

**Revised Manual of Office Procedures for
Procurement by the Government
Departments**

Government of Maharashtra

Department of Industry, Energy and Labour

Government Resolution no. Bha.kha.sa-2014/ Pra. Kra. 82/Section-III/Industry-4,

Madam Kama Road, Hutatma Rajguru Chowk,

Mantralaya, Mumbai 400 032

Date 1 December, 2016

- Ref: 1. Government Resolution, Department of Industry, Energy and Labour vide no. Bha.kha.sa 1088/ (2512)/Industry-6, Dated 2 January, 1992.
2. Government Resolution, Department of Industry, Energy and Labour vide no. Bha.kha.sa 2014/ Pra. Kra. 82/Section-III/Industry-4, Dated 30 October, 2015.

Introduction:

Government/Semi Government Offices/ Board/ Corporations/Government Enterprises/Institutes/Autonomous Bodies/Zilla Parishad/ Municipal Corporations/Municipality/ Local Bodies and Public Enterprises etc. needs to purchase various items. A 'Manual of office procedure for purchase of stores by the Government Departments-1978' had been prepared and was in use. In turn, the subsequent communication facilities, decentralization of industries and availability of items necessary for the government throughout the state, the need of government offices to change the contents of the items, rise of market prices in the procurement of the item, limited financial rights given to the government offices; all these factors lead to rationalization of the government decision taken for decentralization of procedure for purchase and the duration by the Central Store Purchasing Organizations, considering the necessary changes and amalgamation; The Cabinet approved the revised procurement policy which was implemented from the date 02/01/1992. However, a long period of 22 years passed after the procurement policy was issued by government on date 02/01/1992, therefore government passed the resolution of new procurement policy on 30 October 2015, which is implemented in the state from 01/11/2015. While approving the policy in the meeting of

The Cabinet on 14/10/2015, it was approved that the chief secretary should take review after 3 months of the practical problems faced while actual implementation of this new policy. It was directed that the proposal of such amendment in policy should be submitted before the Cabinet. After comprehensive consideration of the matter and taking into consideration of feedback received from concerned departments, the proposal of 27 amendments was submitted in the Cabinet meeting on 18/10/2016. It was approved by the Cabinet with few more amendments. Considering this matter, it was under consideration of government to supersede the previous procurement policy published on 30/10/2015 and approving the revised new procurement policy with due amendments. In view of this, government has taken following decisions:-

Government Resolution:-

The Department of Industry, Energy and Labour Government Resolution no.Bha.kha.sa 1088/ (2512)/Industry-6, Date 2 January, 1992 and the related all government resolutions, circulars issued by Department of Industry, Energy and Labour along with **Government Resolution No. Bha.kha.sa 2014/Pra.Kra.82/Section-III/Industry-4, Date 30 October, 2015**; are superseded and the government has approved “**Revised Manual of office procedures for Procurement by the Government Departments**”. Accordingly, all purchasing departments shall follow the procedures of this manual to purchase the goods required for them.

2. It has been observed and revealed by the Government that Government enterprises, autonomous institutions, corporations are purchasing the items required for them without following the Government purchase procedures. However, it has been cleared in the said policy in paragraph 2.4 that the said policy is applicable to the all departments under State Government / Offices / Public Sector Business Or Enterprises / Company holding more than 50% Government Shares / District Council / Corporation / Municipality / Town Council / Any Institution established under the law of Assembly Or Board Or Corporation Or Authority Or Society Or Pledge Or Autonomous Institutions and any institute that can be notified by state government under the purpose of purchasing manual as a purchasing body; and state government aided institute. It is mandatory to follow the procedure presented in the said policy immediately. Accordingly,

administrative departments shall issue clear instructions to their allied above bodies for implementation of the said procurement policy.

3. The said manual of office procedures for Procurement shall be applicable to the state with effect from 01/12/2016. However, if any department has initiated the purchase of items as per the policy of 30/10/2015, can complete the procurement process with earlier policy rules and regulations. However, any purchase procedure after dated 01/12/2016, should be as per revised procurement manual.

4. The scope of the manual will be as mentioned in the paragraph 2.5.

5. All administrative departments should immediately constitute purchase committee to carry out purchase procedure as per paragraph 2.9.2 of purchase manual. Also, Ministerial administrative department (Self) level/ divisional level/ district level purchase department/ offices should constitute purchase committee as per paragraph 2.9.3 and paragraph 2.9.4. If the committees are already formed as per the policy date 30/10/2015, they are not needed to reform again.

6. As mentioned in paragraph 2.11 of the revised procurement manual, the Central Store Purchase Organization (C.S.P.O.) has been retained. However, Central Store Purchase Organization will do the rate fixation of items only for organizations of blind and disabled, also, Maharashtra State Handloom Corporation/ Federation (Mahatex).

7. The purchase procedure to be carried out by one/two or more departments is mentioned in paragraph 2.12 (a) (b). Accordingly, any item is required to buy for more than one department, secretaries of the concerned department after having discussions can do the rate contract through a joint committee or the item is required to buy for more than two department, concern administrative department should forward the demand to Central Store Purchasing Organization (C.S.P.O.). The procedure described in paragraph 2.12 should be followed for the same.

8. The types of purchase are detailed out in paragraph 3.2 of the manual, departments by taking into view their requirements should consider the type of purchase. In accordance to this manual, the tenders whose estimated cost is more than 3 lakhs should be invited by e-tender procedure to satisfy open competitive tender process.

9. The purchasers have facility to buy the items by calling quotations for purchase up to 3 lakhs as mentioned in paragraph 3.2.3 of the manual. However, the price of the purchased item through quotations should not exceed Rs. 3,00,000 per financial year; which shall be strictly followed by the purchasing department. In addition, the purchasing departments are also given facility to buy items through DGS & D. The purchasers should follow the provision provided in paragraph 3.2.3.

10. The Government has made the provision in paragraph 3.1.2.9 of the purchase policy to promote the start-up units and the purchaser should follow them.

11. A new method of purchase 'Expression of Interest' is included in paragraph 3.2.8 of the revised procurement policy and the purchase departments can follow it as per their requirement.

12. If the tender exceeds Rs 3 lakhs (3,00,000/-), it will be mandatory to follow procedure of e – tender, as mentioned in paragraph 4.1. The procedure and guidelines to be adopted for e-tendering are available on the website- <http://mahatenders.gov.in>.

13. All purchasing administrative departments/offices before buying any goods should commence procurement process after receiving administrative approval. Every administrative department/office Head should give administrative approval within the financial limit allotted, and the approval should be as per the financial rules. The procurement departments should follow the provisions mentioned in paragraph 2.13 for administrative approval.

Authorities like Zilla parishad, Municipal Corporation, Municipal council, any institute established under the law of assembly/board/ Corporation/ Authority/ authority / autonomous institute etc. will be able to take administrative decisions as per provision in their law.

14. The procedure for procurement from Jail Department as per paragraph -5.11, procurement from Ex-Servicemen Training and Production center, Satara paragraph 5.12, procurement from Haffkin Institute as per paragraph 5.13, procurement from micro and small industries as per paragraph 5.14, procurement from institutes for blinds and disables as per

paragraph 5.15, procurement from Maharashtra State Handloom Corporation / federation (Mahatex) as per paragraph 5.16, and procurement from government corporations / undertakings as per paragraph 5.17 is prescribed and all procurement offices should be careful in following the same.

15. As per the facilities given by Ministry of Micro, Small & Medium Enterprises, of Central Government with order dated 23.03.2012; the 241 number of products are reserved for procurement from registered Micro, Small & Medium Enterprises (Appendix-17). The tender process should be accorded for the purchase of these items. In such tenders, only Micro, Small & Medium Enterprises or Maharashtra State Small Industries Development Corporation can participate. If the Procurement office invites composite tender for the items mentioned in Appendix-17, and there are chances that Micro, & Small Industries unable to participate in the tender, the reserved items can be grouped and separate tenders should be published for every group. Since, Micro and Small Industries cannot compete with large companies and the 241 items are reserved for Micro and Small Enterprises, the large companies should not participate in tender.

As per provision in Appendix-8 of purchase policy, the micro and small, medium enterprises registered under MSMED Act-2006 are exempted from paying tender form fee and earnest money deposit (EMD). Government Boards/Corporations/Undertakings and Micro, Small and Medium Enterprises registered manufacturers and suppliers are exempted from the tender form fee and Earnest money deposit. This will be mandatory to all procuring offices.

16. This procurement manual supersedes all the previously purchase related published manuals/ government resolutions/circulations etc. However, till the purchase related prescribed forms are finalized, the prescribed forms from 'Manual of office procedure for purchase of stores by the Government Departments- 1978' should be used as needed. In future as required, the government resolutions/circulations/orders/prescribed forms and formats etc. will be issued by Department of Industry

17. This Government Resolution is issued with consent of finance department with unauthorized reference no. 227/16 /vyay-16, Date. 20/07/2016.

18. The said Government Resolution is available on the government website with code number- 201612021708269510. This order is signed with digital signatures.

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

Apurva Chandra

Digitally signed by Apurva Chandra
DN: c=IN, o=Government Of Maharashtra, ou=Industries
Energy and Labour Department, postalCode=400032,
st=Maharashtra,
2.5.4.20=ef180eb72d56ae9c4eac431827e0f11db2fd6c6cefdec
88934146488127abec3, cn=Apurva Chandra
Date: 2016.12.02 17:13:50 +05'30'

(Apurva Chandra)
Principal Secretary (Industry)

To,

- 1) Honorable Governor's Principal Secretary
- 2) Honorable Chief Minister's Principal Secretary
- 3) All Honorable Ministers/State Minister's private secretary/personal assistant
- 4) All Members of Parliament in the state of Maharashtra
- 5) All honorable members of the State Assembly and State Vidhan Parishad or General Council
- 6) Honorable Chief Secretary
- 7) Additional Chief Secretary / Principal Secretary / Secretary of all the ministerial departments
- 8) Manager, branch the original judgment, the High Court in Mumbai / Nagpur / Aurangabad (letter)
- 9) Manager, Appeals Division, High Court, in Mumbai / Nagpur / Aurangabad (letter)
- 10) Secretary, Maharashtra Public Service Commission, Mumbai (letter)
- 11) Secretary, Maharashtra Legislature Secretariat, Mumbai (2 copies)
- 12) Manager, Lokayukta's office and Uplokayuktas, Mumbai
- 13) Deputy Secretary of Maharashtra State Chief Information Commissioner
- 14) Development Commissioner (Industry), Directorate of Industries, a new administrative building, Mumbai-400032
- 15) All Divisional Commissioner, Maharashtra State

- 16) Director General of Police, Mumbai
- 17) Inspector General of Registration and Stamp, Maharashtra, Pune
- 18) Commissioner (Agriculture), Commissionerate of Agriculture, 3rd floor of the central government building, Pune 411001
- 19) Commissioner, Animal Husbandry, Maharashtra, Pune
- 20) Commissioner (Fisheries) Taraporvala aquarium, Churney Road, Mumbai
- 21) Commissioner (Dairy farming) Warli Dairy, Warli sea face, Mumbai
- 22) Director of Education, Directorate of Education (Secondary And Higher Secondary), Pune, Maharashtra
- 23) Director, Accounting and Treasury, Administrative Building, Opposite Mantralaya, Mumbai
- 24) Sales Tax Commissioner, Sales Tax Building Mazgaon, Mumbai
- 25) Director, Government Printing and Stationery sancanalaya Churney Road, Mumbai
- 26) Director of Social Welfare, Government of Maharashtra, Pune
- 27) Director of Medical Education and Research, Government Dental College, CST Mumbai
- 28) Tribal Development Commissioner, Nashik
- 29) Commissioner sugar, Sugar Commissionerate, Pune
- 30) Marketing Director, Marketing sancanalaya, Pune, Maharashtra
- 31) Director (Textiles) Textiles sancanalaya Nagpur
- 32) Commissioner of Women and Child Development, Pune
- 33) Additional Director General of Police and Inspector General of Prisons, Maharashtra, Pune
- 34) Department Chief Of The Ministry And All Other Major Offices Under Departments (by the respective administrative departments)
- 35) All Collectors, Maharashtra
- 36) Maharashtra Chief Executive Officer of the District councils
- 37) General Accounting and Licensability, Maharashtra – 1, Mumbai
- 38) General Accounting and Audit, Maharashtra – 1, Mumbai
- 39) General Accounting and Licensability, Maharashtra – 2, Nagpur
- 40) General Accounting and Audit, Maharashtra – 2, Nagpur
- 41) Chief Auditor, Local Fund Audit, Konkan Bhavan, Navi Mumbai 400614
- 42) Pay and Accounts Officer, Mumbai

- 43) Resident Audit Officer, Mumbai
- 44) All District Treasury Officer
- 45) All The Commissioner, Municipal Corporation, Maharashtra State
- 46) All Authorities Of Town Council
- 47) Member Secretary, Maharashtra Pollution Control Board, Chatrapati Shivaji Market building, 4th floor, Paltan Road, Mumbai 400001
- 48) General manager, Maharashtra State Road Transport Corporation, Transport Building, Dr. Anand Nair Road, Mumbai-400008
- 49) Maharashtra State Electricity Board Chairman, Hong Kong Building, Mahatma Gandhi Road, Mumbai 400001
- 50) Managing Director, State Industrial and Investment Corporation (SICOM) Nirmal Building, 1st floor Nariman Point, Mumbai 400021
- 51) Managing Director, State Power Loom Corporation, Mumbai
- 52) Managing Director, Konkan Development Corporation, Warden house, 5th floor, Sir P. M. Road, Mumbai 400001
- 53) Managing Director, Marathvada Development Corporation, Vikas Bhavan, Dr. Rajendraprasad Road, Aurangabad 431001
- 54) Managing Director, Western Maharashtra Development Corporation, Kubera Chambers, Red cross house, near Sancheti Hospital, Dr Rajendraprasad Road, Pune 411005
- 55) Managing Director, Vidarbha Development Corporation, Mahajan building, Main Road, Sitabardi, Nagpur – 12
- 56) Managing Director, State Textile Corporation, Lotus house, 33 – A, New Marine Lines, Mumbai 400020
- 57) Managing Director, Maharashtra Electronic Corporation, Plot no 214, Back bay Reclamation, Raheja Center, 12th floor, Nariman Point, Mumbai, 400021
- 58) Managing Director, Maharashtra Small Scale Development Corporation, ‘Krupanidhi’, 9, Walchand Hirachand Road, Belard Estate, Mumbai 400038
- 59) Chairman, Maharashtra Petrochemicals Corporation, C/O (SICOM) Nirmal Building, 1st floor Nariman Point, Mumbai 400021

- 60) Managing Director, Forest Development Corporation of Maharashtra, 6-A Navaj lay out, Tilak Nagar, Amaravati Road, Nagpur 10
- 61) Managing Director, Maharashtra State Board of Agriculture, 370, Bhakhurda, Senapati Bapat Road, Pune 411016
- 62) Managing Director, Maharashtra State Warehousing Corporation, Plot no B, Survey no 583, Market Yard, Gultekadi, Pune 411009
- 63) Managing Director, State Fishery Development Corporation, M K M International House, 178, Back Bay Reclamation, B M Chinnoy Road, Mumbai 400020
- 64) Managing Director, Maharashtra State Oil Seeds Corporation of Commerce and Industry, 201, Jolly Bhavan no. 2, 2nd floor, New Marine Lines, Mumbai 400020
- 65) Managing Director, Maharashtra Agriculture Fertiliser Promotion Corporation (MAPCO), Mistri Bhavan, 6th floor, Dinshaw Vachcha Road, Mumbai 400020
- 66) Managing Director, State Sheep and Goat Development Corporation, Mendhi Farm, Gokhale Nagar, Pune 411016
- 67) Managing Director, Maharashtra State Seeds Corporation, Plot no. 8, Shastri Nagar, P N No 19, Amankhan Plot, Akola 444001
- 68) Managing Director, State Handloom Corporation, M S H C Complex, Behind Sut Girnai, Umar Road, Nagpur 440009
- 69) Managing Director, State Power Street Corporation, Vashani Chambers, 1st floor, New Marine Lines, Mumbai 400020
- 70) Managing Director, Maharashtra Land Development Corporation, New Administrative Building, Agriculture College Compound, Shivaji Nagar, Pune, 411005
- 71) Vice President, Housing authority of Maharashtra Regional Development Corporation, Gruhanirman Bhavan, Kalanagar, Bandra (East) Mumbai 400051
- 72) Managing Director, State Irrigation Development Corporation, New Administrative Building, Agriculture College Compound, Shivaji Nagar, Pune, 411005
- 73) Chief Executive Officer, Maharashtra industrial development corporation, Mahakali Road, Marol, Andheri (East), Mumbai 400093

- 74) Managing Director, Maharashtra City and Industries Development Corporation (CIDCO), Nirmal Building, 2nd floor Nariman Point, Mumbai 400021
- 75) Metropolitan Commissioner, Mumbai Metropolitan Region Development Authority (BMRDA), Gruhanirman Bhavan, Bandra (East), Mumbai 400051
- 76) Managing Director, State Housing Corporation, N C C Nehru Memorial Hall, 4 – A, Dr Ambedkar Road, Pune 400001
- 77) General Manager, Mahatma Phule Backward Class Development Corporation, Juhu Supreme Shopping Center, Gulmohor Cross Road no. 1, J V P D Scheme (Other), Vile Parle (West) Mumbai 400049
- 78) Managing Director, Women's Economic Development Corporation, C D O Barack no. 9, Near Yogakshema, Madam Kama Road, Mumbai 400020
- 79) Chief Executive Officer, Maharashtra State Khadi and Village Industries Corporation, Balarakshak Vidyalaya, 19 / 21 Manohardas Road, Mumbai 400001
- 80) Managing Director, Maharashtra Tribal Development Cooperative Corporation, Adivasi Vikas Sankul, New Administration building, 2nd floor, near Ramabai Ambedkar Girl's School, old Agra Road, Nashik – 2
- 81) Managing Director, State Development Corporation Leather Industry, Bombay Life building, 45, Veer Nariman Road, 5th floor, Mumbai 400023
- 82) Managing Director, Maharashtra Tourism Development Corporation, Express Tower, Nariman Point, Mumbai 400020
- 83) Managing Director, Maharashtra Film, Stage and Cultural Development Corporation, Film city, Goregaon (East) Mumbai 400065
- 84) Managing Director, Maharashtra State Mining Development Corporation, Abhyankar Nagar, Nagpur 440010
- 85) Managing Director, State Foreign Service Scheme and the Export Operation Corporation (MOPBC) X K building, 2nd floor, Narottam Morarji Road, Balard Estate, Mumbai 400038

- 86) Managing Director, Maharashtra State Financial Corporation, 9th floor, New Excelsere Building, Amrut Keshav Nayak Road, Mumbai 400001
- 87) Managing Director, Kolhapur Film City Corporation Limited, Bombay Morewadi, Tq. Karveer, Dist. Kolhapur
- 88) Managing Director, Lokashahir Annabhau Sathe Development Corporation, Building no. 5, V. R Desai Road, Azad Nagar no. 2, Andheri (West), Mumbai 400058
- 89) Managing Director, Vasant Rao Naik Nomadic tribes are nomadic and Development Corporation, Juhu, Supreme shopping center, Gulmohor Cross Road, no. 9, J V P D Scheme (North), Vile Parle (West), Mumbai 400049
- 90) Managing Director, State Handloom Cooperative Union (mahatex), 1st floor, Vashani Chambers, 47, Sir Vithaldas Thackarsey Road, Mumbai
- 91) Managing Director, Buy Sell State Cotton Growers Association, Gautam building, Zakeria Bandar road, Shivdi, Mumbai 400015
- 92) Managing Director, Maharashtra State Oil Seeds Manufacturers Association, 24, Ramdar Colony, Shilapeth, Jalgaon, 425001
- 93) Member Secretary and Director, Maharashtra Energy and Development Association (MEDA), New Kamani Chambers, Ramjibhai Kamani Road, Balard Estate, Mumbai 400038
- 94) Director, Haffkinn Institute for training research and testing, Acharya Donde Road, Parel, Mumbai 400012
- 95) Welfare Commissioner, Maharashtra leather welfare Board, Mumbai Kamgar kreeda bhavan, Senapati Bapat Road, Balard estate, Mumbai 400030
- 96) Director, The former military training production center in Satara
- 97) All Joint Secretary Deputy Secretary / Under Secretary / Sections of Industries, Energy and Labour Department.
- 98) Select file (Industry 4)

Abbreviations:

1.	A / L	Acceptance letter
2.	A / T	Acceptance of Tender
3.	AMC	Annual Maintenance Contract
4.	BOQ	Bill of Quantities
5.	CIF	Cost, Insurance and Freight
6.	ED	Executive Director
7.	EMD	Earnest Money Deposit
8.	GCC	General Conditions of Contract
9.	FBS	Fixed cost estimate sheet
10.	FCA	Free Carrier
11.	FOB	Freight on Board
12.	FP	Financial Proposal
13.	INR	Indian Rupee
14.	ITB	Invitation to Bid
15.	L1	Lowest rate in Tender
16.	LCS	Low Cost Selection
17.	LPP	Lowest Purchase Price
18.	OEM	Original Equipment Manufacturer
19.	PA	Purchase Authority
20.	PO	Purchase Order
21.	QA	Quality Assurance
22.	QBS	Quality Based Selection
23.	QCBS	Quality and Cost Based Selection
24.	RFP	Request for Proposal
25.	RIR	Receipt and Inspection Report
26.	R/R	Railway Delivery Receipt
27.	SCC	Specific Conditions of Contract

