

CHAPTER II

DEFINITION OF STORES, STORE PURCHASE RULES AND GENERAL PRINCIPLES OF PURCHASE/ENTERING INTO CONTRACTS

2.1. Stores Purchase Rules form an integral part of the Punjab Financial Rules Vol. II and are contained in Appendix 14 thereof. For facility of reference, they have been reproduced in Annexure to this chapter with latest amendments.

2.2. Definition of Stores

(a) The term "Stores" has been defined in Chapter 15 of the Punjab Financial Rules Vol. I as under:—

"The term used in this Chapter is applied generally to articles and materials purchased or otherwise acquired for the use of departments including not only expendable or issueable articles in use or accumulated for specific purposes but also articles of dead stocks of the nature of plant, machinery, instruments, furniture, equipment, fixtures etc."

(b) The list of items of stores which are covered by this definition are mentioned in Annexure I to the Stores Purchase Rules referred to above.

2.3. General Principles of Purchase

The following fundamental principles of purchase of stores have been incorporated in Chapter XV of the Punjab Financial Rules (Vol. I).

- (i) The competent authority may sanction the purchase of Stores & other material required for public service.
- (ii) All purchases of stores for use in public service whether of indigenous origin or otherwise should be regulated in strict conformity with the Stores Purchase Rules given in Appendix 14 of P.F.R. Vol. II.
- (iii) Purchase Order should not be split up so as to avoid the necessity of obtaining the sanction of higher authority required with reference to the total amount of the order.
- (iv) Purchase must be made in most economical manner in accordance with the definite requirement of the public service.
- (v) The stores should not be purchased in small quantity. At the same time care should be taken not to purchase stores much in advance of actual requirements if such purchases are likely to prove unprofitable to Government.

2.4. General Principles for entering into contracts

The following general principles which have been enunciated by State Government and are contained in Appendix 5 to Punjab Financial Rules Vol. II for the guidance of the authorities who have to enter into contracts or agreements should be

borne in mind:—

- (i) The terms of contract must be precise and definite and there must be no room for ambiguity or misconstruction therein.
- (ii) As far as possible legal and financial advice should be taken in the drafting of contracts before they are finally entered into.
- (iii) Standard form of Contract should be adopted, wherever possible and terms be subjected to adequate prior scrutiny.
- (iv) The terms of contract once entered into should not be materially varied without the previous consent of the competent financial authority. No payment to the contractors by way of compensation or otherwise outside the strict terms of the contract, or in excess of contract may be authorised without the approval of the Finance Department.
- (v) No contract involving an uncertain or indefinite liability, or any condition of an unusual character should be entered into without the previous consent of the competent financial authority.
- (vi) Wherever practicable and advantageous, contract should be placed only after tenders have been openly invited and in case where the lowest tender is not accepted, reasons should be recorded.
- (vii) In selecting the tender to be accepted, the financial standing of the individuals/firms tendering must be taken-into-consideration in addition to all other relevant factors.
- (viii) Even in 'cases where a formal written contract is not made, no order for supplies etc. should be placed without at least a written agreement as to the price.
- (ix) Provisions must be made in contracts for safeguarding the Government property entrusted to a contractor.
- (x) Where a contract is likely to endure for a period of five years, it should, where feasible, include provision of unconditional powers of revocation or cancellation by Government at any time on the expiry of six month's notice to that effect.
- (xi) The Accountant General has power to examine contract and to bring before Public Accounts Committee any case where competitive tenders have not been sought or where high tender has been accepted or where other irregularity in procedure has come to light.

2.5. Stamp Duty

The contracts connected with the purchase of stores are exempt from Stamp Duty (Indian Stamp Act Schedule I, Article No.5).

ANNEXURE

(referred to in para 2.1)

Store Purchase Rules Contained in Appendix 14 to Punjab Financial Rules, Vol. II issued vide Finance Department Notification No. 5630-4 FD II-61 Date 23.8.61 as Amended up to date.

Procedure and Rules for the purchase of stores by all Departments and offices of the Government of Haryana.

Preamble :—The main feature of these rules consists in the assertion of a definite preference for stores produced and manufactured ~~wholly or partially in India, in general and the Haryana (in particular)~~ and of the utilisation of the agency of the Haryana Directorate of Supplies and Disposals in respect of stores by all departments of the State of Haryana.

(ii) The departments of State shall go in for products ~~of cottage and small industries of the State of Punjab in preference to the manufactured goods of large-scale industries of equal standard even if the price of the former is higher but subject to a limit as may be fixed by the Government from time to time.~~ The first preference shall be extended to the products of Government owned industries carried in the Government Work Centres, Industrial Cooperative Societies, Jails, Reformatory Settlements and Industrial Institutions and Schools in Haryana. (C)

(iii) For the development of Industries to the utmost extent, the following order of preference shall be maintained consistent with economy and efficiency :—

- (a) In case of raw material—(i) Raw material produced in Haryana shall be purchased in preference to that produced in other States of India.
- (ii) Raw material produced in other States of India shall be purchased in preference to imported material.
- (b) In case of manufactured goods—(i) The products of cottage and small-scale industries of Haryana shall be purchased in preference to the products of cottage and small-scale Industries of other States and the products of large-scale industries.
- (ii) Articles manufactured in Haryann shall be purchased in preference to articles manufactured in other States of India.
- (iii) Articles manufactured in other States of India shall be purchased in preference to imported goods.
- (iv) Articles of foreign manufacture held in stock in India shall be purchased in preference to items to be imported.
- (v) Articles manufactured abroad shall be imported in special cases only, when suitable Indian Products are not available.
- (vi) In the case of articles manufactured abroad which have to be imported, preference will be given to the Commonwealth Countries.

(c) In case of goods manufactured in India—Care to be taken to purchase—

(i) Articles manufactured in India from raw material produced in India in preference to articles manufactured from imported materials ; and

(ii) Articles wholly or partially manufactured in India from imported material in preference to imported goods.

In pursuance of this policy the following rules are prescribed and except in the case of those stores and articles for the purchase of which special orders are issued by the Punjab Government, these rules shall be applicable to all purchases of stores made through the Directorate of Supplies and Disposals, Haryana and to all purchases of stores made by the Heads of Departments and other officers :—

✓ **Rule 1.**—All articles covered under the definition of stores shall be purchased through the Directorate of Supplies and Disposals, Haryana, except where otherwise provided in these rules, or elsewhere. (Annexure I).

✕ **Rule 2.**—The purchase of country-made machinery, imported machinery and equipment and all other stores available ex-stock in India shall be made through the Directorate of Supplies and Disposals, Haryana. Where value of machinery or stores exceeds Rs. 2 lacs and it is necessarily of imported origin, the tenders shall be invited through the Director-General of Supplies and Disposals.

Rule 3.—The indents on the Directorate of Supplies and Disposals, Haryana, shall be placed as soon as allotment of funds is received and not held back till the close of financial year when there is always a great rush of indents which possibly cannot be coped with by the Directorate of Supplies and Disposals, Haryana. Indents received after 5th February of each year shall not be entertained by the Directorate for arranging supply within the current financial year as it ordinarily takes 6/8 weeks to finalise a purchase case.

Rule 4.—Indents with complete specifications and drawings in accordance with which the stores are required shall be placed with Directorate of Supplies and Disposals, Haryana. If no specifications or drawings exist, the indenting Officer shall indicate if stores of trade pattern are acceptable. In case of uncommon items two approved samples or pattern shall be furnished for guidance. A reference to previous supply shall be made when the same stores are required again but in no case shall particular make or brand be insisted upon, as this restricts competition to the disadvantage of buying departments.

