not be admissible if they take part in the Government purchase indirectly either through their dealers agents, distributors or other intermediate.

(1) **Security Deposit:**

Normally 5% of the price of the purchase of goods is taken as Security deposit. But if the price of purchase of the goods from units/institutions shown in paragraph No. 1 exceeds two lakhs, the security deposits of 3% instead of 5% should be deposited. But if the price of goods is less than Rs. two lakhs, Security deposit should not be deposited.

- (2) Price Preference to Small, tiny and Cottage Industries. The Small, Cottage and tiny units of state shall get the benefits of price preference for five years from the date of obtaining the registration member i.e. if the unit having the lowest price is not the small, cottage or tiny unit of Gujarat State, the price selection will be given to small, cottage or tiny unit of the Gujarat State, the price selection will be given to small, cottage or tiny unit of the Gujarat State having the lowest price rates. The price preference will be given in the cases where the tender is filled by small industrial units, cottage industry units, Gujarat Small Industries Corporation Limited or Gujarat Rural Industry Marketing Corporation Limited.

But the benefit of price preference will not be given to small, cottage industries eligible for price selection against the small industrial units of state, which have completed five years from the date of registration. The eligibility (for incentive) shall be considered from the actual date of registration also in cases where the unit is transferred change in Board of Directors, or the permanent registration number is obtained, afresh for any other reason during the period of eligibility.

(3) **Quality based price selection:-**

- (1) 5% price selection shall be given to the goods having mark given by the I.S.I./I.S.O./Ag mark/Quality mark or any other mark given by the Central or State Government to or by the institutions authorized by the Central/State Government to maintain the quality of goods without any time limit.

But this benefit shall not be given in the cases where obtain it is compulsory to obtains such mark under any law or rule. Similarly, also in the cases where the prices of goods; having, such mark, are asked, the benefit of 5% price selection will not be given for this reason.

2. While considering price selection as above, price selection for more than 15% shall not be admissible.

(4) Price matching (Price matching):-

- A.** If the unit showing the least price is of the other state, the units of the state showing the least price shall be considered for price matching the Net price shall be into consideration for price matching. In such cases, the statements for matching shall be prepared in accordance with the instructions issued vide Circular No.SPA/2752/1173/K, dated 2.5.62 and circular No.GST/1070/6246/TH, dated 30.1.71 of Finance Department (Copy is enclosed).
- B.** 50% of the order from total quantity shall be given to the first industrial unit of the State in showing the least price, if the same is ready to match the price and to accept.
- C.** Conditions and rules accordingly with that of the first unit of the other state showing the least price.
- D.** In the cases where the first unit of the state showing, the least price does not agree for the above said price matching; the 50% of the order for the quantity of the total demand shall be given to the second unit of the state showing the least price as per the conditions and the agreements of the price statement of the unit of the other state.
- E.** In the cases where the unit of the state are not able to provide 50% quantity of total demand as mentioned in sub-paragraph (B) and (C) above the order for 50% quantity shall be given equally to the first, the second and the third units of the state indicating the least price subject to conditions and the agreements of the unit of the other state indicating the least price.

(5) Reservation for the small, cottage industries and units of the state.

The newly prepared proper headings of the appending 'A"B"C"D' and 'E', instead of Appendly "A"B"C"D' and 'E', joined with the resolution of dated 2.4.93 and details of the items included in it, are included in this resolution.

(6) Order Preference: -

To give Priority to the Gujarat Small Industries Corporation Ltd. And Gujarat Rural Industries Marketing Corporation Limited as per the following conditions.

The Priority will be given to the Gujarat Small Industries Corporation Ltd. to give order,(order preference) on the basis of 70 per cent, of the total demand for the items included in Appendix-A. Whereas for the items mentioned in appendix-'A' and Appendix-'B', 30 percent purchase of the total demand, will be made from the Gujarat Rural Industries Marketing Corporation Ltd. as per the following conditions.

The Comparison of rates with those of other units having the least rates and the terms and conditions prescribed by same unit shall have to be fulfilled.

Choice of rates shall not be given in the above-mentioned cases.

(7) Purchase without Tender:-

The present Classification of purchase without tender, is substituted by classification as under:-

Category-A

Government Institutions:-

- (1) Jails
- (2) Gujarat State Civil Supplies Corporation Limited, Conducting Kalpataru Bhandar.
- (3) Gujarat Rural Industries Marketing Corporation Limited (Grimco)
- (4) Gujarat State Forests Development Corporation Ltd. (Vanil Udhyog)
- (5) Gujarat State Handicraft Development Corporation Ltd.(Gujari).
- (6) Gujarat State Handloom Development Corporation Ltd. (Garvi).]
- (7) Gujarat State Leather Industries Development Corpn.Ltd.
- (8) Gujarat State Sheep and wool Development Corporation Ltd. (Gushil).
- (9) Gujarat Agro-Industries Corporation Ltd. (pesticide medicines produced by the Corporation and only for barrels of grain).

Category-B

Government approved Institutions (such approval shall be considered for the only items produced by the following institutions.)

Institutions recognized by

- 1) Khadi Village Industries Board/Khadi and village Industries Commission Limited (KVIC).
- 2) Institutions for the Blind.
- 3) Institutions for the deaf & dumb.
- 4) Institutions for the Handicapped.
- 5) Institutions for mentally retarded children.
- 6) Recognized women Institutions.(including the Dwacra group DWACRA).
- 7) Only for such items produced by the units set up by the unemployed educated youth under the assistance of Bankable/PMRY & other schemes.

But such units shall have to get Special certificate of approval with registration number from the District Industries Centres for the items produced to simply to the government. The above classified institutions/corporations can be made the purchase without tender upto the unit as under:-

Financial Limit:-

(1) Upto Rs. 40,000/-

Category-A without obtaining quotations (Quotation) from the Institutions in Category-A. The purchase can be made by obtaining minimum three (quotation) quotations from the institutions in Category 'B'.

(2) From Rs. 40,000 to Rs. 2,00,000:- By giving small size the purchase can be made by inviting open tenders through a small size advertisements in the newspapers. (for Category 'A' or Category 'B'). But such Purchase shall not be treated as approved if the number of tenders are less than three.

(3) Purchase above Rs.2,00,000/- P.A.

Purchase can be made by inviting open tenders by giving a detailed press advertisement. The purchase without tenders shall be made for these items which are mentioned in the orders giving approval to approved institutions of in limit as mentioned therein.

The youth under the category B(T) shall be assigned the service related activities such as reports & servicing subject to the same limitations and conditions.

The special order issued by the department for specific items of the specific corporation/institutions shall remain status quo.

(8) **Exemption from reservation:-**To provide market support to the small, cottage and tiny industries of the state, the articles reserved for the relevant fields have been included in appendix-'A','B','C', and 'E'. But due to such reservation, if any problem arises in buying the quality goods or in getting three quotations as three is no competition, approval for exemption from reservation shall be obtained in such cases from the purchase committee of the Secretaries by the concerned departments and this committee may decide whether to exempt such goods from the reservation.

(9) Implementation:-

The Divisions/Departments/Offices/Boards/Corporations etc. of Gujarat State shall have to strictly comply with these policy/instructions. The Industries Commissioner shall scrutinize the cases of violation of these instructions, the report thereof shall be sent to the General administrative department. The decision of Industries and Mines Department shall be

the final and abiding. This issues with the concurrence of the given on this Department file No.SPO-1095-1894-C. dated 25.3.1997.

By order and in the name of the Governor of Gujarat,

(Rajendra Bhatt)
Dy. Secretary,
Industries & Mines Department.

To

- The Secretary to the Governor, Rajbhavan, Gandhinagar.
- The Secretary to the Chief Minister.
- The Personal Secretary to the Minister of Industries.
- The Personal Secretaries of Ministers.
- Personal Secretary to the Chairman, Programme Implementation Committee.
- The Personal Secretary to the Leader of Gujarat Legislative Assembly, Gandhinagar.
- All Departments of Sachivalaya.
- The Secretary, Gujarat Vigilance Commission, Gandhinagar.
- The Secretary, Gujarat Legislative Assembly, Sachivalaya, Gandhinagar.
- The Secretary, Gujarat Public Service Commission, Ahmedabad.
- The Registrar, Gujarat High Court, Ahmedabad.
- The Registrar, Office of the Ombudsman of Gujarat, Gandhinagar.
- The Secretary, Gujarat Civil Services Tribunal, Gandhinagar.
- The Secretary, Gujarat Panchayat Services Selection Mandal, Ahmedabad.
- The Commissioner, Sardar Patel Institute of Public Administration(Spipa), Ahmedabad.
- The Heads of all Departments.
- The Heads of all Offices.
- All Collectors.
- All the District Development Officers.
- The Accountant General (Accountsnd claimant) Gujarat P.O. Box.No.220, Rajkot.
- The Accountant General (Audit-10) Gujarat Multi-storeyed Building, Block 'C', Laldarwaja, Ahmedabad.
- The Accountant General (Audit-2) Gujarat, Post Box No.27 (50 copies)
- The Accounts and Treasury Officers.
- All Sub-Treasury Officers.
- All Assistant Inspectors (Local Fund Accounts)
- Pay and Accounts Officer, Ahmedabad/Gandhinagar/Narmada-Gandhinagar and Vadodara.
- Local Audit Officer, Ahmedabad/Gandhinagar.
- All Public undertaking under the Government of Gujarat.
- All Corporations/Boards/Universities.
- Director of Information, Gujarat State, Gandhinagar to issue a press note.
- All branches of Industries and Mines Department/All Officers (Finance Branch/with Industries & Mines).
- Selection file 'e' branch.
- Table select file.

Appendix-A

Items reserved for Small Industries (General)

1. Aluminum drop, tower, bolts.
2. All types of badges of cloth and metal
3. Khakhi socks (anklets web)
4. Ambulance stretcher
5. Baskets made of bamboo and other articles of bamboo.
6. Battery charges for the vehicles running only through engine.
7. Shegalo
8. Battery Eliminator
9. Leather belts and strings
10. Blotting paper
11. All types of shoes except of canvas
12. Bone powder
13. Bolts and nuts
14. Bolts sliding
15. Bowls (deep bottom vessels of metal bowls)
16. Drackets (except railway)
17. Brass dampers
18. Brass lockers
19. Brass Wires.
20. Chips of bamboo
21. Canes and Valves for the connection of water supply
22. Items of Canvas
23. Centrifugal suction pump and delivery pipe upto capacity of 150 m.m. x 150 m.m.
24. Chain rings
25. Soft or smooth leather (of sheep or goat)
26. Tanned skin of buffaloes or cows
27. Sarclips
28. Cloth Jacket (Water Proof)
29. Coir ropes mattresses, mats and cushions
30. Coir fibers and Coir Yarn
31. Copper rope, hossierlaid
32. Cord twine marks
33. Other ropes
34. Copper sulphate
35. Copper nails

36. Cotton bags
37. Cotton bells
38. Cotton waxed strings
39. Cotton Hosiery
40. Cotton wool (non-exorbent)
41. Cotton strips and strings
42. Cotton underwears
43. Cotton canvas bags
44. Crucibles upto capacity of 31 k.g.
45. Ordinary scissors
46. Cutters
47. Dibutile athletes
48. Dimithail thletes
49. Diesel engines (slow motion) upto 15-horse power.
50. Instruments of drawing and geometry.
51. Leather which gives protection against dust
52. Soil for boring
53. Dyes
54. Electric bells
55. Call bells (Electrical)
56. Electric rods for soldering
57. Steel cross bar like Electric transmission hardware
58. Coated wires and vessels
59. Eyelets
60. Funnels
61. Fruit powder
62. Fog bionets
63. Various flush material for latrines
64. Iron niclets
65. Gun metal bushes
66. Glass and press wires
67. Shining rods and wires
68. Pure salt (white) grease nipple and grease gun
69. Boxes for guns
70. Grease Nipple and areas Gume
71. Ghamelas, spade, showela pickane sheets
72. Hand gloves

73. Handles of wooden and bamboo
74. Hand press
75. Hair pasam wool (for horse)
76. All type of kacchha and pukka leather
77. Hand pounding of rice (polished and without polished)
78. Hinges
79. Combs for the horse hair
80. Hammers
81. Honey
82. Horse and mule shoes
83. Horse shod
84. Bags hanging from shoulders (home guards, S.R.P.)
85. Hydraulic
86. Manually jacks operated prayer for clearness
87. Kit bag
88. Thick stick
89. Leather bags
90. Leather Boxes
91. Leather string
92. Leather trappings (saddle etc.)
93. Leather sole
94. Leather washer
95. Plain one sided of cotton cloth.
96. Lnseed oil
97. Link clips
98. Machine screws
99. Canvas and hemp bags for posts.
100. Machine soil vices.
101. Magnesium sulphate
102. Wooden hammer (hammer)
103. Switches of white Chinese clay
104. Zip fasteners of metals (Chain)
105. Metal strings
106. Measure taps and sticks (meter)
107. Metal valves
108. Metal bells (bell)
109. Metric system of measures/weights

110. Miniature bulbs only for torch battery
111. M.S Plate washer.
112. M.S. tie bars
113. Monometers
114. Nickel sulphate
115. Nylon strips and strings
116. Nylon socks
117. Electric ovens for house hold use
118. Brass, iron, steel lockers.
119. Palm rose oil
120. Paper taps
121. Plaster of Paris
122. Lead to steal posts.
123. Weighing balance for posts.
124. Piles, fabrics
125. Potassium Nitrate
126. P.V.C.pipes upto capacity of 110 m.m.
127. P.V.C shoes
128. P.V.C. insulated aluminum wires
129. Pulley wires
130. Rubber balloons
131. Rubber hoses
132. Rust and preventing/removing composition
133. Rubber garments and caps
134. Rubber tubes
135. Racks blast
136. R.C.C. pipes upto capacity of 1200 m.m.
137. Sanitary plumbing fitting.
138. Safety pins, Paper pins, Pins, stapler pin etc.
139. Screw drivers
140. Sealing wax
141. Screws except of high tensile
142. All types of skin of sheep
143. Shellac
144. Shovels
145. Silk wobings
146. Swce value

147. Sockets
148. Carbollic soaps
149. Squirrel-cages induction motors
150. Staples, stamp pads
151. Steel cupboards
152. Steel bedsteads (Cot, bedstead)
153. Steel measuring tap
154. Steel wool
155. Steen quarries and quarry rollers
156. Studs
157. Seed boats
158. Sodium nitrate
159. Silk ribbons
160. Table knives and forks
161. Tarpaulin
162. Tanks
163. Strings
164. Rods for tents
165. Toilet rolls
166. Tin seal holders
167. Tin mesh
168. Tipbutts
169. Varnish black Japan
170. Water proof papers
171. Water proof bags
172. Water proof covers
173. Water proof delivery bags
174. Wax papers
175. Welded wires
176. Wire brushes and fiber brushes
177. Wire nets
178. Wooden pins
179. Woolen venires
180. Woolen hosiery
181. Woolen caps
182. Zinc sulphate

Appendix- B

Items reserved for Small Industries units of Gujarat State

1. A.A.C./acupressure conductor upto 19 standard.
2. Air compressors
3. Aluminum builders and hardware
4. Aluminum resells
5. Barbed wires
6. Blow mould containers
7. Metal bags
8. Buckets
9. Metal valves
10. Cane and measuring vessel of galvanize sheets for milk
11. Bags for cashier
12. Castor oil
13. Slipper, Sandal
14. Chain pulley box
15. C.I.C. suice valve
16. Cleaning powder
17. Clip boards
18. Conduit pipes (metallic)
19. Cotton clothes
20. Cotton strips for cot and bedstead
21. Cotton rags
22. Control panels
23. Boxes
24. Crates Wooden (Box)
25. House hold utensils except of stainless steel
26. P.V.C. Wires and cables (aluminum)
27. Drum and barrels
28. Waste basket
29. Electric motors upto 10 h.p.

30. Polythene film
31. Geometry Compass
32. Glue
33. Glue strips
34. Hand pump and its other parts
35. Kit box'
36. Spade
37. Laboratories chemicals
38. Lockers
39. L.T. procelin insulator and fuse grips
40. Covers of gutter
41. Metal bags
42. Polish for metal
43. Naptherlin balls
44. Afice paste
45. Wicks stove (only of wicks)
46. Paperweight.
47. Pencils
48. Plastic canes
49. Plastic button (only of wicks)
50. Plastic tanks for water
51. Pouches
52. Polythelin pipes
53. Polythelin bags
54. All types of rivets
55. Rolling shutters
56. Room cooler
57. Yellow soap
58. Liquid soap
59. Soft soap
60. Spectacle frame
61. Sprit level

62. Stoneware pipes
63. Steel chairs
64. Steel racks
65. Steel stools
66. Steel shelf
67. Thin sheet of metal bags
68. Steel windows and ventilators
69. Stoneware jars
70. Road lights fittings
71. Suitcases
72. Cement tiles (except ceramic and flooring)
73. Tine carboy upto capacity of 4 litres
74. Thin sheet of metal tray
75. Man conducted trolleys
76. Thin sheet of metal tray
77. Tabular pillars
78. Thick and thin waxed strings
79. Umbrellas
80. Utensils
81. Washing soap and laundry soap
82. Axle of wheel for carts etc.
83. Wire fencing and fittings.
84. Cotton wicks
85. Wire adjusting screw
86. Wooden shelf
87. Saw dust
88. Wooden plug
89. Wooden ammunition boxes
90. Wooden boxes for packing (of all the sizes)

List of reserved items purchasable for the Small Industries of the state in the rate of 70:30 on the basis of price comparison against medium and large scale Industries of the state and small, medium and large-scale industries of other state.

1. Bandages surgical cotton (farmacopia)
2. Bleaching powder
3. Special C.I.C.Pipes fit for A.C. Pipe
4. P.V.C.pipe up to 250 m.m. diameter

Appendix-D

Reserved items for cottage industries

1. Agricultural implements (handmade)
2. Running by animal
3. Vehicles running by animals
4. Bed sheets
5. Broom
6. Brush
7. Candle
8. Cover of Cloth
9. Sponge of Cloth
10. Cotton caps
11. Cotton cases, cotton bags, covering of cloth, cover
12. Cotton carriers
13. Cotton duster other than cotton
14. Cotton cloth for packing
15. Pillows of cotton cloth
16. Purses of cotton cloth
17. Cotton ropes
18. Cotton twisted strings
19. French polish
20. Man operated carts, trolley, small lorry etc.
21. Other wooden boards
22. Pants, coats, trousers
23. Jiggery made from fermented palm-juice.
24. Items made from paper like bags, envelops etc.
25. Papad
26. Pickles chutney
27. Cotton quilts
28. Shoes strings
29. Sleeping bags
30. Wooden chairs.