28.	SP	Sustainable Purchase
29.	SQS	Supplier Qualification based Selection
30.	SSS	Single Source Selection
31.	SOW	Statement of Work
32.	T/E	Tender Enquiry
33.	TP	Technical Proposal
34.	TOR	Terms of Reference

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Chapter No. 1

Definitions and Interpretations

1. Important terms / aphorisms are defined as follows unless they mean something else than the defined meanings in context to particular text;
 - A) “Acceptance of tender” means the letter or memorandum communicating the tenderer for the acceptance of his tender;
 - B) “Ancillary Undertakings” means ancillary units as defined by the Govt. of India under Industries (Development and Regulation) Act from time to time.
 - C) “Tender” means the formal offer made by a firm/person in pursuance of an invitation by the procuring.
 - D) “Date of Tender” means the deadline specified by the procuring entity for receiving Tenders in the course of a Tender process
 - E) “Tenderer” is individual presenting the tender, with whom contract could be made on the completion of procurement process and includes his heirs, executors administrators or successors and permitted assignees, as the case may be;
 - F) “Tender Document” means the documents issued by purchasing entity, including any amendments thereto, that set out the terms and conditions of the given procurement and may include schedule of works, rates, requirement of goods or services, technical specifications, procedure and criteria for selection and such other particulars as may be necessary for inviting tenders for any procurement and shall include any invitation or request for pre-qualification, pre-selection, qualification, proposal or tenders, as the case may be;

- G) “Tender process” means the entire process comprising the invitation of application proposals or tenders, selection of preferred or successful tenderer and execution of the procurement contract or framework agreement and includes pre-selection, pre-qualification, short-listing, pre-tender meetings, negotiations and all other processes and communications incidental or consequential to the particular procurement, but does not include any action or process subsequent to the coming into force of the procurement contract;
- H) “Tender security” means a security provided by the tenderer to the procuring entity to secure the fulfillment of any obligation specified in the tender documents and includes such arrangements as bank guarantee, surety bonds, Banker’s checks or cash deposits;
- I) “Contract” means the agreement between purchaser and supplier and includes the tender document, subsequent corrigendum, accepted proposal from the tenderer and subsequent contractual document finalized for the execution of the work;
- J) “Competition”, when used with respect to procurement, means that all entities having the requisite physical and financial capacity, experience and qualifications, as the case may be, are permitted to submit their tenders or proposals, and “competitive” shall be construed accordingly;
- K) “Confidential information” means any information that the procuring entity is entitled to deny or withhold
- L) “Contract Value” means that amount which is specified in the procurement contract as payable by the procuring entity for the subject matter of the procurement to be provided by a vendor/supplier under that contract, and in the case of a

concession agreement, means the amount specified as the termination payment;

- M) “Concession agreement” means an agreement entered into between a public entity and a private entity for a public private partnership project;
- N) “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public office in the procurement process or in contract execution
- O) “Demanding officer” means the authority in the from government departments who have been duly authorized to place purchase orders directly on the rate contract holding firms/suppliers with whom rate contracts have been concluded by the central purchase organizations for the particular items/goods/services
- P) “Electronic reserve auction” means an online real-time purchasing technique utilized by the procuring entity to select the successful tender, which involves presentation by tenderers of successively lowered tenders during a scheduled period of time and the automatic evaluation of tenders;
- Q) “Fraudulent practice” means misrepresentation of facts in order to influence a procurement process or execution of a contract, to the detriment of the purchaser and includes collusive practices among tenderers designed to establish tender prices at artificial noncompetitive levels to deprive the purchaser of the benefits of free and open competition
- S) “Government company” means a company formed and registered by the government under Companies Act 1956, and in which not less than 51% of the paid-up share capital is held by the state/central government.

- T) “Goods” means raw material, commodities, equipments, products, electricity and other objects or assets of every kind and description, in solid, liquid, or gaseous form, and includes services incidental or consequential to the supply of goods if the value of those services does not exceed that of the goods themselves;
- Z) “Person” means and includes one or more individual, partnerships, associations, societies, companies, trust, trustees, receivers, legal representatives or other legal or juristic persons;
- AA) “Purchase officer” means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the purchaser;
- BB) “Potential tenderer,” means any person including a consortium (that is, association of several persons or firms or companies) likely to be a tenderer;
- CC) “Purchase” or “public procurement” means acquisition by purchase, lease license or otherwise of goods, works or service or any combination thereof, including award of public private partnership projects, by a procuring entity; whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition of goods, works or services without consideration, and the term “procure” or “procured” shall be constructed accordingly;
- DD) “Purchase contract” means a contract entered into between the procuring entity and a successful tenderer relating to the subject matter of procurement;

- EE) “Procurement process” means the process of procurement extending from the issue of invitation to pre-qualify or to register or to tender, as the case may be, till the award of the procurement contract;
- HH) “Rate contract” means a framework agreement for the supply of goods at specified rates during the period covered by the contract. No quantity is mentioned in such a contract and the contractor is bound to accept the order which may be placed upon him during the currency of the contract by the “Demanding officer”.
- II) “Risk purchase” means of repurchase goods / services at the risk and cost of the defaulting contractor.
- KK) “Site” means the place specified in the tender/ work order / contract at which the work is required to be executed by the supplier under the contract or any other place approved by the officer for the purpose;
- LL) “Standards” means the criteria for determining the efficiency and effectiveness of the procurement contract by measuring the performance of the various elements such contract and the outcomes thereof;
- MM) “Small Scale Industry” means small scale industries as defined by Government of India under Industries (Development and Regulation) Act from time to time.
- NN) “Subject matter of procurement” means any item of procurement whether in the form of goods, services or works or combination thereof;

- OO) “Sealed envelope” means a document or set documents enclosed in a completely closed and glued (sealed) envelope bearing a company seal or signature of an authorized signatory across all sealed edges of the envelope
- PP) “Service” means any subject matter of procurement other than goods or works, except those incidental or consequential to the service, and includes physical, maintenance, professional, intellectual, consultancy services or any other service classified or declared as such by a procuring entity but does not include appointment of an individual made under any law, rules, regulations or order issued in this behalf;
- QQ) “Tests” means such tests as are prescribed by the particulars or considered necessary whether performed or carried out by the inspecting officer or any other agency acting under the direction of the inspecting officer;
- RR) “Unit and Quantity” means the unit and quantity specified in the tender / work order / contract;
- TT) “Work order” or “purchase order” means an order for supply of goods and services as per the tender/demand from the purchaser;

Chapter No. 2

Background

- 2.1 The Constitution of India, Article 299 - Contracts
- 2.2 Constitution of India, Article 166 - To Conduct business of the Government
- 2.3 The Objectives of the manual
- 2.4 Departments and Offices covered under Manual
- 2.5 Scope of manual
- 2.6 Principles of Purchase
- 2.7 Procurement Ethics
- 2.8 Review of Manual provisions
- 2.9 Constitution of various purchase committees and its Authorities
- 2.10 Procurement Officer
- 2.11 Functions of Central Store Purchase Organisation (C.S.P.O.)
- 2.12 Purchase Procedure through more than one/two departments
- 2.13 Administrative approval

2. Background

Procedure of purchase involves doing the analysis of requirements, estimations, to invite tender, receive tender, to evaluate tender, to issue work order / purchase order, to execute the agreement, supply goods/services and payment to the supplier.

At the apex of the legal framework of the Constitution of India governing public procurement is Article 299, it is stated in this article that the legally binding agreement of government must be written by such officers, to whom special authorities have been given. The same Article is elaborated below.

2.1 Constitution of India Article 299 - contract

All contracts executed by the union or state, will be taken as executed by The President or state Governor; and all contracts or property transfers will be by a person appointed by or directed by The President or state Governor.

Neither The President nor the Governor personally liable in respect of any contract or assurance made or executed for the purposes of this Constitutions or for the purposes of any enactment relating to the Government of India heretofore in force, nor shall any person making or executing any such contract or assurance on behalf of any of them be personally liable in respect thereof.

2.2 Constitution of India Article 166- To Conduct business of the Government

All executive action of the Government of State Shall be expressed to be taken in the name of the Governor.

Orders and other instruments made and executed in the name of the Governor shall be authenticated in such manner as may be specified in rules to be made by the Governor, and validity of order on instruction which is so authenticated shall not be called in question on the ground that it is not an order or instrument made or executed by the Governor.

2.3 The Objectives of the Manual

The state Government spend the large amount of its budget for purchasing various types of goods services and implemented projects and schemes. It is imperative that these purchases are made after following uniform, transparent, systematic, efficient and cost effective procedure. The aim of the procurement Manual is to establish such procurement procedure as well as provide instruments and further guidance for carrying out the procurement activities.

2.4 Departments and Offices covered under Manual

The provisions of this manual shall apply to following procurement departments/offices.

1. Any department/office under state government with authority to purchase;
2. Any Public sector Enterprise or Undertaking owned or controlled by the State Government;
3. Any company in which more than 50% of the paid-up share capital is held by the state government;
4. Local self governing bodies like Zilla Parishad, Municipal Corporations, Municipal councils/Town Council etc;
5. Any boards or Corporations or Authority or Society or Trust or Autonomous body (by whatever name called) established or

constituted in the act of Legislative assembly or a body owned or control by the state Government.

6. Any other institute is the state government may, by notification, specify to be a procurement entity for the purpose of this manual, being an institute that receives substantial financial assistance from the State Government in so far as the utilization of such assistance towards procurement in concerned.

2.5 Scope of the Manual

The scope of procurement under this manual is procurement of goods. It will not include the purchase of services or civil work or transportation etc. However, the contracts of services required for administrative departments can be done by Swiss challenge purchase procedure as mentioned in paragraph 3.2.7 of manual. In case of any deviations and exceptions in procurement of goods, from the process and guidelines mentioned in this manual, prior approvals will be required from Industries Department.

The references numbers provided in the manual are estimates generated from Industries practices, past experiences and study of similar policies. Such references are to be used as a base references and are indicative in nature, which may change from case to case basis.

This Manual will supercede all the previous Manuals/Government Resolutions /circulars issued from time to time regarding purchase of the goods by Government of Maharashtra. However, the prescribed forms relate to procurement from 'Manual of office procedure for purchase of stores by Government Department-1978' will be used until the prescribed forms of this manual are finalized. The Government Resolutions / circulars /

Orders / prescribed forms etc regarding purchase will be issued by the Department of industries as and when needed in future.

All the queries related to purchase manual should be directed to Development Commissioner (Industries). The decision of the Development Commissioner (Industries) would be final in such regards.

This manual is meant for office use, private parties will not be permitted to cite any provision of the manual as justification for any action or any omission in regard to their contractual obligation 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 any other member of public having dealings with the purchasing authorities.

The provisions of this Manual will not be applicable to the Rate Contracts/ Quotations by Directorate of Information Technology. In spite of the provisions mention in this Manual, the Directorate of Information Technology will not have any binding to make their separate Rate Contract. They will have their own Manual for purchase.

2.6 Principles of Purchase

The Principles of public procurement are based on stewardship concept. The term stewardship, generally refers to the careful and responsible management of something interested to one's care. Government Departments are stewards of public fund which have been provided in trust by people to fulfill specific purposes. A major

part of the funds are spend for the purpose of purchase, for which there are many stakeholders, whether as taxpayers, suppliers or beneficiaries. These stakeholders needs to be assured that the fund is being utilized correctly and for the benefit of interests groups. Thus, there is special demand on the entrusted Organisation in terms of achieving value for money, ethics, efficiency, transparency and accountability. It is these expectation that form the basis of public procurement principles.

The Purchaser, while managing the public fund, should follow all the principles of procurement and its services must delivered with a high level of professionalism which justified its involvement and adds value to the client.

Following general principles must be followed while undertaking the procurement activities.

1. Optimum value for money
2. Integrity, Transparency and honesty
3. Optimum competition
4. Long term Interest of the Government
5. Sustainable Procurement Policy
6. Measures to prevent corrupt practices

By applying these principles in the procurement process, the purchaser can ensure effective and purposeful implementation of its activities by avoiding wastage of resources, producing the most appropriate solutions at all times, and addressing the needs of the organization. Outline of each principle and expectation towards those involved in procurement process in relation to the procurement principles are provided below.

2.6.1 Optimum Value for Money

Optimum value for money is the trade-off between the price and performance that provides the greatest overall benefit under the specified selection criteria. It means the selection of the offer which presents the optimum combination of factors such as appropriate quality, service, life cycle cost and other parameters to best meet the defined needs.

This does not necessarily means that one should go for the lowest price option but rather the price should give best returns on our investments, taking into consideration the evaluation criteria specified in the tender document. It requires an integrated assessment of technical, commercial, organizational and pricing factors into consideration for their relative importance.

This principle of optimum value for money should be applied to entire process of procurement in order to attract the offers effectively meets the stated requirements of the end users.

Buyers should ensure that the following points are followed for the procurement to meet the optimum value for money principle:-

1. More the competition the better;
2. Ensure selection of the supplier whose offer as the highest degree of realism and whose performance is expected to best meet the specified requirement of the organization;
3. Impartial and comprehensive evaluation of offers in a timely manner;
4. Careful consideration of all possible cost;
5. Carefully established criteria of evaluation;
6. The purchase price should not exceed the maximum retail price (MRP); and

7. In cases where government needs to make distribution for welfare schemes, direct bank transfers must be preferred over procurement of goods for beneficiaries.

2.6.2

Integrity, Transparency and honesty

Integrity

The manner in which the procurement carried out must give all internal and external stakeholders of the Organisation the assurance that the process is fair. In order to give assurance of fair process, the Organisation and its personnel must first of all maintain fairness while carrying the procurement process. The procurement process being fair, means equitable, impartial, unprejudiced, unbiased and objective. It essentially means doing what is legally and ethically right or proper.

Transparency

Transparency ensures that any deviations from fair and equal treatment are detected very early in the process, and makes such deviations less likely to occur. A transparent system has clear rules and mechanisms to ensure compliance with those rules (unbiased specifications, objective evaluation criteria, standard tender documents, equal information to all parties, confidentiality of offers etc.) Records are open, as appropriate for inspection by auditors, unsuccessful suppliers can be briefed on the strength and weaknesses of their own offers, and contract information is disclosed publicly.

Honesty

Honesty is one more important characteristics of the procurement process. This relates to soundness of moral character,

having sense of honesty and truthfulness in regard to the motivations for personal and organizational behavior, adherence to commonly accepted moral and ethical principles, impartiality and incorruptibility.

The principles of honesty shall mean the following:-

A) Prohibiting:-

- 1) Any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
- 2) Any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- 3) Any Collusion, Tender rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- 4) Improper use of information shared between the procuring entity and the Tenders with an intent to gain unfair advantage in the procurement process or for personal gain;
- 5) Any financial or business transactions between the Tenderer and any official of the procuring entity;
- 6) Any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- 7) Any obstruction of any investigation or audit of a procurement process;

B) Disclosure of conflict of interest (like any member of the DPC being a family member of the owner/senior management of the Tenderer)

- C) Disclosure by the Tenderer of any previous transgressions with any entity in any country during the last three years or of any debarment by any other procuring entity.

2.6.3 Optimum Competition

Optimum competition is a situation in which independent Tenderers acting on their own (not in collusion) effectively compete for the same business opportunity and submit a responsive Tender. Independence of Tenderers must be evaluated such that a person or an entity participates in the Tender process through a one unique Tender in letter and spirit. Purchaser should foster effective competition in all procurement process as a means of ensuring Integrity, Transparency and honesty and achieving best value for money. The procuring agency must take cognizance of the competition Act, 2002 and subsequent amendments the act or any new act coming into existence to replace this act in future to prevent practices having adverse effect on competition and abuse of dominance of enterprises.

2.6.4 Long term interest of the Government

Procurement in the interest of purchaser means carrying out procurement activities in the manner that best enables the purchaser and its various stakeholders to reach the general and specific objectives of the project agreements in compliance with applicable procurement procedures.

2.6.5 Sustainable Procurement Policy

Sustainable procurements is the integration of sustainable development principles in to the procurement practice. It implies

taking social and environmental consideration into account, along with traditional economic aspects, when buying goods.

The sustainable procurement concept provides Government and public sector and opportunity, through their significant purchasing power, to leverage markets to produce more sustainable goods.

2.6.6 Measures to prevent corrupt practices

The extreme case of unethical behavior is when suppliers engage in corrupt practices. The list of definitions set forth below indicates the most common types of corrupt practices among suppliers:-

- 1) **Bribes:** The act of unduly offering, giving, receiving or soliciting anything of value to influence the process of procuring goods, services or works;
- 2) **Extortion or coercion:** The act of attempting to influence the process of procuring goods, services or works or executing contracts by means of threats of injury to person, property or reputation;
- 3) **Fraud:** The misrepresentation of information or facts for the purpose of influencing the process of procuring goods, services or works executing the contracts, to the detriment of purchaser or other participants;
- 4) **Collusion:** The agreement between Tenderers designed to result in Tenders at artificial prices that are not competitive.

2.7 Ethics of Procurement

Ethics is the discipline relating to right and wrong, moral duty and obligation, moral principles and values to moral character. Most

procurement related principles, such as Integrity, Transparency, honesty and accountability are based on ethics.

Corruption and fraud in the operations of Governmental/ semi-Governmental Organisation depletes funds intended for the accomplishment of defined goals. Fraud also as a multiplier effect on diminishing GDP of a country by the illegal transfer and misappropriation of funds more often designated for lower income individuals.

All procurement personnel shall maintain an unimpeachable standard of integrity in all business relationship, both inside and outside the Organisation. Ethical conduct shall apply in all dealings with the purchasers, clients, donors, Governments, Partners and the general public. Procurement personnel shall never use their authority or office for personal gain and will seek to uphold and enhance the standing of the purchaser.

The standard of conduct for all personnel involved in procurement actions includes, but is not limited to:-

- 1) Personnel shall not allow any supplier(s) to have access to information on a particular acquisition, before such information is available to the business community at large,
- 2) Personnel shall not intentionally use unnecessarily restrictive or tailored specifications, terms of reference that can discourage competition,
- 3) Personnel shall not solicit or accept, directly or indirectly any promise of future employment from anyone who has sought or is seeking to obtain purchaser's business.
- 4) Personnel shall not have a financial interest in any supplier (s) responding to purchaser Tender exercise and are prohibited from any involved in the procurement action if they do,

- 5) Personnel shall not disclose proprietary and source selection information, directly or indirectly, to any person other than a person authorized to receive such information.

2.8 Review of the Manual Provisions

A high power Committee under the chairmanship of Chief Secretary as mentioned below shall review the scope and nature of the manual and amend it from time to time, if required:-

1.	Chief Secretary	Chairman
2.	Principal Secretary (Industries)	Member
3.	Principal Secretary (Finance)	Member
4.	Principal Secretary (Planning)	Member
5.	Principal Secretary (RDD)	Member
6.	Principal Secretary/Secretary (Information Technology)	Member
7.	Principal Secretary / Secretary (Public Health)	Member
8.	Principal Secretary / Secretary (Women and child development)	Member
9.	Development Commissioner (Industries)	Member Secretary
10.	Any invitees from other departments	Invitee

2.9 Constitution of various purchase committees and its authorities

2.9.1 High power committee for the procurement

A high power committee will be formed as per the provision in the manual for urgent order purchase, limited tender, restricted

tender, Swiss Challenge method etc. The constitution of the committee will be as follows:

1	Additional Chief Secretary / Principal Secretary / Secretary of concerned department	Chairman
2	Additional Chief Secretary / Principal Secretary / Secretary (Finance department)	Member
3	Development Commissioner (Industries)	Member

This high power committee is authorize to approve the purchase of above Rs. One Crore (Rs.1 Crore) through urgent order purchase, limited tender, restricted tender, Swiss Challenge method etc. The respective department should pass the administrative approval after the high power committee grants the proposal and the purchase procedure can be executed within the limits of the financial rules.

2.9.2 State Level Administrative Department Purchase committee

Every administrative department / office will constitute purchase committee (DPC/PC) for commencing the procedure of purchase as per the provisions of the manual. Every member of the constituted committee will be deemed to be a public servant under section 21 of the Indian Penal Code. The Head of the administrative department will be authorized to constitute the purchase committee as follows:

1	Head of the administrative department	Chairman
2	A senior officer, not less than Class-A level, handling the procurement process of concerned purchase department / office	Member Secretary
3	Administrative department representative not below level of Deputy Secretary	Member

4	Account officer, Class A or B, from Directorate of Accounting and Treasury.	Invitee
5	Joint Director of Industries (CSPO) / Representative of Directorate of Industries.	Invitee
6	Any invitee, from any department, as per the need	Invitee
7	Technical Expert, as per the need	Invitee

For the procurement of machinery/equipment, as per the requirement of department may constitute the separate technical committee to decide on technical specifications. The department will decide the format of technical committee and its working process.