Rule 5.—(i) The Heads of Departments shall consolidate their normal and recurring requirements of stores of materials and place indents on the Director Supplies and Disposals in a consolidated form, but categorised as 'stores' as in Annexure I. In emergent cases direct indents from subordinate Officers as nominated by Heads of Departments from time to time shall be entertained by the Director Supplies and Disposals.

Ⓟ (ii) While placing the indents, the Indenting Officers shall certify that necessary funds exist to meet the liability and that competent sanction to the purchase has been obtained by them.

Rule 6.—Indenting Officers can indicate the time to be allowed to tenderers for submission of their tenders. In case a material is to be specially imported,

they should take into consideration the time required by various firms to obtain the prices from abroad.

Rule 7.—Tenders/quotations shall be invited by the authority competent to do so. Wherever it is not in the public interest to call tenders or quotations, the State Government in the Industries Department may dispense with procedure by an order in writing.

Explanation :—The value of articles to be purchased without inviting tenders shall not exceed Rs. 250/- and the total value of such purchases made during financial year shall not exceed Rs. 3,000.

Rule 8.—(i) All indents valuing Rs. 2000 or over shall be advertised by the Directorate of Supplies and Disposals, Haryana, in the press in a consolidated tender notice. Copies of tender notices shall simultaneously be forwarded to makers or their branch offices in India or accredited agents whose lists are sent by the indenting Officer as also those suppliers whose addresses happen to be available on approved list of the Directorate of Supplies and Disposals, Haryana. It shall invariably be specified in the tender notice that the power is reserved to reject any or all the tenders received without the assignment of a reason. Furthermore the tenderers shall initial all corrections in the tender and non-compliance with this condition, will render the tenders liable to rejection.

(ii) The advertisement shall be issued and regulated in the manner prescribed by Government from time to time.

(iii) The consolidated advertisements should be published regularly on 1st and 16th of each month. Special advertisement, however, for emergent demands be issued by the Director, Supplies and Disposals from time to time.

(iv) A period of one month from the date of publication shall be given for the receipt of tenders except in case of urgent demands where the period may be reduced to 2 weeks.

(v) The tenders shall be collected in a locked box to be opened on the day fixed for the purpose.

(vi) The tenders shall be opened by a panel of three gazetted Officers of which two will be from the Directorate and one local Magistrate* to be nominated by the local Deputy Commissioner. The Directorate of Supplies and Disposals, Haryana, will intimate to the local Deputy Commissioner the date fixed for opening of tenders at least a fortnight in advance to enable him to depute a Magistrate.

(vii) If no Magistrate is available then the tenders may be opened by a panel of 3 gazetted Officers of Directorate. The tenders received till the fixed time and date will be opened by the panel of officers who shall sign all sheets in the tender forms where rates are given and in the presence of such tenderers who may be present at the opening.

(viii) All alterations or cuttings in the tenders shall be initialed by the panel officers.

*Vide Govt. letter No. 1(9)-3-5-IBII-82 dated 16.2.1985 a representative of State Vigilance Bureau not below the rank of Deputy Superintendent of Police is presently associated in place of a Magistrate.

(ix) All samples received from the tenderers shall be entered in a register and shall be properly secured, labelled and signed by the members of the panel.

Rule 9.—The tenders shall be submitted in a sealed cover duly superscribed giving the serial number of the tender and the date of opening and addressed to the Director, Supplies and Disposals, Haryana.

Rule 10.—After the receipt of tenders comparative statement of rates shall be prepared by the Directorate and forwarded to the indenting Officer concerned for his comments where the decision cannot be taken independently by the Stores Organisation. The Indenting Officer shall return the tenders alongwith his comments within 2 weeks of their receipt.

Rule 11.—Due consideration shall be given to the views of indenting Officer and when it is not proposed to accept such recommendations the views of his next higher authority shall be obtained before rejecting his recommendations.

(ii) When it is necessary to accept tenders other than the lowest the Indenting Officer shall obtain the approval of the next higher authority before returning the tenders to the Director, Supplies and Disposals.

(iii) In the Directorate the powers for acceptance of tenders shall be exercised as may be approved by Government from time to time and above the limits so prescribed, prior approval of Government, in the Industries Department, shall be obtained whose authority shall be final.

Rule 12.—Normally earnest money shall be deposited by the tenderers with their tenders. As, however, this involves difficulties and a good deal of extra labour on the part of tenderers, the alternative procedure of maintaining the approved list of contractors where they deposit appropriate permanent earnest money should be followed by the Directorate of Supplies and Disposals, Haryana.

(ii) When big firms do not comply with this requirement or certify that they have already deposited the security with the Director-General of Supplies and Disposals or are registered with that Organisation, the question of foregoing the earnest money or of asking the firms to deposit it immediately may be gone into the individual cases. Tenders of big firms should not be rejected merely because they do not deposit earnest money alongwith the tenders. The Officer competent to accept the tender shall be competent to waive this condition.

(iii) To arrange supply of stores valuing less than Rs. 2,000 where quotations are invited, the tenderers shall not ordinarily be required to furnish earnest money if the authority inviting the quotations is satisfied as to the financial position of the firm.

Rule 13.—Samples, wherever required, shall be submitted so as to reach the Controller of Stores by the date and time fixed for the opening of tenders.

Rule 14.—In case of large variety of materials for which rigid standards cannot be laid down, the alternative approved brands of various makers shall be specified in the tender notices and purchases made direct from the manufacturers or their accredited agents, representatives or stockists rather than from the retailers.

Rule 15.—When bulk supplies are arranged the approximate delivery period for part supplies shall be indicated in the Schedule and the tenderers called upon to intimate whether they will adhere to it. They may, however, be given the option to vary the delivery dates slightly.

Rule 16.—Revised or late tenders/quotations shall not be considered, but where it is deemed necessary, in view of the rates quoted within time being high or otherwise not acceptable, all the tenderers and other known suppliers shall be given an opportunity to requote in sealed covers by a fixed date.

Rule 17.—Where the suppliers are required to quote on the prescribed tender form, the following tender fee is fixed :—

Estimated Value of the order	Cost of Tender
(i) Upto Rs. 30,000	Rs.15.00
(ii) Upto Rs. 30,001 to 50,000	Rs. 20.00
(iii) Above Rs. 50,000	Rs. 25.00

(2) These shall be available for sale at the following places or any other place which may be notified from time to time :—

- (i) at the office of the Director, Supplies and Disposals.
- (ii) at the offices of the District Industries Officers in Haryana.
- (iii) at Industries Liaison Officer, New Delhi.

(3) The Tender fee shall not be refundable under any circumstances.

Other modes of purchases by the Directorate of Supplies and Disposals, Haryana

Rule 18.—Limited Tender System.—(a) By inviting quotations from a large number of registered firms.—This system shall be adopted only for immediate requirements of stores and emergency shall be established and certified by the indenting Officer in writing and unless competitive tenders from at least 6 firms are received the quotations shall be rejected. If the demand happens to be very urgent the authority, next above the indenting Officer may be consulted before rejection, and if that authority recommends that the purchase be effected on the basis of the number of tenders received and certifies that the rates in tender proposed to be accepted are reasonable, suitable action shall be taken in the Directorate of Supplies and Disposals, Haryana, after referring the matter to the authority next above that ordinarily competent to sanction purchase.

The financial power of Officers of Directorate of Supplies and Disposals, Haryana for calling such quotations shall be determined and fixed by Government from time to time.

*Note :—*This rule will not apply to purchases effected in routine on the basis of quotations where the cost of stores does not exceed Rs. 2,000 and for which indents are not advertised.