Appendix - E

Reserved list of items purchasable for all the industries of the State in the ratio of 70:30 on the basis of price comparison against the industries of other States.

A.C. Pressure Pipe upto 80 mm to 700 mm diameter

**Anneure-1 of Circular No.SPO-1095-2636(97)-C dated the 27th September,1997 of
Industries and Mines Department**

Supply of material to be purchased by Government Department/Offices
Consideration of quotation for -

GOVERNMENT OF GUJARAT
Finance Department,
Circular No.STA-2752-1173-K,
Sachivalaya, Gandhinagar.
Dated the 2nd May, 1962.

C I R C U L A R

A question regarding consideration of quotations from suppliers liable to pay tax under the Sales Tax laws for supply of materials to be purchased by Government Departments or Offices was under consideration of Government for some time past. Government is now pleased to direct that in considering quotations from suppliers liable to pay Sales Tax/General Sales Tax to the Government of this state, the amount of tax so payable should be left out of accounts; while in the case of suppliers who have to pay Sales Tax under the local State Sales Tax law or the Central Sales Tax Act 1956 to the Government of any other State, the amount of such taxes should be considered. The comparative quotations computed on the above basis should then be considered on merits.

By order and in the name of the Governor of Gujarat.

Sd/-
K.J.GHODA
Under Secretary to Govt. of Gujarat,
Finance Department.

To

All Secretariat Departments. All Heads of Department/Offices
The Accountant General, Gujarat State, Ahmedabad.
The Accountant General, Rajkot.
The Pay and Accounts Officer, Ahmedabad.

**Annexure-II of the Government Circular No.SPO-1095-2336(97).,
dated 23rd Sept. 1997 of Industry and Mines Department.**

Supply of materials to be purchased by Government Departments/Offices-
Consideration of quotations for-

GOVERNMENT OF GUJARAT
Finance Department,
Circular No.GST-1070-6246-TH,
Sachivalaya, Gandhinagar,
Dated the 30th January 1971

Read: -Government Circular, Finance Department
No.STA-2762-1173-K, dated the 2nd May 1962 (Reported Below)

C I R C U L A R

Read: -Government Circular, Finance Department
No.STA-2762-1173-K, dated the 2nd May 1962.

Government has directed that while considering the quotations from suppliers who are liable to Sales Tax/General Sales Tax, the amount of tax so payable should be left out of account whereas in the case of suppliers who have to pay Sales Tax under the local Sales Tax law or the Central Sales Tax Act, 1956 to the Government of any other State, the amount of such taxes should be added to the price and the gross price inclusive of to tax considered. The comparative quotations computed on the above basis should then be considered on merits. It has come to the notice of Government that inspite of these instructions some of the Government departments/Offices do not follow the said instructions. It is therefore directed that the instructions and the procedures prescribed in the aforesaid circular in regard to consideration of quotations for supply of materials to be purchased by Government Departments/Offices should be observed scrupulously.

By order and in the name of the Government of Gujarat.

Sd/-
T.K.JAYRAMAN
Deputy Secretary to Govt. of Gujarat,
Finance Department.

To

1. All Secretariat Department.
2. All Heads of Departments and Heads Offices under the Secretariat Deptts.
3. All Financial Advisors.
4. The Accountant General, Gujarat, Ahmedabad.
5. The Pay and Accounts Officer, Ahmedabad/Gandhinagar.
6. All Branches in Finance Department.
7. The Commissioner of Sales Tax, Ahmedabad (with 100 copies) (Distribution 'A' Class).

રાજ્યના લઘુ,કુટિર અને નાના ઔદ્યોગિક એકમો
માટેની નવી ખરીદનીતિ-૧૯૯૭.

ગુજરાત સરકાર
ઉદ્યોગ અને ખાણ વિભાગ
ઠરાવ ક્રમાંક : એસપીઓ-૧૦૯૫-૨૬૩૬-(૧)-૯૭-ચ
સચિવાલય, ગાંધીનગર. તા.૧૯/૧૨/૯૭

વંચાણમાં લીધો : -ઉદ્યોગ અને ખાણ વિભાગનો ઠરાવ ક્રમાંક: એસપીઓ/૧૦૯૫/૨૬૩૬/(૯૭)/ચ.

તારીખ :- ૨૩ -૯ - ૯૭.

ઠ રા વ :-

આ વિભાગના તા. ૨૩-૯-૯૭ ના આમુખમાં દર્શાવેલ ઠરાવથી રાજ્યના લઘુ, કુટિર અને નાના ઔદ્યોગિક એકમો માટે નિયત કરવામાં આવેલી ખરીદનીતિમાં લઘુ ઉદ્યોગ એકમોને ભાવ પસંદગીનો લાભ પાંચ વર્ષ માટેના મર્યાદિત સમય માટે આપવાની બાબતમાં સુધારો કરી, આ લાભ પાંચ વર્ષને બદલે કાયમી ધોરણે આપવાની બાબત અને રાજ્યના સિમેન્ટ ઉત્પાદકોને તેમની સ્થાપિત ક્ષમતાના પ્રમાણમાં બજાર મેળવવામાં મુશ્કેલી પડતી હોઈ અન્ય રાજ્યના સિમેન્ટ ઉત્પાદકો સામે હરિકાઈમાં રક્ષણ મળી રહે તે માટે સિમેન્ટની આઈટમને આ નવી ખરીદનીતિમાં ઉમેરવાની બાબત વિચારણામાં હતી. આ બાબતમાં કાળજીભરી વિચારણાને અંતે નવી ખરીદનીતિ - ૧૯૯૭ માં ઠરાવમાં સંબંધિત જોગવાઈઓમાં તદ્દનુસાર નીચે પ્રમાણે સુધારો /ઉમેરો કરવાનું આથી ઠરાવવામાં આવે છે.

૧. ફકરા ક્રમાંક : (૩) :- લઘુ ટાઈની અને કુટિર ઉદ્યોગોને ભાવ પસંદગી :-

રાજ્યના લઘુ, કુટિર તથા ટાઈની એકમોને કાયમી નોંધણી નંબર મળ્યાની તારીખથી કાયમ માટે ભાવ પસંદગીનો લાભ મળવાપાત્ર રહેશે. અર્થાત, સૌથી ઓછો ભાવ ધરાવનાર એકમ ગુજરાત રાજ્યનું લઘુ, કુટિર/ટાઈની ઉદ્યોગ ન હોય તો, સૌથી ઓછો ભાવ ધરાવનાર ગુજરાતના લઘુ, કુટિર/ટાઈની એકમને ૧૦ ટકા ની ભાવ પસંદગી મળી શકશે. લઘુ ઉદ્યોગ એકમો, કુટિર ઉદ્યોગ એકમો, ગુજરાત લઘુ ઉદ્યોગ નિગમ લિ. કે ગુજરાત ગ્રામોદ્યોગ બજાર નિગમ લિ. ધ્વારા ટેન્ડર ભરે તેવા કિસ્સામાં પણ ભાવ પસંદગીનો લાભ મળવાપાત્ર રહેશે.

૨. ફકરા ક્રમાંક : (૫) ઈ :- ભાવ મેળવણી (પ્રાઈસ મેચીંગ) :-

ગુજરાત રાજ્ય બહારના સૌથી નીચા ભાવ દર્શાવનાર સિમેન્ટ ઉદ્યોગ જેટલા જ નીચા ભાવો અને તેજ શરતો અને બોલીઓ પ્રમાણે તેવી જ ગુણવત્તાવાળો સિમેન્ટ ગુજરાત રાજ્યનો સિમેન્ટ ઉદ્યોગ પુરો પાડવાની તૈયારી દર્શાવે તો સિમેન્ટની ખરીદીમાં કુલ જથ્થાના ૭૦:૩૦ ના ધોરણે આ આઈટમને પરિશિષ્ટ-ઈ માં ઉમેરો કરીને ૭૦ ટકાના ધોરણે રાજ્યના ઉદ્યોગને ઓર્ડર આપવા માટે અગ્રતા આપવામાં આવશે.

૩. ઠરાવમાં પરિશિષ્ટ-ઈ માં જણાવેલ આઈટમ પૈકી ક્રમાંક:૨ તરીકે સિમેન્ટ નો ઉમેરો કરવામાં આવે છે.

આ હુકમો ફાઈલ ક્રમાંક : એસપીઓ/૧૦૯૫/૧૮૮૪/ચ ઉપર નાણાં વિભાગની તા. ૨૧-૧૧-૯૭ ની નોંધથી મળેલ સંમતિ અનુસાર બહાર પાડવામાં આવે છે.

ગુજરાત રાજ્યના રાજ્યપાલશ્રીના હુકમથી અને તેમના નામે,

કુ.વસુબેન બી.રાવલ,
સેક્શન અધિકારી,
ઉદ્યોગ અને ખાણ વિભાગ.

નકલ રવાના : ઠરાવ મુજબ

એપેન્ડીક્સ-૭

કીય ખરીદ સમિતિઓની રચના
અને સત્તા સુપ્રતિ બાબત.

ગુજરાત સરકાર
ઉદ્યોગ અને ખાણ વિભાગ
ઠરાવ ક્રમાંક : એસપીઓ-૧૦૨૦૦૨-યુ.ઓ.આર.-૨૪-ચ
સચિવાલય, ગાંધીનગર. તા.૨૮/૧/૨૦૦૩

વંચાણમાં લીધા :

૧. આરોગ્ય અને ઉદ્યોગ વિભાગનો સ.ઠરાવ : એસપીઓ-૧૦૬૪-૩૨૯-જી૧ તા.૫.૬.૬૪
૨. ઉદ્યોગ, ખાણ અને વીજળી વિભાગનો સ.ઠરાવ ક. : એસપીઓ-૧૧૭૯-૯૯૦૯-ચ તા.૨૨.૧૨.૭૯
૩. ઉદ્યોગ અને ખાણ વિભાગનો સ.ઠરાવ ક. : એસપીઓ-૧૦૯૫-૨૬૩૬-૯૭-ચ, તા.૨૩.૯.૯૭
૪. ઉદ્યોગ અને ખાણ વિભાગનો ઠરાવ ક. : એસપીઓ-૧૦૯૭-૯૪૭-ચ, તા.૨૨.૧૨.૧૯૯૭
૫. ડૉ. પી.કે.દાસ કમિટિના અહેવાલની ભલામણ ક. : પ.૧.૨
૬. ઉદ્યોગ કમિશનરશ્રીનો પત્ર ક. : સખ-૨૮૧-૩૭૯૨, તા.૨.૫.૨૦૦૧
૭. ઉદ્યોગ કમિશનરશ્રીનો પત્ર ક. : સખ-સકન-ખ.નીતિ-૮૮૮૫, તા.૨૩.૧૦.૨૦૦૧
૮. ઉદ્યોગ અને ખાણ વિભાગનો ઠરાવ ક. : એસપીઓ-૧૦૨૦૦૨-યુઓઆર-૧૩૫-ચ, તા.૩.૪.૨૦૦૨

આમુખ

રાજ્ય સરકારના વહીવટી વિભાગો, ખાતાના વડાઓની કચેરીઓ, જિલ્લા કચેરીઓ તેમજ બોર્ડ અને કોર્પોરેશનોમાં તેમની રોજબરોજની આવશ્યક ચીજ વસ્તુઓની ખરીદી આ વિભાગે નક્કી કરેલી ખરીદનીતિ / પ્રક્રિયા અનુસાર કરવામાં આવે છે. આવી સરકારી ખરીદી સંદર્ભમાં હાલમાં જુદા જુદા પ્રકારની ખરીદ પ્રક્રિયા અપનાવવામાં આવે છે. જેવી કે, સ્થાનિક ખરીદી, વિભાગીય ખરીદ સમિતિ મારફત થતી ખરીદી, સી.એસ.પી.ઓ. મારફત સામાન્ય અને ઈમરજન્સી ધોરણે ખરીદી, બ્રાન્ડેડ આઈટમની ખરીદી અને ડી.જી.એસ.એન્ડ ડી. / સી.એસ.પી.ઓ.ના ભાવકરાર સામે થતી ખરીદી. આ વિવિધ પ્રકારની ખરીદી જે તે સમિતિ, કચેરી, ખાતાના વડાને પ્રાપ્ત થતી નાણાંકીય સત્તાઓ લક્ષમાં લઈને કરવામાં આવતી હોય છે. અગાઉની સરખામણીમાં સરકારી કચેરીઓના વિસ્તૃતિકરણને કારણે વિભાગીય ખરીદ સમિતિઓની સંખ્યામાં પણ વધારો થયેલ છે અને સી.એસ.પી.ઓ.ની કામગીરી પણ વધી છે. સાથેસાથે, ખરીદીમાં માલસામાન મળવામાં વિલંબ થવાની રજૂઆતો પણ થતી જોવા મળે છે. ડૉ. પી.કે.દાસ કમિટિના અહેવાલમાં સી.એસ.પી.ઓ. મારફત થતી કેન્દ્રીકૃત ખરીદી અને ખરીદીને લગતી બાબતો સંદર્ભમાં ઘણા સૂચનો કરવામાં આવેલ છે. જે પૈકી કેન્દ્રીકૃત ખરીદીને બદલે વિભાગીય ખરીદ સમિતિઓની રચના કરીને ખરીદી કરવા માટેની ભલામણ થયેલ છે. આ ઉપરાંત, સી.એસ.પી.ઓ.એ ખ્યાતનામ ઉત્પાદકો, સપ્લાયરોની યાદી તૈયાર કરવી અને જુદી જુદી આઈટમોની ખરીદી અંગે એક્ષપર્ટ સંસ્થા તરીકે કામગીરી બજાવવી, ટેન્ડર એવોર્ડને લગતી માહિતી એકઠી કરી ખરીદ સમિતિઓને માર્ગદર્શન પુરું પાડવાની કામગીરી કરવા માટે ભલામણ થયેલ છે. આ સંદર્ભમાં ઉદ્યોગ કમિશનરશ્રી તરફથી મળેલ દરખાસ્ત વિચારણામાં હતી. આ વિભાગના તા.૫.૬.૧૯૬૪, તા.૧૨.૧૨.૧૯૭૯ અને તા.૨૦.૪.૧૯૮૨ ના ઠરાવ અનુસાર સચિવોની ખરીદ સમિતિની મંજૂરીની આવશ્યકતા ધરાવતી ખરીદી અંગે સ્પષ્ટતા થયેલી છે. સચિવોની ખરીદ સમિતિને મંજૂરી માટે મુકવી આવશ્યક ન હોય તેવી બાબતો વિભાગય ખરીદ સમિતિ મારફતે અથવા અન્ય પ્રકારની ખરીદી પ્રક્રિયા અપનાવીને કરવામાં આવે છે. હાલમાં, ખાતાના વડા અને સચિવાલયના વિભાગોની મળીને કુલ : ૨૦ જેટલી વિભાગીય ખરીદ સમિતિઓ અસ્તિત્વમાં છે. આવી સમિતિઓનું બંધારણ (સેટઅપ) તેની નાણાંકીય સત્તા વિગેરે અંગે એકરુપના હોવી જરૂરી છે તેમ પણ જણાયેલ છે. ઉદ્યોગ કમિશનર કચેરીની દરખાસ્ત અનુસાર આવી સમિતિમાં સી.એસ.પી.ઓ.ના પ્રતિનિધિત્વ સંદર્ભમાં અને માલસામાનના સ્પેશીફિકેશન, રેટ કોન્ટ્રાક્ટ સંબંધે પણ સુધારા સૂચવવામાં આવ્યા છે. આવી કેટલીક બાબતોમાં કોઈ સ્પષ્ટ સૂચનાઓ ન હોવાથી તે અંગે પણ સ્પષ્ટતા થાય તે જરૂરી છે. આ બધી બાબતો અંગે કાળજીપૂર્વકની વિચારણાને અંતે નીચે પ્રમાણે નિર્ણય લેવાનું ઠરાવવામાં આવે છે.

ઠરાવ

(૧) દરેક વહીવટી વિભાગ હેઠળ તેના વહીવટી નિયંત્રણ હેઠળના બધા જ ખાતાના વડાઓની અલગ અલગ ખાતાકીય ખરીદ સમિતિ (ડી.પી.સી.)ની રચના કરવી. આ ખરીદ સમિતિ વાર્ષિક રૂ.૩૦/- લાખ સુધીની ખરીદી કરી શકશે. સમિતિમાં જે તે ખાતાના વડા ઉપરાંત, સંબંધિત વહીવટી વિભાગના નાયબ સચિવ કક્ષાથી નીચેના નહીં તેવા અધિકારી, સંબંધિત ખાતાના વડાની કચેરીના સિનિયર હિસાબી અધિકારી તેમજ મધ્યસ્થ સરંજામ ખરીદી તંત્ર (સી.એસ.પી.ઓ)ના વર્ગ-૧ થી નીચેના નહીં તેવા અધિકારી સમિતિના સભ્ય તરીકે અને સંબંધિત ખાતાના વડાની કચેરીના વર્ગ-૧ થી નિમ્ન કક્ષાના નહીં તેવા અધિકારી સમિતિના સભ્ય સચિવ તરીકેની કામગીરી સંભાળશે અને આ હુકમ નીચે પાત્ર થતા ખાતાના વડાઓ આવી કમિટિ બનાવ્યા પછી જ ખરીદીને પાત્ર બનશે.