The Committee by following the procedure of purchase mentioned in the manual is authorized to take every decision regarding the purchase of the department as per the provision of the manual. If the estimated value of the purchase is below Rs.10 lakhs (ten lakhs), the head of the department is authorized to purchase without calling the meeting of the departmental administrative purchase committee.

In case of any discrepancy, the guidance should be invited from the Development Commissioner (Industries). The procurement departments should carry out the various steps like preparing the tender form, to finalize the specifications, to open and analyses the technical tenders etc. by procurement department themselves. The purchase committee will be responsible for the final step i.e. commercial bid opening of procurement process.

2.9.3 Ministerial administrative department (self) Purchase committee

For the procurement of the goods required for Ministerial administrative department (self), purchase committee should be

constituted under chairmanship of Joint Secretary / Deputy Secretary as under:

1	Joint Secretary / Deputy Secretary of concerned department	Chairman
2	Representative of Directorate of Industries	Invitee
3	Representative of Directorate of Account and Treasury	Member
4	Purchase officer of concerned department	Member Secretary

2.9.4 Local purchase committee

The procurement department should constitute a committee for the procedure of purchase on local level (divisional/district level office). The constitution of the committee will be as follows:

A. Divisional level Purchase Committee

1	Head of division / Area Chief	Chairman
2	Joint Director of Industries (Divisional Office) / representative	Member
3	Divisional Officer (Department of Accounts and Treasury) / representative	Member
4	Purchase Officer of concerned department	Member Secretary

B. District level Purchase committee

1	District office head of concerned department	Chairman
2	General Manager (District Industries Center) /representative	Member
3	Officer / representative of Class A / Class B of office of Accounts and Treasury	Member
4	Purchase officer of concerned department	Member Secretary

Officers from Maharashtra Account and Treasury department Service class A and class B, are working on zonal level, district level, office level, and they should be included in the committee. However if such officers are not available, then those sent from directorate, or regional joint director, representative sent from Accounts and Treasury department class A / class B officers should be included in the committee. Similarly, a working person from collector office, Maharashtra Finance and service department grade B accountant can be involved in committee with the permission of the collector.

The heads of the related government department should authenticate these committees with certain purchasing financial limitation. The procedure should be over within one month of the commencement of the purchase policy.

All above committees should perform the procedure of purchase within their financial authorities. Purchase up to 3 lakhs through quotation need not get the approval of the committees.

All decisions regarding the purchase will be taken by departmental purchase committee (DPC) depending on the procedure of purchase provided by the manual. Any doubt should be resolved by the guidance of the development commissioner (industry). The departments can proceed the various purchase related processes as to prepare notice for tender, to finalize the specifications, to open and analyses the technical tenders etc on their own. The purchase committee will keep working till the last stage.

2.10 Procurement officer

Every department/Organisation shall identify Officer/Officers to be designated as Authorized Signatory of the purchaser to award and sign contracts on behalf of the department/ Organisation and such

authority is hereby defined as the procurement officer. Procurement officer shall not be an officer below the rank of Class-II and he should be member secretary of purchase committee.

The procurement Officer is expected to exercise duties and responsibilities with utmost care, efficiency, impartiality and integrity. Prior to any commitment being made, the Procurement officer has to ensure that:

- 1) The procurement activity strictly complies with all procurement procedures and principles specified in the manual.
- 2) Sufficient funds are available for the completing the purchase procedure.
- 3) Procurement activity is in the best interest of the concerned Organisation.

All the activities carried out shall be reported as per the reporting requirements set for monitoring the procurement process.

2.11 Functions of Central Store Purchase Organization (C.S.P.O.)

The functions of Central Store Purchase Organisation has been now limited. Hence forward the central store purchase Organisation will do rate fixation of blind and handicap institute and Maharashtra State Handloom Corporation/Federation (Mahatex). The CSPO will continue to shoulder the overall responsibility for laying down policies in respect of Government purchases along with the purchase of products required for two or more administrative departments. The guidelines formulated by CSPO from time to time will be binding on all the purchasing officers.

The CSPO will review the production capacity of institutes for reserved goods after every two years for rate fixation. If the institutes

for whom rate fixation is being done by CSPO are ready to offer discounts on single indent, then the CSPO and the concerned department can take the benefit of discount offered, in such cases the concerned departments should give the details to CSPO and considering the information received, the CSPO will get take the issue for discussion with the supplier.

The purchasing department will publish and update the information about purchase of reserved items on e-portal. The Government institutes will update the information about purchase of reserved goods purchase from various government department on e-portal. With this CSPO can observe that the institue has supplied the products within the limits of their production capacity.

2.12 Procedure of Purchase through more than one / two departments

A) Purchase through more than one department

For the purchase of items required by more than one department, a joint committee of concerned administrative departmental head after discussion can take the decision regarding purchase the items on rate contract.

OR

B) Purchase through more than two departments

For the goods required by more than two departments the demand should be placed to CSPO with all the specification, quantum, approximate price of the goods, place and duration for the supply of the required goods; should attach administrative approval and budget sanction documents; and all these things should be submitted with approval of concerned authority in prescribed form. The CSPO

purchase committee after receiving the indent will proceed for procurement process of requirement items and thereafter the actual purchasing will be executed by the related departments. The CSPO purchase committee will be constituted as follows:

1	Deputy Secretary (Industries), Department of Industry, Energy and Labour	Chairman
2	Deputy Secretary (Finance department) Mantralaya, Mumbai	Member
3	Joint director of Industries (store purchase) Directorate of Industries.	Member Secretary
4	Officer not less than Deputy Secretary grade of concerned administrative purchase department	Invitee

2.12.1 Central Store Purchase Committee – printing and Stationery

As per provision in para 2.9.4 (A) of purchase manual a Central Store purchase committee should be constituted under the Chairmanship of Director, Directorate of Government printing and Stationery, for procurement of one or more goods required for them. The committee constituted for modernization of Government printing to buy new machinery as per department of Industries, Energy and Labour GR No. mulesa-2007/pra.Kra.221/industries-4, dated 31/01/2009 under the chairmanship of Development Commissioner (Industries) is hereby stands cancelled.

As per the GR dated 02/01/1992 Appendix (2), the items were reserved for procurement by Directorate of Government Printing and stationery. However these items are not reserved in this manual. Hence the buying limit of these items for the Directorate of Government printing and stationery is not fixed. The annual purchase of one or more items of less than ten lakhs (Rs.10 Lakhs) can be

purchase through departmental committee of Directorate of Government Printing and stationery. Procurement of items worth more than Rs.10 Lakh can be done as per the guidelines of the manual. All the decisions about the purchase will be taken by the departmental Central Store purchase committee constituted under the chairmanship of the director, Directorate of Government printing and stationery.

2.12.2 Central Stores Purchase Committee- for General Elections

For the procurement of materials for the General Elections, can be purchased by urgent order purchase procedure with the certificate from Chief Election Officer, Maharashtra State. (Refer paragraph 3.3.1 from manual) Following Central Stores Purchase Committee has to be constituted for the said Purchase:-

1	Deputy Secretary, GAD/ Deputy Chief Election Officer	Chairman
2	Joint / Deputy Secretary (Industries), of Industries, Energy and Labour Department	Member
3	Senior Account Officer, General Administration Department / Directorate of Account and Treasury	Member
4	Joint Director of Industries (CSPO), Directorate of Industries	Member
5	Class-1 Officer of Election Office/GAD	Member
6	Director, Directorate of Government Printing and Stationery, Mumbai	Member Secretary

2.13 Administrative approval

All purchasing administrative departments/offices should commence procurement process for buying any goods after receiving administrative approval. The necessity for purchase should be

certified in administrative approval and immediate use of the purchased goods.

Every administrative department/office Head should give administrative approval within the financial limit allotted, and the approval should be as per the financial rules. Administrative approval will be required for urgent order purchase, limited purchase and purchase with Swiss challenge method. It will be mandatory to administrative department/offices to approve the proposal of purchase within one month of receiving the proposal or competent authority has taken decision of purchase, in case of availability of funds.

Authorities like Zilla parishad, Municipal Corporation, Municipal council, any institute established under the law of assembly /board/ Corporation/ Authority/ authority / autonomous institute etc. will be able to take administrative decisions as per provision in their law.

Since any type of purchase bills will not be sanctioned by finance department after 15th March, it will be mandatory for every purchase department to publish the e-tender before 15th February of Financial year. However this cannot be applicable to urgent order purchase. Administrative approval from concerned Administrative department will remain valid for one year after the date of issue of order. After one year new Administrative order has to be issued.

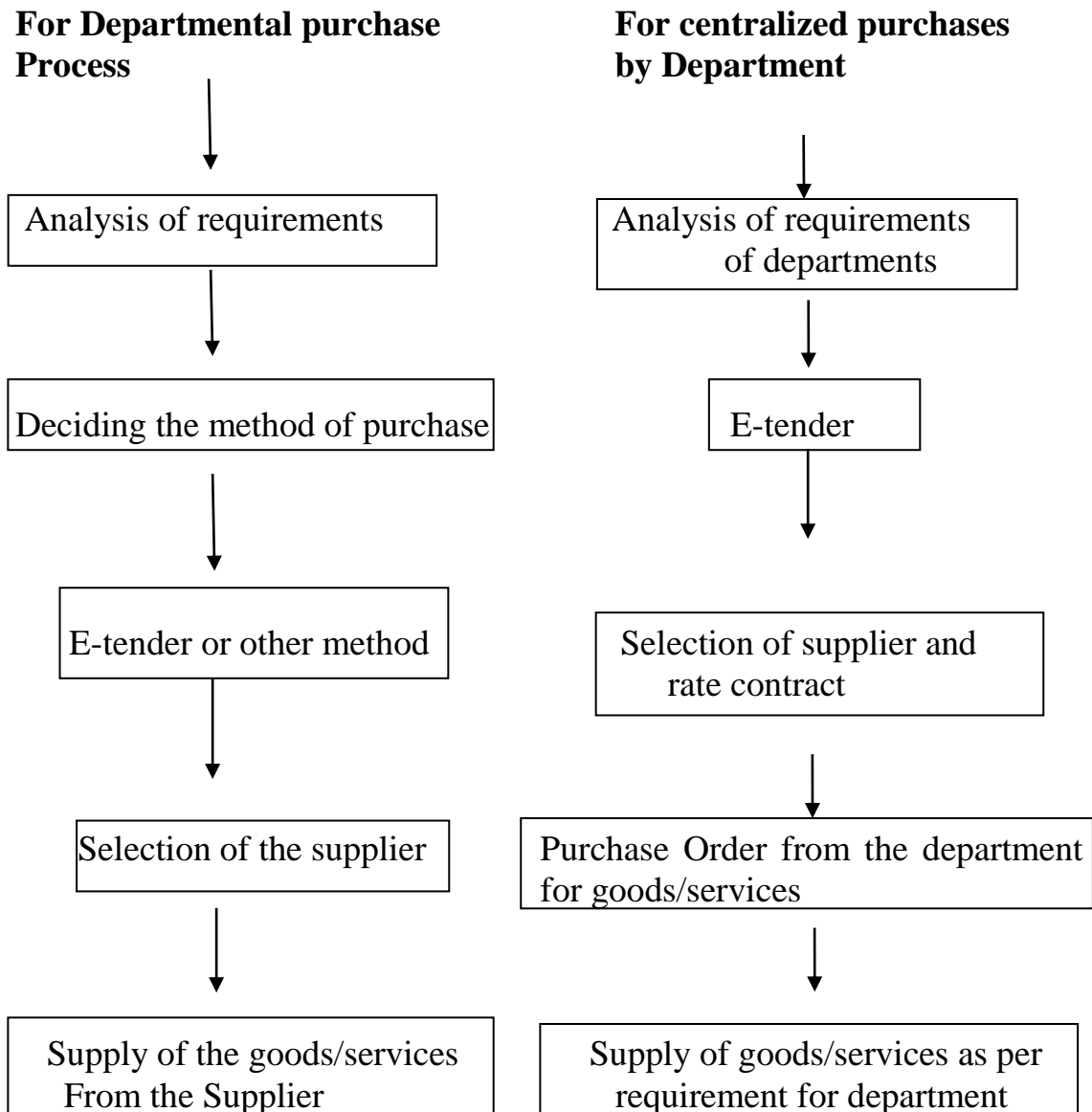
Chapter No. 3

Purchase Procedure

- 3.1 Definition of “Requirement”
- 3.2 Types of Purchase Process
- 3.3 Procurement in special situation
- 3.4 Special Methods of Purchasing

3 Purchase Procedure

The procurement process in any organization starts with planning and ends with the utilization of the purchased goods or service. Considering the scope of the purchase manual, the life cycle of the procurement process in two possible scenarios- Process of Departmental purchases and centralized purchases is as given below:-



The guidelines necessary for every stage in the life cycle of the procurement process has been given as under:

3.1. Definition of “Requirement”

A requirement means the goods/services to be purchased and fulfillment of need by them. To define the requirement is first step in implementation of a procurement activity and is an integrated step in its planning. It is the responsibility of procurement officer to ensure that the finalized requirement comply with the purchasers procurement policy, as well as good practice for required specifications.

Often requirement definitions are done in parallel with the sourcing and market research in order to let information from the market research influence the requirement definition. Requirement definition and market research are also known as pre-tender / per-purchase activities.

3.1.1 Characteristics of well-defined Requirements:

In order to requirements, they should be analysis of products to be purchase and its functions, performance requirements, characteristics, objectives and / or expected output (Depending of the nature of the product). The information about the products available in the market should be gathered and considered.

In all requirement definitions must specify the exact need without over specifications. Over specifications of products may increase prices or decrease the number of offers, because it leads to offers for more advanced products than the ones needed. On the other hand, under specifications will leads to offers for products that do not meet the defined needs. Thus it is essential for the cost effectiveness of the use of funds that the requirements define the exact needs.

Requirements must be comprehensive and defined with the aim of increasing the competition. Therefore, no specific brands (unless for standardization purpose) or other unnecessary restrictions should be requested. However, if brand names are used to define functional/performance and conformance requirements they must only be used to define the required product standards. Further, specifications shall be the minimum requirements that are considered essential. Finally, the specifications must clearly invite offers of

equivalent products, i.e. products meeting similar functional, performance and / or technical standards.

3.1.1.1 Products having ISI mark:

During procurement process for products having ISI specification, Care should be taken to procure products with ISI mark only. Also before purchasing the products, whether the product has ISI mark or not should be checked on website of Indian Bureau of standards.

1. Every time it is not possible that all the manufacturers participating in the tender has ISI marked products, so the tender should be called from ISI mark and conforming to ISI mark product manufacturers.
2. In this case, following situations may arise after calling the tender:
 - a) Three or more than three ISI mark manufacturers can participate in the tender;
 - b) Only one or two ISI mark manufacturers can participate in the tender.
 - c) No ISI mark manufacturer participates in the tender.
3. If three or more than three ISI mark manufacturers participates and one or more than one conforming to ISI mark have participated in the tender:
 - a) The price of conforming to ISI mark product is less by more than 10% than the ISI mark product, then 80% of the purchase order should be given to ISI mark minimum rate holder manufacturers (L-1 of ISI) and 20% of purchase orders should be given to the minimum rate holder manufacturers having similar grades of ISI (L-1 of conforming to ISI) on trial basis.
 - b) If the price difference in the products conforming to ISI and ISI mark product is less than 10%, then 100% order should be given to the minimum rate holder for ISI mark manufacturer (L-1 ISI).
4. If there is no fair competition between the ISI mark manufacturers, like only 1 or 2 ISI mark manufacturers are there and the number of conforming to ISI manufacturers are more, in this condition if rate of conforming to ISI mark manufacturers is less more than 10%. To ISI

mark manufacturers then only conforming to ISI mark manufacturers should be considered.

- a) 60% of purchase order should be given to lowest rate holder manufacturers having ISI mark (L-1 of ISI)
 - b) 20% of purchase order should be given to the ISI mark manufacturers of 2nd lowest rate manufacturers (L-2 of ISI) with L-1 rate.
 - c) Remaining 20% of order should be given lowest rate of confirming to ISI manufacturers. (L-1 of confirming to ISI)
5. If the ISI mark manufacturers does not participate in the tender:
 - a) 60% of purchase order should be given to lowest rate of confirming to ISI mark manufacturers (L-1 of confirming to ISI)
 - b) 40% of purchase order should be given to 2nd lowest rate holder (L-2) of confirming to ISI mark manufacturer at L-1 rate (L-1 of confirming to ISI)
6. In the clause 4(b), if ISI mark L-2 manufacturer is not ready to supply the products at the rate of L-1 (L-1 of ISI)
 - a) 20% of additional orders should be given to the L-1 of confirming to ISI.
7. If L-2 of confirming ISI manufacturer is not ready to supply the products, then purchase orders are offered to L-3 and L-4 of confirming to ISI manufacturers at the rate L-1 of confirming to ISI. If no single manufacturer is ready to supply products at L-1 rate then;
 - a) in the clause 5 (b), 100% orders should be given to the L-1 manufacturer of confirming to ISI
8. If only one or two ISI mark manufacturer are participate/qualifying in the tender, if the manufacturer confirming to ISI has a satisfactory performance, then such a supplier should be given supply order with a rise of 10% in next year with the approval of purchase committee.
9. As mentioned above, the micro and small manufacturers having ISI and Confirming to ISI mark getting 20% orders (along with the 4% reserved for the manufacturers from Scheduled castes and tribes as

mentioned in the paragraph 5.12) the provision made in the paragraph 5.12 for the reservation for the micro and small manufacturers will be considered as fulfilled. However, if the compliance is not possible, the reservation shall continue for the micro and small manufacturers.

As it is essential for the concerned departments/offices to purchase the goods required for them as per specifications, they have to decide the specifications of goods as per requirement.

Following aspects should be taken into consideration while purchasing the products:

OEM (Original Equipment Manufacturer) certificate for the products being procured must be obtained. It is recommended services related to maintenance or other ancillary services of products being procured such as comprehensive maintenance or annual maintenance contract, be procured along with subject matter of procurement or provisions be made in order to procure such services.

3.1.1.2 Testing of the quality of non ISI products during procurement process

The list of approved laboratories for testing the quality of non ISI products during procurement process has been given in appendix 12 of the manual. The laboratories which are certified and registered with the National Accreditation Board for Testing and Calibration Laboratories (www.nabl-india.org) are also included in this list. The testing of goods can be done from the Government Engineering Colleges in Maharashtra.

In addition, to test the non ISI products at district places, private engineering college/other collages submits a proposal to Development Commissioner (Industry) to grant approval as testing institute, appropriate decision will be taken whether to grant such status after due scrutiny of the proposal. The cost of testing of non ISI products should be recovered from the concerned tenderer.

However, after implementing the tender process, if the concerned purchasing departments face any problems regarding the testing of quality of product, purchasing department can get the goods

tested from the approved laboratories as mentioned in appendix 12 through the central stores purchase organization at their own cost.

If testing laboratories gives false testing reports of the products, the concern department should take action to blacklist such laboratories as per procedure from this purchase manual.

3.1.2 Cost Estimation and price reasonability

3.1.2.1 Cost Estimation

The procurement process revolves around the estimated cost and the subsequent price discovery. Correct estimation of price is vital for determining and establishing the reasonability of offers received from the suppliers. It is therefore, important that the rates/are worked out in a realistic, objective and professional manner. It is emphasized that there cannot be substantial variation between the estimated cost and discovered cost. A purchaser can consider to accept the price if estimated cost and actual price has a difference of – (20) % and + (10) %. However, if the difference between estimated cost and actual cost is more, then purchase department will have to re-tender. Even though the difference exist, the concerned purchase department should get the approval of one stage higher level authority.

The purchase departments should plan their purchases before 31st May of the year. To avoid unnecessary purchases, the purchasing department should make a quarterly/half yearly purchase by way of quarterly/half yearly review.

In case of the tendering, the price of the Tender Form is fixed on the basis of estimated cost of purchase. Tender Form price and EMD should be decided as per the table given in Appendix-8 and Tender Form fees received from tenderers should be credited to appropriate account head.

3.1.2.2 Basis of the costing

The estimated cost of procurement proposal may be assessed on following basis:

- 1) Last purchase price.

- 2) Valuation by the professional officer
- 3) Quotation obtained from one or more prospective sellers;
- 4) Market survey
- 5) Any other method as may be appropriate in the context of the particular purchase proposal.

These methods are not mutually exclusive. The estimated cost should also considered economic indices for raw material/Labour, other input costs, packing and forwarding costs, duties and taxes, transportation charges to the destination and other charges like training, inspection etc. In case of estimated costs of important items the foreign exchange rate, (for past data in foreign currency, escalation as prevalent abroad should be taken in foreign currency and subsequently converted to INR at present level) and custom duty etc. should be taken into consideration. Kindly refer **Appendix-1** for the format of quantity and cost of proposal.