(b) By obtaining tenders from one firm in case of articles of proprietary nature (Single tender system) available from one source—Articles of proprietary nature shall be purchased according to financial powers delegated to officers, after obtaining a certificate from the manufacturers or sole agents that the rates quoted by them are identical to those approved by the Director-General of Supplies and Disposals or they would quote to that Organisation or to any other State in the country.

(c) By negotiation with Government Institutions.—Purchases can be effected by negotiations from Government Institutions by the Directorate of Supplies and Disposals, Haryana, to the extent of powers that may be delegated to officers of that Department by competent authority from time to time.

(d) By negotiation with private parties in case of emergencies. This system shall be adopted very sparingly indeed, and in emergencies, and when it becomes necessary to do so the attention of the authority next above the authority ordinarily competent, both in the Indenting Department and in the Directorate shall be drawn to this case before doing so. Such powers shall be exercised as delegated to officers of Directorate of Supplies and Disposals, Haryana, from time to time.

(e) By purchase committees approved by Government from time to time where it is not possible to obtain competitive tenders or quotations or to lay down comprehensive and complete specifications, the purchase shall be made by purchase committees as may be appointed by the competent authority from time to time.

Note :—Approval of Government, in the Industries Department, whose authority shall be final shall be obtained in the cases where amount involved exceeds the powers delegated to the officers of the Directorate of Supplies and Disposals, Haryana, under the above Rule.

Powers of Department for local purchases

Rule 19.—The officers of the Haryana Government shall exercise such powers in the matter of local purchase of stores as may be delegated to them by the State Government from time to time.

Rule 20.—The Directorate of Supplies and Disposals, Haryana, shall arrange rate contract for as many articles of common use as possible after inviting open tenders in the manner laid down above.

Price preference

Rule 21.—(a) The existing policy to grant 15 percent price preference to small-scale and cottage industries of the State over :—

(i) Large-scale Industries of the Haryana and other States.

(ii) Small-scale and cottage industries of other States ;
shall continue till further orders of Government.

(b) When tenders are called for an article and the lowest rate which is being accepted does not happen to be of an industrialist at Chandigarh, 50 per cent of purchases shall be made from the Chandigarh industrialist provided he is prepared to effect supplies at the rate of such lowest tender, If

however, more than one Chandigarh industrialist tenders, 50 per cent of purchase shall be made from the lowest tenderer amongst them, provided he is prepared to effect the supplies at the rate of lowest tender. This will apply only to articles manufactured in Chandigarh. There shall, of course, be no relaxation in specifications in according preference to Chandigarh industrialists in the manner given above.

(V) *Rule 22.*—(i) All articles purchased through the Director Supplies Disposals, Haryana, shall before acceptance be subject to inspection of the Stores Inspection Officer or such other officer or indenting Officers as may be authorised by the Director Supplies and Disposals in this behalf. No payment for goods supplied shall be made unless the stores are inspected and passed for acceptance as laid down in each contract. The inspection officer shall certify that the stores received conform to the prescribed specifications or test or quality and are correct in No. and weight, etc. as the case may be.

- (ii) 90 per cent payment shall be made to the suppliers immediately on production of.
- (a) an inspection note signed by an officer of the Directorate under the seal of his office which should clearly indicate that the goods were sealed in his presence in token of acceptance ; and
- (b) Railway receipt indicating that the consignment has been booked at Railway risk.
- (iii) In a few cases like chemicals, glass-ware, crockery and inflammable liquids, etc. the Railway may not book the consignments at their risk for want of elaborate packing. In such cases the supplier may choose to send the consignments duly insured and whenever this is done 80 per cent payment may be allowed even if the railway receipt is at owner's risk as losses in such cases can be recouped from the insurance companies.
- (iv) The disbursing officer shall be responsible to see that balance payments to suppliers are positively made within 30 days of receipt of goods by consignee, correct to the specifications as laid down in the order or within such time as agreed to and prescribed by the Directorate of Supplies and Disposals, Haryana, in individual cases.
- (v) In the case of machinery where its satisfactory working is required to be examined payment should be arranged immediately on satisfaction about the condition of the machinery and in no case later than 3 months if it is to be set up and tested.
- (vi) When the payment is not cleared within the prescribed period, the Heads of Departments will be personally responsible to report the cases explaining clearly the reasons of delay to the Administrative Secretary who in turn shall inform the Minister-in-charge of his Department. Where delay in payment is more than one month over and above the prescribed maximum limit, the Administrative Secretaries shall personally explain the reasons to the Minister-in-charge of their respective Departments concerned as well as to the Chief Minister.

Rule 23.—Where the Directorate of Supplies and Disposals arranges a rate or running contract the Indenting Officers in the State shall be under contractual obligations to draw their requirements of these articles in terms of the rate or running contract and no indent shall be sent either to Directorate of Supplies and Disposals or supply arranged of such items, even of slightly varying specifications, direct, from the market.

Rule 24.—Orders placed by the Directorate of Supplies and Disposals, Haryana, shall not be cancelled or terms and particulars thereof modified by indenting department except to the extent as may be approved by the Directorate of Supplies and Disposals, Haryana, in writing in each case.

Rule 25.—In case where there is delay on the part of contractors in the supply of stores and articles supplied do not conform to the samples and specifications, the Directorate of Supplies and Disposals, Haryana, with the prior approval of Government in the Industries Department, whose authority shall be final, may impose a penalty subject to the conditions contained in the agreement executed in each case. The penalty so imposed will be recoverable from the security of the contractors deposited with the Directorate of Supplies and Disposals, Haryana or their pending bills or both.

✓ **Rule 26.**—The Haryana Government in the Industries Department in consultation with Finance Department where necessary may sanction a departure from these rules in any individual case if the interest of the public service so requires. All applications for sanction to such departures should be made through the Administrative Department concerned. The opinion of Directorate of Supplies and Disposals, Haryana, shall, however, be obtained before sanctioning such purchase.

Rule 27.—Recoveries made from contractor on account of :—

- (a) Delay in supply of stores ; and
- (b) Excess cost of the re-purchase ;

shall in the first instance be credited to a suspense head. When the amount is eventually determined it shall be credited as revenues of the State as receipts of the Directorate of Supplies and Disposals, Haryana.

Rule 28.—(i) The Directorate of Supplies and Disposals, Haryana, can make purchase of stores on behalf of local bodies, other States and Co-operative Societies, etc., on payment of 2 per cent departmental charges.

(ii) The charges so recovered from local bodies, other States etc., will be credited to the revenues of the State being receipt in respect of the Directorate of Supplies and Disposals, Haryana.

Rule 29.—The Directorate of Supplies and Disposals, Haryana, will maintain a list of approved contractors. The registration of each contractor will be renewed in the succeeding year if his performance remains satisfactory, on payment of prescribed fee.

Rule 30.—The Directorate of Supplies and Disposals, Haryana, is authorised to charge 2 per cent departmental notional charges for purchases effected and

inspection carried out by it on behalf of other Haryana Government departments. These notional charges are allowed for the purpose of preparation of financial review at the end of each financial year and shall not actually be charged from non-commercial departments of the State.

Rule 31.—The officers of the Directorate & Supplies and Disposals will exercise such powers in the matter of purchase of stores as may be delegated to them by the State Government from time to time.