ઉપરાંત, આ સમિતિને સોલીટરી ઓફર અને રીપીટ ઓર્ડર અંગે રૂ.૫/-લાખ સુધીની સત્તા આપવામાં આવે છે

(૨)રૂ.૩૦/- લાખથી રૂ.૧૦૦/- લાખ (૧ કરોડ) સુધીની પ્રતિ આઈટમની વાર્ષિક ખરીદી માટે એસ.ડી.પી.સી. (સેક્ટરીએટ ડીપાર્ટમેન્ટલ પરચેઝ કમિટિ) કે જેના વડા સચિવ / અગ્રસચિવ, અધિક મુખ્ય સચિવ કક્ષાના અધિકારી છે તે મારફત થઈ શકશે. આવી સમિતિના અન્ય સભ્યોમાં સંબંધિત વહીવટી વિભાગના નાણાં સલાહકાર, સી.એસ.પી.ઓ. કચેરીના નાયબ ઉદ્યોગ કમિશનર (સ.ખ) કે વર્ગ-૧ થી નીચેની કક્ષાના નહીં તેવા અધિકારી, અને જે વિભાગ / ખાતાની ખરીદી હોય તે સંબંધિત વિભાગના સંયુક્ત સચિવ/ નાયબ સચિવ/ખાતાના વડા આવી સમિતિના સભ્ય સચિવ તરીકેની કામગીરી કરશે. આવી સત્તા સુપ્રત થઈ શકશે નહીં. ખરીદવાની આઈટમ સંદર્ભમાં જરૂરી જણાય તેવા ટેકનીકલ નિષ્ણાંત જ્ઞાન ધરાવતા અધિકારીને ખાસ આમંત્રિત તરીકે બોલાવી શકાશે.

ઉપરાંત, આ સમિતિને રૂ.૧૦ લાખ સુધીની સોલીટરી ઓફર અને રૂ.૧૫ લાખ સુધીના રીપીટ ઓર્ડર મૂકવાની સત્તા રહેશે. રૂ.૧૦ લાખની ઈમરજન્સી પરચેઝની મંજૂરી આપી શકશે. ઈમરજન્સી પરચેઝ માટે વિભાગના સચિવશ્રીનું તાત્કાલિક ખરીદી અંગેનું સર્ટીફિકેટ મેળવી ખરીદીની કાર્યવાહી કરવાની રહેશે.

(૩)વાર્ષિક રૂ.૧૦૦/- લાખ (૧ કરોડ) થી વધુ રકમની પ્રતિ આઈટમની ખરીદી-સચિવોની ખરીદ સમિતિ (સેક્ટરીએટ પરચેઝ કમિટિ) ની મંજૂરીથી થઈ શકશે. જેમાં ડી.પી.સી. ખરીદીની નિયત ખરીદ પદ્ધતિ મુજબ ખરીદ પ્રક્રિયા અનુસરી, ખાતાની ડી.પી.સી.ના વડાના અભિપ્રાય સાથે અધિક ઉદ્યોગ કમિશનર (સ.ખ) મારફતે એસ.પી.સી. સમક્ષ રજૂ કરવાનું રહેશે. આ સમિતિમાં સભ્ય સચિવ તરીકે અધિક ઉદ્યોગ કમિશનર અને સી.એસ.પી.ઓ. રહેશે. આમ, આ સુધારાથી એસ.પી.સી.નું માળખું નીચે પ્રમાણે રહેશે.

૧. સંબંધિત વહીવટી વિભાગના સચિવ / અગ્ર સચિવ	-	સભ્ય
૨. ઉદ્યોગ અને ખાણ વિભાગના સચિવ / અગ્ર સચિવ	-	સભ્ય
૩. નાણાં વિભાગના સચિવ / અગ્ર સચિવ	-	સભ્ય
૪. સંબંધિત ખાતાની ડી.પી.સી.ના વડા	-	સભ્ય
૫. અધિક ઉદ્યોગ કમિશનર અને સી.એસ.પી.ઓ.	-	સભ્ય સચિવ

(૪) એસ.પી.સી. રૂ.૧૦ લાખથી ઉપરની સોલીટરી અને ઈમરજન્સી પરચેઝ પ્રતિ આઈટમ, પ્રતિ વર્ષ માટે મંજૂરી આપી શકશે. રૂ.૧૫ લાખથી ઉપરના રીપીટ ઓર્ડર મૂકવાની સત્તા રહેશે.

(૫) દરેક વિભાગની ખરીદીની બેઠકમાં સી.એસ.પી.ઓ.ના અધિકારીની હાજરી અનિવાર્ય રહેશે.

(૬) દરેક વિભાગે સમિતિની રચનાની કામગીરી તા.૩૧.૩.૨૦૦૩ સુધીમાં પુરી કરવાની રહેશે અને તા.૧.૪.૨૦૦૩ થી ખરીદી અંગેના ડી.પી.સી.ના હુકમનું અમલીકરણ કરવાનું રહેશે.

(૭) સી.એસ.પી.ઓ.એ રેટ કોન્ટ્રેક્ટને લગતી કામગીરી કરવાની રહેશે. કોઈપણ ડી.પી.સી. ભાવકરાર કરી શકશે નહીં. આ ઉપરાંત, સી.એસ.પી.ઓ.એ ખ્યાતનામ ઉત્પાદકો, સપ્લાયરોની યાદી તૈયાર કરી, જુદી જુદી આઈટમોની ખરીદ પધ્ધતિ અંગે એક્ષપર્ટ સંસ્થા તરીકેની કામગીરી બજાવવાની રહેશે. આ ઉપરાંત, દરેક ડી.પી.સી.એ ટેન્ડર એવોર્ડને લગતી માહિતી માસિક પત્રકમાં સી.એસ.પી.ઓ.ને મોકલવાની રહેશે. જે માહિતી સંકલિત કરી યથા પ્રસંગે ખરીદ સમિતિઓને જરૂરી માર્ગદર્શન પુરુ પાડવાની કામગીરી બજાવવાની રહેશે. ડી.પી.સી. ઈચ્છે તો માલસામાનના નિરીક્ષણ અને ચકાસણીમાં સી.એસ.પી.ઓ.ને સંયુક્ત નિરીક્ષક તરીકે સાથે રાખી શકશે.

દરેક ડી.પી.સી.એ આ વિભાગ ધ્વારા નિયત થયેલ પ્રવર્તમાન ખરીદનીનિ-૧૯૯૭ અને ખરીદ પ્રક્રિયા અંગે, ઉદ્યોગ અને ખાણ વિભાગના ઠરાવ તા.પ.દ.૬૪ અને વખતોવખતના સુધારા મુજબ તેમજ ગુજરાત નાણાકીય નિયમો તથા આકસ્મિક ખર્ચના નિયમોની વખતોવખતની સંબંધિત સુધારાઓની જોગવાઓનો અમલ કરવાનો રહેશે. ઉપરાંત હાલમાં અસ્તિત્વમાં છે તેવી વિભાગીય ખરીદ સમિતિઓ અને તેમને સુપ્રત નાણાકીય સત્તાઓ સંબંધે આ ઠરાવમાં થયેલ જોગવાઈ અનુસાર તેટલા અંશે સુધારો થયેલ ગણાશે. સચિવાલયના વહીવટી વિભાગોએ ઘટતી કાર્યવાહી કરવાની થશે.

રીપીટ ઓર્ડર અને ઈમરજન્સી પરચેજમાં ખરીદીની પ્રક્રિયા ઝડપી બને તે માટે સચિવશ્રી કક્ષાની એસ.ડી.પી.સી. અને એસ.પી.સી. સમક્ષ ખરીદીના એજન્ડા સરકયુલેશનથી પણ રજુ કરી શકાશે. જરૂર જણાયે બેઠક બોલાવવાની રહેશે.

આ હુકમો તા.૧.૪.૨૦૦૩ ના રોજથી અમલી બનશે.

આ ઠરાવ બહાર પડે ત્યાં સુધીમાં જે ટેન્ડર્સ અંગેની કાર્યવાહી સી.એસ.પી.ઓ.ની કચેરીમાં પ્રક્રિયા હેઠળ છે તેની કામગીરી સી.એસ.પી.ઓ.ની કચેરીએ કરવાની રહેશે. જ્યારે બાકી રહેતા ટેન્ડર્સ અંગેની કામગીરી સંબંધિત ડી.પી.સી.એ કરવાની રહેશે.

આ હુકમ આ વિભાગની ફાઈલ ક્ર. : ખરીદ-૧૦-૨૦૦૨-યુઓ-૨૪-ચ ઉપર નાણાં વિભાગની તા.૭.૧૦.૨૦૦૨ની અનુમતિ અનુસાર રવાના કરેલ છે.

ગુજરાત રાજ્યના રાજ્યપાલશ્રીના હુકમથી અને તેમના નામે,

સહી/-
(એન.ડી.ભટ્ટ)
નાયબ સચિવ,
ઉદ્યોગ અને ખાણ વિભાગ

પ્રતિ,

- અધિક ઉદ્યોગ કમિશનરશ્રી(સખ), ઉદ્યોગભવન, ગાંધીનગર.
- સચિવાલયના સઘળા વિભાગો
- નાણાં વિભાગ ઝ શાખા, સચિવાલય, ગાંધીનગર.
- સર્વે ખાતાના વડાઓ
- તાબાની કચેરીઓને જાણ કરવાની વિનંતીસહ
- એકાઉન્ટન્ટ જનરલની કચેરી, અમદાવાદ / રાજકોટ
- પગાર અને હિસાબી અધિકારી, અમદાવાદ / ગાંધીનગર
- નિવાસો ઓડીટ અધિકારીશ્રી, ગાંધીનગર
- ઉદ્યોગ અને ખાણ વિભાગની સર્વે શાખાઓ
- પસંદગી ફાઈલ.

ખાતાકીય ખરીદ સમિતિઓની રચના અને
સત્તા સુપ્રત બાબત.

ગુજરાત સરકાર,
ઉદ્યોગ અને ખાણ વિભાગ,
ઠરાવ ક્રમાંક:એસપીઓ-૧૦૨૦૦૨-યુઓઆર-૨૪-ચ,
સચિવાલય, ગાંધીનગર.
તા.૨૧-૫-૨૦૦૩.

વંચાણે લીધો:-

ઉદ્યોગ અને ખાણ વિભાગનો ઠરાવ ક્રમાંક:એસપીઓ-૧૦-૨૦૦૨-યુઓઆર-૨૪-ચ, તા.૨૮-૧-૦૩.

ઠરાવ :-

આ વિભાગના તા.૨૮-૧-૨૦૦૩ ના આમુખમાં દર્શાવેલ ઠરાવથી ખાતાકીય ખરીદ સમિતિઓની રચના અને સત્તા સુપ્રતિ બાબતે સુચનાઓ બહાર પાડેલ છે. આ ઠરાવના પેરા-૧ માં ડી.પી.સી.ની રચના તથા ખરીદી માટેની નાણાકીય સત્તા નિયત કરવામાં આવી છે.

આ ઠરાવના પેરા એકના બીજા વાક્યમાં નીચે પ્રમાણે સુધારો /ઉમેરો કરવાનું આથી ઠરાવવામાં આવે છે. આ ખરીદ સમિતિ વાર્ષિક રૂ.૩૦/- લાખ સુધીની ખરીદી કરી શકશે તે વાક્યને બદલે આ ખરીદ સમિતિ પ્રતિ આઈટમની વાર્ષિક રૂ.૩૦ /- લાખ સુધીની ખરીદી કરી શકશે તેમ વાંચવું.

ગુજરાત રાજ્યના રાજ્યપાલશ્રીના હુકમથી અને તેમના નામે,

(એન.ડી.ભટ્ટ)
નાયબ સચિવ,
ઉદ્યોગ અને ખાણ વિભાગ.

પ્રતિ,
સંબંધિત વિભાગ/ કચેરી

APPENDIX -8

Check Points for the Indent Planning

1. Check the adequacy of funds provided by indenter as also the financial certificate.
2. See that consignee and inspection instructions are clear.
3. The technical particulars should be verified and it may also be ensured that required number of drawings and specifications are made available.
4. It should be checked whether the store indented is of a particular make only, in that case direct purchases be made after obtaining administrative approval from the competent authority.
5. Whether the delivery period is realistic, if not, the indenter should be informed, for giving probable time required for delivery.
6. It should be seen that the stores are not covered by Rate/Running Contract. If Rate/Running Contract exists for similar stores and if Purchase Officer feels that item on Rate/Running Contract may serve the end use which the Indenting Officer has in view, advise Indenting Officer to accept the same with target date.
7. Check whether the stores can be procured by placing a repeat order.
8. See that all the indents are bulked with some other indent.
9. Check correctness of T/E in all respects and ensure issue of same to correct parties following the correct procedure.
10. Receipt, registration and initial action on indents are done.
11. Check up whether the articles manufactured by Government Departments or institution such as Jails, Habitual Offenders' settlements under the Habitual Offenders' Restrictions Act, certified Schools under the Bombay Children's Act, and certified institution under the Bombay Beggars' Act, Production and Training Centres under Departments Control, which are allowed to be purchased directly without limit subject to budget provision are not covered in the indent.

એપેન્ડિક્સ-૯
ઈન્ટર ફોર્મ

ઉ.ખા.ઉ.વિભાગના ઠરાવ ક્રમાંક : એસપીઓ/૧૦૮૯/ચ તા.૧૮/૧૦/૧૯૮૯ નું જોડાણ
મોકલવું.)

(ત્રણ નકલમાં)

તા.....

૧. માંગયાદી મુકનાર અધિકારીનું નામ : _____
સરનામું : _____
ટેલીફોન નંબર : _____

૨. સંપર્ક અધિકારીનું નામ : _____
સરનામું : _____
ટેલીફોન નંબર : _____

૩. સામાન માલીકના માલવાહક ટ્રેન ધ્વારા મોકલવાના છે તે સ્પષ્ટ જણાવવું
રેલ્વેના જોખમે ઉતારુ
અને માલના વીમા અંગે સ્પષ્ટ જણાવવું.

૪. ખાસ સૂચના હોય તો તે

૫. માંગ વિષયક પ્રમાણપત્રો.

(ક) આથી પ્રમાણિત કરું છું કે, આમાં જે ખર્ચ થશે તે માટે યોગ્ય નાણાંકીય સત્તા ધરાવનાર અધિકારીની મંજૂરી મળેલ છે અને તે માટેનાં નાણાં માંગયાદીયુક્ત ખાતાનાં વડા ૨૦... માટેની મંજૂરી થયેલ અંદાજપત્ર ફાળવણી અનુસાર યોગ્ય સદર હેઠળ પ્રાપ્ય છે.

માંગ-યાદી મુકનાર અધિકારીની સહી, અને હોદ્દો

(ખ) આથી પ્રમાણિત કરું છું કે, વર્ષ ૨૦.... માટે મંજૂર થયેલ અંદાજપત્રમાં જોગવાઈ થઈ છે તે નાણાંની અપેક્ષાએ માંગ મુકાવેલ માલસામાન અંગેની જવાબદારી ઉઠાવવાની સત્તા મને આપવામાં આવેલ છે.

માંગ-યાદી મુકનાર અધિકારીની સહી, અને હોદ્દો

(ગ) આથી પ્રમાણિત કરું છું કે, આ માંગ-યાદીમાંની પૈકી ખરીદી માટે જે કંઈ ખર્ચ થાય તેની ચુકવણી ચાલુ નાણાંકીય વર્ષ દરમ્યાન ન થઈ શકે તો તે અંગેની જોગવાઈ આગામી નાણાંકીય વર્ષ એટલે કે, ૨૦.. દરમ્યાન કરવામાં આવી છે.

માંગ-યાદી મુકનાર અધિકારીની સહી, અને હોદ્દો

માંગ-યાદી મુકનારને સુચનાઓ

- (૧) માંગ-યાદીમાં દર્શાવેલ સ્ટોર્સના ટેન્ડર સેમ્પલ ટેન્ડર પાસેથી મંગાવવાના હોય તો માંગ-યાદીનું પ્રમાણિત સેમ્પલ, (ઈન્ટેન્ટ સેમ્પલ) અવશ્ય મોકલવું.
અગાઉની માંગ-યાદી સાથે મોકલેલ ઈન્ટેન્ટ સેમ્પલ માન્ય રાખવામાં આવશે.
- (૨) માંગ-યાદી સેમ્પલ સાથે માંગ-યાદીનું વર્ષ, આઈટમનું નામ, જથ્થો, માંગ-યાદી મુકનાર અધિકારીની સહી સિક્કો.
- (૩) માંગ-યાદી બરાબર ભરવામાં આવ્યું નહિ હોય અને / અથવા તેની સાથે યોગ્ય કાગળો / વિશિષ્ટ વર્ણનો/ માંગ-યાદી સેમ્પલ મૂળ માહિતી વગેરે મોકલ્યા નહિ હોય તો તેવી માંગ-યાદી કશાં જ પગલાં લીધા વગર માંગ-યાદી મુકનાર અધિકારીને પરત કરવામાં આવશે.
- (૪) સામાન્ય રીતે જે તે ખાતાએ તેમની માંગ-યાદીથી જે તે વર્ષની ૩૦ મી સપ્ટેમ્બર, પહેલાં મધ્યસ્થ સરંજામ ખરીદી તંત્રને મોકલી આપવાની રહે છે. આ મુદત પછીની માંગ-યાદીઓ માટે ઉપરોક્ત (ગ) માં દર્શાવ્યા મુજબનું પ્રમાણપત્ર આપવાનું રહેશે.

બાબત નંબર	માલનું વર્ણન સરકારશ્રીના નીતિ અનુસાર શક્ય હોય ત્યાં સુધી આઈ.એસ.આઈ. સ્પેશીફિકેશન પ્રમાણેનો માલ ખરીદવાનો હોવાથી છેલ્લામાં છેલ્લા સુધારા સાથેની આઈ.એ.એસ. સ્પેશીફિકેશન દર્શાવવું તથા આઈ.એસ.આઈ. પુસ્તિકા અથવા તેની ઝેરોક્ષ નકલ અવશ્ય બીડવી.	દર્શાવેલ સ્પેશીફિકેશનનો કોઈ ચોકક્સ કંપનીના સાહિત્યના આધારે તૈયાર કરેલ છે કે સામાન્ય સ્પેશીફિકેશન છે તે દર્શાવવું.	આ આઈટમ માટે ડીજીએસએન્ડ ડી-ના ભાવ કરાર (આર.સી.) અથવા રનીંગ કોન્ટ્રાક્ટ અસ્તિત્વમાં છે કે કેમ ?	સરકારશ્રીના ઉ.ખા.વિ.ના પ.દ.૬૪ ના ઠરાવ સાથે જોડેલ અનુસૂચિતા કુલ-૩૧ આઈટમમાં આ આઈટમનો સમાવેશ થાય છે કે કેમ તે સ્પષ્ટ દર્શાવવું.
૧	૨	૩	૪	૫

ખરીદવામાં આવનાર આઈટમ કોઈ બ્રાન્ડેડ આઈટમ છે કે કેમ તે સ્પષ્ટપણે દર્શાવવું.	સંખ્યા અથવા જથ્થો	અંદાજી ખર્ચ / એકમ સરવાળો	સ્થાનિક પુરવઠાદારોના નામ અને સરનામાની વિગતો	માલ પહોંચતો કરવાની તારીખ જો માલ હમ્પાથી પહોંચતો કરવાનો હોય તો તે મુજબની તારીખ
૬	૭	૮	૯	૧૦

રવાનગી અંગે સૂચના	ચાલુ નાણાંકીય વર્ષ દરમિયાન આ આઈટમની અંદાજી જરૂરીયાત	સદર ચીજનો કેટલો જથ્થો સિલકમાં છે તેની વિગત	છેલ્લી ખરીદીની વિગતો		
			એ.ટી.નંબર તારીખ જથ્થો	દર/એકમ	પેઢીનું નામ/સરનામું
૧૧.	૧૨	૧૩	૧૪		

ચાલુ નાણાંકીય વર્ષ દરમિયાન આ આઈટમની સ્થાનિક ખરીદી કરવામાં આવી છે કે કેમ ? જો હોય તો નીચે વિગતો દર્શાવવી.