3.1.2.3 Cost to be worked out in Indian Rupees

Wherever applicable, the assessed cost should be converted into the common denomination of Indian Rupee (INR) and shown both in terms of the foreign currency and INR while seeking financial approval from the competent authority. The exchange rate adopted should be as on the date of opening of the commercial bid. It will be mandatory to tenderer in Request for proposal/ released Tender to accept the conversion factor applicable on the date of opening of the commercial Tenders.

3.1.2.4. Taxes and Duties

- 1) Quotations/commercial bids should be invited inclusive of all taxes and duties at the desire destination like CVAT/MVAT/Other taxes/ duties and transportation cost etc. It should be instructed to show the details of taxes and duties separately than the prices of the goods/services as applicable.
- 2) In respect of foreign tenderers, all the taxes/duties and charges which are to be paid for the delivery of goods including advance samples, shall be paid by the Tenderer under the present contract in their respective countries in addition to the taxes and duties applicable in India.

3.1.2.5 Fixing the reasonability of the price

In the case of competitive bidding where two or more suppliers are competing independently to secure a contract, the competitive Tenders from the basis for determining reasonableness of prices. Databases maintained on cost, based on concluded contracts, price of the product available through market, etc. should also be used to assess reasonableness of the price offered.

- a) Evaluation of tenders is to be made on the basis of the last purchase price given by procuring entity.
- b) As a general principal, no offer involving any uncertain or indefinite liability or any condition of unusual character should be considered.
- c) The reasonableness of the price proposed has to be established by taking into account the competition observed from the response of the trade to the enquiry, last purchase price, database maintained on costs based on the past contracts entered into, market price, wherever available.
- d) For procurement of spare parts, consumables and small value contracts which are supplied in the past, the price reasonableness can be determined after comparing with last purchase price and factoring in changes in price indices published by the Government sources.

The e-tendering website, which would contain the details in terms of specifications and quantities of goods procured irrespective of method of procurement, should be used to determine the last purchase price.

- e) The reasonableness of price may also be examined by resorting to Cost Analysis in situations where there is a wide variance over the LPP, not explained by corresponding changes in indices.
- f) The details of the prices and price analysis are checked.

3.1.2.6 Last Purchase Price (L.P.P.)

LPP is one of the relevant factors in deciding price reasonableness and following needs to be considered while comparing the quoted rates with the LPP:

- a) LPP of more than three years vintage is not a real scale for comparison. However, such LPP could be used as an input for assessing the rates by adding yearly escalation, if considered

necessary. The rate of escalation may differ from case to case depending on the type of goods being procured.

- b) LPP should pertain to a past successfully executed order of similar magnitude and scope of supply.
- c) Factors like basket price and bulk discount offered need to be taken into account while using LPP as a scale for comparing prices.
- d) Market Conditions and other factors like re-starting production lines due to obsolescence may also have to be considered.
- e) Where no other option to assess reasonable rate is feasible, LPP of more than three year vintage may also be taken into account but such situations should be rare.

3.1.2.7 Estimation Price from Foreign Supplier

Following efforts should be made to analyze estimation price from foreign Supplier:

- a) The price Fixation procedure/methodology prevailing in the country of the supplier.
- b) The price of similar products, systems and subsystems wherever available should be referred. The database maintained in the respective division connected with the procurement of such type of stores should be accessed.
- c) If Foreign Supplier may be asked to provide the details of past supplies and contract rates, if any, of similar kind of product to other buyers.
- d) Purchase Department should collect information regarding price from e-portal while purchasing imported products. Information should be collected if that product is supplied to other Government Offices or other state. Such information should be put before purchase committee. Accordingly purchase committee should take decision to purchase the same thing.

3.1.2.8 Priority Given To State Suppliers

When the Suppliers from within the state and also from outside the state participate in tender process, then comparable rate should be decided. While calculating such comparable rate for out of state suppliers, the central value added tax (C-VAT) is excluded from the price given in the tender and transport expenses added to it. For the suppliers from the state, M-VAT is excluded from the price given in tender is considered and compared, and the minimum rate should be considered. Further, if it is observed that rate of supplier from out of state is minimum; 50 % purchase order should be given to them and

for giving encouragement to the suppliers in the State, if the supplier from Maharashtra is ready to supply the same quality of product at L-1 rate, then balance 50% supply order should be given to him. But if the Supplier from State is not ready to supply the material at L-1 rate, total purchase order should be given to supplier from outside state. The Purchase Committee has full rights to divide the order.

Sometimes the suppliers from outside state give address in the state of Maharashtra. In such matter, only those suppliers of the state should be considered who pay the Maharashtra Value Added Tax (M-VAT).

3.1.2.9 Incentives for Start-Up Units

Start-Up Unit is defined in notification dtd. 17/2/2016 of Commerce and Industries Ministry of Central Government in which following points are mentioned.

- 1) From Establishment/ Registration of the Startup Unit up-to 5 Years.
- 2) The Turn-over of the Unit within any Financial Year should not be more than Rs.25 crore.
- 3) If the Unit is producing new products/process and development of services and utilization by adopting innovative technology and intellectual activities.

To encourage the Start-up units established in Maharashtra State as per above guidelines, if such units participate in Tender Process, according to the guidelines of Central Govt. Department of Industrial Policy and Promotion (DIPP). Such Start Up units are exempted from the condition of experience for 5 years from registration and annual turnover. Such units are also exempted from paying Tender Form Fees and EMD amount. If such Start-up Units, participates in the tender, 10 % purchase order should be given to them on trial basis. The total order can be divided among various start-up units. Subsequently, if such Unit participates in tender next year 20% of total purchase order should be given to them. The purchase order given to Start-up unit on trial basis can be extended up to 10%. This incentive given to Start up units will be additional to facility given to Micro and Small Scale Units. But the Purchase department should satisfy with the workmanship of the Unit and take note of such thing in Office Record.

Besides this, for encouragement to Modern Technology, products produced by the units certified by Science and Technology Park Pune, should be given above facility in purchase process up to 3 years.

So also the remarks should be called from the Information and Technology Department for the provision made for Start-Up Units for Modern Computer Software's the provision made for Startup units and the purchase department should take action according to remarks.

The rates of products produced by using modern technology by Start-up Units may be comparatively higher than the products available in market. So, at the time of purchasing such product from that unit Swiss challenge System, narrated in Para 3.2.7 of this manual should be followed.

3.1.2.10 Foreign Investments in the State and overseas

The newly formed company in the State of Maharashtra which has recently started its production / functioning (the company existing in the State of Maharashtra having 51% stake in foreign companies or the one having clear dominance on foreign currency) or have claimed eligibility by investing in foreign companies or such existing company which is a subsidiary company to its parent company overseas or such subsidiary company to its parent company overseas which has its legal entity here and such company which has satisfactorily complied with all the technical and financial terms & conditions (for eg. Annual transactions and other financial standards / benchmarks), then the said subsidiary or a partner company can be considered if it had complied with all the technical and financial aspects.

Such subsidiary / partner company can be considered in the tendering process and annual turnover of their parent company abroad will be taken into account.

3.1.2.11 Database to be maintained

A. Database on cost and prices:

Department should maintain database of past contracts showing details of items procured, their essential specifications, unit rate, quantity, total value, mode of tender enquiry, number of tenders received, number of tenders considered acceptable, reasons for exclusion of overlooked tenders, un-negotiated rates of L1 and contract rates in order to help in ascertaining reasonability of prices of future procurements.

B. Expert's Agencies:

Expert's agencies may be approached for market intelligence forecasting trends and best practices.

C. Data Sharing:

The Department must develop a system for data sharing and data networking in order to widen the procurement sources and obviate different prices being paid for the same item by different Procuring Agencies within a service or Procuring agencies of different Services. Such data sharing should be enabled through the Department's Portal/State's e-tendering portal. CSPO will facilitate the sharing of data through the central portal.

D. Transparency in Assessment Process.

Assessing of reasonableness of price is an arduous task, especially where price data is not available or in case of overseas purchases. In such cases, it is important to place on record efforts made for arriving at the acceptable price and taking the procurement decision.

3.2. Types of Purchase Process

On receipt of requirements, the concerned officer after satisfying that the requirements are complete in all respects, shall decide on the mode of purchase and invite tenders. Depending on the complexity and nature of the requirement and the value of the goods to be procured, the following procurement methods shall be used:

- 1) Open competitive Tender
- 2) Direct Purchase or Spot Purchase
- 3) Purchase through Quotation
- 4) Limited Tender/Restricted Tender
- 5) Procurement from Empanelled/Rate Contract supplier
- 6) Single Source Procurement/Nomination based.
- 7) Purchase by Swiss Challenge method.

8) Purchase by Expression of Interest.

3.2.1 Open Competitive Tender.

The purchase Officer must always use Open Tender/open competitive tender method of procurement, unless there are compelling reasons to use purchase methods as mentioned in para 3.3.2 to 3.2.8. The open competitive Tender should be carried out through transparent process by publishing tenders. All the tenders above the estimated value of rupees three lakh (Rs. 3.00 lakh) should be done through E-Tendering. For details on E-Tender refer paragraph 4.1.

The term “Tender” is used when purchasing Office specifies the requirements in complete details- such as purchase of special types of vehicles, furniture or Computer, and selection of supplier is based on lowest price.

3.2.2 Direct (Spot) Purchase.

Purchase of goods up-to a value of Rs. five thousand only (Rs. 5000/-) on each occasion may be made through direct purchase, without inviting quotation or bids. Total value of procurement of such goods within the same financial year, through direct purchase method should not exceed Rs. fifty thousand (Rs. 50,000/-).

The Purchase Officer can purchase directly from original manufacturer, Authorized dealer, distributor up to Rs.50, 000/- after recording a certificate to the effect that it is satisfied that the goods or services are of requisite quality and are priced at the prevailing market rate.

The Industries, Energy and Labor department will review regarding the increasing of limits of the purchase price after every 5 years and issue the separate orders (Appendix 9).

3.2.3 Procurement through Quotation

Procurement through quotations (without calling open competitive tenders) can be done for purchases up-to the purchase value of more than Rs.5000/- to up-to Rs.3, 00,000/-. The industries department will issue a separate order to increase in the value of purchase price after every five years (Appendix 9). Such quotation should be called from

open market and minimum of 3 quotations are required from 3 different suppliers/manufactures to compare the rates. It has been observed in past that procuring authority split larger orders into sub-orders and procure the same from same vendors through quotations. Such practices should be strictly avoided. Total value of Procurement of single good within the same financial year, though quotation method, should not exceed Rs. Three lakhs (Rs. 3,00,000/-).

The branded items can be purchased on Rate contract of DGS&D from Rs.3 Lakhs to Rs.1 Crore. The list of Branded items is available on website www.ipindia.nic.in. The items registered at The Controller General of patents Designs and Trademarks of Central Govt. should be considered as branded. Every item on rate contract of DGS & D may not be branded. For example: Dangri Cloth is available on DGS & D, rate contract but it is not included in branded items list, so it is not branded.

The rate contract of every vehicle may not be available on D.G.S. & D. Therefore motor vehicle (Cars) can be purchased from manufacturer/distributor through quotation also. However, if the purchase of motor vehicle is more than Rs.1 crore, then it should be purchased by E-Tender procedure.

The Purchase Department will publish all the details of purchase through quotation on their website and E-Tender Portal.

The purchase department may choose to procure the items of the procurement of value which is less than such monetary value as may be prescribed, by the method of request for quotations in the following situations:

- a) Procurement of readily available of goods that are not specially produce to the particular description of the procuring department. and for Which there is an establish market;
- b) Physical services that are not specially provided to the particular description of the procuring office and are readily available in the market, or
- c) Procurement of any goods which are urgently required for maintenance or emergency repairs.

The procedure for request for quotations shall include the following:

- a) Quotations shall be invited in writing from as many potential tenderers as practicable;
- b) Each Tenderer shall be permitted give only one quotation.
- c) The successful quotation shall be the lowest priced quotation meeting the needs of the procuring office as prescribing request for quotations;
- d) While purchasing through quotation, tenderers should give VAT/CST numbers. However, if VAT/CST numbers are not applicable then the quotation should be taken from similar authority registered tenderer on his letter head. It will be mandatory to take pan card of concerned tenderer.

3.2.4 Limited Tenders / Restricted Tenders

This method of procurement may only be used if-

- a) If the purchased item/product is available only from limited number of potential tenderer due to its high complex or specialized nature.
- b) Owing to urgency about by unforeseen events, the procuring office is of opinion that the items of procurement cannot be usefully obtained by adopting the method of open competitive tender.
- c) Procurement from a category of prospective tenderers is necessary in accordance to following scenarios where government has made provisions for mandatory procurement of any subject matter of procurement on the following grounds:
 - a) Promotion of domestic industries
 - b) Socio-Economic Policy of the government
 - c) Any other consideration in public interest in furtherance of a duly notified policy.

The procedure for restricted tenders shall include the following, and the procuring office shall issue and invitation to tender by writing directly to:

1. All the Tenderers who can supply the subject items of all the tenderers who are registered with the Purchase Department or with any other procuring office for the subject item of procurement;
2. An adequate number of tenderers who can supply the subject items of procurement selected in a non-discriminatory manner insure effective competition;
3. The procuring office may allow all prospective tenderers who fulfill the qualification criteria laid down for the procurement. Whether an invitation who tender has been issued to such tenderers or not, to participate in the tender process;
4. The tenderer should not be awarded the contract worth more than its last financial year turn over. In case the value of procurement exceeds the last financial year turnover of the wining tenderer, the additional order value should be awarded to the next eligible tenderer provided he matches the L1 price.

The procurement office should adopt this process of procurement whenever the estimated value of order is less than Rupees Five Crores (Rs. 5 Crores). Whenever the order value of procurement is more than Rupees Five Crores (Rs. 5 Crores), the procuring office should take the approval of high power committee under the chairmanship Addl. Chief Secretary / Principal Secretary / Secretary of concerned department (See Para 2.9.1).

3.2.5 Procurement from Empanelled/rate contract Suppliers

If there are no Suppliers registered on the panel of D.G.S. & D. or State Government, then only the Purchase Department should undertake procurement of required items with this process.

Procurement through empanelled/rate contract is carried out in situation of repeated purchase of particular goods which have standard and clear requirements. It provides a fast and simple alternative to lengthy procurement process of open tender. However, due diligence is advised while following the empanelment procurement process, which is advised to carried out through open competitive tender. Subsequent purchases made through empanelment won't require a pre-qualification of suppliers each time

the procurement needs to be made. Empanelment would be done for a fixed duration, as mentioned in the original open tender.

The details of proposed purchase items by the Purchase Department (e.g. required products, quantities etc.) and the details of supplies made against the proposal (e.g. products, quantities etc.) should be published on the e-portal from time to time with the help of Directorate of Information & Technology. Similarly, the Purchase Department should ensure that the supplies for the said fixed period do not exceed the initial demands.

It is mandatory for the procuring Department to inform the parent Department (who has carried out the empanelment/rate contract) the quantity of Goods procured value of each procurement and the particular empanelled agency from whom the procurement is done. This is necessary for the parent Department to keep a record of orders issues based on their empanelment. Such record of procurement should be displayed on the web-site of the respective department and more so on state e-tendering portal.

3.2.6 Single Source procurement

Single source selection of supplier does not provide the benefits of competition with regard to quality & cost and lacks transparency in selection, and could encourage unacceptable practices. Therefore single source selection is used only in exceptional cases as mentioned below:-

- a. The subject matter of procurement is available only from a particular supplier or a particular supplier has exclusive rights in respect of the subject matter of procurement, such that no reasonable alternative or substitute exists, and use of any other procurement method would therefore not be possible.
- b. Owing to a catastrophic event, natural disaster or epidemic, there is an extremely urgent need for the subject products of procurement and engaging in any other method of procurement would be impractical because of the time involved in using those methods.
- c. The procuring office having procured goods, equipment, technology or services from a vendor, determines that additional supplies must be procured from that vendor for reasons of

standardization or need for compatibility, taking into account the effectiveness of the original procurement in meeting needs of procuring entity, the limited- size of proposed procurement in relation to original procurement, the reasonableness of the price and unsuitability of alternatives to goods or services in question.

- d. Where procurement entity determines that use of any other method of procurement is not appropriate for Purpose of national security.
- e. The Procuring entity seeks to enter into a contract for purpose of research, experiment, study or development, without any commercial implication to the procuring Department.

It is essential that the procuring Authority documents the need and circumstances for the single source purchases and its merits over procurement through other modes. In case of single source procurement, the procuring entity shall solicit a proposal from the single prospective Tenderer and may engage in negotiations in good faith with the Tenderer. Approval of the secretary of the respective administrative department is required for single source procurement.

3.2.7 Swiss Challenge Purchase procedure

In the said purchase procedure, a private supplier sends a proposal specifying the goods to be supplied and quality of product and price. The Procuring office sends this proposal to other suppliers and asks for whether the same quality product can be supplied at lower prices. The price quoted by the other supplier is less, and if the original private supplier is ready to supply at the same rate then he will be awarded the contract. If the original private supplier is not ready to supply the product at lower rate than the supplier who has quoted lower rate should be awarded the contract. The approval of high power committee under the chairmanship of additional chief secretary/principle secretary/secretary will be necessary before awarding the contract (paragraph 2.9.1).

The Swiss Challenge Purchase Procedure should be used in the purchases of extreme important projects, and the product which are rarely produced and available in the market. The process of Swiss challenge should not be used for the products readily available in the market and for single source procurement. The said private supplier

should present the detailed Proposal / Feasible Study Report to the Purchase Department. The Purchase Department should verify the technical / commercial aspects of the proposal, and if found that the said proposal prima facie complies with all Government requirements and conditions can consider the said proposal.

The administrative department can do service agreements by using Swiss challenge method.

3.2.8 Purchase through Expression of Interest method

“The rates of the products are pre-fixed by the Central / State Government in the purchase method of Expression of Interest. Since the rates are already fixed, there is no need of competition in prices. In this method, there will be possibility of offering lowest rates to get tender. The lower quotes may hinder the quality aspects of product and the supplier cannot maintain quality of the product. Therefore, while inviting the tenders instead of Commercial Bid only technical bid consisting the specification and requirements of tenderer is invited and such Tenderer can be awarded contract under Expression of Interest method.

While following this method of purchase, the concerned Purchase Department should incorporate factors like quality of product, specification, and other technical details in his indent. The concerned department should decide the criterion of tender evaluation and the marks to be given for technical aspects initially. These two aspects should be published initially on website of concerned department and e-portal. Also the results of technical evaluation along with marks should be published on the website.

Following eligibility criteria of the suppliers should be verified in this process of procurement:

1. The production capacity of supplier;
2. The past experience in the said work;
3. Skilled and unskilled manpower of supplier;
4. Last 3 years Certified/Audited Balance Sheet

The above-stated eligibility criteria are indicative in nature; however the concerned Purchase Department, if felt necessary should incorporate more criteria commensurate to the required quality levels of the products and fix the marks for it.

A committee of expert in the respective fields should be constituted at concerned departmental level for verification of technical aspects of the Supplier. The said committee should physically check into the technical aspects other than that of commercial, for eg. Sufficiency of the production capacity of the Supplier, his plant & machinery etc.

The expression of interest procedure is use for the schemes of central government implemented by state government and the state government schemes in which the items are given to the beneficiaries. Apart from this, for the difficulties face while executing the process should be referred to Industries department for the recommendations.

3.3 Procurement in special situation

3.3.1 Urgent Order Purchase

Urgent order purchase procedures refer to procurement procedures followed under situations classified as emergency situations or urgent situations. Purchase Authority should classify natural disaster and severe loss of data/ lives/ assets, paralyzing the functioning of department, as an emergency situations. Urgent order procurement should be made only when an emergency condition arises and the need cannot be met through normal procurement procedures. It must be as a result of a situation that was unforeseen or unanticipated. However, it is very difficult to justify an urgent order procurement if the situation is due to poor planning, overlooked requirement, inaccurate usage of history data or incorrect/lack of forecasting.

Administrative Head of Department is authorize to make urgent order purchases worth of Rs.1.00 Crores at their level. However, if the costs of purchase exceed the amount of Rs.1.00 Crore, the Purchase Committee of the concerned Administration

Department, after evaluation of the needs of products, can make purchases after getting approval from the High power committee (See paragraph 2.9.1) under the chairmanship of Addl. Chief Secretary / Principal Secretary / Secretary.

A situation classified as an emergency situation must be communicated immediately to the administrative head of the department and the limits of authority must be revised by him (delegation of rights / authorities to control the situation).

If the procurement authority finds that it is in the public interest that goods, value of which exceeds his authority, ought to be procured as a matter of urgency. The purchase committee shall evaluate the need for such urgent procurement and decide which procurement method shall be followed in order to guarantee economy and efficiency, with due regards to circumstances of urgency and without regard to his limit to authority; procure the goods in accordance in the method of procurement selected (urgent order or normal) after seeking the approval from the administrative department (see appendix-3).

Officers who take decisions or give approval for procurements in excess of the amount allowed by these procedure shall be held personally liable if the expenditure is proved to be unnecessary or extravagant, or was occasioned by the authority's lack of foresight in not procuring right time, and he shall be held liable to make difference between the actual cost of the goods and what their costs would have been through the appropriate channels.