Rule 32.—Tenders/Quotations for purchase of stores required for public service shall be invited on prescribed form (Schedule 'A' and Schedule 'B') at Annexure II which have been approved by the Law Department of the State. The orders on the basis of tenders/quotations shall be placed on forms at Annexures III and IV. x

Rule 33.—On receipt of emergent demand from the indenting officer the Directorate Supplies and Disposals, shall Place repeat order on the same firm on which a supply order has already been placed. The repeat order will be subject to the following conditions, namely :—

(i) a period of two months should not have expired since the placing of initial order;

(ii) the quantity for which the repeat order can be placed should not be more than that had been ordered in the initial order;

(iii) a certificate of reasonableness of rates has been furnished by the Indenting Officer to the effect that there has been no downward trend of the prices since the placing of the initial order ;

(iv) the indenting Department has furnished adequate reasons for placing the repeat order indicating as to why Indenting Officer could not anticipate his requirement in first instance (when the original indent was placed);

(v) the demand for repeat order shall be received within 45 days from the date of original supply order so that Directorate of Supplies and Disposals, could complete the remaining formalities within fifteen days and repeat order could be issued within two months from the date of the original supply order,

(vi) the sanction for repeat order shall be accorded by the Director/Deputy Director/ Assistant Director, Supplies and Disposals according to the financial powers delegated to them. x

provided that no repeat order shall be placed in following cases, namely :-

(i) in cases where the original purchase was made on the basis of short term quotations or on the basis of spot purchase,

(ii) in cases where the original order was placed after ignoring lower offer on account of long delivery period or for want of Test Report/Tested samples,

(iii) in cases where the original quantity of indent was Subsequently reduced without recording any reasons the purchase quantity was reduced as to bring the purchase within the purview of the Standing Purchase Committee (Lower)

ANNEXURE I

List of the goods which should come within the definition of the term "Stores".

TRADE GROUPS**1. Chemicals :—**

- (a) Acids Mineral.
- (b) Heavy Chemicals.
- (c) Fine Chemicals (Including Acids Organic).
- (d) Explosives.
- (e) Soap.
- (f) Other Chemical Composition.

2. Paints

- (a) Paints.
- (b) Enamels.
- (c) Varnishes.
- (d) Pigment and other colours.
- (e) Solvents.
- (f) Other Miscellaneous Paint Stores.

3. Resins and lacs.**4. Gases.****5. Spirits, Alcohol, Alcoholic products.****6. Petroleum Mineral Oils and Lubricants.**

- (a) Aviation spirit.
- (b) Motor Spirit.
- (c) Kerosene Oil.
- (d) Fuel Oil.
- (e) Lubricating Oil.
- (f) Greases, Fats and Wax excluding sea ling. wax.

7. Vegetable Oil.

8. Silk and Silk Textiles.
9. Woollen and Woollen Textiles.
10. Jute and Jute Products (excluding Tentage).
11. Tent Components, Bamboos, Mallets, Pins, etc, for Tents.
12. Leather and Leather products.
 - (a) Footwear, all kinds (including Canvas and Rubber shoes).
 - (b) Hides Raw and Tanned.
 - (c) Other Miscellaneous Leather Products.
 - (d) Tanning -Materials.
13. Timber
 - (a) Timber, Log form.
 - (b) Timber, Squares.
 - (c) Timber, Scantlings and Sawn sizes.
14. Wood Ware
 - (a) Half wrought timber.
 - (b) Plywood.
 - (c) Other wood ware.
15. Motor Vehicle (Excluding Tyres and Tubes).
16. Rubber Goods
 - (a) Tyres and Tubes.
 - (b) Other Rubber Goods.
17. Asbestos Cement Sheets and other cement products.
18. Road Dressing Materials :—
 - (a) Asphalt.
 - (b) Tar.
 - (c) Other Road Dressing materials.
19. Glass and Glass Products.

20. Drawing and Kraft paper.
 - (a) Glass Sheets.
 - (b) Glass-ware.
21. Medical Stores—
 - (a) Drugs.
 - (b) Dressings.
 - (c) Surgical Instruments.
 - (d) Hospital Appliances.
 - (e) Hospital Furniture.
22. Photographic and Cinematographic Equipments.
23. Miscellaneous :—
 - (a) Crockery, Cutlery and Enamel-ware .
 - (b) Fire Fighting Equipments, Hoses, Pumps, Fire Extinguishers, Refills etc.
 - (c) Brushes.
 - (d) Clocks and Watches.
 - (e) Door and Window fittings.
 - (f) Other items.
24. Hand tools.
25. Hardware (Kettles, Utensils, Rat Traps, Hot Water Boilers Domestic etc.)
26. Steel Tool and Alloy Wire Ferrous.
27. Steel sections.
28. Pig Iron.
29. Metal and Wire Non-Ferrous.
30. Scientific Stores :—Scientific Instruments, Apparatus and Appliance.
31. (i) Electrical :—
 - (a) Ceiling, Table and Cabin Fans.
 - (b) Exhaust Fans and Air Circulators.

- (c) Lamps.
- (d) Motors.
- (e) Transformers.
- (f) Electric Batteries and Cells (Other than Dry Cells).
- (g) Dry Cells.
- (h) Electrical Instrument and Meters.
 - (i) Cables and Wires (Other than Proper insulated Cables).
 - (j) Paper Insulated Power Cable.
- (k) Electrical Lifts.
 - (ii) Other Electrical Fittings and Accessories.

32. Mechanical Engineering :—

- (a) Internal Combustion Engines.
- (b) Other Industrial Engines.
- (c) Pumping Sets Motor Driven.
- (d) Deep-well Turbine Pumping Sets.
- (e) Pumping Sets Engine Driven.
- (f) Air Compressors.
- (g) Earth Moving Machinery and Spares.
- (h) Structural Steel Work.
 - (i) Steel Casting.
 - (j) Tea, Oil, Rice, Dal, Flour and Sugar Machinery.
- (k) Road Roller.
- (l) Industrial Boiler, other than Tar Boiler.
- (m) Tar Boiler.
- (n) Concrete Mixers.
- (o) Bicycles, Sewing Machines, Weighing Machines and netting Machines
- (p) Bolts, Nuts, Rivets and Washers.

- (q) Screw, Wood, Machines and Coach.
- (r) Hurricane Lanterns and Incandescent Lanterns.
- (s) Water fittings, G.I. Bends, Tees Sockets, Cocks, Sluice valves, water meters, etc.
- (t) Welding Electrodes.
- (u) Ball Bearings.
- (v) Other Mechanical Engineering items.
- (w) Tractors and their implements.

33. General Engineering.

- (a) Surface Coated Flexible Abrasives.
- (b) Refractories.
- (c) V. Belting.
- (d) Other Belting.
- (e) Belting Accessories.
- (f) Asbestos Products, Other than packing (excluding asbestos cements products).
- (g) Asbestos packing and joining materials.
- (h) Expanded Metal.
- (i) Wire Gauze and Netting.
- (j) C.I. Pipes and Specials.
- (k) A.C.C. Pipes, Collars and Poles.
- (l) Casing, Housing and slotted pipes for Tube-Well Irrigation.
- (m) Pins, Spilt, Taper, Cutter, etc.
- (n) Other Items including Steel Furniture, Steel Drums, etc.
- (o) Sewerage fittings and other drainage items.
- (p) Surface boxes, manhole covers, Vent shafts, distance marks.
- (q) Door fittings.

34. Vehicles :—

- (a) Trucks

(b) Buses.

(c) Cars, Jeeps, and Station Wagons.

(d) Trailors.

35. Steel Pipes and Fittings.

36. (i) Workshop Machinery (Other than machine tools). (ii) Machine Tools.

37. Miscellaneous :—

(a) Food stuffs and forage.

(b) Mathe-matical, Survey and Scientific Instruments.

(c) Straw, Firewood and Charcoal.

(d) Road Metal, Stone, Marble and Lime.

(e) Cotton Textile and Iron and Steel.