જથ્થો	દર	કુલ કિંમત	માલ પુરો પાડનાર પેઢીનું નામ, સરનામું
૧૫			

જેમને માલ મોકલવાનો હોય તે અધિકારીઓના નામ

_____ જથ્થો

(ક) સરનામુ : _____

(ખ) _____

(ગ) _____ જથ્થો

(ઘ) _____ જથ્થો

(ગ) આથી પ્રમાણિત કરું છું કે, આ માંગ-યાદી પૈકી ખરીદી અંગે જે કંઈ ખર્ચ થાય તેની ચુકવણી ચાલુ નાણાંકીય વર્ષ દરમિયાન ન થઈ શકે તો તે અંગેની જોગવાઈ આગામી નાણાંકીય વર્ષ એટલે કે ૨૦..... દરમિયાન કરવામાં આવી છે.

APPENDIX-10

CENTRAL STORES PURCHASE ORGANIZATION

SCRUTINY SHEETS FOR INDENTS

1. (a) Indent No. and date :
(b) Brief description of items :
2. Name of the Department :
3. Nature of Indent : Emergency/Annual/
Casual
4. (a) Is the financial certificate :
adequate and for relevant : YES/NO
period
(b) If the indent is from the Govt. : YES/NO/Not applicable
Quasi Govt./Board has 2% :
Commission been paid. :
5. Check whether :
(a) Cost of any item is less than : YES/NO
Rs.20,000/- :
(b) Any of the item is branded : YES/NO
article
(c) Direct purchase of any item is : YES/NO
allowed as per H&T Deptt. GR :
dt. 5.6.1964. :
6. Are the stores covered under the : YES/NO
Rate/Running Contract of DGS&D
New Delhi or CSPO, Gandhinagar.
7. If yes, check Budget Head/ : Checked/Not applicable.
Designation of the Accounts :
Officer/Brand name, capacity, :
size, type etc. of the stores. :
8. Are the stores to be imported : YES/NO
9. If when has foreign exchanged : YES/NO/Not applicable.
been procured? :

10. What are the specifications ISI Mark/ 'Q' Mark/conforming to ISS/as per tender sample/ as per Tender specifications. :
11. Check whether tender sample is readily necessary? : YES/NO
12. Are the stores reserved for purchase from the Small Scale Industries Units of Gujarat/India. : YES/NO
13. In case vehicles, check : Checked/Not applicable
- (a) Brand :
- (b) Model :
- (c) Wheel :
- (d) Whether petrol or Diesel Driven. :
14. Check whether complete of the consignees and dispatch instructions are given in the indent. : YES/NO

Submitted: This indent seems to be in order and as such may be forwarded to purchase Table for necessary action, if approved Interim reply is put up for signature please.

Industries Officer (SP)

Assistant Commissioner of Industries (SP)

APPENDIX-11

Urgent Order Procedure Certificate

1. I Certify that the accompanying indent is of a very urgent nature and should be processed under the " *Urgent Order Procedure*".

2. I further certify that adequate provisions for payment in respect of these indents is made by the State Government under Government Resolution No.....

3. In the event of the supplies being delivered in period of two financial years, I further certify that Financial provision is made by the State Government in respect of the payment of these supplies as a provision for schemes extending over a period of two years under Government Resolution
No.....
Date.....

(Signature)

APPENDIX- 12

Check Points for Preparation of Tender Enquiry

1. Ensure that standard forms are used for issue of tender enquiry and all amendments authorized to these forms from time to time are carried out before issue.
2. Has time and date for receipt of tenders been indicated?
3. Has the time and date for opening of tenders been indicated?
4. Has the reasonable time been allowed to the tenders to submit their quotations?
5. Has the period for which the tenders are to be kept open for acceptance been indicated realistically keeping in view the nature of the store and the time lag likely to be involved where consultation with the indenter on the suitability of offers received would become necessary?
6. Ensure that description of stores-including specification drawing is correctly indicated in the schedule.
7. Ensure that the tender enquiry is signed for and on behalf of the purchaser.
8. Tender samples should not normally be called where there is clear specification/drawing. Where tender sample is called and is required to be furnished to an authority specified for testing, a copy of the enquiry should be furnished to the authority concerned. The time within which the sample should be submitted should also be indicated in the enquiry.
9. Ensure that the Conditions of Contract applicable has been correctly indicated in the enquiry.
10. Ensure that the clauses contained in the standard forms used for issue of tender enquiry and the General and Special Conditions of Contract should not be reproduced in the tender enquiry.
11. Check in case of stores where small scale units will be interested sufficient number of copies of the tender enquiry as required under the rules are sent to the NSIC.
12. Have the following clauses been correctly incorporated?
 - a. Sales Tax.
 - b. Customs Duty.
 - c. Excise Duty.
 - d. Transit Insurance.

13. Have you incorporated in the enquiry a warranty clause in respect of stores where warranty clause is necessary?
14. Have you included the appropriate price variation clause in the enquiry where such a provision is necessary?
15. In case of purchase of imported stores ensure that the appropriate Shipping clauses are incorporated in the tender enquiry. Other special conditions viz. payment terms for FOB/FAS contracts etc. should also be indicated in the enquiry.
16. Have you incorporated in the enquiry the special clause relating to coverage of additional quantity upto 25%?
17. Ensure also that all other Special conditions as per existing orders are incorporated in the tender enquiry.
18. Ensure insertion of pre-estimated liquidated damages clause in the tender enquiry in respect of critical items and other important stores.
19. Special points in regard to risk purchase tender enquiry.
 - (i) Risk purchase tender enquiry should be on the same terms and conditions of the original enquiry.
 - (ii) As far as possible risk purchase should be made by advertised tender.
 - (iii) In special cases where limited tender enquiry is issued the defaulting firms should be given an opportunity to quote unless the breach of the original contract was caused on account of his inability to supply goods of the contract description.

APPENDIX -13

**GOVERNMENT OF GUJARAT
CENTRAL STORES PURCHASE ORGANISATION**
(Invitation to Tender and Instructions to Tenderers)

Tender No. SP/
Gandhinagar-382011.
Dated:

From,

THE CENTRAL STORES PURCHASING OFFICER,
Government of Gujarat,
Block No.2, 6th Floor, Udyog Bhavan,
Sector-11, GANDHINAGAR-382011.

To,

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

**GOVERNMENT OF GUJARAT
CENTRAL STORES PURCHASE ORGANISATION**

1. Sealed and superscribed tender in duplicate/triplicate will be received on the prescribed form for and on behalf of the Governor of Gujarat by the Central Purchasing Officer, in his office at Block No.2, 6th Floor, Udyog Bhavan, Sector-11, Gandhinagar-382011 upto 2-00 P.M. on due date as specified in the tender notice for the supply of stores as per schedule attached.

2. Prescribed Tender Form (not transferable) will be available from this office on payment of /- as tenderwise stated in the Gazette (not refundable) on any working day from 11-00 A.M. to 2.00 P.M. and upto 1.30 P.M. on due date. The priced tender form should be returned to this Office duly filled in and signed failing which the quotation will be rejected.

2-A. You should quote rates for F.O.R./Free Delivery, delivery basis as shown in the Schedule to Tender and submit the original quotation in the prescribed Tender Form and duplicate, triplicate copy on an ordinary typed form, alongwith a covering letter attached therewith. You should state the earliest and definite delivery period necessary for completion of the order.

2-B. Should you however quote rates on Ex-Godown and/or F.O.R. Station of dispatch, you shall also indicate charges towards packing, forwarding, Railway freight or the charges under the parcel scheme of the Gujarat State Road Transport Corporation, insurance etc., so as to compare your rates with those of others who have quoted as per tender condition. Failure on your part will be at your risk.

2-C. (i) you shall state the place of inspection of the stores offered. You shall bear all expenditure of inspection carried out by this office or through the Directorate of Inspection, Government of India. Such charges in case of inspection carried out by this office, shall not exceed ½ % (half percent) of the total value of the stores to be inspected, if the place of inspection is situated in Gujarat State. If the place of inspection to be carried out by this office is located outside Gujarat State, then the inspection charges shall be levied at the rate of 1 (one) percent of the total value of the stores to be inspected, while in case of inspection carried out through Directorate of Inspection, Government of India, the charges shall be those actually charged by that Directorate and the same shall be paid by you directly in the manner indicated by them.

2-C. (ii) Whenever the inspection of the stores is carried out within Gujarat State and when the analysis or testing of the inspected stores has to be undertaken in Laboratories/Test House outside Gujarat State, Inspection charges not exceeding 1 (one) percent of the total value of stores to be inspected will have to be paid by you.

2-C. (iii) Whenever the inspection of the stores is carried out outside Gujarat State and when the analysis or testing of the inspected stores has to be undertaken in Laboratory/Test House, outside Gujarat State, Inspection charges not exceeding 1½ %(one and half percent) of the total value of stores to be inspected will have to be paid by you.

2-C. (iv) unless and otherwise clearly stated in the tender it will be taken for granted that the stores would be offered for inspection in one lot. If subsequently the stores are offered in different lots inspection charges at the rates mentioned herein behalf on the total value of all the stores (not on the value of the stores offered for inspection) would be charged every time a lot is offered for inspection.

2-D. In the event of an order being placed with you, you shall dispatch the goods at carrier's risk, failing which they should be properly covered by the transit insurance with Government Insurance Fund, the Directorate of Insurance, Shri Ambica Centre, Relief Road, Government of Gujarat, Ahmedabad-380 001. On no account whatsoever you shall insure the goods with any outside agency. However, if this is done, it shall be at your risk and cost.

2-E. The entire materials ordered shall have to be offered for inspection in open condition, if required and the same shall have to be repacked in such manner so as to be suitable for transport without any extra cost.

2-F. In case of stores accepted as the products of Cottage Industries/Small Scale Industries/Industrial Co-operatives the inspection shall be carried out only at the factory premises of such units at your cost.

3. The origin of stores offered, whether Indian or Foreign and in case of former, the State in which manufactured and whether it is a product of Large Scale Industry, Small Scale Industry, Cottage Industry or Industrial Co-operative, should be clearly stated against each article. If you desire to avail of the price preference to be accorded to the products of the Cottage, Small Scale/Industrial Co-operative Units you should furnish alongwith you tender, a certified authenticated or Photostat copy of the Registration Certificate issued to such unit by the State Industries Commissioner or State Registrar of Co-operative Societies, Gujarat State with whom the unit is registered.

4. **Opening of Tender.** -You are at liberty to be present or authorize your representative to be present at the opening of the tender at the time and date specified in the Schedule.

5.(a) Tenders should be accompanied by Earnest Money value tendered and it shall be only in Treasury Chalan deposited under " Revenue Deposit" in case of Tenders in Gujarat State and strictly in Demand Draft in favour of Industries Commissioner and Central Purchasing Officer, Gandhinagar drawn on any bank of Gandhinagar in case of Tenders outside Gujarat State. Earnest money deposit of not less than Rs. 5,000-00 under the Bank Guarantee scheme will also be accepted provided, the Guarantee is valid for at least six months. The Earnest Money will be liable to forfeiture if you fail to complete the contract if placed with your Tender without Earnest Money shall not be considered.

(b) In case you are successful in getting the order, you shall be required to pay a sum equivalent to 3 per cent or 5 per cent of the total value of Acceptance of Tender as may be fixed by the Industries Commissioner and Central Purchasing Officer as Security Deposit for the due performance of the contract. This Deposit can be paid in Bank Guarantee. Treasury Chalan and Demand Draft.

6. Certified copy of the Income-Tax Clearance Certificate in the prescribed form should be enclosed with the tender. Quotations received without the above certificate are liable to be rejected.

(a) Business name and constitution of tendering firm:- In case you are not registered with this office as approved supplier you must give following details in your tender quotation regarding registration of your firm.

- (1) The Indian Companies Act, 1913.
- (2) The Indian Partnership Act, 1932.
- (3) Proprietary concern.

You must also show invariably in your quotation the full name/s of Proprietor/Partners.

7. In case you are convicted of an offence under the Bombay prohibition Act, 1949 or the Bombay Opium Act, 1936 as applied to Gujarat State, you will be considered ineligible for being given contracts

8. **Release of controlled materials.-**

Tenderers who do not stipulate conditions regarding release of controlled materials may be given preference.

9. Other terms and conditions as specified in the booklet "Conditions of Contract Governing contract placed by the central purchase organization of the Government of India", will be applicable to this tender.

10. **Price Variation Clause.-**

Tenderers who claim variation in net F.B.O. Prices (that is to say a price exclusive of contractor's profit, rebate, remuneration or commission called by any name whatsoever) should give detailed information in respect of each of the constituent item e.g. labour, material, etc., for which variation may arise in the items mentioned below:-

Element Of cost	Basic Rates	% of total F.O.B.	Cost indicated at A above.
--------------------	----------------	----------------------	-------------------------------

I Labour.

II. (a) **Raw materials (Variable)-**

- (i)
- (ii)
- (iii)

(b) **Raw material (Non-variable)-**

- (i)
- (ii)
- (iii)

(ii) If at any time after the submission of the Tender an increase or decrease takes place in the net F.O.B. price an adjustment will be made in the contract price but only in respect of such portion of the net F.O.B. prices as represents the change therein on account of the two factors cost of labour and/or materials, property required for the manufacture of the contract stores, on account of any reason or cause beyond the control of the manufacturers. The contractor may, after due completion of the contract and subject to and in accordance with the provisions of this clause make proposals in writing to the Central Stores Purchase Organization for the adjustment in the contract price setting out the increase/decreases in the cost of labour and/or materials the adjustment in respect of net increase being however limited to Per cent Of the net original F.O. B. prices. This percentage should be furnished by the tenderers at the time of his tender.

(iii) A claim by the contractor for the finalization of price shall be accompanied by the invoice and document containing the original quotation of the foreign Principal/Manufacturers and supported by a certificate of the chartered or incorporated accountant of the Principal/Manufacturer or if there is no qualified accountant of such foreign Principal/Manufacturer, the certificate of such other accountant as may be approved for the purpose by the D.G.I.S.D., London or ISM, Washington etc., showing the increase/decrease in the cost of labour and/or material between the date of tender and the date of shipment together with the basic rates of materials and labour and their estimated and find cost and certifying that they do not include any sum on account of profit or overhead.

(iv) Upon receipt of the contractor's claim, it shall be lawful for the Government to make such inquiry as they may deem fit through the D.G.I.S.D. London/ISM, Washington or any trade association or other authority nominated by D.G.I.S.D., London/ISM, Washington, for verification and certificate of the claim and it shall further be lawful for the Government to require the manufacturer's/Foreign Principal's Accounts relating to the increase claimed to be examined by the D.G.I.S.D., London/ISM, Washington.

(v) The decision of the Industries Commissioner and Central Purchasing Officer, Gujarat as to the increase or decrease in price under this clause shall be final and binding on the parties.

(vi) Any change in the customs duty payable by reason of any corresponding to the amount of the change in the F.O.B. price shall be to the buyer's account.

(vii) No charges other than customs duty shall be affected by the change in the F.O.B/Price.

(viii) This clause shall remain in operation only upto the date of shipment corresponding to the delivery period specified in the schedule to the A/T and notwithstanding any extension of time, nothing contained herein shall entitle the contractor to an increase in the contract price where the increase in the net F.O.B. price occurs after expiry of the said date of shipment unless the contractor proves to the satisfaction of the Industries Commissioner and Central Purchasing Officer, Gujarat that the delay in shipment was due entirely to causes beyond the control of the foreign principal/manufacturer and the decision of the Industries Commissioner and Central Purchasing Officer in this behalf shall be final and binding.

(ix) Tenderers should declare that in addition to the profit, commission, rebate, etc., specified they do not get any other discount or any credit to their account or to any other account on their behalf, adjusted either immediately or at the end of the year on the gross turnover for the year.

11.(a) Ex-stock offers or those on your own import licence will be preferred. It will be your responsibility to inform this office within the validity period of the quotation in the event in the stores offered ex-stock being sold elsewhere. Failure to comply with this instruction shall be construed to mean that the stores are available x-stock during the validity period. No cognizance shall be taken of the intimation that the stores have been sold out prior to receipt of order if such intimation is received after receipt of intimation of Acceptance of order at your end.

(b) The exact, earliest and clear delivery period should be quoted.

(c) Taxes, if leviable and if the same are being claimed extra should be clearly stated, failing which the rates quoted in the tender will be construed as inclusive of all taxes. Break-up showing the rates and element of taxes should be shown when rates are quoted inclusive of taxes.

12.(a) You should indicate the rates in metric system of weights and measures or in any equivalent weights and measures thereof showing conversion rates. Non-compliance in this respect will render the tender liable for rejection.

(b) Rates should be quoted per "Unit" as specified in the schedule. Non-compliance in this respect will render the tender liable for rejection.

13. The Industries Commissioner and Central Purchasing Officer reserve the right to consider or reject any or all tenders without assigning any reasons.

14. The Industries Commissioner and central Purchasing Officer reserves the right to accept either the tender in full or part or divide the quantity amongst one or more tenderers without assigning any reasons.