3.3.2 Repeat Order.

Repeat orders may be placed against a previous order recently placed, but in any case not later than six months after the initial order was place provided-

- a) Repeat order can be given only once and with a value and quantity not more than 50 percent of initial order; or Rs.Ten Crore or whichever is less can be purchased
- b) Repeat order should not be placed if the original order was placed to cover an urgent demand;

- c) Repeat order can only be placed after the delivery of the subject matter of procurement from the original order has been completed;
- d) Repeat order may be placed in year of procurement of subject matter or in the subsequent financial year. However, the repeat order should be given within six months of the original purchase order.
- e) The quality of the material to be procure through repeat order should not be inferior than the original order quantity;
- f) The officers concerned are satisfied that there has been no downward trend in the prices or that the rates are either steady or are standardized. Such a certification along with the necessary documents needs to submitted to the store purchase committee;
- g) Proposal for repeat order in case of deviations from the guiding principles given above should be submitted to the respective purchase committee for final decision, with special justification for resorting to such purchase. The unit value used for the repeat order is not be more than the original unit value.
- h) The retendering of tenders necessitates testing of samples in laboratories which take long time.
- i) All repeat order proposals needs to be approved by store purchase committee.
- j) The original tender should have a clause about repeat order specifying the possible quantities in percentage that could be ordered by the department; and
- l) In case procurement department is aware of the procurement of the subject matter of same specification made by the other department then the procuring department may procure from the same supplier, provided the procurement is of a quantity less that of the other department and procuring department orders would be placed within six months after the initial order was placed. It is also necessary that such a purchase is brought to the notice of the other department.

3.4 Special Methods of Purchasing.

3.4.1 Electronic Reverse Auction.

A procuring entity may choose to procure a subject matter of procurement by the method of electronic reverse auction, if:

- a) It is feasible for the procuring entity to formulate a detailed description of the subject matter of the procurement; and
- b) There is competitive market of Tenderer anticipated to be qualified to participate in the electronic reverse auction, such that effective competition is ensured; and should not lead to single source procurement; and
- c) The criteria to be used by the procuring entity in determining the successful Tenders are quantifiable and can be expressed in monetary terms

Subject to the rules as may be made in this behalf, the procedure for electronic reverse auction shall include the following namely;

- a) The procuring entity shall solicit Tenders by causing an invitation to the electronic reverse auction
- b) The invitation shall, include details relating to:
 - 1) Access to and registration for the auction;
 - 2) Opening and closing of auction;
 - 3) Norms for conduct of the auction;
 - 4) Any other information as may be relevant to the method of procurement.

3.4.2. Two Envelopes (Two Bids) System.

A procuring office may choose to procure the subject matter to procurement by the method of Two Envelopes (Two Bids) Tender system, if

- A. It is not feasible for the procuring office to formulate the detailed specifications or identified specific characteristics for the items of procurement, without receiving inputs regarding its technical aspects from tenderer; or
- B. The character of the item of procurement is subject to such a rapid technological advances and market fluctuations to make open quantities tender unfeasible; or

- C. The procuring office seeks to enter into the contract for the purpose of research, experiment, study or development, except where the contract include the production of items in quantities sufficient to establish their commercial viability or to recover the research and development costs; or
- D. The tenderer is expected to carry out the detail survey or investigation and undertake a comprehensive assessment of risk, costs and obligations associated with the particular procurement.

Subject to the rules as may be made in this behalf, the procedure for two stages tender shall include the following things.

- A. In the first envelope of Tender process, the procuring office shall invite tenders containing the technical aspects and contractual terms and conditions of the purpose procurement without the tender price;
- B. All first envelop tenders, which are eligible, shall be evaluated in accordance with the procedure laid down in the rules through an appropriate committee constituted by the procuring office.
- C. The committee may hold discussions with Tenderer, and if any such discussion held, equal opportunity shall be given to all the tenderer to participate in the discussion;
- D. In revising the terms conditions of the procurement, the procuring office shall not modified the fundamental nature of the procurement itself, but may add, amend and delete any specification of the items of the procurement or criteria for evaluation;
- E. In the second envelope of Tender process, procuring office may invite the tenders from all those tenderers whose tenders at the first envelope were not rejected, to present final tender with tender prices in response to a revised set of terms and conditions of the procurement;
- F. Any tenderer, invited to tender but not in a position to supply the items of procurement due to changes in the specifications, may withdraw from the tender procedure without forfeiting any tender security that he may have been required to provide or being penalized in any way, declaring his intention to withdraw from the procurement process with adequate justifications.

Chapter 4

Guidelines for Process Tender/Quotation purchase

- 4.1 E-tender portal
- 4.2 Quotation purchase process
- 4.3 Direct (Spot) Purchase
- 4.4. Tender Process
- 4.5 Process for Urgent order purchase
- 4.6 Security Deposit
- 4.7 Care should be taken while accepting the goods
- 4.8 Preparation of purchase process document

4. Guidelines for Process Tender/Quotation purchase

4.1 E-tender portal:

It is mandatory to use the e - tendering system if the purchase price in the tender process exceeds Rs. 3 lakhs. The procedure and guidelines to be adopted for e-tendering are available on the website- <http://mahatenders.gov.in>. Publication of tender through newspapers and e-tendering portal shall be mandatory in case of open tenders.

Wherever e-tender portal is mentioned in the rule book, the Directorate of Information and Technology shall complete the task of developing a portal at state level/division level/office level and as per requirement, within a period of three months. Also, the Directorate of Information and Technology directorate shall maintain the e-tender portal and update the information from time to time.

In order to bring transparency and more orderliness in the e-tendering system, other agencies will also be preferred other than those who have been authorized to provide e-tendering services by the Directorate of Information and Technology Directorate, if they are providing more transparency and orderliness and the Industries Department of Industry shall decide whether to avail there services of such agencies.

Care should be taken to publish all information regarding purchase by all the purchasing departments on the website of e-tendering. Also, following things should be published by the purchasing department on the e - tendering portal.

1. Publication of e-tender, correspondence to be made with the future bidders:
 - a) All notices regarding pre-tender meetings, changes in the date's submission of tenders.
 - b) All explanations/Corrigendum such issued;
 - c) Minutes of meetings of the pre-tender meetings;
 - d) Result of the tender evaluation;
 - e) Decision of the tendering authority of the seller, which shall include the prices quoted by the different bidders;

- e) Name of the successful bidder, article, specifications of the goods, purchase price, quantity, place of supply of goods, conditions/period of the goods to be supplied, terms and conditions regarding the payment to be made to the supplier etc.
 - f) Award of contract given to the successful bidder.
 - g) Names and details of the bidders, the names of the suspended/banned/blacklisted bidders along with the purchasing office, reasons for the action regarding ban and the duration of the blacklisting/banning shall be published within 7 days from the date of the decision of the Competent Authority.
2. The purchasing department should publish the information regarding purchases made in addition to the e-tender portal under rate list or any other mode on the website of the department.
 3. The information regarding tender published on e-tender portal shall also be published on the website of the department, if available.
 4. The concerned department shall take care of updating the information published on the e-tender portal/department, from time to time.
 5. The concerned department shall publish all the Rules/Govt. resolutions, guidelines and procedure, information regarding the e-tender/rate list on the e-tender portal.

The result of the tender shall be published by the concerned purchasing department on its website, e-tender portal and on the website of the Government of Maharashtra.

The information published by the various departments about the purchases on their website, e-tender portal of the Directorate of Information and Technology by way of automatic capture, which will enable anyone to search and find the details of purchase by the name of the goods

4.2 Quotation Purchase process

The purchasing officer shall prepare a letter of invitation, which shall include the following:

1. Scope of purchase
2. Terms and conditions
3. Date/time and place of submission of rate list.
4. Date/time and place of opening of tender
5. The guarantee of the bidder to produce single tender by the interested agency and if there is no conflict of interest with the purchasing authority.

The department shall produce the notice of purchase on its website. A minimum of one week's time shall be given from the date of publishing of notice on the website of the department to submit acceptance.

In order to take care for the optimum competition for the purchase, the purchasing officer shall inform the sellers in its department list of sellers available in writing (email/post) the following sellers/agencies shall include in the list of sellers:

1. The sellers who had participated earlier, in such purchases.
2. The sellers who have informed the department in writing about their interest in supplying such goods/services;
3. Manufacturer/authorized dealers/sellers of the goods to be purchased (If applicable)

The purchasing officer shall open the rate list on the place, date and time as specified in the invitation. An attendance sheet should be kept to record the presence of the representatives of the bidder at the time of opening of rate list. No person or agency shall have any direct interest in any other agency participating in the rate list process. Such a direct interest shall be considered as a conflict of interest and both or more bids shall result in rejection. E.g. if two companies are willing to file tender for same project and a person who is an owner/director/partner/majority share- holder of X company, should not be an owner/director/partner/majority share- holder of Y company.

The documents presented by the bidders shall be as per the requirement specified in the invitation and the purchasing officer shall verify its scope and compliance of other conditions. The bidders who are not complying with the scope and conditions shall be

considered invalid and the reasons shall be recorded in writing. Only the prices quoted by the eligible bidders shall be taken into consideration and the decision of purchase shall be taken on the basis of L-1.

4.3 Direct (Spot) Purchase Process

The purchasing officer shall record the reasons as to why the purchase is not possible through rate contact and why the spot purchase is being made. The spot purchase of the goods can be made through the manufacturers/authorized dealers/distributors of the good only. The purchase officer shall make a survey of the market (physical survey or through internet or calling documents from the concerned agency) before making a spot purchase and prepare a document. The purchasing officer shall certify that the quality of the goods or services is as per the quality requirement/goods demanded so and the prices are as per the prevailing market rates.

4.4. Tender Process

Tender process means a method of conveying the requirement of purchase and to request the prospective suppliers to bid their interest. The said method is dependent on the kind of goods to be purchased, its complexities or nature of requirement and on the method of direct purchase if such an order has been issued by the purchasing officer and the price of the good to be purchased. This method can be used for “Request for proposal” (RFP)

A tender process can be divided into four stages:

1. Preparation of tender document;
2. Advertisement and distribution of tender;
3. Duration of the tender (Date of purchase of tender to expression of interest)
4. Receiving the interest, opening and evaluation.

4.4.1 Preparation of tender document:

The tender document shall consist of following parts:

1. A Letter inviting and intimating the bidders and information;
2. Criteria for pre-qualification of tender;

3. Definitions of Detailed features including requirements/scope of work etc.
4. Terms and conditions for the contract; and
5. Forms for submission of interest.

The inclusion of all the information regarding the requirements and demands to be conveyed to the successful bidder in the tender form is of utmost importance. Also, the said document shall include the rules regarding risk purchases, fall clause and force major clause etc. [Appendix 4 B] and no major difference shall be made in the terms and conditions or scope of the work.

The purchasing departments shall be required to mention a minimum of three brands if branded goods are to be demanded for.

4.4.1.1 Letter to invite and intimate the bidders and instructions

The purchasing officer shall include all the detailed instructions to be followed in the overall tender process, documents required for conveying interest and if the interest is not complete, and a notice to the suppliers about the possibility of the rejections of expression of interest. The full expression of interest includes all the conditions, terms and detailed features in the tender document.

The future bidders should be given an opportunity to raise their doubts (See Appendix 6). The replies given to such doubts shall be published on the websites of the departments, e-tender portal and should be sent to the bidders who have contacted with the department in regard with the tender. The prospective bidders should be given a minimum of 7 days' time to raise their doubts. The purchasing office, can call for a pre-tender meeting to answer the doubts regarding the specific purchase and the minutes of the meeting can be sent to all the bidders and can also be published on the e-tender portal and departmental website.

The validity period of the tender shall be about 60-120 days normally, but should not exceed beyond 180 days in exceptional cases. The decision in this regard shall be taken by the purchasing officer taking into consideration the complexities of the tender process, the ups and downs in the prices of the various parts in the scope of work. The purchaser can request the tenderer to extend the

validity period under exceptional circumstances. Such a request and response thereof shall be made in writing. If a security deposit is required for the tender, same can be extended for such a period.

The Earnest Money Deposit (EMD) and Tender form fee shall be accepted online. The EMD can be utilized to reduce the risks related to the bidder. The risks can be classified as under:

- 1) To withdraw the tender or proposal after the last date of receipt of tenders or make changes in the same;
- 2) Not to sign the contract;
- 3) Not to furnish security deposit as per the contract after acceptance of tender or proposal;
- 4) Not to fulfill any of the conditions as specified in the tender document before signing the same.

If the bidder fails to comply with the above risks, the concerned purchasing office shall have the rights to forfeit the EMD.

The last date for submitting the tender shall be clearly mentioned in the tender notice, tender document and in the corrigendum such issued. This final date should not fall on a public holiday and if such a date has been declared as holiday, then the final date can be extended to the next working day.

The method of evaluation and criteria for assessment (the number given to the every important criteria and how to use the same) shall be specified in the tender document. It shall be necessary to complete the assessment as per the specified criteria. The purchasing office shall invite the tender in two envelopes:

- 1) Technical-commercial bid shall include technical, quality and performance, commercial terms and conditions;
- 2) Financial bid shall include prices and other financial details. The net price of a good, central VAT, Maharashtra VAT and transportation charges should be shown separately.

The bidder company should ask for technical, commercial aspects along with financial aspects in one envelope. However, generally the method of two or three envelopes is used, where separate envelopes are used for pre-qualification, technical proposal

and commercial proposal. Irrespective of the number of envelopes used, following things must be included in the tender

- 1) Tender form fee and EMD
- 2) Clearance certificate about payment of sales tax;
- 3) Authority letter from the manufacturer (Maharashtra State Handloom Corporation/Federation shall be binding to produce the certificate that their own manufacturers or the units affiliated to them are the manufacturing units.)
- 4) The valid certificate issued by the Indian Bureau of Standards (BIS) in case of ISI marked goods.

In addition, the purchasing office may attach a list of other documents required to be furnished along with the tender. If two envelope methods have been used for assessment, then technical-commercial tender should be evaluated first and the financial bid of technically qualified bidder shall be opened and evaluated accordingly.

4.4.1.2 The criteria for pre-qualification for tender:

The pre-qualification criteria are being examined while approving the agencies participating in the tender process. The pre-qualification defined ambiguously affects the process of finalizing the contract or contract is executed non-transparently. Therefore, the min. qualification of the bidder, experience and number of works successfully completed of like nature, where, the quality and duration of completion of work are required to be fixed in advance. The objective of the selection process is to attract the reputed and competent agencies having a prior record of successful completion. The conditions of pre-qualification should be complete and un-ambiguous. The factors to be considered while deciding the pre-qualification should include the nature and scope of work, work experience and financial condition of the agency. (See Appendix 5)

The purchasing office shall not mention any such requirement due to which only limited bidders will take part in the purchase process and discriminating in nature. The Central/State government shall make it binding for the goods/services to be purchased from the

category of bidders or to prefer to purchase the same from the category of the bidders for the following reasons

1. To facilitate the domestic industry;
2. The socio-economic policy of the government;
3. Any other reason to pursue the policy of the Government notified formally in the consideration of larger public welfare.

If the purchasing office desires to limit the participation of bidders in bidding process, it shall declare the reasons for doing so. A government can impose following measures to keep the participation limited or execute the same as under:

1. To maintain law and order, morality or security among the citizens;
2. To protect the animal or botanical life or human life and health;
3. To protect the intellectual property; and
4. National Security and to protect the important places of India

4.4.1.3 Definitions of the requirement/work, scope and reference etc.

It is important to have a clearly laid definition of the works expected from the successful bidder in the tender document. When a seller is required to supply an instrument/product as a part of the project, the purchaser shall describe such product specification in detail. Care must be taken that the details specification are not favoring to any particular supplier.

4.4.1.4 The Terms and Conditions of the contract:

The tender contract should include the clauses like arbitration, natural disaster, compensation, liabilities etc., which generally applies to a contract. The contractual conditions shall be the part of the contract to be executed with the successful bidder. Some specific terms and conditions stand as an exception to the specific contractual obligations regarding specific demand. All the special terms and conditions in contradiction to the general terms or all special terms and conditions having revision should get approved by the legal officer.

4.4.1.5 The form to submit offer

In order to facilitate the information required for assessment of the tenders, a purchaser is required to provide forms to the bidders to make their offer. Some of the forms have been given below for reference, to be included in a tender document:

- 1) Pre-qualification letter;
- 2) The check-list of documents required for pre-qualification;
- 3) The form providing details of the bidder;
- 4) The declaration to be made by the bidder about non-inclusion in black list/ban
- 5) Form for the bank guarantee of performance;
- 6) Form providing details of the project;
- 7) Details of the proposed human-resource;
- 8) The form of the authority letter to be obtained from the original manufacturer of equipment's/goods;
- 9) Letter for commercial bid
- 10) Form and instructions for commercial bid.

4.4.2 Tender advertisement and distribution

The website of the Govt. of Maharashtra, <http://mahatender.gov.in> is available for the tender process. The advertisement should be published on the said website in detail and in brief in newspaper in the form of an advertisement. Therefore, they should reach to the maximum potential bidders and maximum transparency would be maintained. For this publicity through gazette is not required for this.

Following care should be taken while publishing tender notice:

- 1) The newspaper advertisement should be brief (to save the cost of advertisement) and it should indicate to refer the e-tender portal for details. The form of advertisement has been given in annexure-2.
- 2) It is not necessary to advertise the purchases from Rs. 3 lakhs to 25 lakhs in newspapers.
- 3) The approximate expenditure for all the open tenders if ranges between 25 lakhs to 5 crore, such advertisement shall

be published in a divisional level newspaper and a state level newspaper.

- 4) If the estimated expenditure for the open tenders is Rs. 5 Crore and more then the advertisement shall be published in a minimum one national level newspaper and one state-level newspaper.
- 5) The tenders shall also be published on the website of e-portal of the Govt. of Maharashtra and web-site of the department.
- 6) The condition of the gazette notification is hereby withdrawn.

4.4.3. Duration of the tender:

Every purchasing office shall pre-decide an achievable time bound program to complete the various stages of purchase and shall mention the same in the tender document. The purchase office shall follow the time bound program and if fails to do so, shall extend the same with reasons in writing.

The minimum time period from the publication of tender notice to presenting the tender is as under:

Sr.No.	Type of Tender	Min. Duration for Tendering
1.	Open Tender	
A	Rs. Three (3) lakhs to Twenty-five (25) lakhs	One week or minimum 5 working days, whichever is higher.
B.	Tender amount of Rs. Twenty-five (25) lakhs to Rs. Five (5) Crores.	Two weeks or minimum 10 working days, whichever is higher.
C.	Tender amount beyond Rs. Five (5) Crore	3 weeks or minimum 15 working days, whichever is higher.
2	Urgent order	One week or min. 5 working days, whichever is higher.
3	Limited Tender	2 weeks or min. 10 working days, whichever is higher.

The government offices shall take care that the tender notice is published along with all terms and conditions. If the purchasing department requires some modifications in the tender program, it

shall be at liberty to issue corrigendum. However, a minimum period should be granted from the date of issue of the Corrigendum. i.e. the period from the date of publication to the issuance of corrigendum should be extended further.

4.4.3.1 Extension for the tender period:

A minimum three bidders are required to make the tender competitive. If less than three bidders takes part, the concerned officer should give an extension of one week at first. If it is found that less than three bidders have taken part even after such an extension, a further extension of one week should be given for the second time. No further extension should be given thereafter.

If following situation arises while implementing the tender process, the steps mentioned below should be taken:

- a) If three or more tenders technically qualified, the purchase department can go ahead.
- b) If two tenders become technically qualified, the actual purchase price and the estimated price decided earlier has a difference of (-) 20 % to (+) 10 %, the purchasing department has liberty to accept the same. If such price do not come under the price band then there should be re-tender.
- c) If no tender is received or a single tender technically qualifies, then there should be retender.

For a tender value of below Rs. Ten (10) lakhs, only one time extension should be given.

If the importance has been given for the timely completion of the work then the purchase officer can decide to go ahead (after giving extension for 2 times) even if less than 3 tenders are received then, he will record appropriate reasons for that. In such a situation, the purchase committee would take extra care about the reasonableness of the price.

4.4.4 Receiving offer, opening tenders and assessment:

The purchase office shall take care to maintain transparency in the entire process of receipt of tenders, opening of tenders and assessment.

After receiving the offer and opening the same, as per the assessment criteria and procedure, the assessment criteria should be made. The assessment shall include the following:

- 1) Price of the good;
- 2) Operation, maintenance, and repair cost of the goods/services
- 3) Time period for the supply of goods.
- 4) Features of the goods to be purchased (like functional features or environmental features)
- 5) Condition regarding payment for the goods along with guarantee.
- 6) If required the criteria based on the quality of the tenderer, employees involved in the supplying of goods, like their experience, credibility and professional and technical competence.

No new assessment or revised assessment criteria can be made applicable during the assessment of the offer or the method of assessment can be changed. This ensures the objective and transparent assessment of process.