38. Radio Equipment.

39. Agricultural Equipments and Implements.

40. Tractors.

41. Well Boring Plants.

42. Tractors drum equipments.

43. Line equipments.

44. E.I. Goods, Empty Tins, Utensils, etc.

45. Electrical.

Electric Heaters Electric Sereens, Iron clad switches, copper tape, Air Conditioning Plant, wheat Stone Bridges, Earth Meggar, Serioes resistance box, steel poles, incubators, Autoclaves, Electrical Carptet cleaners, carbon Rheostate meggar insulation tests, chick tester, ammeters, electrical accessories such as Batton holders, tumbler switches, plug Bracket holder, Key holders, Pendant holders, lamp locks for Bracket holder, tape ceiling roses, cut outs, Flourescent tubes.

46. (a) Sound Equipment.

(b) Projectors.

(c) Screens

(d) Amplifiers

- (e) Loud-speakers
- (f) Transreceivers, etc.
- 47. Weighing bridges and scales
- 48. Lawn Mower and bullock mower Handcuffs and repairs of handcuffs
- 49. Dental Chairs
- 50. Rubber goods—Rubber belting, Hair belting, belt Fasteners
- 51. Cotton
 - Woolen Yarn
 - Cotton Yarn
 - Cotton
 - Wool
- 52. Insecticides—
 - Insecticides
 - Pesticides
 - Fungicides
- 53. Scientific goods
 - Biological goods
 - Zoological goods
 - Models and Charts
 - Geographical apparatus
- 54. Chemicals—
 - Phenyle
- 55. Wooden Furniture—
 - Office furniture
 - Door Shutter; Plywood Sitapur
 - Mathematicaland Survey equipment
 - Tarpaulins

Laboratory equipment, Cotton Waste, Munj, Munj ban, Oil seed

56. Miscellaneous—

Stone Pillars

Chicks

Mulberry baskets.

Pilchi

Sports goods

Door mats

Lime

Bamboos

Bamboos Jhandies

Recanning of Chairs

Cane and Cane Tili

Fire clay and bricks

Plastic pipes

Bed Pan and wash up sinks, slab urinals

Earthen pots.

Gymnastic articles

Sheets and plates

Gypsum stone

Umbrellas

ANNEXURE II

TENDER FORM

DIRECTORATE OF SUPPLIES AND DISPOSALS, HARYANA

Instructions to Tenderers

1. Quotations must be enclosed in a properly sealed envelope addressed to the Directorate of Supplies and Disposals, Haryana, by designation and not by name. The quotations must be superscribed "Quotation for the supply of _____ during the year" _____ as called for in tender notice dated _____. The quotations _____ must reach the Directorate of Supplies and Disposals, Haryana, before _____ A.M./P.M. of the date mentioned in the tender notice.
2. In the event of the quotations being submitted by a firm it must be signed separately by each member thereof, or in the event of the absence of any partner it must be signed on his behalf by a person holding a power of attorney authorising him to do so or in the case of a company the quotations should be executed in the manner laid down in the said company's Articles of Association. The signatures on the quotations should be deemed to be authorised signatures.
3. All the columns of the quotations form shall be duly properly and exhaustively filled in. The rates and units shall not be over written. Quotations shall always be both in the figures and work. The words "No quotation" should be written across any or all of the items in the Schedule for which tenderer does not wish to tender.
4. Any commission in filling the columns of "units" and "rates" shall altogether debar a quotations form being considered.
5. All corrections must be signed by the tenderers.
6. Samples must be sent of all items quoted for even when specification or descriptions are laid down. Such samples must be sent freight paid or delivered free to the Directorate of Supplies and Disposals, Haryana. Each sample should bear a sealed label marked with the tenderer's name and address and reference to the item number in the schedule. All instructions regarding the samples specified in the notice should be complied with. All samples except these against accepted quotations must be removed by the suppliers on a date to be specified by the Directorate of Supplies and Disposals, Haryana, failing which the samples will become the property of Government and no claim therefor, will be considered. Loss of samples or damage or wear and tear or injury by testing exposure, experiment, etc. shall be no ground for compensation in any form.
7. The tenderers shall deposit earnest money in the form of Call deposit receipt pledged to the Directorate of Supplies and Disposals, Haryana, as under :—
 - (i) Where the estimated value of purchase is upto Rs 20,000.
Rs 500.
 - (ii) Where the estimated value of purchase is between Rs 20,001 and Rs 2 lacs.
Rs 1,000.

- (iii) Where the estimated value of purchase is above Rs 2 Lacs.
Rs 2,000.

The earnest money must accompany the tender form without which offer will not be considered. The said amount will be regarded as forfeitable to Government if the successful tenderer fails, within the time fixed by the Directorate Supplies and Disposals either to sign the contract on terms contained in the invitation for tender, its tender form and quotations form and conditions of contract referred to in the invitation of tenders or to deposit security referred to in clause 8 below.

8. The successful tenderers shall be required to deposit security for due performance of the contract in the form of Call Deposit receipt pledged to the Director Supplies and Disposals, Haryana, as under :—

- (i) Where the value of the supply order or the estimated value of Rate contract is upto Rs 20,000.

@5%

- (ii) Where the value of the supply order or the estimated value of Rate Contract is above Rs 20,000 @ 2% of the amount of the order subject to a minimum of Rs 1,000 in the form of deposit at Call Receipt.

In the case the security exceeds Rs 10,000 additional amount (over and above Rs 10,000) can also be deposited by the tenderers in the form of Bank Guarantee on any Scheduled Bank Valid for a period of 6 months or more from the date of expiry of the stipulated delivery period. The currency period of the Bank Guarantee shall be extendable, if so desired by the Director, Supplies & Disposals, Haryana. The Earnest money will be adjustable towards security.

9. The Director Supplies and Disposals, will have the right of rejecting all or any of the quotation without assigning reasons.

10. No tender will be considered unless and until all the documents are properly signed.

11. The quotation will be regarded as constituting an offer or offers open to acceptance in whole or in part or parts at the discretion of Director Supplies and Disposals, until the———.

12. In the event of tender being accepted the quotations will be governed by the conditions in pages 3 to 9 read with these instructions.

Read and accepted.

I/We hereby quote to supply the goods and materials specified in the under-written schedule in the manner in which and within the time specified as set forth in the conditions of contract at pages 3 to 9 at the rates given in the schedule below.

The conditions on pages 3 to 9 will be binding upon me/us in the event of the acceptance of my/our tender.

I/We herewith enclose deposit receipt for a sum of Rs.——— as security money and should I/We fail to execute an agreement embodying the said conditions and deposit security as laid down in the form within 10 days of the acceptance of my/our tender. I/We hereby agree that the above sum of security money shall be forfeited by the Director Supplies and Disposals, Haryana.

SCHEDULE 'A' OF RATES

Sr. No.	General I.S.	Description of Stores Specification No.	Tender Rate	Unit	Packing	Name of actual Manufacturer & Country of manufacture
1		2	3	4	5	6

"E & O.E."

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

Dated the.....day of.....198

Signature

Address.....

N.B. Please do not forget to fill in all the above columns.

SCHEDULE 'B'

CONDITIONS OF CONTRACT

This contract is to last from.....to.....but in the event of any breach of the agreement at any time on the part of the contractor, the contract may be terminated summarily by the Director Supplies and Disposals, Haryana (India) without compensation to the contractor.

Any change in the constitution of the firm shall be notified forthwith by the contractor in writing to the authority sanctioning the contract and such change shall not relieve any former member of the firm from any liability under the contract.

1. No new partner/partners shall be accepted into the firm by the contractor in respect of this contract unless he/they agree to abide by all its terms, conditions and deposit with the officer sanctioning the contract a written agreement to this effect. The contractor's receipt or acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be a sufficeint discharge for any of the purposes of the contract.