15. The Industries Commissioner and Central Purchasing Officer does not pledge himself to accept the lowest or any tender and also reserves to himself the right of accepting the whole or any part of the tender or portion of the quantity offered against any item and you shall supply the same at the rate quoted. You are at liberty to quote for the whole or any portion of the quantity of any item or state that the rate quoted shall apply if the entire quantity of any such item is taken from you. The Industries Commissioner and Central Purchasing Officer further reserves to himself the right of accepting or other wise any of the conditions stipulated by you in your tender.

16. In the event of an order being placed with you against this tender and if you fail to supply any stores in accordance with the terms and conditions of Acceptance of Tender or fail to replace any stores rejected by the Commissioner or any person on his behalf within such time as may be stipulated, the Industries Commissioner and Central Purchasing Officer, shall be entitled to purchase elsewhere, without notice to you on the account, such stores from any other source and at such price as the Industries Commissioner and Central Purchasing Officer shall in the sole discretion think fit and if such price shall exceed the rate set out in the schedule to Acceptance of Tender you shall be responsible to pay the difference between the price at which such stores have been purchased by the Industries Commissioner and Central Purchasing Officer, and the price calculated at the rate set out in the Schedule.

17. Sample:-

(A) Tender samples are not required unless specifically called for.

(B) Quotations without samples where samples are specifically called for will not be considered.

(C) Sealed samples should be submitted with a label showing (i) Name and address of the firm (ii) Tender No. (iii) Opening date of Tender.

(D) All samples submitted for any reason shall be supplied without charge and freight paid and without any obligation on the Industries Commissioner and Central Purchasing Officer as regards safe custody.

(E) In case you submit a sample with your tender the same shall not govern the standard of supply except when it has been specifically stated in the Acceptance of Tender that it is accepted instead of any scaled pattern.

(F) Tender samples should be submitted on or before the due date of Tender in respect of each item as mentioned in the Tenders along with separate chalans in triplicate for each schedule at the office of the Central Stores Purchasing Officer, Government of Gujarat, Block No.2, 6th Floor, Udyog Bhavan, Sector-11, GANDHINAGAR-382011. In case of failure the quotation will be rejected at the discretion of the above Officer.

(G) (1) Upcountry firms are requested to send packing not in duplicate along with the samples and Railway parcels and parcels sent under the Parcel Transport Scheme of G.S.R.T. Corporation should be sent as "Fully Paid Home Delivery Parcel" so that the samples are received by this office on or before the due date. Otherwise, this office is in no way responsible for getting the parcels cleared from Railway premises or delivery center of the G.S.R.T. Corporation.

(G) (2) In case of samples sent by railway parcels or through the G.S.R.T. Corporation R/R or parcel receipt of the G.S.R.T. should be posted separately to the address of the undersigned and not enclosed with the tender documents.

(G)(3) Samples for alternative offer, if any, should be clearly related by number of letter in unambiguous terms to the quotation to which it refers.

(H) After the tenders are decided, rejected samples, will be returned to the respective tenderers provided of course, the samples are not destroyed or consumed during testing and examination. The tenderers will have to make their own arrangements to remove the tender samples before the expiry of the final date of removal of sample which will be intimated to them. This intimation will be given under postal certificate to ensure safe delivery. If the samples are not removed by the date, they will be disposed of in a manner deemed fit.

(I) It has been the practice in the past with certain tenderers to submit a sample of a quality that the rate quoted does not permit of strict adherence to the sample, thereby causing numerous rejections. Tenderers are therefore warned that sample should not be submitted of a quality that they are not able to procure or maintain the quality in ultimate supplies. The samples submitted are in all cases preserved for comparison with supplies and rejection will be made if supplies are not reasonably in accordance with the approved samples.

(J) Tenderers are hereby warned that the quality will be done of the chief deciding factors both in the matter of deciding tenders and in inspecting bulk supplies. If even a small percentage of samples drawn at random in bulk supplies fails to come up to the standard of the tendered sample, the entire supply is liable to be rejected and no excuse whatsoever that manufacturing difficulties, raw materials etc., were responsible for deviation in quality will be entertained on any account. The tenderers who cannot comply with this condition will be well advised in their own interest not to respond to this tender. Penalties for default will be enforced very rigidly.

(K) Samples submitted against earlier inquiries by the same tendering firm can be considered provided the tendering firm exactly states in its tender to consider its tender on the basis of the tendered samples against previous tender inquiry. The tender should be considered provided such samples are in custody of C.S.P.O. and are in proper form i.e. are not destroyed or used up during previous testing/Joint Scrutiny.

18. You will be required to enter into agreement for the due performance of the contract. It should be stamped with adhesive stamps as per instructions given below and should be signed before any Gazetted Officer of this office or before a First Class Magistrate or a Justice of Peace or a Notary public:-

(a)	Agreement with no security deposit	Rs. 10.00	P.
(b)	Agreement with security deposit paid in G.P. Notes/Bank Guarantee	Rs. 10.00 For agreement and	P.
		Rs. 40.00 For Bank Guarantee	P.
(c)	Agreement with security deposit paid in Any other manner as per table below:-		
	Agreement	Rs. 10.00	P.
	Agreement upto Rs.100/-	Rs. 16.00	P.
	Agreement where it exceeds:-		
	Rs. 100/- upto Rs. 200/-	Rs. 22.00	P.
	Rs. 200/- upto Rs. 300/-	Rs. 28.00	P.
	Rs. 300/- upto Rs. 400/-	Rs. 34.00	P.
	Rs. 400/- upto Rs. 600/-	Rs. 46.00	P.
	Rs. 600/- upto Rs. 800/-	Rs. 58.00	P.
	Rs. 800/- upto Rs.1000/-	Rs. 70.00	P.
	Above Rs. 1000/- for every		
	Rs. 500/- or part thereof in excess of Rs.1,000	Rs. 40.00	P.

19. Warranty Guarantee, if any, for the stores offered by you, should invariably be stated in your tender, failing which standard clause to this effect adopted by Industries Commissioner and Central Purchasing Officer shall apply viz. for twelve months.

20. It should be noted that if a contract is placed on a higher rate as result of this tender in preference to lowest acceptable offer in consideration of your offer of earlier delivery, you will be liable to pay to Government the difference between the contract rate and that of the lowest acceptable tender in case of failure to complete supplies in terms of such contract within the date of delivery specified in the tender and incorporated in the Acceptance of Tender. This is without prejudice to other rights under the terms of contract.

21.(a) You shall guarantee regular and timely supply for a period of three years, of all the spare parts required for the normal working of the machinery tendered for. Such a guarantee shall be accompanied by a certificate from a Chartered Accountant that you are holding a stock of such spare parts, sufficient enough for a period of three years normal working of the machinery without any condition of Import Licence. You shall also guarantee that the rates of such spare parts will not be exceeding those you might be charging to the Director General of Supplies and Disposals, New Delhi or any other Government Department.

(b) You shall further guarantee that "after-sale service" shall be made available as and when required.

22. Termination of Contract: -

Should you fail to deliver the stores or any part thereof, within the contracted period of delivery or in case the stores are found not in accordance with the prescribed specifications and/or approved sample the Industries Commissioner and Central Purchasing Officer shall exercise his discretionary powers either-

(a) to recover from you as liquidated damages a sum not exceeding half a percent of the price of the stores which you have failed to deliver as aforesaid per each week or part thereof during which the delivery of such stores may be in arrears, but subject to a maximum limit in the case of an order not exceeding Rs.1 lakh in value, 10 percent and in the case of an order exceeding rupees one lakh in value, of 5 percent of the stipulated price of the stores including Sales Tax, General Tax, Excise duty, Packing Charge etc., so delivered or

(b) to purchase elsewhere on your account and at your risk stores so undelivered or others of a similar description without canceling the contract in respect of the consignment not yet due for delivery, or

(c) to cancel the contract.

In the event of risk purchase store of similar description the opinion of the Industries Commissioner and Central Purchasing Officer shall be final which will be exercised by him only when stores of exact specifications are not readily procurable.

In the event of action taken under clause (a) or (b) above, the contractor shall be liable for any loss which the Industries Commissioner and Central Purchasing Officer may sustain on that account but you shall not be entitled to any saving on such purchases made against default.

The decision of the Industries Commissioner and Central Purchasing Officer shall be final as regards the acceptability of stores supplied by the contractor and the Industries Commissioner and Central Purchasing Officer shall not be required to give any reason in writing or otherwise at any time for the rejection of the stores.

23. Extension of Time.-(1) As soon as it is apparent that contract dates cannot be adhered to, an application shall be sent to the Industries Commissioner and Central Purchasing Officer.

(ii) Without prejudice to the foregoing right if such failure to deliver in proper time as aforesaid shall have arisen from any cause which the Industries Commissioner and Central Purchasing Officer may admit as a reasonable ground for an extension of the time (and his decision shall be final) he may allow such additional time as he considers to be justified by the circumstances of the case.

(iii) Provided always that any failure or delay on the part of sub-contractors though their employment may have been sanctioned shall not be admitted as a reasonable ground for any extension of time or from exempting you from any liability for any such loss or damage, as aforesaid and provided further that no extension shall be allowed unless application for it shall, in the opinion of the Industries Commissioner and Central Purchasing Officer (which shall be final) have been made and in his opinion is justified.

24. Special conditions, if any in this tender shall also be applicable.

25. Non-compliance with any of the above conditions shall construe breach of the same and will render the offer liable for rejection.

26. Telegraphic quotations should not send. However, if it is absolutely necessary to send the telegraphic offer, the same, if not followed by the detailed quotation in 48 hours from the prescribed date of submission of Tender, shall not be considered and the tender will be rejected.

Telegraphic quotations received from the firms outside Ahmedabad/Gandhinagar shall only be considered. Local telegraphic

quotations shall not be considered. Telegraphic quotations shall be considered, provided, they are complete in all respects with regard to price (itemised price, where necessary), specifications, delivery and other particulars essential for taking purchase decision.

27. You must not quote for items of stores for which you are not granted registration by this office. You can however do so on payment of Earnest Money Deposit equivalent of 3% of the total costs of stores tendered by you. This deposit can be paid either in Chalan if your firm is situated within Gujarat State or by Demand Draft drawn on any Nationalised Bank on Gandhinagar, if your firm is situated outside Gujarat State. The Chalan in original only or Demand Draft must accompany the tender quotation.

28. Rates under all columns should preferably be quoted on the Appendix (a the end). Rates should be quoted on F.O.R. Destination basis failing which the tender is likely to be rejected. If the samples are sent through Gujarat State Road Transport Corporation Buses, they should be sent under "Freight paid system".

Those tenderers are instructed to specify clearly in their tenders as to in which respect their quotations deviate from the tender enquiry. If deviations are not specified in detail, it will be presumed that the tender officer is exactly to the specifications of the tender enquiry.

29. Tenderers are requested to show all taxes separately with their amounts even if their offers are inclusive of all taxes.

30. Tenders should send descriptive literature alongwith their offers.

31. Superscription.-Tendering firms are supposed to superscribe the envelopes containing tenders by indicating correct "tender inquiry number" as well as "due date". This condition has been put up so that the concerned tender is opened correctly at the time and on the date the tender is supposed to be opened. However, many a times the firms superscribe the tenders incorrectly i.e. either the number or date are not correctly written or either the number or the date or both are not written at all.

32. Tenderers are advised to indicate in their offer against each item, whether the item is imported or indigenous. And if it is indigenously manufactured whether it is a product of Large Scale Industry, Small Scale Industry or Cottage Industry and of what State. This information is required for Government Statistical purpose. If the tenderer desires to have approved price preference of Small Scale or Cottage Industry products, the tenderer should furnish certified authenticated or photostat copies of their registration certificates issued by the State Industries Commissioner or State Registrar of Co-operative Societies, Gujarat State with whom the Small Scale Industry/Cottage Unit is registered.

A. The Industries Commissioner and Central Purchasing Officer, Gandhinagar may if found necessary to do so, place repeat orders against the acceptance of tender in case issued in your favour, within a period of six months from the date of the issue of A/T, subject to the same terms and conditions originally provided in A/T and you shall accept the same unless specifically stipulated to the contrary in your Tender. In case of non-acceptance of repeat order provision contained under condition No.22 shall be applicable.

33. In connection with condition No. 3 tenders should note that the products of the Small Scale Industrial units shall be entitled to the price preference upto 15% (fifteen percent) over the products of large scale industries only in case when the Small industrial units quote directly or through the firms which are their accredited agents or authorized by them to deal in the business for period not less than one year. Under such circumstances when SSI wants to quote through any firm, they should not quote directly or through any other firms, which are not its accredited agents or which are not authorized to quote on its behalf. This concession will not apply to other firms tendering quotations for SSI products which are not authorized agents of the SSI units. The tendering firm authorized by the SSI. Units as agents should submit alongwith the quotations, a copy of the authority letter given by the SSI units. A copy of the authority letter should either be photostat copy or be duly certified/attested by any Gazetted Officer of the Government.

34. In the case of rates accepted on "FOR Station of dispatch" the date on which the goods are placed on Rail shall be considered as the date of delivery.

35. In the case of rates accepted on "FOR Destination", the date on which the goods are received at destination shall be considered as the date of delivery. Either of the two conditions stated above will be applicable when the inspection is to be done at destination.

36. In case you intend to offer the goods for inspection prior to dispatch you shall have to stipulate as to within what period you will offer the goods for inspection and in what period you will deliver the goods after the inspection is carried out and the inspection note is issued by the inspecting Authority.

37. Even if the stores are to be consigned by Rail and if you dispatch the same by Lorry Transport, 75% or 90% payment as the case may be, shall not be made against despatch document but the same will be paid after receipt of stores at destination.

38. In the event of your offering the products of the SSI Units of the Gujarat State, you will have to give alongwith the certificate authenticated or photostat copy of the Registration Certificate or SSI., an affidavit that the SSI. Units whose product/s has/have been offered are still working as SSI. Units within the definition laid down by the State Government. If it will be

noticed that the SSI Unit has ceased to be SSI and has grown to large Scale Industrial Units either at the time of tendering quotation or at the time of receipt of A/T and if you fail to bring this facts to the notice of CSPO you will be liable to pay the difference between your offer/s accepted in the A/T and the lowest offer/s to specification, received against this tender invitation.

Firms/Units desirous of availing of advantage specially given to SSI Units, in price, should invariable give the full details as regards the machinery and equipment possessed, installed in their premises and also clearly mention the processes that will be carried out in the premises of the units itself and processes which are to be carried out outside the premises of the unit, either on contract basis or any other mode viz, job work etc.

39. Note:-

(1) Tender Sample – Analysis Reports on the tender samples will not be furnished to Tenderer.

(2)Packing – Packing proposed to be employed should be clearly stated giving details of the charges for all alternate packing, if any.

40. Tender should be submitted in the cover duly sealed and superscribed (i.e. showing legibly the tender number and due date of submission of tender on the top of the left hand corner of the envelope containing the tender). In the interest of the tenderer it is advisable that the tenders are sent in cover duly sealed by sealing wax. In case the tender is sent not sealed by sealing wax, no complaint in respect of tampering of tenders shall be entertained by this office.

41.The terms and conditions, that may appear in printed, cyclostyled or in any other form on the covering letter accompanying the tender will not be taken notice of. Only those conditions that will appear in the body of letter will be taken for consideration.

42.All questions, disputes or differences arising under, out of or in connection with the contract if concluded shall be subject to the exclusive jurisdiction of the Court within the local limits of whose jurisdiction the place from which Acceptance of Tender is issued, is situated.

Assistant Commissioner of Industries (SP)

SIGNATURE OF TENDERER

Name:-

Designation:

Seal of firm:

APPENDIX-14

ટેકનીકલ બીડનું પ્રાથમિક ચકાસણી પત્રક.

મેસર્સ -----

ટેન્ડર ઇન્કવાયરી નંબર : એસપી/ / ()/ગુજ/૨૦૦ -૨૦૦ / _____

ડયુ ઓન તારીખ : / / ૨૦૦ _____

ખરીદી માટે

(૧)	પી.ટી.એફ.	:
(૨)	ઈ.એમ.ડી.	:
(૩)	ઓથોરીટી લેટર	:
(૪)	લઘુઉદ્યોગ નોં.નં.પ્રમાણપત્ર/ એન.એસ.આઈ.સી.પ્રમાણપત્ર	:
(૫)	સી.એસ.પી.ઓ. / ડી.જી.એસ.એન્ડ ડી. રજીસ્ટ્રેશન	:
(૬)	વેલીડીટી પીરીયડ	:
(૭)	ઈન્સ્પેક્શનનું સ્થળ	:
(૮)	ડીલીવરી પીરીયડ	:
(૯)	પેમેન્ટ કન્ડીશન	:
(૧૦)	જી.એસ.ટી. / સી.એસ.ટી. સર્ટિફિકેટ	:
(૧૧)	આઈ.ટી.સી. સર્ટિફિકેટ	:
(૧૨)	સેમ્પલ	:
(૧૩)	એફ.ઓ.આર.	:
(૧૪)	ટેક્ષ	:
(૧૫)	છેલ્લા બે વર્ષના ઉત્પાદન અને વેચાણના આંકડા	:
(૧૬)	છેલ્લા બે વર્ષના ટર્ન ઓવરની વિગત	:
(૧૭)	ભાગીદાર / માલિકના નામ અને સરનામા	:
(૧૮)	ડુપ્લીકેટ ટેકનીકલ બીડ	:
(૧૯)	બીડ શરતી છે ?	:
(૨૦)	વિશેષ નોંધ	:

APPENDIX -17

By Regd.A.D

Address of the Department

To
M/s. _____

Subject:- Your offer No. _____ dt. _____ against this office
Tender No. SP/_____ due on ____ for the supply of
_____ and your letter dt. _____

Dear Sirs,

Your quotations as cited above for the tender has been accepted for the following items. You are, therefore, requested to book the order. The necessary Acceptance of Tender will be issued only after your paying Security Deposit as indicated below, latest within 10 days from the date of receipt of this letter.

(i) Security Deposit:-

Please deposit with this office Rs. _____ (Rs. _____ only) as Security Deposit by Demand Draft Payable on _____ or in the form of Bank Guarantee or FD of Nationalized Bank or Scheduled Bank for due performance of contract. This deposit is liable to forfeiture to the Government of Gujarat in the event of your non-fulfillment of the terms and conditions on which acceptance of Tender will be issued.