During the assessment of tender if it is found that the tenderer is otherwise not eligible as per the criteria laid down or the tender is not compatible with the important requirements or the tender has incorrect information or the tenderer or on behalf of him someone has made inducement to the purchase officer or agrees to so, or a conflict of interest is affecting the fair competition at larger level, such a tender shall be dropped out from the assessment.

4.4.4.1 Guidelines for negotiation:

Once competition tendering is done, no scope for negotiations should be given. Negotiations may send wrong signals in the market and doubts for the tender agency. Therefore, no negotiations should be made except with the L-1 tenderer. However, negotiations with the L-1 tenderer can be made under following circumstances only.

- 1) If the prices of the some of the parts are not justifiable or higher than the market prices;
- 2) If a tenderers cartel is suspected to be formed;

- 3) If a minimum 3 valid commercial bidding has not been made possible.

The negotiations should not be misused. The negotiations with the L-1 with ill motive may lead to delaying the decision. The authority recommending for the negotiations is required to record convincing reasons for the same. Otherwise, care should be taken that the tenders are made final during the prescribed period only.

The negotiations should be made by the entire tender committee than through any person. The documents of the negotiations should be maintained and tenderer should put his post negotiations offer before the tender committee in writing.

4.5

Process for Urgent order purchase

Irrespective of the value of the purchase, the request for quotation method can be accepted to invite offer. In this method, there are no specific requirements regarding competitions (national/international) However, the purchasing staff should take care to call a minimum of 3 quotations.

Following points should be considered while calling for quotations / offer:

- 1) No specific form is required; an oral request can be made to the suppliers if required.
- 2) A final date is required to be conveyed to the suppliers as to convey when the quotation is expected from them.
- 3) Additional Suppliers can be added at any point of the process.
- 4) Legal existence of each of the three suppliers should have been established and no conflict of interest should exist between them.
- 5) Local supplier can be given priority due to time constraint and communication disturbances. However, the purchasing staff should be aware of the ups and downs in the local availability of goods during emergency. Therefore, it is always better to make sure about the availability of goods before placing order.
- 6) It could not be possible for a supplier to provide all the goods of technically most acceptable and of fewer prices to supply

all the goods or in the fullest quantity. Therefore, during emergency purchase the purchaser requires to clearly mention about the option of divided order in the RFQ. If a supplier is not able to supply the goods in fullest numbers, then, the supplier having quoted the least price can be given with the additional order.

- 7) If time is available, the request for quotation should be made in writing and it should be ensured that the transparency is maintained in the process by providing information to all the suppliers.

4.5.1. Assessment:

1. After receiving of an offer for RFQ in emergency, it should be examined with reference to the requirements as mentioned in the quotation. A minimum of three quotation holders should be involved in assessment of the offer.
2. A contract can be signed with the person offering lowest price or technically most acceptable offer. A self-certified assessment report is required to be done here.
3. Following points are required to be considered:
4. The most acceptable method, technically, is assessment as per the lowest price. If an assessment is made as per this method and no other correct assessment criteria is required to be fixed, then the staff of the purchaser should take care that all the suppliers are informed with the requirements of the purchase, date of supply and factors on the basis of which the assessment is to be made and supplier is to be selected.
5. As less time is available to examine the background due to time constraint, the purchasing staff should ask for performance security from the tenderer. If the tenderer expresses his willingness to furnish the same voluntarily, then it should be considered as a positive sign about the financial status of the company. The security amount for the urgent order should be more.

4.5.2. Result of the Tender:

The purchase office shall consider the tender to be successful if:

- a) The least price, where price was the only criteria;
- b) The criteria specified for the assessment of the tender and most profitable tender decided on the basis of the procedure, where price and other factors for approval.
- c) Most profitable tender on the basis of selective non-financial criteria or other criteria specified for the assessment of the tender on the basis of selected document, where no financial criteria are applied.

A tender will be considered to be successful only where the competent authority shall approve the purchase in reference to the tender. When the purchase office decides to accept a tender as approved by a competent authority, it shall inform the same to the tenderer (**See Appendix-7**) and same shall be published on the portal of the department within seven (7) days. Also, the tender acceptance order will be issued through portal. The purchase office shall inform the tenderer about the requirements like signing on any other document or furnishing the security deposit etc., within a prescribed time period. (**See Appendix 4 -A**)

For getting emergency order one specific request form should be completed and should be signed by Presenting Officer. In the request for getting emergency order, besides regular information, following points should be included:

- 1) Concerned Purchase Officer/Employee should give written undertaking that they should not have any conflict /interest with the supplier, in whose favor Tender result is passed.(See Para 11). If there is any conflict of interest it should be disclosed at this stage. Besides this during the purchase, at any time if there is possibility of conflict of interest as per regular necessity, that may also be disclosed.
- 2) Concerned Purchase Officer/Employee should give written undertaking that all the necessary documents are available in the file.

- 3) Concerned Purchase Officer/Employee should give written undertaking that result of recommended Contract is the best solution available at the time of recommendation.
- 4) There must be availability of funds before approving such contract.
- 5) It should be mentioned in the file that no any re-review order should be passed in such matter.

4.6 Security Deposit

- a) The successful bidder has to deposit at least 3 % of amount of the order value in any of the following form to purchasing officer:-
 1. Demand draft in the name of officer and the same to be payable at the place of purchasing officer.
 2. Bank Guarantee of any scheduled commercial/duly valid within the agreement period. (See Annexure-10)
 3. After declaration, the tenderer shall deposit the security deposit within fifteen (15) days. Failing to this, the purchase office may cancel the notification.
- b) The tenderer under the following categories shall be required to keep the amount at the rate of 2 percent of the order value.
 1. The firms registered situated in Maharashtra and registered with the DGS & D, New Delhi and the Controller, Printing and Stationary, Kolkata for such products;
 2. All the government and semi-government firms falling under the Govt. Of Maharashtra and the Zilla Parishads in Maharashtra and the wholly owned undertakings of any state and the Govt. Of India.
- c) The oil companies owned by Central Government like the Indian Oil, Bharat Petroleum, Hindustan Petroleum etc., will not require furnishing such deposit. If any other companies of the central government require such a concession, then the case wise reference is made to the Industries Department of Industry.
- d) The micro and small enterprises registered with the National Small Industries Corporation (NSIC) and the Micro, Small and Medium Enterprises Development Institute has been exempted from depositing the security amount for the purchase up to Rs. 25,000/- and if the purchase price is higher than Rs. Twenty Five

(25) thousand then, they shall be required to keep the amount to the extent of 3% of the purchase price or Rs. Ten (10) thousand, whichever is less, as security. However, the goods having price more than Rs. Twenty five (25) thousand, the first twenty five thousand should not be taken into calculation.

- e) The security deposit should not be returned till the expiry of the warranty period as mentioned in the purchase order. If no complaint is received during the warranty period against the supplier, the security deposit will be returned against the furnishing of an indemnity bond, should be a condition to be put in the order. The security amount should be returned without receiving a no-objection certificate from the supply department in regard of the quantity agreement and/or expiry of the period.

4.7 Care to be taken while accepting the goods

- a) The goods should be inspected immediately after reaching to the location of supply;
- b) The faults/lacunae/errors found during inspection should be brought to the notice of the organization of the suppliers/tender committee. This action should be taken within 15 days from the date of supply.
- c) The receipt of sending the goods by the railways [RR] or inspection are the conditions, 90 percent of the amount should not be released unless the inspection note is received or the conditions put in the payment clause are fulfilled.
- d) The remaining amount shall not be paid unless the goods are inspected as per the details and payment shall not be made unless the delivery of goods is made as per the specifications is ascertained.
- e) The purchase department shall not make any advance payment to the concerned supplier while accepting the goods. However, if the goods to be bought from the Indian Ordnance Factories in such cases, the amount shall be paid 100 percent in advance.

4.8 Preparation of purchase process document:

Following the principles of transparency and responsibility, every particulars entry in the purchase process shall be kept on computer or printed file.

It is necessary to initiate the ekpramannasti method along with giving numbers to every business factor. It would facilitate the search of file and management of purchase will become easy.

As per the government orders, the records are classified as under:

1. A Class: to be kept permanently;
2. B. Class: Files to be kept for 30 years;
3. C Class: Files to be kept for 5 years;
4. D Class: Files to be destroyed after 1 year from the completion of work.

Considering the time period fixed for various categories, the files are classified as under:

1. The indents sent by the various departments for stores purchase: Class C
2. The inspection made by the Purchase cell (after accepting the tender) : Class C
3. Registration of the firm as an approved supplier: Class B
4. Minutes in the work list prepared to put before the purchase committee: Class B
5. Minutes of the meeting of purchase committee: Class B
6. Policy file of the purchase committee: Class A
7. File for black-listing the defaulter firms: Class A
8. The miscellaneous correspondence regarding purchase: Class D

Chapter 5

Other Guidelines

- 5.1 Suspension
- 5.2 Banning
- 5.3 Removal
- 5.4 Procedure to be adopted ban / suspension /removal
- 5.5. Cancellation of procurement process
- 5.6 Guidelines in dealing with suppliers
- 5.7 Resolution of disputes
- 5.8 Penalties
- 5.9 Environmental considerations and social responsibility
- 5.10 Buy back
- 5.11 Purchases from Jail Department
- 5.12 Procurement from the Ex-servicemen, Training and Production Center, Satara
- 5.13 Procurement of self- manufactured medicine from State Government undertaking Haffkin
- 5.14 Reservation and facilities for products manufactured from small and micro scale Industries
- 5.15 Purchase to be made from the Organisation for blind and disabled
- 5.16. Maharashtra State Handloom Corporation/Federation (Mahatex)
- 5.17 Govt. Corporations/Initiatives

5. Other Guidelines

5.1 Suspension:

Suspension of business may be ordered where, pending full enquiry into the allegation, it is not considered desirable that business with the firm should continue. Such an order may be passed:-

- a) If the C.B.I. or any other investigating agency recommends such a course in respect of a case under investigation;
- b) If the Head of Department/Procuring Authority of the Administrative Department is Prima facie of the view that the firm is guilty of an offence involving moral turpitude in relation to business dealings which, if established, would result in business dealings with it being banned;
- c) If a firm/supplier is, prima fascia, found involved in some irregularity/misconduct to obtain supply order;

An order of suspension on account of all of the above shall be passed by the concerned Head of the Department. The concerned head of the Department will send the proposal about (a) to Development Commissioner (Industries) and D.C. (Ind.) will initiate to further proceedings. The concerned head of the department will initiate about (b) and (c) an enquiry for the suspension. Respectively concerned head of the Department and D.C.(Ind.), as a result of enquiry, the order of suspension could be extended or suspension may be revoked to concerned department and all other departments. The suspension orders will be applicable for a period of one year or completion of enquiry whichever happen earlier.

Such orders shall be displayed on the concerned department website and state e-tendering portal and shall be effective to all other departments/Directorate of Industries. Such an order shall also be extended to all the allied firms.

5.2 Banning

Banning of business dealings with a firm shall be of two types:

A) Banning by one Department including its attached and subordinate offices.

B) Banning by all Department including their attached and subordinate offices.

A. Banning by one department.

- 1) An order of the first type for banning business dealings with a particular firm shall be passed by the Department concerned. However before issuing such an order, the department can consult with Development commissioner (Industries) if necessary;
- 2) Such an order may be passed in cases where the offence is not considered serious enough to merit a banning order of the second type, but at the same time, an order removing the name of the firm from the list of approved suppliers is not considered adequate.
- 3) Such an order shall be issued for a specific period.
- 4) Such an order shall not be circulated to all administrative departments but shall cover all the attached/subordinate offices of the department issuing order. However a copy of the order should be sent to the Industries department and to the C.S.P.O. of the Directorate of Industries.
- 5) No contract of any kind whatsoever shall be placed with a banned firm including its allied firms, by the Department issuing order and its attached and subordinate offices after the issue of a banned order. However the contracts given before the issue of the banning order shall, not be affected by the banning order.

B. Banning by all Departments:

This type of banning implies that all Departments/Offices of Government of Maharashtra are forbidden from dealing with that firm. The grounds in which such banning may be ordered are:

- 1) If security considerations including question of loyalty to the state so warrant.
- 2) If the proprietor of the firm, the employee, partner or representative is convicted by a court of law following prosecution by C.B.I/ other state or Central Investigating Agency or under normal process of law for offenses involving moral turpitude in relation to business dealings;
- 3) If there is strong justification for believing that the proprietor or employee or representative of the firm has been guilty of malpractice such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation, evasion or habitual default in payment of any tax levied by law;

- 4) If the firm continuously refuses to return Government dues without showing adequate cause, and Government are satisfied that this is not due to a reasonable dispute which would attract proceedings in arbitration or court of law; and
- 5) If the firm employs a Government servant dismissed/removed on account of corruption; or employs a non-official convicted for an offence involving corruption or abatement of such an offence in a position where he could corrupt Government servants.

Banning of firms and the revocation thereof shall be ordered by Directorate of Industries. A banning order passed in respect of a firm shall be extended to all its allied firms. Such an order shall be endorsed to an automatically implemented by all Departments including their attached and subordinate offices.

A banning order shall specify:

- a) The Specific period (permanent if required) for which it will be effective; and
- b) The names of all partners, directors etc. of the firm and its allied firms.

No contract of any kind whatsoever shall be entered into a banned firm, including allied firms by all Secretariat Department/ Departments/ Offices of Government of Maharashtra after the issue of banning order. Contracts concluded before the issue of the banning order shall, however, not be affected by the banning order. Particular care should be taken to see that the same firm does not appear under a different name to transact business with government. Even in cases of risk purchase, no contract should be entered with a banned firm.

The supply of controlled raw materials, including imported raw materials, will not be denied to a banned firm. The allotment of raw materials shall be regulated by the law/rules governing their allocation. A banning order shall be published on the State e-tendering portal.

5.3 Removal

- 1) Removal from the list of approved suppliers implies that on account of its non-performance or other disabilities, the supplier concerned is no longer considered fit to remain on the approved list.

- 2) The concerned departmental head/Development Commissioner (Industries) will be competent enough to remove a supplier from the list of registered supplier if such supplier;
 - a) Fails to execute a contract or fails to execute it satisfactorily;
 - b) No longer has the technical staff or equipment considered necessary;
 - c) Fails to furnish Income Tax clearance certificate as required under the rules;
 - d) Is declared bankrupt or insolvent or its financial provision has become unsound and in the case of a limited company, it is wound up or taken into liquidation.
- 3) Orders removing a firm from the list of approved suppliers should be communicated to it together with reasons therefore. (It shall not, however, be necessary to give the firm an opportunity of showing cause against the proposed action).
- 4) In respect of a firm which is registered for more than one item, orders regarding removal on account of reasons mentioned at (C) and (D) of para 2 above shall apply in respect of all items but case of reasons (A) and (B) orders regarding removal will be make applicable in respect of one or more items as may be relevant.
- 5) Once removed the name of a firm may not be restored on approval list unless it satisfies the normal registration requirements and competent authority is satisfied that the firm should be registered.

5.4 Procedure to be adopted for banning /suspension/removal:

1. The Secretary in-charge of the concerned Administrative Department will appoint Officer/Officers to initiate and conduct proceedings to ban/suspension of Government business dealings with the firm.
2. Proposals for banning/suspending business dealings of the Government with the firm should be sent to Officer (s) thus appointed.
3. These officer (s) will be competent to consider the proposals and in appropriate cases issue notice to show cause to the firm as to why business dealings of the Government should not be banned/suspended with the firm, receive and consider the replies of the firm to the show cause notice, hear the firm's representative and pass final orders.

4. In conducting these proceedings the nominated officer will act in a quasi-judicial capacity and will work independently.
5. An appeal against the final order passed by the officer(s) so appointed shall lie to the secretary of the concerned Administrative Department.
6. If an order is passed against the firm after proceedings, in the order itself, the nominated officer shall mention that the firm prefers an appeal to the Secretary against the order within forty five (45) days from the date of order.

The nominated officer while conducting the proceedings needs to keep following points in view.

- 1) It has to be ensured that a reasonable opportunity of showing cause has been afforded to the parties and there is oral or documentary proof in support of the allegations against the suppliers before banning business with them.
- 2) In case police department have recommended the banning of business with a supplier, the role of police department comes to an end with the recommendation and the department should undertake further proceedings through its own officers.
- 3) To initiate the departmental enquiry, a show cause notice accompanied with the copies of all relevant documents on the basis of which action is proposed should be served on the supplier and he may be asked to file a written reply by a certain date (which would be a reasonable period depending upon the circumstances of each case). A copy of the reply alongwith the copy of the documents which the supplier may have furnished should be supplied to the department for their reply, if any.
- 4) After the written submission of the parties has been received, the enquiry officer should fix a date for hearing. In case either of the parties wants to adduce oral evidence and the enquiry officer considers that the request is not frivolous or vexatious, he may permit the producing of the oral evidence with opportunity to the other party for producing evidence in rebuttal. After the oral evidence has been closed, the enquiry officer should hear the arguments and thereafter the enquiry stands concluded. He is then left to pass an order.
- 5) If during the course of an enquiry, the supplier likes to be represented or assisted by a lawyer, the request should not normally be refused. The Department may also be afforded similar facility if such a request is made by them.

- 6) Since it is not possible to issue instructions with respect to each and every situation that might arise during the course of any enquiry, it needs to be borne in mind that the decision relating to all matters during the enquiry should be in accordance with the principles of justice, equity and good conscious. No technical rules of evidence etc. are applicable in domestic enquiries.

5.4.1 Communication to the firms

The decision regarding removal from Registration/suspension/banning of business dealing taken after the issue of a show cause notice and consideration of representation, if any, in reply thereto should be communicated to the firm concerned.

5.4.2 Revocation of Banning/suspension Orders

- 1) An order for banning/suspension passed for a certain specified period shall be deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific normal order of revocation except that an order of suspension/banning passed on account of doubtful loyalty or security condition shall continue to remain in force until it is specifically revoked.
- 2) An order of banning for the reasons mentioned above may be revoked if in respect of the same facts, the accused has been wholly exonerated by a court of law.
- 3) A banning/suspension order may on a review be revoked by the competent authority if it is of the opinion that the disability already suffered is adequate in the circumstances of the case.
- 4) Revocation of Banning/suspension order should be also published on the state e-tendering portal within seven (7) days from the date of such an order.

5.5. Cancellation of purchase process:

- A. The procuring office may, for reasons to be recorded in writing; cancel the process of procurement initiated by it at any time prior to the acceptance of the successful tender or even after the successful tender is accepted.

- B. The procuring office shall not open any tenders or proposals after taking a decision to cancel the procurement and shall return such un-opened tenders or proposals.
- C. The decision of the procuring office to cancel the procurement and reasons for such decision shall be immediately communicated to all tenderers that participated in the procurement process.
- D. If the tenderer whose Tender has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
- E. If a tenderer is convicted of any offence, the procuring entity may-
 - 1) Cancel the relevant procurement process if the Tender of the convicted tenderer has been declared as successful but no procurement contract has been entered into;
 - 2) Rescind the relevant contract of forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted tenderer.

5.6 Guidelines in dealing with suppliers

The purchase shall seek to treat all suppliers in a fair and equitable manner in line with the principles of fairness, integrity and transparency in the procurement process.

Nothing should prevent suppliers from competing for the purchasers business on fair, equitable and transparent basis. Therefore personnel involved in procurement activities are responsible for the integrity of procurement process and maintaining fairness in the purchaser's treatment of all suppliers.

All employees involved must insure that they abide by the following code of conduct while dealing with supplier.

- 1) During the pre-solicitation phase, no one must allow supplier's access to specific, privileged information on a particular acquisition before such information is available to the business community at large;
- 2) During the solicitation phase, all suppliers must receive identical information. Any clarifications to the tender documents must be

provided at approximately the same time, in writing, to all suppliers.

- 3) Specifications should be linked to function and to performance as much as possible. Conformance specifications must only be used when necessary. They must not include conditions limiting competition nor be unnecessarily restrictive, as this may discourage competition;
- 4) Individuals having personal or financial interests in a supplier responding to a solicitation are prohibited from any involvement in the procurement process.
- 5) During the evaluation, the evaluation criteria specified in the tender document must be applied in the same manner for each evaluated offer. Under no circumstances shall the new evaluation criteria not mentioned in the tender documents be introduced during the evaluation process.

A conflict of interest occurs when the purchaser's private interests, such as outside professional relationships or personal financial assets, interfere or appear to interfere with the proper performance of his or her professional functions or obligations as a government official. Within the procurement environment, conflict of interest may arise in connection with such a private interest as personal investments and assets, political and other outside activities and affiliations while in the service, employment after retirement of service or the receipt of a gift that may place the personnel any position of obligation. A conflict of interest also includes the use of purchaser's assets, including human, financial and material assets, or the use of purchasing office or knowledge gained from official function for private gain or to prejudice the position of any of purchaser's personal. A conflict of interest may also arise in situations where purchaser's personnel is seen to benefit, directly or indirectly, or allow a third party including family, friends or someone they favour, to benefit from purchaser's personnel's decisions.

In any purchaser personnel believe that he may have a conflict of interest, he shall promptly and fully disclose the conflict to the purchaser's Ethics officer or higher authorities and shall refrain from participating in any way in the matter to which the potential conflict relates, until the conflict has been resolved satisfactory. In some

cases, it may be determined that, after full disclosure to those concerned purchaser's interests are best served by participation of the individuals, despite the conflict.