2. The contractor will supply nothing but genuine articles, e.g. described in colum no. 2 of Schedule 'A' from time to time in such quantities as may be entered in the indents sent at the rates set forth in column 3 of Schedule A for use in Offices/Institutions/Departments under the administrative control of Government of the Haryana as may be required by the Indenting Officers, mentioned in Schedule C hereto annexed, on behalf of the Government. Requisitions from officers not mentioned in Schedule C hereto annexed should before compliance be sent in original to the Director, Supplies and Disposals, Haryana, for instructions and the officer concerned advised accordingly.

No guarantee can be given as to the quantity which will be ordered during this period. But the purchaser undertakes to order from the contractor all stores as detailed in the Schedule A which he requires to purchase, except that he reserves to himself the right of placing the contract with one or more contractors as he may think fit and in consideration of this undertaking by Government the contractor binds himself not to revoke this contract during the said period. The quantities of stores given in the tender are approximate only.

3. The articles to be supplied under this contract will be of the the quality equal and answerable in every respect to the specifications given in the list accompanying with the tender and approved by the Director, Supplies and Disposals, Haryana. The contractor shall be responsible for all complaints as regard the quality. In case of dispute regarding quality of articles, the decision of the Director, Supplies and Disposals, Haryana, will be final and binding on the contractor. It will be open to the Director, Supplies and Disposals, Haryana to send samples submitted by the tenderer/contractor to any laboratory for chemical analysis and the cost thereof will be borne by the tenderer/contractor.

4. The Director, Supplies and Disposals, Haryana, may by notice in writing call upon the contractor to supply additional articles to serve as sample, and upon such notice in writing the contractor shall at his own cost be bound to supply additional samples, such additional samples being in all respects of the same quality as the sample first supplied.

5. The contractor will be responsible for damage or loss in transit and replace goods broken or lost within 10 days from the date of notice thereof.

6. Unless when specially ordered otherwise in the order accompanying the indent all goods must be despatched within 14 days of the receipt of indent by the contractor.

7. Conditions as to time for performance whether laid down herein or in any indent shall be always regarded as the essence of the contract.

8. Director, Supplies Disposals, Haryana, or any officer subordinate to him or any of the experts attached to the Industries Department of the Haryana or the Identing Officer or any other officer or person duly authorised in writing by the Director, Supplies and Disposals, Haryana, shall have the power to inspect the stores during or after manufacture, collection, despatch, transit or arrival and to reject the same or any part or portion after the written approval of the Director, Supplies and Disposals, Haryana, if he or they be not satisfied that the same is equal or according to the sample submitted by the contractor, the contractor shall not charge or be paid for supplies rejected as above and such supplies shall be removed by the contractor at once and at his expense. He shall neither claim nor be entitled to payment for any damage that rejected supplies may suffer from any harm whatsoever incidental to a full and proper examination and test of such supplies. Government shall be under no liability whatever for rejected supplies and the same will be at the contractor's risk. Rejected supplies shall be removed by the contractor within 10 days after notice has been issued to him of such rejection, and failing such removal rejected goods will be at contractor's risk and Govt. may charge the contractor rent for the space occupied by such rejected goods.

9. The contractor shall provide without any extra charge all materials, tools labour and assistance of every kind which the aforesaid officer may consider necessary for any test or examination which he may require to be made on the contractor's

premises and shall pay all cost attendant thereon. In the case of stores inspected at maker's premises the maker shall provide all facilities including testing appliances, for making necessary tests other than special tests or independent tests. Failing the facilities at his own premises for making the tests the contractor shall bear the cost of carrying out tests elsewhere. The contractor shall also provide and deliver free of charge at such place as the aforesaid officer may direct such materials as he may require for tests by chemical analysis or independent testing machine. If for the purpose of determining the quality of stores the aforesaid officer finds it necessary to have the stores tested at the test house or laboratory, expenses incidental to the test shall be borne by the contractor. On the failure of the contractor to pay the expenses within the ten days of the receipt of intimation in this behalf from the Inspecting Officer, the Director, Supplies and Disposals, shall have the right to deduct the amount from the security deposited by the contractor and if the amount so deducted is not deposited within 10 days, the Director, Supplies and Disposals, may treat the default as a breach of the agreement and proceed under clause (1) of the agreement without further notice. Further, the aforesaid officer shall have the right to put all articles or material to such tests as he may think proper for the purpose of ascertaining whether the same are in accordance with the specifications of sealed sample mentioned in the tender and to cut out or off/or destroy the portion, not exceeding 2 per cent from each delivery for such purpose, the quantity so cut out or off and/or destroyed as aforesaid shall be replaced by the contractor free of charge.

10. Packing cases, container, gunny packages, etc., which may be used for purposes of packing and which are delivered with stores will not be returned and paid for unless specially stipulated and then at contractor's expense.

11. Unless otherwise specified in a requisition, bills for the whole of the goods referred to in each indent in triplicate, will be prepared and submitted by the contractor to the consignee for direct payment under intimation to the Director, Supplies and Disposals, Haryana. The full amount will be paid on receipt of stores in good condition after their verification as regards specifications etc.

Should the payment of any bill be not made within three months from the date of its submission, the party to whom the bill was forwarded should be addressed first. Failing satisfaction the matter should be reported to the Director, Supplies and Disposals, Haryana. All such complaints should give.

- (i) The number and date of the requisition,
- (ii) the designation of the requisitioning officer,
- (iii) the designation and address of the consignee,
- (iv) the designation and address of the officer to whom the bill was sent by the contractor,
- (v) the number of the bill and date on which the bill was sent to the Officer mentioned in (iv) above,
- (vi) full reference to reminders if issued.

12(i) With every despatch of goods or material under this contract invoices, in triplicate will be prepared by the contractor. Invoices, in duplicate, are to be sent by the contractor to the Indenting Officer, the duplicate to be returned by the Indenting

Officer with the quantities or number received duly noted thereon and third copy to be sent by the contractor to the Director, Supplies and Disposals, Haryana, for record in his office.

(ii) Railway Receipt will be forwarded to the consignee immediately after despatch of stores. Should any demurrage charges be incurred owing to delay on the part of the contractor in forwarding the railway receipt the amount of such charges will be deducted from the bill.

(iii) The contractor shall despatch material 'Freight paid' in all cases where their offer is F.O.R. destination. In the event of their failure to do so a penalty of 5 per cent will be charged on the amount paid as freight by the Indenting Officer on their behalf.

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

Name of officer	Indent No.	Name of article	Quantity or number supplied and to whom supplied and — where	Value of Supplies	Remarks
Rs					

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

This is subject to the condition that the materials are securely packed by the suppliers in sound containers and the consignment is accepted by the carriers without any adverse remarks as to the packing or the condition of the containers. In case of any adverse remark, the responsibility for the losses in transit will rest with the suppliers.

Subject to these conditions the contractor will not be entitled to charge or be paid for supplies broken, lost or damaged in transit. The Director, Supplies and Disposals, Haryana, will be the authority to determine whether or not the breakage, loss or damage was caused through the Contractor's negligence and the decision of the Director, Supplies and Disposals, Haryana, or some other officer acting in his behalf shall be a final and conclusive against the contract. Such rejected supplies shall be removed by the contractor at his own expense.

(vi) If during the currency of the contract the specification of any article or articles to be supplied thereunder be changed the contractor shall continue to comply with demands for the supply of the said article or articles in accordance with the new specifications at a rate to be mutually agreed to in writing at the time of such change and in default of such agreement, the contract in so far as it relates to the said article or articles under respect of which no agreement has been arrived at, shall terminate but no such change shall affect the supply of any other articles under the contract or entitle the contractor to any compensation.