If you fail to provide the Security Deposit as called for above, such failure will constitute a breach of the contract and the Industries Commissioner and Central Purchasing Officer shall be entitled to make other arrangement at your risk and expense in addition to forfeiture of EMD deposited by you in this tender or cancellation of your CSPO's registration.

No claim shall be entertained against the Industries Commissioner and Central Purchasing Officer in respect of interest on Security Deposits.

(ii) The items to which this Acceptance letter relates.

Item No.	Description	Quantity	Rate	Total cost
----------	-------------	----------	------	------------

SPECIFICATION OF ITEM

_____ Nos. x Rs. _____ = Rs. _____
(Total Rupees _____ only.)

Samples: Samples are acceptable for feel, finish & workmanship only. However you should supply the stores as per T/E specification and Indent samples

Manufactured by:-

N.B:

- 1) The above price is accepted on **Free delivery/FOR** at consignee's place inclusive of Insurance charges.
- 2) Taxes: - Rates are inclusive of GST/CST
- 3) Delivery period: Within 90 days from the date of receipt of final A/T to you.
- 4) Inspection: 100% Inspection is to be done by Indentor/Indentor's representative at your factory premises.
- 6) Payment: 90% and 10% payment shall be paid by the Indentor/consignee.
- 7) You will be required to enter into an agreement for the due performance of the contract an agreement form is sent herewith. It should be stamped with adhesive stamp as per instructions given below and should be signed before any Gazetted Officers of this office or before a First Class Magistrate.

(A) Agreement with no security deposit	Rs. 100/-
(B) Agreement with security deposit paid in GP Notes/Bank Guarantee	Rs. 100/- for agreement Rs. 100/- for bank guarantee.
(C) Deleted and amended as under:-	
- 8) "Agreement with security deposit paid in any other manner: 8% of the total value of security deposit plus Rs. 100/- of Adhesive Stamp".
Please pay S.D. as above.

On receipt of your confirmation with agreement & SD the final A/T will be issued to you.
Please confirm at once.

Yours faithfully,

Purchase Officer

Copy to:-

1) _____

2) Select file

APPENDIX -18

**GOVERNMENT OF GUJARAT
CENTRAL STORES PURCHASE ORGANISATION**

Please quote in all
letters, invoices etc.
the No. & date of this

Acceptance of Tender.

No. SP/
Industries Commissionerate & CPO,
2/6, Udyog Bhavan, Gandhinagar.
Dt . . .

ACCEPTANCE OF TENDER FOR AND ON BEHALF OF GOVERNOR OF GUJARAT

To
M/s. _____

- Sub:- 1) This office invitation Tender No. SP/ _____
due on _____
2) Your Tender quotation No. _____ dt. _____
3) This office Acceptance letter of even No. _____ dt. _____
4) Your Confirmation letter No. _____ dt. _____

Gentleman,

With reference to the communication mentioned above, I have to state that the stores specified in the schedule attached has been accepted subject to the conditions stipulated in this Acceptance of Tender. Any clause, condition or terms in your offer and/or acknowledgement letter which is repugnant to or inconsistent with the terms and conditions of this Acceptance of Tender and schedule attached herewith shall be void and of no force and effect. If you fail to acknowledge receipt of this communication within a week, you will be deemed to have accepted this contract on the terms and conditions set out therein.

2. Please acknowledge receipt of this Acceptance of Tender on the slip enclosed within a week.

3.(a) You have deposited Rs. _____ (Rs. _____ only) as a Security Deposit in form of Bank Guarantee Bond due to performance of contract. This deposit is liable to forfeit to the Govt. of Gujarat in the event of your non-fulfillment of the terms and conditions of which this Acceptance of Tender and acceptance of letter.

(b) No claim shall be entertained against the Industries Commissionerate & Central Purchasing Officer in respect of interest on security deposit.

(c) On the satisfactory performance of the contract the Security Deposit will be returned to you on presentation of 'No Demand Certificate' from the consignee.

4. Please quote the No. and date of this Acceptance of Tender in all invoices, and Correspondence.

5. Packing and Notification of Dispatch:

Your particular attention is invited to the conditions of contract under which you have tendered in regard to packing and notification of delivery and dispatch. It is essential that packing notes and priced invoices shall be furnished to the consignee in respect of every consignment. The Railway Receipt should be forwarded to the consignee immediately after the dispatch of stores otherwise demurrage charges, if any, paid by the consignee, will be deducted from your bills.

6. The total cost of the Acceptance of this tender for delivery FOR destination delivery basis inclusive of Insurance charges at consignee's site comes to Rs. _____ (Rs. _____ only) and you should not dispatch the goods if the total cost exceeds that amount. The Sales-tax, if applicable in the case of dealers, if any, should be claimed as separate item in the bill.

7. Inspection :- The Consignee or his representative before dispatch at your principal's place at your cost .

8. Designation and full postal address of the consignee as informed by Indenting Department is at Sr.No.4 of the schedule.

(a) The entire material ordered have to be offered for inspection within 90 days from the date of issue of this A/T in open condition and same will have to be repacked in such a manner so as to be suitable for transport without any extracost.

9. Deleted.

10. "Termination of contract" should you fail to deliver the stores or any part thereof within the contracted period of delivery or in case the stores are found not in accordance with the prescribed specifications and/or approved sample, the Industries Commissioner and Central Purchasing officer shall exercise his discretionary powers either -

(a) to recover from you as liquidated damages a sum of not exceeding 1/2% of the price of the stores which you have failed to deliver as aforesaid per each week or part thereof during which the delivery of such stores may be in arrears but subject to a maximum limit in the case of an order not exceeding Rs. 1 lac in value of 10% and in the case of an order exceeding Rs. 1 lakh in value, of 5% of the stipulated price the stores including sales-tax, General-tax, excise duty, packing charges etc. so undelivered, or

(b) to purchase from **elsewhere** on your account and at your risk stores so undelivered or others of a similar description without canceling the contract in respect of the consignment not yet due to delivery or

(c) to cancel the contract

In the event of risk purchase of stores of similar description the opinion of the Industries Commissioner and Central Purchasing Officer shall be final which will be exercised by him only when stores of exact specifications are not readily procurable.

In the event of action taken under clause (a) or (b) above the contractor shall be liable for any loss which the Industries Commissioner and Central Purchasing Officer may sustain on that account but you shall not be entitled to any saving on such purchases made against default.

The decision of the Industries Commissioner & Central Purchasing Officer shall be final as regards the acceptability of stores supplied by the contractor and the Industries Commissioner and Central Purchasing Officer shall not be required to give any reason in writing or otherwise at any time for the rejection of the stores.

11. Goods should be consigned to (please see schedule attached) and dispatched by passenger goods train or by S.T. bus on under the parcel-transport scheme of the Gujarat Road Transport Corporation.

N.B. of 11 deleted.

In the case of contract specifying "Free delivery" at destination consignment must be booked "freight paid" at your expense.

12.(a) N.B. of 12: Deleted.

(l) Railway receipt or parcel receipt of the Gujarat State Road, Transport Corporation should not be sent by V.P.P. as payment for goods dispatched should be made in ordinary way.

13. Date of delivery : (Please see schedule attached)

NOTE: (i) In the event of your inability to supply goods by the stipulated date, his office must be informed and no supplies will be normally be accorded by the

consignee if delivered late, except on production of a specific sanction from this office.

14. Bills for the stores to be supplied in compliance of this contract must be prepared in duplicate and sent to the consignee for payment. A copy of the bill should be sent to this office when full payment of your bills is recovered.

15. This office must be kept informed of the progress of the delivery of materials etc. and intimation should be sent upon final completion of the contract.

16. You had entered into agreement for the due performance of the contract.

17. Deleted.

18. You shall be subject to the following warranty clauses "that the goods/articles/stores sold to the buyer under this contract shall of the best quality (and workmanship) and shall be strictly in accordance with the specifications and particulars contained/mentioned in the acceptance of tender and the contractor/seller hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for period of 12 months from the date of delivery of the said goods/stores/articles to the purchaser and that notwithstanding the facts that the purchaser (Inspector) may have inspected and/or approved the said.

Goods/stores/articles, if during the aforesaid period of 12 months the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or by reiterated (and the decision of the purchaser in the behalf will be final and conclusive the purchaser will be entitled to reject the said goods/stores/articles or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection the goods/stores/articles will be at the seller's risk and all the previous herein contained relating to condition of goods etc. shall apply. The Contractor/seller shall, if so called upon by the purchaser in its description on an application made therefore by the contractor /seller, the goods/stores/articles or such portion therefore as is rejected by the purchaser and in such an event the above mentioned warranty period shall apply to the goods/stores/articles replaced from the date of the replacement therefore otherwise the contractor/seller shall pay to the purchaser such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any, other right of the purchaser in that behalf under this contract or otherwise.

19.(i) This contract shall be covered by the laws in force in Gujarat State.

(ii) The marking of all stores supplied must comply with the requirement of the Indian Acts relating to Merchandise marks and of the rules made under such Acts.

20 You shall at all times identify the Industries Commissioner and Central Purchasing Officer against, all claims which may be made in respect of the stores infringement of any right protected by patent registration of design or Trade Mark and shall make all risk of accidents or damage which may cause failure of the supply from whatever cause arising and are entire responsibility for the sufficiency of the means used by you for the fulfillment to the contract. Provided always that in the event of any claim made against the Industries Commissioner and Central Purchasing Officer the Industries Commissioner and Central Purchasing Officer shall notify you of same be at your own expenses to conduct negotiations for settlement of any litigation that may arise there from.

21. ARBITRATION:

In the event of any question, dispute or difference arising under these condition or any special conditions of contract or in connection with the contract (except as to any matters the decision of which is specially provided for by these or the special conditions the same shall be referred to the Gujarat Public Works Contracts Disputes Arbitration Tribunal Rules, 1992.

22. Arbitration Tribunal under Act. The decision of Tribunal shall be final and binding on the parties to the contract subject to any amendment in the judgments of the tribunal under review or revision as per provision of the above Act.

23. Whenever under this contract any sum of money is recoverable from and payable by you the Industries Commissioner and Central Purchasing Officer or an Officer empowered by him shall be entitled to recover such sum by appropriating in part of whose the security deposited by you, if a security being insufficient or if no security has been taken from you then the balance of the total sum recoverable as the case may be shall be deducted from any sum then due to you under this or any other contract with the Industries Commissioner and Central Purchasing Officer or Government or any other person contracting through this sum be to the full amount recoverable you shall pay to the Industries Commissioner and Central Purchasing Officer or any an Officer empowered by him on demand the remaining balance due as arrears of and Land Revenue dues.

24. Should you fail to abide by any of the terms and conditions of this contract the failure on your part shall constitute a breach of the contract and action as deemed proper shall be taken against you under clause-10 of this contract.

25. The Industries Commissioner and Central Purchasing Officer, Gandhinagar reserves his right to place Repeat Orders against this A/T within a period of six months hereof subject to terms and conditions herein provided as agreed by you under your tender mentioned above and you shall accept the same. No compliance of Repeat Orders shall be dealt with under clasue-10 of this A/T.

26. Deleted.

27. All questions, disputes or difference arising under out of or in connection with the contract if concluded shall be subject to the exclusive jurisdiction of the court within the local limits of whose jurisdiction the place from which the Acceptance of Tender is issued is situated.

Yours faithfully,

Dy. Commissioner of Industries (SP)
for Industries commmissionerate & CPO
for & on behalf of Governer of Gujarat

Copy forwarded with compliments to.

Indentor :

Consignee :

Note:- Intimation of the date of actual receipt of goods either in part or full in sound condition part or full payment of bills and satisfactory fulfillment of terms and conditions of contract should be sent to this office to complete the record.

Copy to:

1. Co-ordination Branch. CSPO
2. Inspection Branch. CSPO
3. Accountant General G.S. Ahmedabad.
4. Addl. Accountant General, Rajkot
5. Resident Audit officer (PAO) Sicol Bldg. Khanpur, Ahmedabad.
6. Pay and Accounts Officer, Gandhinagar.

SCHEDULE TO ACCEPTANCE OF TENDER NO. SP/_____

Dt. _____
Place with M/s. _____

Item No.	Description	Qty.	Rate Rs.	Total Value Rs.

(Rs. _____ only.)

SPECIFICATION: -

N.B.

1. The above quoted rates are accepted on FOR delivery at destination basis inclusive of insurance charges.
2. Sales Tax:-GST 5.5% or CST 4% extra against form P or D.
3. Delivery period (Clouse No.13) :- Within 90 days i.e. your call for inspection of acceptable stores should reach the Inspecting Authority viz. Consignee within 90 days from the date of receipt of this A/T by you. The inspected and accepted stores should be dispatched immediately within 21 (twenty one) days from the date of receipt to inspection note approving and accepting the stores issued by Inspecting Authority.
4. Clause No. 8 & 11: Stores should be consigned on freight paid basis as under:-

5. Payment: 90-% of the invoice amount shall be paid by the Indentor /consignee against railway receipt through bank after the inspection of acceptable stores is done approving the same prior to dispatch. The remaining 10% shall be paid within 30 days from the date of receipt of stores at site. A copy of your invoice with inspection note approving the same shall be sent sufficiently in advance to the paying authority so as to enable him to draw the amount in time. Indenting Officer/consignee shall effect the 90% payment to the bank after verifying the documents i.e. railway receipt, invoices, etc. at the premises of the bank. If the stores railed are in less quantity then shown in the invoice/inspection note, 90% payment of the railed quantity shall only be made. If the stores are to be railed in lots against one particular inspection note, Indenting Officer/consignee shall have to be informed by you accordingly. If the stores are dispatched by

lorry transport, 90% payment shall not be made through bank, but shall be made on receipt of acceptable stores at destination in sound condition and remaining 10 % within 30 days.

Bank charges shall be borne by you. If the documents are not received within the stipulated time given by the bank subsequently charges shall be borne by the Indenting Officer/ Consignee.

6. All necessary technical clarifications, if any, shall be obtained directly from the consignee/indenting officer under intimation to this office.
7. Octroi: Octroi Exemption Certificate shall be provided by the Indenting Officer/Consignee directly if necessary.
8. Inspection: (Clause No.7) By Consignee or his representative before dispatch at your place at your cost.
9. The stores under this A/T shall be the product of as per schedule-A. The Inspecting Authority shall also verify the facts that the stores offered for inspection against this A/T is manufactured by this unit only.
10. Clause No.6(a), 9, N.B. of 11,12,12(a), 12 N.B. 13 note(ii), 17 and 26 are deleted on page No. 1 to 5 of this A/T.

Yours faithfully,

Dy. Commissioner of Industries (SP)
for Industries Commissionerate & CPO
for & on behalf of Governor of Gujarat.

APPENDIX-19

THIS AGREEMENT made on this _____ day of _____ Two thousand and _____20_____ BETWEEN _____ (hereinafter called "The contractor" which expression where the context so requires or admits shall his heir, administrators, executors and legal representatives) of the one part and THE GOVERNOR OF GUJARAT (hereinafter called the "Government" which expression where the context so requires or admits shall include his successors in office and assignees) of the other part.

WHEREAS the Contractor has given tender to the Government for supply to the Industries Commissioner and Central Purchasing Officer, Gujarat State, Gandhinagar (hereinafter called "Industries Commissioner") of the articles specified in the Schedule 'A ' (attached) as per delivery instructions given in the form of acceptance of Tender at the respective prices or rates mentioned against the said articles in the column provided for the purpose.

AND WHEREAS such tender has been accepted and the Contractor has deposited with the Industries Commissioner the sum of Rs._____(Rupees _____only) in _____as security for due fulfillment of this agreement.

NOW IT IS HEREBY AGREED BY AND BETWEEN the parties, hereto as follows:

- (1) The Contractor has accepted the contract on the terms and conditions set out in the Tender Notice No. _____dated ____ as well as in the form of Acceptance of Tender No. _____dated ____which will hold good during the period of this agreement.
- (2) Upon breach by the Contractor of any of the conditions of this Agreement, Industries Commissioner may be a notice given in writing rescind, determine and put to an end to this Agreement without prejudice to the right of the Government to claim damages for antecedent breaches thereof on the part of the contractor and also to reasonable compensation for the loss occasioned by the failure of the Contractor to fulfill the Agreement as certified in writing by the Industries Commissioner which certificate shall be conclusive evidence of the amount of such compensation payable by the Contractor to the Government.
- (3) Upon the determination of this Agreement whether by efflux of time or otherwise after the expiration of ____ months from the date of such determination the said deposit be returned to the contractor but without interest and after deducting there from any sum due by the Contractor to the Government under the terms and conditions of this Agreement.

- (4) This agreement shall remain in force until the expiry of the date of delivery of materials but notwithstanding anything contained herein or in the form of Acceptance of Tender the Government shall not be bound to take the whole or any part of the estimated quantity herein or therein mentioned and may cancel the contract at any time after given one month's notice in writing without compensating the Contractor.
- (5) Notice in connection with the Contract may be given by the Industries Commissioner or any Gazetted Officer of the Stores Purchase Branch authorized by the Industries Commissioner.
- (6) It subject to the circumstances beyond control (force majeure) the Contractor fails to deliver the stores in accordance with the conditions mentioned in the A/T the Industries Commissioner should, at his option, be entitled either.
- (a) to recover from Contractor as liquidated damages a sum equivalent to $\frac{1}{2}$ percent of the price of the undelivered stores at the stipulated rate for every week or part thereof during the delivery of such stores may be delayed subject to a maximum limit in the case of an order not exceeding Re.1 lakh in value, of 10 percent and in the case of an order exceeding Re. one lakh in value of 1 percent of the stipulated price of the stores to undelivered or,
- (b) to purchase from elsewhere, on Contractor's account and at Contractor's risk the stores so undelivered or other of a similar description where other exactly complying with the particulars are in the opinion of the Industries Commissioner, not readily procurable without canceling the contract in respect of consignments not yet due for delivery, the opinion of Industries Commissioner shall be final and binding or,
- (c) to cancel the contract.

In the event of action being taken under (b) or (c) above, contractor shall be liable to make good for any loss which the Industries Commissioner may sustain by reason of higher price of the stores so purchased or otherwise however. The recovery on account of liquidated damages under (a) above will be made by deducting the amount in the bills and the recovery of any loss, which the Industries Commissioner may sustain and under (b) and (c) should be made good by a Credit Notice within the stipulated period of the purpose.