5.7 Grievance Redressal

5.7.1 Review by Purchase Department

Any tenderer or prospective tenderer aggrieved that any decision, action or omission of the procuring office is in contravention to the rules and guidelines issued there under, may within a period of ten days or such other period as may be specified in the pre-qualification documents, tenderer registration documents or tender documents as the case may be, from the date of such a decision or action, may can application for review of such decision or action, as the case may be, to the procuring office clearly fiving the specific ground on which he feels aggrieved;

- a) Provided that after the declaration of tenderer as successful, the application for review may be filed only by a tenderer who has participated in procurement process,
- b) Provided further that in case a procuring office evaluates the technical tender before the opening of the financial tender, an application for review related to the financial tender may be filed only by a tenderer whose technical tender is found to be acceptable.

The official, to whom the application for review has to be addressed, shall be indicated in the pre-qualification document, tenderer registration document or tender document, as the case may be, upon the receipt of an application for review, the procuring office shall decide on whether the tender process should be suspended pending disposal of the application. The procuring office may, after examining the application and documents available to him, give such reliefs as may be considered appropriate to the applicant and communicate its to the applicant and if required, to other tenderer or prospective tenderers. The procuring office shall deal with an application as expeditiously as possible and shall endeavor should dispose it of within thirty (30) days from the date of receipt of the application or such other period as may be specified in the pre-

qualification documents, tenderer registration documents or tender documents, as the case may be.

5.7.2 Procurement Redressal Authority

If the procuring office fails to dispose of the complaint application made within permissible time limit, or if the tenderer or supplier or prospective tenderer feels aggrieved by the decision of the procuring office, the tenderer or supplier or prospective tenderer may file an application for a redressal to the Central Stores Purchase Committee as below, within 15 days of the expire of the allowed time or of the date of the receipt of the decision, as the case may be:-

1)	Joint / Dy. Secretary (Industries)	Chairman
2)	Dy. Secretary, Finance Department	Member
3)	Jt. Director of Industries (C.S.P.O), Directorate of Industries	Member Secretary
4)	Invitees from the concerned department (if necessary)	Invitee

Every application for redressal shall be made in such a form and manner and shall be accompanied by such a fee as may be prescribing along with a bank demand draft of amount Rs. Fifty Thousand (50,000/-), which will be refundable if the grievance is found to be true. However, if the grievance is found false then the amount shall be forfeited. The Central Stores Purchase Committee shall examine the application and may give a hearing to the complainant if deemed necessary and shall submit its report to the Development Commissioner (Industries). The decision of the Development Commissioner (Industries) shall be final and binding on the tenderer and procuring department.

The formation of committee of retired officers, experts in procurement process is under consideration for the resolution of disputes/complaints, till then afore-stated Central Stores Purchase Committee will take care of the resolutions.

5.8 Penalties

5.8.1 Punishment for accepting awards/valuable thing in respect of public procurement

Whoever, being a public servant acting in connection with any procurement process, accepts or obtains or agrees to accept for himself or for any other person, any gratification other than legal remuneration or any valuable thing without consideration or for the consideration which he knows to be inadequate, in connection with such public procurement, as motive or reward for doing for bearing to do any official act or from showing or forbearing to show, in the exercise of his official functions, favor or disfavor to any person or for rendering or attempting to render any service or disservice to any person, shall punishable as per the provisions in the Maharashtra Civil Services Rules to the appropriate service rules of the establishment to which the offender officer/employee belongs.

5.8.2 Interference with tender procedure

This will be applicable to,

1. Whoever

- a) Interferes with or influences any procurement process with the intention of securing any wrongful gain or undue advantage for any prospective tenderer or tenderer; or
- b) Interferes with the procurement process with intention of causing any unfair disadvantage for any prospective tenderers or tenderers;
- c) Engages in any action or lobbying, directly or indirectly, with the objective of unduly restricting fair competition;
- d) Intentionally influences any procuring office or any official thereof or willfully or fraudulently make any assertion or representation that would restrict or constraint fair competition in any procurement process;
- e) Engages a former official of a procuring office as an employee, director, supplier/consultant, within a period of one year after such former official was associated with a procurement in which the employer had an interest;

- f) Engages in any form of tender- rigging, collusive tender or anti-competitive behavior in the procurement process; or
 - g) Intentionally breaches confidentiality for any undue gain.
- Will be legally convicted.

2. The tenderer who:

- a) Withdraws from the procurement process after opening of financial tenders;
- b) Withdraws from the procurement process after being declared the successful tenderer;
- c) Fails to enter into procurement contract after being declared the successful tenderer;
- d) Fails to provide performance security or any other document or security required in terms of the tender documents after being declared the successful tenderer, without valid reasons,

5.8.3 Vexatious Complaints

Whoever intentionally makes any vexatious, frivolous or malicious complaint, with intention of delaying or defeating any procurement or causing loss to any procuring office or any other tenderer, the legal offence can be registered against by procuring office or tenderer.

5.8.4 Offences by Companies

Where an offence has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:

Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.

Where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributed to any neglect on the part of any director, manager, secretary or other officer of the company,

such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished with appropriate judicial punishment.

5.8.5 Debarment from participating in tender

A tenderer shall be debarred by in State Government if he has been convicted of an offence like:

- a) Under the Prevention of Corruption Act, 1988; or
- b) Under the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as a part of execution of a public procurement contract;
- c) A debarred tenderer shall not be eligible to participate in procurement process of any procuring office for a period not exceeding three (3) years commencing from the date on which it was debarred.
- d) If a procuring office finds that a tenderer has breached the code of integrity, it may debar the tenderer for a period not exceeding two (2) years.
- e) Where the entire tender security or entire performance security or any substitute thereof, has the case may be of a tenderer has been forfeited by a procuring office in respect of any procurement process, procurement contract or framework agreement, the tenderer may be debarred from participating in any procurement process undertaken by the procuring office for a period not exceeding for two (2) years.
- f) The State Government or procuring office, as the case may be shall not debar a tenderer under this section unless such tenderer has been given a reasonable opportunity to represent against such debarment.
- g) If the tenderer in the past after the submission of the tenders has withdrawn his tenders for three times or more.
- h) The Proprietors/Partners/Directors /Trustees of the debarred/banned/suspended firm if they are Proprietors/ Partners/ Directors/Trustees in any other firm cannot participate in the tenders of Government/semi Government departments and all

other institution to which the provisions of this procurement manual are applicable, till such time as debarment/banning/suspension is in force.

5.9 Environmental Consideration and social responsibilities

Suppliers have the obligation with purchaser to comply with the Rules, Regulations and other laws concerning child labor, sexual exploitation and the fundamental rights of workers. By signing any contract with purchaser, the supplier confirms that he adheres to the provisions made in them. The department must be committed to doing business only with those suppliers sharing its values of respect for fundamental human rights, social justice, human dignity, and respect for the equal rights of men and women. Suppliers have the duty to respect key obligations on child labor, sexual exploitation, health and safety, working conditions, freedom of association, environment, non-discrimination, human rights, and anti-corruption measures.

Additionally the supplier should also comply with the rules laid out by central and state government with regards to environment, forests and mines.

If the supplier/tenderer is found to be contravening these considerations, the supplier/tenderer may be disqualified from the tender process, and action shall be taken by the Purchase Officer as per the appropriate provisions made in this manual.

5.10 Buy Back

When it is decided to replace some existing old goods/equipment with the newer and better versions/substitutes, the department may trade the existing old goods while purchasing the new ones. Suitable clauses may be incorporated in the tender document so that the interested tenderers can submit their tenders accordingly. However, this option should be resorted to only in exceptional circumstances provided the price quoted is fair and reasonable.

5.11 Procurement from Jail Department

As per the guidelines of Home Department, Inspector General of Jails has to publish the approved and fixed price list of items, quantity on e-portal for the information before 31st March every year. To avoid delay in procurement of these Goods, in case the Jail Department is unable to process the order in time, it shall be duly documented. Also, if the entire quantity cannot be supplied by Jail Department, then the concerned department should be informed within 30 days from the receipt of indent. In case the jail department is unable to process the order, then the concerned department may purchase these items from the manufacturer of these items by following the procedure. The Purchasing department should keep reasons on record for purchases made from other than jail department.(Products manufactured by Jail Dept. Appendix 14)

5.12 Procurement from Ex-Servicemen Training and Production, Satara

As per the guidelines from General Administration Department, Ex-Servicemen Training and Production center, Satara should publish the list of items, quantity; price etc. to be supplied to departments on E-portal before 31st of March every year. To avoid delay in procurement of these Goods, in case the Ex-Servicemen Training and Production center is unable to process the order in time, it shall be duly documented. Also, if the entire quantity cannot be supplied by Ex-Servicemen Training and Production center, then the concerned department should be informed within 30 days from the receipt of indent. In case the Ex-Servicemen Training and Production center is unable to process the order, then the concerned department may purchase these items from the manufacturer of these items by following the procedure. The Purchasing department should keep reasons on record for purchases made from other than Ex-Servicemen Training and Production center (The list of items manufactured by Ex-Servicemen Training and Production center is given Appdix-15).

5.13 Procurement of self-manufactured medicines from State Government Undertaking “Haffkine”

The Procurement offices can purchase self-manufactured medicines from State Government Undertaking Company Haffkine Bio-Pharmaceutical Corporation Ltd, Parel and Haffkine Ajintha Pharmaceutical Company Ltd., Jalgaon. These companies should publish the name of medicines, packing size, quantity, price etc. on E-Portal before 31st of March every year. To avoid delay in procurement of these medicines, in case these companies are unable to process the order in time, it shall be duly documented. Also, if the entire quantity cannot be supplied by these companies, then the concerned department should be informed within 30 days from the receipt of indent. In case the companies are unable to process the order, then the concerned department may purchase these items from the manufacturer of these items by following the purchase procedure. The Purchasing department should keep reasons on record for purchases made from other than these companies. (The list of self-manufactured medicines by Haffkine Bio-Pharmaceutical Corporation Ltd, Parel and Haffkine Ajintha Pharmaceutical Company Ltd., Jalgaon is available in Appendix-16).

5.14 Reservations and facilities for products manufactured from Micro, Small & Medium Enterprises

As per facilities given with order dated 23.03.2012 by Ministry of Micro, Small & Medium Enterprises, of Central Government, the 241 number of products are reserved for procurement from registered Micro, Small & Medium Enterprises, (Appendix-17). The tender process should be accorded for the purchase of these items. In such tenders, only Micro, Small & Medium Enterprises or Maharashtra State Small Industries Development Corporation can participate. If the Procurement office invites composite tender for the items mentioned in Appendix-17, and there are chances that Micro, & Small Industries unable to participate in the tender, the reserved items can be grouped and separate tenders should be published for every group.

Accordingly, while procuring 100% procurement of reserved items from Micro & Small Scale Industries, 20% of purchases should be reserved for the manufacturers belonging to scheduled caste &

scheduled tribes. Maharashtra State Small Industries Development Corporation can also participate in the said tender proceedings.

The said reservation will be limited for a specific time period and review of the same will be made in accordance with competent monitoring procedures.

With reference to the Honorable Prime Minister's Task force Committee for promoting MSME industries, in scenarios where this MSME's participate in the tender process and if the subject matter of procurement is not reserved, it is advise to give 20% quantity reservation to MSME for only the products manufactured by them in the total order at L-1 price and out of 20%, 4% should be reserved for procurement from scheduled caste and scheduled tribes entrepreneurs.

5.15 Purchases to be made from the Organizations for Blind and Disabled

The products manufactured by the Charitable Organizations of the Blind and Disabled are reserved (Appendix-18). Apart from these organizations, in future, if the organizations for the blind and disabled certified by the Department of Social Justice and those registered with Commissioner Charity, are proposed for reservations before Central Stores Purchase Organization, the reservation will be approved by the committee under the chairmanship of the Principal Secretary (Industries). Addl. Chief Secretary (Finance), Principal Secretary (Social Justice) and Development Commissioner (Industries) will be the members of this committee.

The rate fixation of the products manufactured by such organizations will be done by the Central Stores Purchase Organization. The said organizations should send the proposals for fixation of rates to Central Stores Purchase Organization before 31st of March. The representatives of these organizations and officers of concerned administrative departments may be invited for meeting if necessary. The fixation of rate may be done by considering factors like average market price and production costs of the product. After the rate fixation, the Central Stores Purchase Organization should intimate the same to all the departments before 1st May every year.

The organizations which are incapable of supplying products should send the said list of products before 1st March to Central Stores Purchase Organization. The production capacity for the reserved items of such organizations will be reviewed by the Central Stores Purchase Organization after every two years.

5.16 Maharashtra State Handloom Corporation / Federation (Mahatex):

The Central Government has reserved 11 Handlooms products as per Handlooms Reservation Act 1985, and its further revision dated 26th July 1996. Based on the policies laid down by the Central Government, the products self-manufactured by Maharashtra State Handloom Federation (Mahatex) and Maharashtra State Handloom Corporation, Nagpur (Appendix-19) are reserved. The Rate fixation of these organizations will be done by Central Stores Purchase Organization. The production capacity of Handloom Corporation/Federation, list of product, quantities, and their rates should be uploaded on e-portal after due approval from Textile Department before 31st March and the concerned procuring offices should purchase within the limits of their capacity to supply. The products acquired by the Handloom Federation / Corporation from other manufacturers will not be accepted.

The said organizations should send their proposals for rate fixation to the Central Stores Purchase Organization before 31st of March. The representatives of these organizations and officers of concerned administrative departments may be invited for meeting if necessary. The fixation of rate may be done by considering factors like average market price and production costs of the product. The Central Stores Purchase Organization after fixing such rates should inform all the departments about the same before 1st of May every year.

It will be mandatory to all Procurement offices that the purchase of reserved items of Maharashtra State Handloom Federation (Mahatex) and Maharashtra State Handloom Corporation should be done through Corporation/Federation only.

5.17 Government Corporation / Undertakings

The Corporations/undertakings registered under the provisions of the businesses adopted by the Government desire to participate in the tender for the products manufactured by them, will have reservation of 30% of the total purchases at L-1 rate. The lists of products manufactured by Corporations/ undertaking and reserved for them are given in appendix (Appendix-20).

The Government Corporation should upload the details of the products manufactured by them, production capacity, quantity, rates etc. on e-portal before 31st of March every year.

The products purchased from Corporations should be self-manufactured by them, however if Corporations sell the products purchased from concerned registered society or industry, it will be binding upon the Corporations to ensure that the quality of products should be maintained. In this case, the Purchase Department or the concerned Corporation should ensure strict adherence to the policies stipulated by the concerned departments.

Chapter. No. 6**Appendix**

Appendix-1	Offer Form with Number and Price
Appendix-2	Format of newspaper advertisement
Appendix-3	Certificate of Urgent order Procedure Purchase
Appendix-4 (a)	Tender acceptance form
Appendix-4 (b)	Important Clauses Regarding Procurement Process
Appendix-5	Pre-Qualification Evaluation Format
Appendix-6	Pre-Bid Query Format
Appendix-7	Format of tender acceptance letter
Appendix-8	Tender form fee and Earnest money deposit
Appendix-9	Yearly Increase in purchase price in Procurement process
Appendix-10	Bank Guarantee Format for Tender Completion
Appendix-11	Affidavit Format for Lentin Commission Recommendations
Appendix-12	List of Approved Laboratories for testing of non ISI mark goods/items
Appendix-13	Certificate Given by H.O.D. of purchaser If item is purchased from single source
Appendix-14	Items manufactured by jail
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Appendix-16	Purchase of Medicines manufactured by Haffkin Institute, State Government Undertaking
Appendix-17	Items Reserved for Procurement from Micro and Small Industries
Appendix -18	Charitable Trust/Institute of Blind and Disabled
Appendix-19	List of Items Reserved For Purchase from Maharashtra State Handloom Corporation/ Mahasangh (Mahatex)
Appendix-20	List of Items Procured from Government Corporation and Undertakings

6.1 Appendix-1 Offer Form with Number and Price

(See Para No.3.1.2.2)

The following table must be used for estimation of value of the subject matter of procurement.

For instances where the value of procurement is **over INR Five Thousand but below INR Five Lakhs**, any one of the estimation methods given below should be used:

For instances where value of procurement is **over INR Five Lakhs but below INR One Crore**, any of the methods given below should be used:

1. Last Purchase Price
2. Market Survey (from at least three different sources)
3. Budgetary Quotes

For instances where the value of procurement is more than **INR One Crore**, any three of the methods given should be used:

1. Last Purchase Price
2. Market Survey (from at least three different sources)
3. Budgetary Quotes
4. Professional Officer's Valuation
5. Rates of Other Organization

୧	୨	୩	୪	୫	୬	୭	୮	୯	୧୦
Sr. No.	Name of Items	Quantity	Last Purchase Price (LPP)	Professional Officers' Valuation (POV)	Market Survey	Rates of Other Organizations	Budgetary Quotes	Estimated Cost	Total Cost (₹X₹)
୧.									
୨.									
୩.									
Basic Cost =					Total Costs =				
Taxes,Levies, etc. =									
Transportation =									
Note:									
୧. Values in columns ୪ to ୯ are to be mentioned in terms of rate per unit									
୨. Values to be indicated in column ୯ is to be derived by suitable analysis of rates mentioned in columns ୪ to ୮									

Format for Certificate Regarding Availability of Funds

b.	Total allocation under the code head
c.	Cash outgo during the current financial year on account of committed liability carried forwarded from the previous year
d.	Balance available for fresh commitments in current financial year (b-c)
e.	Cash outgo on account of the commitments already made during the current financial year based on schedule of delivery and payment terms in the supply orders / contracts
f.	Net balance available for further concurrence (d-e)

6.2 Appendix-2

Format of News Paper Advertisement

(See Para No.4.4.2)

<p><Dept Name>, Government of Maharashtra</p> <p><u>Notice for Tender</u></p> <p><u><Title of purchase></u></p> <p><Dept Name>, Government of Maharashtra, invites proposals from reputed and experienced companies to participate in the competitive bidding process to <brief description of the procurement>.</p> <p>For the detailed Tender document, interested bidders should visit http://maharashtra.gov.in/tenders or <Dept Web-site>.</p> <p>Tender submission would be online and the deadline to submit the proposals is --/--/---- (<time>).</p> <p style="text-align: right;">Sd/- (<Name of Officer>) <Name of Dept>, <u>Government of Maharashtra.</u></p>
--

6.3 Appendix-3

Certificate of Urgent order Procedure Purchase

(See Para No.3.3.1)

<Department Letterhead>

Date:

Ref. No. :

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 are made by the State Government under Government resolution number.....
3. In the event of 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 of these supplies as a provision for schemes extending over a period of two years under Government Resolution number..... Date.....

<Signature>

Name and Designation

6.4 Appendix-4(a) Tender Acceptance Form

(See Para 4.5.2)

GOVERNMENT OF MAHARASHTRA,
Address of Purchasing Department

Please quote in all letters, invoices, etc. The Number and date of this acceptance of Tender.
--

ACCEPTANCE OF TENDER BY THE GOVERNOR OF MAHARASHTRA

No. / /Name of Item/Fin. Year/

Date: -

To,

Ref: 1) Indent letter from -----, dt.-----
2) This office A/L No. -----, dt. -----

Gentlemen,

This office Tender No.-----, dt.-----and
in continuation of this office A/L No.----- dt.-----
----- for the stores specified in the schedule attached herewith has been
accepted, subject to the conditions under which you tendered to the extent
of the quantity and on the terms in your tender and/or acknowledgement
letter which is repugnant to or inconsistent with the terms & conditions of
this Acceptance of the 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 as soon as possible on the slip enclosed.
3. The security deposit of Rs.----- (Rs.-----) for due performance of contract made by you is liable to forfeiture to the Government of Maharashtra in the event of your non-fulfillment of the terms and conditions on which this Acceptance of Tender is issued.
4. Please quote in all letters, invoices, etc. the number and date of this Acceptance of Tender.
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 bill.
6. The total cost of the Acceptance of this Tender for delivery Free at destination, comes to Rs. ----- (Rs. -----) and you should not dispatch the goods if the total cost exceeds that amount.

Inspection: - The detailed & final inspection of the goods should be done by any officer authorized by -----

- 7-A The entire materials ordered will have to be offered for inspection in open condition if required and the same will have to be repacked in such a manner so as to be suitable for transport without any extra cost.

Designation and full postal address of the consignee.

Advance Sample: - If required Advance Sample must be dispatched to the Indenting Officer/Consignee so as to reach him by the dates specified. The Actual dates of dispatch must be reported promptly to this office. The sample must be of an acceptable quality and fully representative of the bulk supply. This is an essential condition of the contract and the Government shall under no circumstances be liable for any stores manufactured by you before the sample has been approved.