13. In the event of withdrawal or discontinuance of any article or articles and consequent ceasing of or reduction in demand the contractor shall not be entitled to any compensation. Government will, however, make all reasonable endeavours to give a warning of any impending complete withdrawal or of any reduction seriously affecting quantities likely to be required under contract.

14. The time for and date of delivery or despatch stipulated in the supply order shall be deemed to be the essence of the contract, and should the contractor fail to deliver or despatch any consignment within the period prescribed for such delivery or despatch stipulated in the supply order, the delayed consignment will be subject to 2% penalty per consignment per month recoverable on the value of the stores supplied. In case of non-payment of the contractor, recovery will be made from his bills or amount of nearest money or security deposited with Director, Supplies and Disposals, Haryana, provided also that :—

- (a) No recovery of penalty will be made if the Indenting Officer accepts the delayed supplies by extending the delivery period upto 2 weeks by recording in writing that the exceptional circumstances were beyond the control of the supplier and there was no loss to Govt.
- (b) Where the delay on the part of supplier is of more than 2 weeks the matter for extension of delivery period will be preferred by the Indenting Officer to the Director, Supplies and Disposals, Haryana, with a certificate that there are genuine reasons for delay on the part of supplier and that no loss will result to Govt. in case extension in delivery period is allowed. The case will be decided on merits by the office of the Director, Supplies and Disposals, Haryana. The extension will be allowed by the Assistant Director, Supplies and Disposals, to the extent of purchasing powers delegated to him and in cases above his competence the extension will be allowed by the Director Supplies and Disposals, Haryana. In case the delivery period is amended, no penalty for supplies made during the extended period will be recovered from the suppliers.
- (c) On the failure of the suppliers to make supply within the extended period or otherwise and the receipt of such information in the office of the Director, Supplies and Disposals, Haryana, risk purchase at the cost of supplier will be made by the Director, Supplies and Disposals, Haryana, within 6 months of the expiry of stipulated delivery period by inviting short terms quotations from the Registered and other known suppliers. The difference of excess cost thus incurred will be recovered from the supplier from his pending bills, earnest money or security whichever is available. This procedure will be adopted after serving a registered notice to the supplier to supply stores within 15 days.

15. The contractor acknowledges that he has made himself fully acquainted with all the conditions and circumstances under which the supplies required under the contract will have to be made or furnished and with all the terms, clauses conditions, specifications and other details of the contract and the contractor shall not plead ignorance of any of those as excuse in case of complaint against or on rejection of supplies tendered by him or with a view either to asking for enhancement of any rates agreed to in the contract or to evading any of his obligations under the contract.

16. No payment will be made in advance for any supplies under this contract.

17. (i) The contractor shall not—

(a) assign or sublet the contract without written approval of the officer sanctioning the contract.

(b) disclose details of the conditions governing this contract to unauthorised persons (Indenting against this contract is permissible only for the bonafide use of Governments departments and quasi public and not for private parties or for the private use of the Government Officers).

(ii) In the event of the contractor failing duly and properly to fulfil or committing breach of any of the terms and conditions of this contract or repeatedly supplying goods liable to rejection hereunder or failing, declining, neglecting/or delaying to comply with any demand or requisition or otherwise not executing the same in accordance with the terms of this contract, or if the contractor or his agents or servants being guilty of fraud in respect of the contract or any other contract entered into by the contractor or any of his partners or representatives thereof with Government directing, giving, promising or offering any bribes, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise to any person in the employment of Government in any way relating to such officers or person or persons, office or employment or if the contractor or any of his partners become insolvent or apply for relief as insolvent debtor or commence any insolvency proceeding or make any composition with his/their creditors or attempts to do so then without prejudice to Government rights and remedies otherwise, Government shall be entitled to terminate this contract forthwith and to blacklist the contractor and purchase or procure or arrange from Government's stocks or otherwise at the contractor's risk and at the absolute discretion of the Director, Supplies and Disposals, Haryana, as regards the manner, place or time of such purchases, such supplies as have not been supplied or have been rejected under this agreement or are required subsequently by Government thereunder and in cases where issues in replacement are made from Government's stocks or supplies, the cost of value of stocks or supplies together with all incidental charges or expenses, shall be recoverable from the contractor on demand and the contractor shall not be entitled to benefit from any profit which may thus accrue to Government.

The termination of this contract in whole or part under these conditions shall not be affected by the acceptance, meanwhile or subsequently, of supplies accepted or made at any station whether in ignorance of the termination or otherwise.

18. If any question, difference or objection whatsoever shall arise in any way connected with or arising out of this instrument or the meaning or operation of any part thereof or the rights duties, or liabilities of either party then save in so far as the decision of any such matter is herein before provided for and has been so decided every such matter including whether its decision has been otherwise provided for and /or whether it has finally decided accordingly or whether the contract should be terminated or has been rightly terminated in whole or part and as regards the rights and obligations of the parties as the result of such termination shall be referred for arbitration to any officer appointed by Haryana Government acting as such at the time of reference and his decision shall be final & binding

& where the matter involves a claim the amount if any awarded in such arbitration shall be recoverable in respect of the matter so referred.

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

IN WITNESS OF THE parties have hereun to set their hands on the dates indicated below :—

1. (In case of firm)

Signed by the above named firm of _____
Through _____ partner of the firm
Date _____ Signature _____

2. (In the case of Company)

The Seal of the _____ Company, Limited, was affixed by virtue of the resolution of the Board No. _____ dated _____ the _____ day of _____ 196 _____.
Dated _____ Seal _____

1. (In either case)

(i) Signature
Address
Description

Director's Signature
Secretary's Signature

Date _____

Signature of
on behalf of the Governor of Haryana (India)

REGULAR FORM OF SECURITY DEPOSITS TO THE DIRECTOR, SUPPLIES AND DISPOSALS, HARYANA.

1. National Saving Certificates.
2. Postal Saving Bank's Passbook.
3. State Bank's Call Deposit Receipt or Fixed Deposit Receipt.
4. Deposit receipts mentioned in items No. 3.

tendered by any scheduled bank are also accepted provided these are countersigned by the National Bank of India whereby the State Bank of India undertakes full responsibility to indentify this department in case of default. The above deposits can also be accepted if these are countersigned by the Reserve Bank of India against requisite security furnished by the scheduled bank concerned to the Reserve Bank of India and the Reserve Bank of India advises this Department that the Deposit Receipt may be accepted.

5. Government Treasury Challan.

The contractor/seller hereby declare that the goods/stores/articles sold to the buyer under this contract shall be of the best quality (workmanship) and shall be strictly in accordance with the specifications and particulars contained/mentioned in the clause _____ thereof and the contractor/seller hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of _____ days/months from the date of delivery of the said goods/stores/articles to the Purchaser and that notwithstanding the fact that the purchaser (Inspector) may have inspected and/or approved the goods/stores/articles if during the aforesaid period of _____ months/days the said goods/stores/articles be discovered not to conform to the description and the quality aforesaid or have deteriorated (and the decision of the purchaser in this behalf will be final and conclusive) the Purchaser will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection the goods/articles stores will be at the sellers risk and all the provisions herein contained relating to rejection of goods etc. shall apply. The contractors/sellers shall if so called upon to do, replace the goods etc. or such portion thereof as is rejected by the Purchaser such damages as may arise by reason of the breach of conditions herein contained. Nothing herein contained shall prejudice any other right of the Purchaser in that behalf under this contract otherwise.

ANNEXURE III

QUOTATION FORM

From

The Director, Supplies and Disposals, Haryana.

To

M/s.....

.....

Enquiry No.