IN WITNESS WHEREOF the said contractor ____ has set his hand hereto and the Industries Commissioner has on behalf of the Governor affixed his hand and seal of this office hereto the day and year firsts above written.

Gujarat State, Gandhinagar.

Witness: -

1. _____

2. _____

(Signature of witness)
Signed by

(Signature and designation
of the Contractor)

(Name and designation)

Industries Commissioner &
Central Purchasing Officer,

For and on behalf of the Governor of Gujarat.

APPENDIX-20

Bank Guarantee No.
Date:
Amount:
Valid upto:

FORM OF BANK GUARANTEE BOND

GUARANTEE BOND

In consideration of the Governor of Gujarat (hereinafter) called 'the Government') having agreed to exempt M/s. _____(hereinafter called 'the said Contractor(s) from the demand, under the terms & conditions of Agreement dated _____made between M/s. _____ and Government of Gujarat for supply of _____against Tender No. _____(hereinafter called 'the said Agreement') of security deposit for the due fulfillments by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank guarantee for Rs.____(Rupees _____only) we, _____(hereinafter indicate the name and full address of the Bank referred to as 'the Bank') at the requests of _____(contractor(s) hereby undertake to pay to the Government an amounting not exceeding Rs. _____against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We _____
(Indicate the name and full address of the Bank)

do hereby undertaken to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or suffered by the Government by reason of breach by the said Contractor(s)of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s), failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted, to an amount not exceeding Rs._____.

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s)in any suit or proceeding pending before any court Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be unvalid discharge of our liability for payment there under and the Contactor(s)/Supplier(s)shall have no claim against us for making such payment.

4. We _____

(Indicate the name of Bank)

further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid & its claims satisfied or discharged or till Industries Commissioner & CPO office/Department Ministry of I & M. Department, Government of Gujarat certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the _____ shall be discharged from all liability under this guarantee thereafter.

5. We, _____ further agree with the

(Indicate the name of Bank)

Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of their term and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or Commission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).

7. We, _____

(Indicate the name of Bank)

lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Address of the Bank
(Branch etc. may please
be clearly mentioned).

Dated the _____ day of _____

For _____

(Indicate the name of Bank)

Note: Please do not add any extra statement para or any alteration is to be made in prescribed proforma.

ANNEXURE -21
GOVERNMENT OF GUJARAT

INDUSTRIES COMMISSIONERATE & CPO
Sector-11, 2/6, Udyog Bhavan, Gandhinagar.
Phone No.

Set No.

INSPECTION NOTE

Date of Inspection:

No.of copies

Inspection Note No.Dated.....

Inspected by :-

Copy No

Acceptance of Tender No..... Date.....

Placed with M/s.....

Stores Offered for Inspection on date

Indentor :-

Consignee:

The stores noted below have been inspected and accepted as shown Col.No.5

Item No	Description of stores	Accounting Unit	Qty. offered	Qty. Accepted	Total to date	Facsimile of stamp
1	2	3	4	5	6	7

N.B.:-

1. The firm has offered the stores for inspection within the delivery period stipulated in the A/T.
2. About 10% of the stores offered for inspection was verified at random during the inspection.
3. ----- of ----- were drawn as BSS out of which ----- have been expended in test and remaining may be collected by the Indentor from this office immediately for onward transmission to the concerned consignees.
4. Payment terms:- 90% should be made against railway receipt through Bank or against receipt of goods if transported by lorry and the balance 10% payment should be made within 30 days from the date of receipt of stores.

Dy. Commissioner of Industries (SP)

Addl. Industries Commissioner (SP)

Copy to:-

- (1) & (2) The Contractor (2 copies)
- (3) The Indenting Officer
- (4)The consignee
- (5)The Purchase Wing
- (6)& (7)Inspection Wing

APPENDIX -22

Regd. A.D.

GOVERNMENT OF GUJARAT
INDUSTRIES COMMISSIONERATE & CPO
Sector-11, 2/6. Udhog Bhavan, Gandhinagar.

INSPECTION NOTE
(Form of Rejection of Stores)

Set No.

No. of copies: _____

Date of Inspection: _____

Inspected by (1) Shri _____
(2) Shri _____

Inspection Note No.SP/SI/I-Wing/
Dt. _____

Copy No. _____

Acceptance of Tender No.SP/ _____
Dated _____

Placed with: M/s. _____

Stores Offered for Inspection on dated _____

Indentor:- _____

The stores noted below have been inspected and accepted as shown in Col.No.5.

Item No.	Description of stores	Accounting Unit	Qty. Offered	Qty. Rejected	Reasons for Rejection
1	2	3	4	5	6

Deputy Commissioner of Industries (SP)

Copy to:- (1) The Contractor
(2) The Indentor
(3) The Purchase Wing table
(4)& (5) Inspection Wing.

APPENDIX - 23

No.
Name of the Office :

To

Subject: - No Objection Certificate for refund of Security Deposit and to close the file.

Sir,

Please refer to this office A/T No. _____ dated ____ under which M/s. _____ were to supply _____ to you or to the consignees mentioned therein. The firm had deposited with this office an amount of Rs. _____ as Security Deposit for due fulfillment of the contract for supplying the stores under the A/T. This amount of Security Deposit is to be refunded to the firm as it is understood that it has supplied the stores under the A/T and the amount of penalty for late delivery or any other dues from the firm have been deducted from its bills for the stores supplies. Before, however, I refund the Security Deposit to the firm against the A/T, I would like you to certify that you have no claim against the firm in respects of the supply of stores against the A/T, and that you have no objection to my refunding the Security Deposit in question to the firm. I have, therefore, to request you to forward to me the certificate as above to enable me to refund the Security Deposit to the firm. You are also requested to send necessary certificate to the effect that you have no objection to close the file.

Yours faithfully,

Purchasing Officer.

APPENDIX-24

FORM I

(Rupees Five only)

**GOVERNMENT OF GUJARAT
CENTRAL STORES PURCHASES ORGANISATION**

No. _____

Form of application for use by the firms for enlistment as approved Contractors with the Central Stores Purchase Organization of the Government of Gujarat.

1. Name of the applicant firm
2. Address-
 - a. Head Office
 - b. Branch Office
 - c. Agent's Office
 - d. Shops, Godowns/work houses
3. Telegraphic address and Telephone Nos. FAX No.
4. Is your firm registered under –
 - a. The Indian Companies Act, 1913
 - b. The Indian Partnership Act, 1938
 - c. The Factories Act
 - d. Any other ActIf private owned state full names and addresses of all persons having direct financial interest. :
5. A) Are you a manufacturer? If so please give-
 - (a) Details of items manufactured. :
 - (b) Details of machinery/equipment Installed in your factory with value. :
 - (c) Exact location of the factory :
 - (d) Number of employees :
 - (e) Stock of raw materials :
 - (f) Production figures of last two years :
 - (g) Production capacity per year on shift basis. :

- (B) Are you a manufacturer registered as small Scale Industry If so, please give-
- (a) Photostat/Attested copy of the final registration certificate issued by the concerned authority. :
- (b) Photostat/Attested copy of the registration with the National Small Industries Corporation Limited, Delhi/Bombay. :
- (c) Photostat/Attested copy of the Registration with the Director General of Supplies and Disposals, Govt. of India, New Delhi. :
- (d) Registration with any other Government authority like Factory Inspector, Drug Controller, Municipal Corporation etc. Please give details.
6. Are you a Stockist ? If so, please give-
- (a) Items of stores stocked :
- (b) Quantity and value of stores held at present and of which you are the owner :
- (c) Addresses of godowns where stocked :
7. Are you authorized agent of a manufacturer or manufacturers? If so, please give-
- Name and full address of each manufacturer: :
- (a) Items of stores manufactured by each of them
- (b) Certified copy of the letter of authority, appointing you as agent in dictating whether the manufacturer will also deal with this Organization directly or only through your agency :
- (c) Photostat/Attested copy (latest) of their registration with the Director General of Supplies and Disposals, New Delhi. :
- (d) Photostat/Attested copy (latest) of the registration of your principals/manufacturers with National Small Industries Corporation Ltd., Delhi/Bombay, if on Corporations list. :
- (e) Photostat/Attested copy (latest) of your principals/manufacturers registration as small Scale unit with State Director of Industries. :

8. Names and addresses of your Bankers, Stating the name in which the accounts stand.

:

In case you have no account with any Bank please state the Civil Authority under whose jurisdiction you are carrying on your business or holding moveable and/or immoveable property or owning your factory.

Names and Addresses of your Insurance Agents and the particulars of the Insurance Policies.

9. Please give details above your registration State and Central Sales Tax, Please indicate Sales during last two years with sales tax paid. Sales as manufacturer and trading be shown separately.
10. Are you on the approved list of firms maintains by Directorate General of Supplies and Disposals, New Delhi, and Provincial Government Railways or local body. If so, please furnish full registration particulars duly certified.
11. State particulars of important works of contracts executed for Government Departments, Railways or local bodies.
12. Whether any one in Gujarat Government Service has any interest in your business besides being aShareholders in the case of Joint Stock Companies?
13. Have you obtained Income Tax Clearance Certificate In Appendix 'A' ? If so, furnish a copy duly attested.
14. Have you subscribed to the Gujarat Government Gazette Supplement Part II where the inquiries/tenders are being published, if so date on whichSubscription was furnished to the Head Clerk, Government Book Depot, Azamkhan Palace, Bhadra, Ahmedabad-380001.
15. Name and addresses of your sister concerns, if any (A sister concern is defined as a firm in which any of your partners/Directors and relative partners/ Directors i.e. wife, sons, sisters, daughters, father and mother are concerned in the capacity of Proprietor, Partner, or Director of the Sister concerns).

DECLARATION TO BE MADE BY APPLICANT

- (1) We _____ (name of Partner/Proprietor/Shareholder, do hereby declare that the entries made in this application form are true to the best of our knowledge and also that we shall be bound by the acts of our duly constituted attorney, Shri _____ who has signed this application and of any other person who, in future, may be appointed by us in his stead to carry on the business of the concern whether an intimation of such change is given to the Central Stores Purchase Organization or not. We do hereby declare that all subsequent changes in the constitution or working of the affecting the accuracy of the answers now given shall be promptly communicated to the Organization.
- (2) We, further, do hereby agree to abide by the conditions of Tender i.r. "Invitation to Tender and Instructions to Tenderers", (copy enclosed) and other terms and conditions as specified in the booklet D.G.S.D.25, "Conditions of Contract, governing contracts placed by the Central Purchase Organization of the Government of India" and such other instructions as given in the Tenders issued by the Organization.

Place:

Signature:

Date:

Designation:

Firm's Name:

CONDITIONS OF REGISTRATION

1. A deposit of Rs. 1,000 (Rs. One Thousand only), in any of the modes of payment as shown on, last page, shall be taken at the time of registration from all firms except from those borne on the approve list of Contractors maintained by the Directorate General of Supplies and Disposals, Government of India, New Delhi, Small Scale Industries Unit have not to furnish such a deposits provided borne on the list maintained for the purpose by the National Small Industries Corporation Limited or State Directorate of Industries.
2. The above amount would normally serve as earnest money deposit. The Industries Commissioner and Central Purchasing Officer, however, reserves the right to demand additional security deposit whenever he deems it necessary as per rules.
3. Registration will be initially for a period of three year's from the date of its issues and is subject to renewal thereafter but may be cancelled at any time, without notice and without assigne any reasons, for any one of the following reasons:-
 - i. Failure in tendering to observe, the instructions given in the " Invitation to tender and Instructions to Tenderers", tender forms including schedule thereto;
 - ii. Failure to quote in response to instructions to tender on four successive occasions;
 - iii. Submission of four successive quotations all of which are 50% or more than the price ultimately accepted;
 - iv. Failure of secure contracts after twelve successive tenders have been submitted or during the period of three years whichever is earlier;
 - v. Failure to perform a contract or contracts, satisfactorily and in accordance conditions thereof'
 - vi. Any ground which is the opinion of the Industries Commissioner and C.P.O., Gujarat State, renders retention of the firm's name on the approval list of firms, undesirable in the public interest.
4. Industries Commissioner and CPO may consider the question of returning the amount of deposit on the merits of each case and subject to completion of formalities laid down therefore.
5. You should not quote exorbitant prices at any time.

MODE OF PAYMENT OF REGISTRATION DEPOSIT

1. Treasury chalan
2. Demand draft drawn by any of the nationalized banks payable at Gandhinagar.
3. Bank Guarantee for a period of three years and on the adhesive stamp paper of Rs. 22.00 P.(Rupees twenty two only)
4. Fixed deposit receipt.
5. Municipal debentures.
6. Port Trust Bond.
7. Government Promissory Note.
8. National/Saving Defence Certificates.

The above deposit should be in the name of the Industries Commissioner and CPO, Gujarat State, Gandhinagar except in case of deposits shown against Sr. No. 7 and 8 which shall be in the name of Additional Industries Commissioner (Stores Purchase) Gujarat.

APPENDIX-25

UNDER POSTAL CERTIFICATE

GOVERNMENT OF GUJARAT.

No.DIC/CSPO/Regd/
District Industries Centre,
Dist. _____
Dt:

To

Sub:- Registration of firm as approved contractors.

Ref:- Your application No. _____ Dt.

Dear Sirs,

With reference to your application for registration/renewal, I am to state that your application has been carefully considered and it has been decided to place you on the list of approved contractors for the following items of stores for a period of three years from the date of issue of this letter.

In all correspondence and particularly in case of quotations against advertised demands you should quote the Registration Number and date and state that you are registered for the particular stores.

Registration on the approved list does not guarantee the award of contracts.

This registration is valid for the period of three years from the date of issue of this certificate. It will be your responsibility to apply for renewal of registration well in advance i.e. three months prior to the date of expiry of three years in the printed prescribed form which can be obtained from this office on payment of Rs.5.00 (Rupees Five only).

A fresh or renewal registration certificate as Small Scale Industry unit should be invariably produced to this office before three months of expiry of three years from the date of issue of certificate as Small Scale Industry unit.

All subsequent changes in the constitution or working of the firm should be promptly communicated to this organization.

Please note that if you fail to secure any contract from this organization or execute them satisfactorily your registration will be adversely affected.

You are treated as registered during the intervening period between the date of expiry i.e _____ when your earlier registration expired and the date of issued of this letter.

Yours faithfully,

Sd/-
General Manager,
District Industries Centre
District _____

Copy to:-

Addition Industries Commissioner (SP),
Office of the Industries Commissioner &
Central Purchase Officer,
Sector-11, Udyog Bhavan, 1st & 2nd Block,
Gandhinagar.

APPENDIX-26

Price variation

- i. In certain cases, the tendering firms stipulate condition that their rates are subject to price variation due to statutory increase or other taxation measures etc., affecting the price of the controlled raw materials, imported components/parts etc., used in the finished products. In such cases, it becomes difficult for the Central Stores Purchase Organization to accept the conditional tenders resulting in considerable loss of time. With a view to overcome this difficulty the Director of Industries and Central Purchasing Officer is hereby authorized to accept such conditional tenders laying down price variation due to change in taxation measures such as Sales tax, Octroi, Custom duty, Excise duty etc., Similarly statutory change in price of controlled commodity may be also accepted. The above is, however, subject to the condition that, a clause may be incorporated in the Acceptance of Tender setting precisely the circumstances under which variation in price shall be allowed and formula to be applied.
- ii. No variation in price shall be allowed in case of goods offered ex-stock.
- iii. The increase in price would also not be permissible where delivery period is within one month of the date of statutory increase.

APPENDIX-27

LIST OF APPROVED LABORATORIES IN STATE OF GUJARAT FOR TESTING SAMPLES.

Name of the Products.

1. Building Materials
2. Chemicals
3. Electrical
4. Electronics
5. Food and Agriculture
6. Physical Testing
7. Rubber, Plastics, Leather, Paper, etc.
8. Textiles.

1. Name of the Laboratories testing for Building Materials.

Sr. No.	Name of the Laboratory	Products(s) Covered
1.	Gujarat University School of Sciences, Department of Chemistry, Ahmedabad-380 009.	Soils
2.	Gujarat Engineering Research Institute, Baroda-390 007.	Cement, construction materials, coarse aggregate, fine aggregate, bricks.
3.	MS University Faculty of Technology and Engineering Civil Engineering Department Baroda 390 001	Road construction materials, hydraulic machinery.
4.	MS University, Faculty of Technology and Engineering Applied Mechanics Department, Baroda 390 001	Building materials, Soil.
5.	Sir Bhavsinhji Polytechnic Institute, Bhavnagar 364 002	Cement, concrete, aggregates, bricks, soil
6.	Lukhdhirji Engineering College, Morvi-363640.	Concrete aggregate.
7.	Kilachand Devchand Polytechnic Patan 384 265.	Bricks, cement, concrete, Sand aggregate, cement concrete.
8.	SV Regional College of Engineering & Technology, Surat -395 007	Bricks, cement, concrete, soils, tiles.
9.	Sardar Vallabhbhai Regional College of Engineering and Technology, Surat-395 007	Road materials, survey Instruments, bitumen material, soils.
10.	Government Polytechnic, Valsad-396 001.	Cement, concrete, lime, Soil.

2.Name of the Laboratories testing for Chemical.

Sr. No.	Name of the Laboratory	Products(s) Covered
1.	Altra Analytical Laboratories, Ahmedabad- 3890 001.	Drugs, pharmaceuticals
2.	Central Laboratory, National Textile Corporation (Gujarat) Ltd., Ahmedabad-380 001.	Dyes, industrial water, ordinary chemicals, resins, optical brightening agents.
3.	Gujarat University School of Sciences Department Of Chemistry, Ahmedabad 380 09.	Water, fertilizers, dyes, drugs
4.	Narottam Lalbhai Research Centre, Ahmedabad 380 002.	Chemicals, soap, detergents, water, optical brightening agents, dye-stuffs, coal, effluent testing
5.	National Institute of Occupational Health Ahmedabad-380 016.	Chemicals
6.	Ashwin Industries, Baroda 391 520.	Soap, oils
7.	Drugs Control Administration Lab. Gujarat State Drugs Laboratory, Baroda-390 002.	Drugs, pharmaceuticals, Cosmetics.
8.	Drugs Laboratory Baroda 390 002.	Drugs, pharmaceuticals.
9.	Industrial Research Laboratory, Baroda 390 002.	Fertilizers, pesticides industrial water, oils, soaps, waxes, paints, pigments, inks, fine chemicals.
10.	Public Health Laboratory of Baroda Municipal Corporation, Baroda 390 001.	Water.
11.	Sarabhai Research Centre, Baroda-390 007.	Drugs, pharmaceuticals, Chemicals.

12.	Sona Laboratory Baroda 390 002.	Chemicals, drugs, pharmaceuticals.
13.	Usha Testing House, Baroda 390 002.	Chemicals, drugs, pharmaceuticals.
14.	Central Salt & Marine Chemicals, Research Institute, Bhavnagar 364 002.	Chemicals, minerals.
15.	Saurashtra University Department of Chemistry Bhavnagar 364 002.	Insecticides, chemicals.
16.	Small Industries Service Institute Jamnagar 361 005.	Plating, anodizing Solutions.
17.	Dharam Singh Desai Institute of Technology, Nadiad 387 001.	Chemicals.
18.	SV Regional College of Engineering & Technology, Surat 385 007.	Industrial wastes.
19.	Sardar Vallabhbhai Regional College Of Engineering and Technology, Surat 385 007.	Waste water, emulsions, water
20.	Sasoma Man-Made Textiles Testing and Research Association, Surat 395 003.	Dyes, chemicals, textiles auxiliaries.
21.	South Gujarat University Department of Chemistry, Surat- 395 007.	Chemicals
22.	Sardar Patel University Chemistry Department Vallabh Vidyanagar 388 120.	Inorganic chemicals, organic chemicals, reagent, drug.

3.Name of the Laboratories testing for Electrical.

Sr. No.	Name of the Laboratory	Products(s) Covered
1.	LD College of Engineering Ahmedabad 380 015.	Electric motors, meters, Switches, brushes, Cables, batteries, Instruments, fuses, Starters, electrical Appliances, relays.
2.	Lukhdhirji Engineering College Morvi 363 642.	Electric motors, Capacitors.
3.	AV Parekh Technical Institute Rajkot.	Motor, ammeter, voltmeter, Electrical appliances
4.	SV Regional College of Engineering and Technology Surat -395 007	Dynamometer.
5.	Sardar Vallabhbhai Regional College of Engineering & Technology, Surat 395 007.	Induction motors, energy meters, electric hardware, Ammeter, volt meter, watt meter

4.Name of the Laboratories testing for Electronics.

Sr. No.	Name of the Laboratory	Products(s) Covered
1.	Gujarat University Department of Physics Ahmedabad 380 009.	Electronic components, Electronic instruments
2.	Physical Research Laboratory Ahmedabad 380 009.	Electronic components
3.	Space Applications Centre Ahmedabad 380 053	Electronic components, Instruments, materials

5.Name of the Laboratories testing for Food & Agriculture

Sr. No.	Name of the Laboratory	Products(s) Covered
1.	Altra Analytical Laboratories Ahmedabad 380 001.	Food products
2.	Food Crafts Institute Ahmedabad 380 015.	Canned products
3.	National Institute of Occupational Health Ahmedabad 380 016.	Agricultural products, Food products.
4.	Gujarat Agricultural University Dairy Science College Anand 388 110	Dairy engineering Products.
5.	Ashwin Industries, Baroda 391 520	Food products, oils, Vanaspati.
6.	Drug Control Administration Lab Gujarat State Drugs Laboratory Baroda 390 002.	Food products.
7.	Industrial Research Laboratory Baroda 390 002.	Oils and fats
8.	Public Health Laboratory of Baroda Municipal Corporation, Baroda 390 001.	Food products.
9.	Sona Laboratory Baroda 390 002.	Agricultural products, Food products.
10.	Gujarat Agricultural University Research Testing and Training Centre In Improved Agricultural Implements Junagarh 362 001.	Agricultural
11.	Veraval Research Centre of Central Institute of Fisheries Technology CIFT Research Centre, Veraval 362 265.	Fish meal, frozen marine products, fish samples

6.Name of the Laboratories testing for Physical Testing.

<u>Sr. No.</u>	<u>Name of the Laboratory</u>	<u>Products(s) Covered</u>
1.	Gujarat University School of Sciences Ahmedabad 380 009.	Ores, alloys
2.	LD College of Engineering Ahmedabad 380 015	Oils engines, pumps, Pipes, valves, hydraulic Dynamometers, etc.
3.	Regional Reference Standard Laboratory Ahmedabad 382 445.	Physical metrology, Engineering metrology.
4.	Gujarat Engineering Research Institute Baroda 390 007	Steel
5.	Industrial Research Laboratory, Baroda 390 002.	Minerals, ferrous metals Non-ferrous metals.
6.	MS University of Baroda Faculty of Technology & Engineering Applied Mechanics Deptt. Baroda 390 001.	Steel
7.	Sona Laboratory Baroda 390 002	Metals
8.	Sir Bhasinhji Polytechnic Institute Bhavnagar 364 002	Metals
9.	Lukhdhirji Engineering College Morvi 363 642	Engines, compressors, Pumps.
10.	Kilachand Devchand Polytechnic Patan 384 265.	MS bars, metals
11.	AV Parekh Technical Institute Rajkot.	Tachometer, pressure Gauge, bimetallic thermometer, filled system thermometers, cast iron, steel castings.
12.	Prototype Development & Training Centre, Rajkot	Engines of low horse power.
13.	SV Regional College of Engg & Technology Surat 395 007.	Steel
14.	Small Industries Service Institute Udhna 394 210.	Ferrous metals, Non-ferrous metals
15.	Government Polytechnic Valsad 396 001.	Metals

7.Name of the Laboratories testing for Rubber, Plastics etc.

<u>Sr. No.</u>	<u>Name of the Laboratory</u>	<u>Products(s) Covered</u>
1.	Gujarat Engineering Research Institute Baroda 390 007.	<u>Flush doors</u>
2.	Industrial Research Laboratory Baroda 390 002.	<u>Leather products.</u>
3.	MS University of Baroda Faculty of Technology & Engineering Applied Mechanics Department Baroda 390 001.	<u>Wood, timber</u>
4.	Kilachand Devchand Polytechnic Patan 384 265.	<u>Timbers</u>
5.	Central Leather Research Institute Regional Extension Centre Rajkot 360 003.	<u>Leather</u>
6.	Sardar Vallabhbhai Regional College of Engineering & Technology Surat 395 007.	<u>Cellulose, colloids</u>
7.	Government Polytechnic Valsad 396 001.	<u>Timber</u>

8.Name of the Laboratories testing for Textiles

<u>Sr. No.</u>	<u>Name of the Laboratory</u>	<u>Products(s) Covered</u>
1.	Ahmedabad Textile Industry's Research Association Ahmedabad 380 015.	<u>All types of textiles</u>
2.	Altra Analytical Laboratories Ahmedabad 380 001	<u>All types of textiles</u>
3.	Central Laboratory National Textile Corpn.(Gujarat) Ltd. Ahmedabad 380 001.	<u>All types of textiles</u>
4.	Narottam Lalbhai Research Centre Ahmedabad 380 002.	<u>All types of textiles</u>
5.	RC Technical Institute Ahmedabad 380 018.	<u>All types of textiles</u>
6.	Sona Laboratory Baroda 390 002	<u>All types of textiles</u>
7.	Textile & Allied Industries Research Organization, Baroda 390 001.	<u>All types of textiles</u>
8.	Sasoma Man-Made Textiles Testing and Research Association, Surat 395 003.	<u>Man-made yarns and Fibres, fabrics</u>

APPENDIX-28

Procedure for the Purchase of branded items through SPC

GOVERNMENT OF GUJARAT,
Industries Mines & Energy Deptt.,
Circular No. SPO-1085-2776-CH,
Sachivalaya, Gandhinagar.
Dated the 12th September 1985.

CIRCULAR:-

It is observed that many administrative departments intending to purchase branded articles have been sending proposals to CSPO without following the procedures laid down in the G.R.No. SPO-1064-329-G-I dtd.5.6.64. Attention of all administrative departments, intending to purchase stores on branded basis, is drawn to the said G.R. wherein it is stipulated that administrative departments can call limited tenders of selected brands after obtaining sanction of the Government to purchase branded store. Such Purchase proposals after obtaining the tenders of selected brands shall be placed before the Secretaries Purchase Committee. Therefore a detailed note with the comparative evaluation of tenders from selected brands should be sent to CSPO instead of sending a proposal with a single quotation. While sending the detailed note and comparative statement of selected brands, technical justification regarding the acceptance of any particular brand should invariably be given. Whenever, the brand selected for purchase is not manufactured in India, or is manufactured in India, or is manufactured by one manufacturer, a note to that effect should be appended in the purchase proposal. This practice should be followed scrupulously.

By order and in the name of the Governor of Gujarat,

Sd/-
(R.U.ASNANI)
Section Officer,
Industries, Mines & Energy Department.

APPENDIX-29

CENTRAL STORES PURCHASE ORGANISATION

Procedure for the Purchase of Stores through the Secretaries Purchase Committee.

GOVERNMENT OF GUJARAT,
Industries, Mines & Power Department
No. SPO-1179/1198-CH, Sachivalaya,
Gandhinagar, dated the 20th April 1982.

READ: G.R.H. & I Deptt.No.SPO-1064-329-G(i) dated 5.6.64
G.R.I.M.P.D.No. SPO-1179-9909-CH, dated 12.12.79.

CIRCULAR:

As per prevailing orders, the approval of the Secretaries' Purchase Committee is required in respect of the following kinds of stores purchases:

1. the value of stores to be purchased to exceeds the limit of Rs. 25 lacs.
2. the purchase of stores at the rates higher than the lowest quotation received.
3. the purchase of branded or monopoly items.

The administrative Departments proposing purchased of above kinds of stores are required to prepare self -contained notes and send them to the Joint Industries Commissionr (CSPO) who will obtain the approval of the Stores Purchase Committee by circulation. The CSPO has brought to the notice of the IMPD that the Administative Departments are not following this practice and they are referring their file u.o. to the Joint Industries Commissioner (CSPO). It is not possible for the CSPO to go through the entire file of the departments and prepare self-contained notes for SPC. Besides these file do not contain the important details regarding necessary Government sanction, technical jusification for the purchase from a particular manufacturer, prices terms and conditions and relevant literature, opinion about reasonableness of prices recommendations of the indenting department etc.

All the Administrative Departments of Secretariat are requested to see that detailed notes on stores purchase requiring SPC's approval are submitted to the Joint Industries Commissioner & (CSPO) and the Department files are not referred to him u.o.r. The notes should invariably contain the following informations:

- 1) Necessary Government sanction for purchase.
- 2) Technical justification for the purchase from a particular manufacturer.
- 3) Prices, terms and conditions as per the firm's tender and relevant literature.
- 4) Opinion about reasonable as of prices.
- 5) Recommendations of the Indenting Department and justification for that.
- 6) Moreover, if tenders are invited, the note for the stores Purchase Committee should contain details of tender enquiry, when and where it was published, number of tenders received, considered and ignored and comparative prices of tenders.
- 7) Other relevant details as per the merit of the case.

By order and in the name of the Governor of Gujarat.

Sd/-
(R.U.ASNANI)
Section Officer,
Industries, Mines & Power Department,
Gandhinagar.

APPENDIX -30

મધ્યસ્થ સરંજામ ખરીદ તંત્ર મારફત કરવામાં
આવતી ખરીદી ઝડપી બનાવવા માટે
ટુ બીડ પધ્ધતિ દાખલ કરવા અંગે.

ગુજરાત સરકાર
ઉદ્યોગ અને ખાણ વિભાગ,
ઠરાવ ક્રમાંક:એસપીઓ-૧૦૯૬-૨૮૪૩-ચ
સચિવાલય, ગાંધીનગર.
તારીખ ૮ સપ્ટે.૧૯૯૭.

વંચાણે લીધા:

૧. આરોગ્ય અને ઉદ્યોગ વિભાગનો ઠરાવ ક્રમાંક:એસપીઓ-૧૦૬૪-૩૨૯-ગ.૧ તા. ૫-૬-૧૯૬૪
- ૨ ઉદ્યોગ ખાણ અને ઉર્જા વિભાગનો ઠરાવ ક્રમાંક:એસપીઓ-૧૪૭૩-૮૬૬-ચ, તા. ૫-૩-૧૯૮૭
- ૩ ઉદ્યોગ ખાણ અને ઉર્જા વિભાગનો ઠરાવ ક્રમાંક:એસપીઓ-૧૪૭૩-૩૩૧૧-ચ, તા. ૭-૧૧-૧૯૮૮
- ૪ ઉદ્યોગ કમિશ્નર અને મધ્યસ્થ સરંજામ ખરીદ અધિકારીની કચેરી, ગાંધીનગરનો તા. ૧૨-૮-૯૬ નો પત્ર
ક્રમાંક:સખ/સકન/૮૪/સત્તાસોંપણી/૮૫૯૪.

પ્રસ્તાવિકા :

આમુખના ક્રમાંક(૧) આગળ દર્શાવેલ ઠરાવથી મધ્યસ્થ સરંજામ ખરીદ તંત્ર મારફતે સ્ટોસેની ખરીદીની કાર્યપધ્ધતિ નક્કી કરવામાં આવેલ છે. આ ઠરાવ કેટલાંક સુધારા-વધારા સાથે હાલમાં પણ અમલમાં છે. સદરહુ ઠરાવ હેઠળ મધ્યસ્થ સરંજામ તંત્રના અધિકારીઓને ખરીદી, ટેન્ડર સ્વીકૃતિ તેમજ ટેન્ડરોની ક્ષતિઓ કોન્ડોન કરવા બાબતે સત્તાઓ આમુખમાં દર્શાવેલ ક્રમાંક(૨) અને ક્રમાંક(૩) ના ઠરાવથી આપવામાં આવેલ છે. આ ઠરાવનો મુખ્ય હેતુ ખરીદી માટે સચિવશ્રીઓની ખરીદ સમિતિ સમક્ષ જવાની જરૂર ન રહે અને ખરીદીમાં થતો વિલંબ ટાળવાનો ખરીદીની પ્રક્રિયા ઝડપી બનાવવાનો હતો. પરંતુ આમુખના ક્રમાંક:૩ સામે દર્શાવેલ તા. ૭-૧૧-૮૮ ના ઠરાવથી અનુભવે ભાવપત્રોમાં રહેતી ત્રુટિઓ પાછળથી દૂર કરાવવા માટે આપવામાં આવેલ સત્તાનો પુરવઠેદારો તરફ દુરુપયોગ થતો અને ખરીદીની કાર્યવાહી ઝડપી થવાને બદલે વિલંબિત થવાનું જણાયેલ છે. તા. ૭-૧૧-૮૮ ના ઠરાવનો હેતુ આમ બર આવી શકે તેમ મધ્યસ્થ સરંજામ ખરીદ તંત્રને ન જણાતાં, ઉદ્યોગ કમિશ્નરશ્રીની કચેરી ધ્વારા આમુખમાં દર્શાવેલ ક્રમાંક:૪ સામેના તા. ૧૨-૮-૯૬ ના પત્રથી તા. ૭-૧૧-૮૮ નો ઠરાવ રદ કરી, તેના બદલે ટુ બીડ પધ્ધતિ દાખલ કરવા દરખાસ્ત કરવામાં આવેલ છે.

ઠરાવ :

કાળજીપૂર્વકની વિચારણાને અંતે આમુખના ક્રમાંક : ૩ સામે જણાવેલ તા. ૭-૧૧-૮૮ નો ઠરાવ આથી રદ કરવાનું તેમજ મધ્યસ્થ સરંજામ ખરીદ તંત્ર મારફત કરવામાં આવતી ખરીદી ઝડપી બનાવવાના હેતુથી ટુ બીડ પધ્ધતિ દાખલ કરવાનું આથી ઠરાવવામાં આવે છે.

૨ ટુ બીડ પધ્ધતિ :

મધ્યસ્થ સરંજામ ખરીદ તંત્રએ ઈન્ટેન્ટ અંગેની કાર્યવાહી પૂર્ણ કર્યા બાદ ટેન્ડર્સ બે અલગ અલગ ક્વર્સમાં મંગાવવાના રહેશે જે પૈકીનું એક ક્વર ટેકનીકલ બીડ બીજું ક્વર કોમર્શીયલ બીડ અંગેનું રહેશે. ટેકનીકલ બીડ માં ટેન્ડર ઈન્કવાયરી અંગેની તમામ ટેકનીકલ ધોરણો અને અન્ય વિગતો આપવાની રહે છે. જ્યારે કોમર્શીયલ બીડ માં ભાવ કરવેરા વિગેરેને લગતી વિગતો આપવાની રહે છે ત્યારબાદ નિયત થયેલ સમયે અને સ્થળે પ્રથમ ટેકનીકલ બીડ ટેન્ડર્સ / અધિકૃત પ્રતિનિધિઓની હાજરીમાં ખોલવામાં આવશે અને તેના આધારે પ્રીલીમીનરી સ્કુટીની શીટ તૈયાર કરવામાં આવશે. ટેન્ડર ઈન્કવાયરીમાં માગ્યા મુજબની વિગતો ટેકનીકલ બીડ માં ન હોય એટલે કે ટેન્ડર અધૂરી વિગતોવાળું હોય તો આ ત્રુટીઓની પૂર્તતા ટેન્ડરે દિવસ-૭ માં કરવાની રહેશે. કોમર્શીયલ બીડ જે ટેન્ડરસને ટેકનીકલ બીડ ટેન્ડર ઈન્કવાયરી મુજબ હશે તે કિસ્સામાં કોમર્શીયલ બીડ ખોલવાનું રહેશે.

૩. ટુ બીડ પધ્ધતિનો અમલ આ હુકમને તારીખથી જ કરવાનો રહેશે.
ગુજરાત રાજ્યના રાજ્યપાલશ્રીના હુકમથી અને તેમના નામે,

સહી/
(વી.બી.રાવલ)
સેક્શન અધિકારી,
ઉદ્યોગ અને ખાણ વિભાગ,

ક્રમાંક:સખ/સકન/ટુબીડ/૧૦૮૮૮
ઉદ્યોગ કમિશ્નર અને મધ્યસ્થ સરંજામ
ખરીદ અધિકારીની કચેરી,
બ્લોક નં.૨, દુર્ગ માળ, ઉદ્યોગ ભવન,
સેક્ટર નં.૧૧, ગાંધીનગર-૩૮૨૦૧૧.
તારીખ:૧૫-૮-૮૭.