Dated :

Dear Sir,

Please quote your lowest rates for the following stores subject to the terms and conditions noted below and on reverse. Your quotations must reach this office by 2.00 P.M. on——— at the latest with/without samples. The quotations must be sent in a sealed cover superscribed as———.

In case you do not implicitly follow these instructions and all conditions on reverse quotations may not be considered.

Quotations will be opened on the same day at 2 P.M. in the presence of such tenderers or duly authorised representative thereof as may care to attend.

Sr. No.	Description of Stores	Unit Quantity	F.O.R.

Yours faithfully,
Deputy/Assitant Director
Supplies and Disposals,
for Director, Supplies and Disposals,
Haryana.

TERMS & CONDITIONS

1. All Quotations will be deemed to be for F.O.R. Destination unless otherwise specified in the quotation and should include packing and forwarding charges and must not be "ex-works" "ex-godown" "ex-mills etc."

2. If quoting otherwise than F.O.R. Destination, insurance charges to destination may please be separately stated.

3. Unless the goods offered are of recognised popular standard. Makes and full specifications have been stated samples bearing stamp, seal and signature must in all cases accompany all quotations for all items quoted for. It is necessary that samples must reach this office before or at the latest by the due time and date of opening quotations.

4. Samples received are not paid for and should be sent freight paid. Those returnable at suppliers request arrangement and cost if called for within 60 days from opening date.

5. In cases where full specifications are not incorporated in the enquiry or where alternative specifications are quoted for the suppliers own specifications should be stated in full for the articles quoted for. Any illustrative literature available duly stamped and signed should also accompany.

6. In all cases the country of manufacture and unit of measurement must be prominently stated. The unit should usually be one stated in the enquiry.

7. All containers will be deemed to be non-returnable, unless when specifically stated otherwise in the quotation.

8. The minimum period of delivery from date of placing the order should be specified.

9. All quotations will be deemed valid for at least 30 days from and excluding the date of opening of tenders.

10. The approved samples will be sealed and signed in this office immediately by you on the receipt of order.

11. A sufficient number of samples according to the approved pattern for supply of one each to the Indenting officers and two spares will be supplied by you and got approved from this office in the first instance within———days from the date of issue of this order. A sample of these will be forwarded to Indenting Officer for comparing the supply.

12(i) The inspection of goods be carried out by the consigned at destination and rejected goods will have to be removed by you within 10 days of despatch of advice from the date Indenting Officers, failing which the goods will lie at your risk.

(ii) The rejected goods must be replaced by you within 15 days of the despatch by the indenting officer of a registered notice intimating that the goods have been rejected failing which the Indenting Officer will be entitled to make risk purchase without any further reference to you.

(iii) If you claim that the goods supplied by you are strictly according to approved sample you may file an appeal with the Director, Supplies and Disposals, Haryana, under intimation to the Indenting Officer within 5 days of the receipt of the registered notice from the Indenting Officer. Where such an appeal has been filed and Indenting Officer will hold the goods with him till the final decision of the Director, Supplies and Disposals, Haryana.

13. A sum equal to 10 per cent of the value of the order will be deposited by you as security for due fulfilment of the order pledged in favour of the

Director, Supplies and Disposals, Haryana. This amount may be deposited in any recognised bank or Government bank or Government Treasury or Post Office and the deposit receipt must be sent to this office, within a week.

14. The supply must be completed satisfactorily within the stipulated period, failing which the Director, Supplies & Disposals reserves the right to purchase or allow the Indenting Officer to purchase the goods at your risk, provided that where goods are not supplied according to the muster pattern on account of urgency of the demand the Indenting Officer decides to retain the inferior goods you will be entitled to receive payment not at the contract rate but at the rate fixed by the Director, Supplies and Disposals, Haryana, with due regard to the quality of the material supplied.

15. Your quotations may be accepted in part or whole.

16. In case your rates are good for a certain period postings of the acceptance on the last day will be acceptable to you.

17. In case of controlled goods by the Government the quotations must be sent subject to controlled rate or rate offered by you, whichever is lower.

18. In case of any dispute the decision of the Director, Supplies and Disposals, Haryana, shall be final and binding on you.

19. The contractor shall despatch material Freight paid in all cases where their offer is F.O.R. Destination. In the event of their failure to do so a penalty of 5 per cent shall be charged on the amount paid as freight by the Indenting Officer on their behalf.

20. All above conditions will be enforced, unless written order of Director, Supplies and Disposals, Haryana are obtained relaxing any specific condition in any specific instance.

21. The quotations not strictly in accordance with the above conditions are liable to be rejected without consideration.

22. Without prejudice to other rights of the Director, Supplies and Disposals, or the Indenting Officer, the contractor shall be liable to pay at the rate of ten per cent of the value of the order by way of liquidated damages which shall be recoverable from any amount due to the contractor whether under this or any other contract of account.

CONDITIONS

1. The approved sample may be sealed and signed in this office immediately by the Contractor on receipt of the order.

2. A sufficient number of samples according to the approved Pattern for supply of one each the indenting officers and two spares be supplied by the contractors, and got approved from his office in the first instance within———days.

3.(i) The inspection of the goods will be carried out by consignees at Destination/By the Director, Supplies and Disposals, Haryana at———or by officers/Officer APPOINTED BY HIM.

The rejected goods will have to be removed by contractor within 10 days of despatch of advice from the inspecting officer failing which the goods will lie at the risk of the contractors.

(ii) The rejected goods must be replaced by the contractors within 15 days of the despatch by the indenting officers of the registered notice intimating that the goods have been rejected failing which the indenting officer will be entitled to make risk purchase without any further reference to contractor.

(iii) If the contractor claims that the goods supplied by him are strictly according to the approved sample he may file an appeal with Director, Supplies and Disposals, under intimation to the indenting officer within 5 days of the receipt of the regd. notice from the Indenting Officer. Where such an appeal has been filed the indenting officer will hold the goods with him till the final decision of the Director, Supplies and Disposals, Haryana.

4. A sum of Rs.———may be deposited by the contractors as security for due fulfilment of this order pledged in favour of the Director, Supplies and Disposals, Haryana. This amount may be deposited in any recognised Bank or Government Treasury or Post Office and the deposit receipt must be sent to this office within a week.

5. The supply must be completed satisfactorily within the stipulated period failing which the Director, Supplies and Disposals, reserves the right to purchase or allow the indenting officer to purchase the goods at the risk of the contractor provided that where goods are not supplied according to the muster pattern and on account of urgency of the demand indenting officer decides to retain the inferior goods the contractor will be entitled to receive payment not at the contract, but at the rate fixed by the Director, Supplies and Disposals, Haryana, with due regard to the quality of the material supplied.

6. All disputes between arising out of this contract or in relation thereto or with respect of to the meaning or effect of any terms or condition of the contractors right or liabilities of the parties under this contract shall be referred for arbitration to any officer appointed by the Haryana Government acting as such at time of the reference and the award of the arbitration shall be conclusive and binding on the parties.

7. The contractors shall despatch material "FREIGHT PAID" in all cases where their offer is F.O.R. destination. In the event of their failure to do so a

penalty of 5 per cent Per annum will be charged on the amount paid as freight by the indenting officer on their behalf.

8. In case of controlled goods by the Government the rates accepted on the reverse are subject to controlled rate and other conditions laid down by the Government and you will be paid at the controlled rates or rates offered by you had which ever is lower.

9. Without prejudice to other rights of the Director, Supplies and Disposals, or the indenting officer the contractor shall be liable to pay at the rate of the ten percent of the value of the order by way of liquidated damages which shall be recoverable from any amount due to the contractors whether under this or any other contract of account.