Failure and Termination of Contract: - If you fail to deliver the stores or any part thereof within the period prescribed for delivery the -----

----- shall be entitled in his opinion to take any one or more of the following steps:-

- (a) To recover from you as liquidated damages, a sum equivalent to half percent of the price of the undelivered stores at the stipulated rate for each week or part thereof during which the delivery of such stores may be delayed, as under:-

Category of Stores	Penalty Amount
The case of an order not exceeding Rs. 2.00 Lakh in value	At the rate of ½% per week subject to maximum limit of 10%.
In case of an order of Rs.2.00 Lakh and above	At the rate of ½% per week subject to maximum limit of 5%.

- (b) To purchase elsewhere, on your account and at your risk the stores so undelivered or others of similar description where others exactly complying with the particulars are, in the opinion, of the Directorate of Industries and Central Purchasing Officer, which shall be final, not readily procurable without cancelling the contract in respect of consignment not yet due for delivery.

- (c) To cancel the Contract.

In the event of action being taken under (b) or (c) above, you shall be liable to make good for any loss which the Government of Maharashtra may sustain by reason of higher price of the stores so purchased or otherwise howsoever.

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

11. Goods should be consigned to AS PER THE LIST TO BE ISSUED BY THE PURCHASING OFFICE OF -----

12. Goods should be dispatched at carrier's risk, failing which they should be properly covered by transit Insurance with Government insurance Fund, Mhada, Bandra (East), Mumbai-400 051 or New Address
- 1) The goods are inserted in packages in a safe and in a sound condition,
 - 2) According to the normal trade practice packing used is good. Failure to comply with these instructions may result in non-acceptance of transit risk by the Insurance Officer.
- 12(A) When the goods are dispatched from station outside Maharashtra State, the supplier has to declare the condition of the -packing: -
- i. Railway receipt should not be sent by V.P.P. and payment for goods dispatched should be made in the ordinary way.
 - ii. If Railway receipts are sent by V.P.P. it will be obligatory on the part of the firm supplying the stores to give prior intimation of dispatch of stores to the indenture and/or Consignee by a separate letter, of having done so.
13. Date of delivery (PLEASE SEE SCHEDULE ATTACHED)
- 1) Date of Delivery is the date on which acceptable goods have been offered for inspection to the inspecting agency.
 - 2) In the event of your inability to supply goods by the stipulated date, this office must be informed and no supply will normally be accepted by the consignee if delivered late, except on production of a specific sanction from this office.
14. **Bills:** - Bills for the stores to be supplied in compliance of this contract must be prepared in duplicate and sent to the consignee for payment.
- 14-A. **Octroi:** Nil against octroi exemption certificate Necessary Octroi Exemption Certificate will be issued by the Consignee.
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. This firm has executed the agreement and paid Security Deposit.
17. **Warranty Clause:** The Contractor/Seller hereby declares that the good / stores /articles sold to the buyer under this contract shall be of the

best quality (and workmanship) and shall be strictly in accordance with the specifications and particulars contained/mentioned in the schedule hereof and the Contractor/Seller hereby guarantees that the said good/stores/articles continue to conform to the description and quality aforesaid for a period of 3/6/12/ months from the date of delivery of said good/stores/articles to the purchaser and that notwithstanding the fact that the purchaser Inspector may have inspected and/or approved the said good/stores/articles, if during the aforesaid period of 24 months the said good/stores/articles be discover not to conform to the description and quality aforesaid or have deteriorated (and decision of the purchaser in that behalf will be final and conclusive) the Purchaser will be entitled to reject the said good/stores/ articles 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 Seller's risk and all the provisions herein contained relating to rejection of goods, etc. shall apply. The Contractor/Seller shall, if so called upon to do, replace the goods, etc. or such portion thereof as is rejected by the purchaser 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 purchasers in that behalf under this contract or otherwise.

Yours faithfully,

Purchasing Officer

For & On behalf of the Government
of Maharashtra

Copy to: -

(1) -----

(2)----- Etc.

SCHEDULE TO ACCEPTANCE OF TENDER

NO. / Name of Item / Fin. Year /

Date:-

Placed with -----

Item No.	Description	Quantity (eg. Dozen/ No./Unit/Thousand/Kg.etc.)	No.	Rate per No.	Total Cost

- 1) Rates: - F. D. Destination.
- 2) Taxes: - All Inclusive.
- 3) Deliver Period: Within Eight weeks from the date of confirmed order.
- 4) Payment Conditions: 90% payment within 2 weeks from the date of receipt of stores with inspection/test report and balance 10% within 30 days from the date of receipt of all stores in satisfactory condition as ordered. No advance shall be paid to the supplier.
- 5) No price escalation on any account will be allowed.
- 6) The firm has executed the agreement & Paid Security Deposit.
- 7) The name of the consignee:- -----
- 8) Octroi: Nil against octroi exemption certificate Necessary Octroi Exemption Certificate will be issued by the Consignee.
- 9) Force Majeure clause is not applicable.

Purchasing Officer

For & On behalf of the Government
of Maharashtra

Appendix-4(b) Important Clauses Regarding Procurement Process

(See Para No.4.4.1)

1. Risk Purchase:

The contractor fails to deliver the stores of any installment thereof within the period fixed for such delivery or at any time repudiates the contract before the expiry of such period, the Government is entitled to cancel the contract and repurchase the stores not delivered at the risk and cost of the defaulting contractor. In the event of such a risk purchase, the defaulting contractor shall be liable for any loss which the Government may sustain on that account provided the purchase, or if there is an agreement to purchase, such agreement is made, in case of default to deliver the stores by the stipulated delivery period, within six months from the date of such default and in case of repudiation of the contract before the expiry of the aforesaid delivery, within six months from the date of cancellation of the contract.

2. Fall Clause:

It is a condition of the contract that all through the currency thereof, the price at which you will the supply stores should not exceed the lowest price charged by you to any customer during the currency of the rate contract and that in the event of the prices going down below the rate contract prices you shall promptly furnish such information to us to enable us to amend the contract rates for subsequent supplies.

3. Force Majeure Clause:

“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 restriction, strikes, lock-outs or acts of God (hereinafter referred to as “events”), provided notice of happening of any such eventuality 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 respect of such nonperformance 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

purchasing officer 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 of 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 take over from the contract at a price to be fixed by the purchasing Officer 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 thereof as the purchaser may deem fit accepting such material, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain.

Important factors relating to placement of contracts Force Majeure Clause-The force majeure clause in the following form only (which will not form part of the general conditions of contracts) should be included in such contracts where the suppliers specifically insist 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.

6.5 Appendix-5 Pre-Qualification Evaluation Format

(See Para No.4.4.1.2)

Pre-Qualification Evaluation Analysis						
Department Name :						
Tender Ref & Date :						
Supplier Name:						
S. No.	Pre-Qualification Criteria	Supporting Documents Required	Required Documents Submitted (Yes/No)	Document Details	Criteria Met (Yes/No)	Remarks
Prepared By :			Status: Accepted / Rejected *****		Date:	
Verified By :						
Approved By:						

6.6 Appendix-6 Pre-Bid Query Format.

(See Para 4.4.1.1.)

Pre-Bid Queries Format					
Name of the Supplier :					
Department Name :					
Tender Ref No. :					
Tender Name :					
Due Date :					
S. No.	RFP Page No.	RFP Clause No.	Clause Title	Queries / Clarification	Justification by Bidder

6.7 Appendix-7 Format of Tender Acceptance Letter

(See Para 4.5.2)

Government of Maharashtra

Name of the office:

RFP No:

Mumbai, dated:

To M/s-----

Subject: _____

Ref: _____

With reference to above, I am pleased to inform you that your proposal for the subject cited above has been accepted by <<Name of the Department>>. The total charges accepted by <<Name of the Department>> are <<INR____ including / excluding all taxes>>.

You are now required to do the following within <<time period>> of this Letter of Intent:

1. Sign and submit the agreement attached herewith on <<INR 200/- Stamp Paper>>
2. Submit the Project Plan and Resource Mobilization Plan, in order to start the work at the earliest
3. Submit the Bank Guarantee of <<INR ____>> from Nationalized / Scheduled commercial bank in favor of <<Name of the Department>>. Validity of the Bank Guarantee should be minimum <<specify time period>>.

Best Regards,

Signature

<<Name of the Purchasing

Authority>>

6.8 Appendix-8: Tender Form Fee and Earnest Money Deposits

(See Para 3.1. 2.1)

S. No.	Estimated Value of Tender (INR)	Tender Fees (INR)	Yearly increase	EMD (INR)	Yearly increase
1	Upto 5 Lakhs	1,000	100	5,000	500
2	Above 5 Lakhs upto 10 Lakhs	2,000	200	10,000	1,000
3	Above 10 Lakhs upto 50 Lakhs	3,000	300	50,000	5,000
4	Above 50 Lakhs upto 1 Crore	10,000	1,000	100,000	10,000
5	Above 1 Crore	Respective Department to fix the Tender Form Fee		Respective Department to fix the EMD Value	

Earnest Money deposits

- 1) Micro and small scale manufacturing industries registered under Micro, Small and Medium Enterprises development act 2006 are exempted from paying Tender Form Fees and Earnest Money deposits.
- 2) Government Boards/Corporation/Undertakings and manufactures/suppliers registered under Micro, Small and Medium Enterprises development act 2006 should be exempted from paying Tender Form Fees and Earnest Money deposits. For this, the registered Suppliers have to produce authorization Certificate from manufacturer as Authorized Seller except Maharashtra State Handloom Corporation/Mahasangh.
- 3) After issuing Acceptance Order of Tender, the earnest money deposits received with tender enquiry should be returned within two months, otherwise after such period 10% interest should be charged. This interest amount should be recovered from those Officers/Employers who are responsible for delay in returning earnest money deposits.
- 4) The amount of Earnest Money deposit should be forfeited if the Tenderer backs out from Tender at any stage.

6.9 Appendix-9 Yearly Increase in purchase price in Procurement process

(See Para3.2.2)

(See Para (3.2.3))

Yearly Increase in purchase price in Procurement process

S. No.	Procurement Method	Para No. for reference	Base Limit (INR)
1	Direct (Spot)Purchase	3.2.2	Rs.5,000/- at a time but annual limit Rs. 50,000/-
2	Direct (Spot)Purchase	3.2.2	50,000/-
3	Procurement through Quotations	3.2.3	above Rs.5,000/- and upto Rs.3,00,000/-

Industries, Energy and Labor Department should issue separate orders by taking review for increase in above purchase price after every five years.

6.10 Appendix-10 Bank Guarantee Format for Tender Completion

(See Para 4.6)

Name of the Department

Address of the Department

Dear Sirs.

Whereas you intent to enter into a contract, as per your Letter of Intent, Reference No. _____ dated _____ (Hereinafter referred to as "the contract") with M/s _____ as vendor for the supply of _____ defined in contracts schedule, (hereinafter referred to as "the goods / services") and whereas the vendor has undertaken to produce a performance cum warranty bond for amount of Rs _____ being equal to ---% of the total contract value of the goods / services to be delivered as specified contract No _____ dated _____ referred to as "contract to secure its obligations to the beneficiary with respect to the goods specified in the invoice.

1. We _____ (Name of the Bank), hereby expressly, irrevocably, and unreservedly undertake and guarantee as principal obligators on behalf of the Seller that in the event that the beneficiary submits a written demand to us stating that the Seller has not performed according to the terms and conditions of the contract, we will pay you on demand and without demur any sum up to a maximum amount of (5% of the contract value). Any claims must bear the confirmation of your bankers that the signatures thereon are authentic. Your written demand shall be conclusive evidence to us that such written demand. For the avoidance of doubt any documents received by way of facsimile or similar electronic means is/are not acceptable for any purpose(s) under this guarantee.

2. We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between beneficiary and the seller or any forbearance whether as to payment, time performance or otherwise.

3. In no case shall the amount of the guarantee be increased.

4. Unless a demand under this guarantee is received by us in writing on or before the expiry dates (unless this guarantee is extended by the seller), all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.

5. This guarantee shall be a continuing guarantee (which means guarantee will also be valid if the bank is in under liquidation or bankruptcy) and shall not be discharged by any change in the constitution of the bank or in the constitution of the Seller.

6. Please return this letter of guarantee immediately after our liability thereafter has ceased to be valid.

7. Our liability under this guarantee will cease to be valid even if the guarantee deed is not returned to us.

8. This guarantee is personal to the beneficiary and not assignable to a third party without our prior written consent.

9. This guarantee shall be governed by Indian Law. This guarantee is valid until

The <<mention date>>.

Signature and Seal of Guarantors

Date _____

Address: _____

6.11 Appendix-11 Affidavit Format for Lentin Commission Recommendations

(See Para 4.5.2)

All members of Procurement Committee has to give the below mentioned Affidavit. This Affidavit is to be treated as the part of the working report of the Committee.

Affidavit

I..... declare that, there is no personal relation with the Company or Tenderer who's proposals are put in the dated meeting of Procurement Committee for Cost Contract or Quantity Contract.

Signature
(Name & Designation)

Note:

- 1) If there is any relation then the concern member should not be present in the working of Cost Contract or Quantity Contract
- 2) Whenever there is meeting of Committee then for every meeting the attendance of members who are present for the meeting is to be noted in a separate register and signatures of attending members is to be taken
- 3) The decision taken in Procurement Committee has to be put in a separate register (Minute Book) and after registering the decision in minute book every member has to give an approval with his/her signature.
- 4) A brief information of Tenderer has to be given to Procurement Committee Members as the members of Procurement Committee members may make additional enquiry of the Tenderer
- 5) While taking into consideration the proposal of cost escalation, the cost escalation must be fulfilling the terms & conditions of the tender.

6.12 Appendix-12 List of Approved Laboratories for testing of non ISI mark goods/items

(See Para 3.1.1.2)

Sr. No.	Name of Laboratory
1.	University Department of Chemical Technology, Matunga Road, Mumbai-400 019.
2.	National Chemical Laboratory, Pashan, Pune-411008.
3.	Directorate of Inspection, D.G.S.&D., Income Tax Bhavan Annex, New Marine Lines, Mumbai-400 020.
4.	Director, M.S.M.E. Testing Centre, Kurla-Andheri Road, Sakinaka, Mumbai-400 072.
5.	Director, Superintendence Company of India Pvt.Ltd., Laxmi Bhavan, 101, P.D'Mello Road, Mumbai-400 001.
6.	Electronic Regional Test Laboratory, Plot No.7, M.I.D.C. Area, Opp. Seepz, Andheri (East), Mumbai-400 093.
7.	Vishwesharyya Regional College of Engineering, Nagpur-440 011.
8.	General Manager, Rail India Technical & Economic Services (Rights), Churchgate Building Annex, Churchgate, Mumbai-400 020.
9.	Director, National Test House, F10, M.I.D.C., Andheri (East), Mumbai-400 093.
10.	Engineers India Limited, Express Tower, 5th Floor, Nariman Point, Mumbai-400 020.
11.	Veer Jijamata Technical Institute (VJTI), Matunga, Mumbai-400 019.
12.	Cotton Textile Research Laboratory, Edenwala Road, Near Five Garden, Mumbai-400 019.
13.	Textile Committee (Laboratory), Cristal, 79, Annie Bezzant Road, Worli, Mumbai-400 018.
14.	M/s. Para Lab Pvt. Ltd., Goregaon (East), Mumbai-400 063.
15.	Central Institute of Plastics Engineering & Technology, M.I.D.C. Industrial Area, Chikalthana, Jalna Road, Aurangabad-431 006.
16.	M/s. Shivmalhar Laboratories (Shivmalhar Technologies Pvt. Ltd.) 96, Perfect Cooperative society, Pannase Nagar, Nagpur-22
17.	Government Engineering Colleges, Maharashtra
18.	Laboratories approved by Food and Drugs Administration Department (F.D.A) Maharashtra
19.	Krishi Vidyapeeth, Maharashtra (Parbhani/Dapoli/Rahuri/ Akola) for agricultural instruments/ equipments
20.	Registered and Certified Institutes of National Accreditation Board for Testing and Calibration Laboratory (Website-www.nabl-india.org)

6.13 Appendix-13

Certificate Given by H.O.D. of purchaser
If item is purchased from single source

(See Para 3.2.6)

<p>i)</p>	<p>The equipment/ stores wanted is manufactured by Messrs..... No other make is acceptable for the following reasons:- </p>
<p>ii)</p>	<p>Approval of the Head of the Department or his nominee has been obtained.</p> <p style="text-align: right;">(Signature)</p>

6.14 Appendixes-14 Items Manufactured by Jail.

(See Para No. 5.11)

Sr. No.	Name of the Item
1.	Ankle Ammunition Shoes.
2.	Battens (Wooden)
3.	Bed sheets
4.	Bedthiking Cloth
5.	Bond Paper
6.	Book Binding
7.	Calico Cloth
8.	Counter Pans
9.	Carpets Loom
10.	Curtain Cloth
11.	Panja Carpets.
12.	Cotton Wool Chadar
13.	Carbolic Soap (Bars and Cake)
14.	Case board
15.	Chair Mats
16.	Carbons 1000 or more than that
17.	Cotton Chadar
18.	Card Sheets
19.	Double Dungri
20.	File Board
21.	Design Carpets
22.	Handmade File Covers.
23.	Hospital Cloth No.1,2,3,4,6,7,8
24.	H.C.Towel.
25.	Iron Cots, Cradle.
26.	Handmade drawing paper.
27.	Leather Items, Belts etc.
28.	Long Cloth.
29.	Napkins
30.	Newar (Cot tape)
31.	Wooden Office Furniture.
32.	Finale

33.	Pin Cushion.(Simple)
34.	Pin Cushion (Superior)
35.	Police Carpets.
36.	Port Folios
37.	Packing Cases
38.	Caning to Wooden Chair.
39	Sadalari Soap Bars.
40.	Soft Soap
41.	Sarees.
42.	Tailoring Work (Y=Uniform, Hospital Clothes. Etc.
43.	Tea poi
44.	Toilet Soap Cases.
45.	Washing Soap Bars (Laundry Soap Bars)
46.	Wooden Trays.
47.	Wood Turning Articles.
48.	Kit Box.
49.	Pokers.
50.	Doors and Windows of Teak Wood.
51.	Bed sheets, Curtain Cloths of Terry Cotton.
52.	Bandage Cloth.
53.	Iron Doors, Windows and like items (Steel Fabricated Items)
54..	Carpets, Satranji required for Guest House of Office and Public Works Department.
55.	Candles
56.	Hosiery Items.
57	Cloth Washing Powder, Washing Powder, Detergent Powder and cake.
58.	Steel folding Cots (Plane)
59.	Steel folding Cots. (Criss Cross)
60.	Mosquito Net
61.	Barrack Blanket
62.	Pre-School Kit. 1. Crayons 2. Wall Chart or Pictures. 3. Slate with bids 4.puzzle Games 5. Drawing Paper 6. Creative Box and Other items. School Kit – Slate, Pencil, School Bag, Notebook, Scale etc. as per necessity. Sports and School Items :
63.	Kothi for storage of Grains and other things.

	From 1 kg. To 200 kg. Capacity as per requirement, in different material.
64.	Display Board from 1'x 2' in required different sizes. Board. Wooden or Other 2'x3' as per requirement. Slate: Wooden or Plastic Frames, Stony. Cardboard, Sheet, Scale: Wooden,/steel, Plastic School Bag: Wooden, Plastic, Rexin, Canvas as per requirement School Bag including 1. Slate 2.Scale 3.Pencil 4.Eraser 5.Chalk 6. Notebook.
65.	Sports Item: Anganwadi, Indoor and Outdoor Sports Item required for school and other institutions Fabrication Items: As per Government Rate List (DSR)
66.	Utensils: Hindalium, Aluminum, Stainless Steel, Brass, Plastic Utensils.

6.15 Appendix -15**Items Manufactured by Ex-Serviceman
Training and Production Centre, Satara.**

(See Para No. 5.12)

Sr. No.	Name of the items
1	Manjarpath cloth
2	Bed sheets
3	Gadipat
4	Towels
5	Iron Chair
6	Cots
7	Steel Racks
8	Grills
9	Wooden Furniture

6.16 Appendix-16

List of self-manufactured medicine by State Government Undertaking Haffkine Bio Pharmaceuticals Corporation Ltd, Parel and Haffkine Pharmaceuticals Co. Ltd, Jalgaon.

(See Para 5.13)

HAFFKINE BIO-PHARMACUTICAL CORPORATION LIMITED, PAREL, MUMBAI

Sr. No.	Prod. Code	Product Name	Pack Size
Sera			
1	AN011	Snake Anti Venin (ASVS) (Lyophilized)	1 Vial (10 ml)
2	AN047	Scorpion Anti. Venom Serum (ScVAS) (Lyophilized)	1 Vial (10 ml)
3	AN041	Anti Tetanus Serum (ATS) (1500 IU)	1 Amp (1 ml)
4	AN022	Anti Diptheria Serum (ADS) (10000 IU)	1 Vial (10 ml)
5		Anti Rabies Serum (ARS)	1 Vial (5 ml)
6	AN031	Anti Gas Gangrin Serum (AGGS) (1500 IU)	1 Vial (5 ml)

Suspension			
7	FB060	Albendazole Suspension (ALBEKIN)	10 ml
8	FB105	TMP Sulpha Suspension (TRIMEKINE)	50 ml

Syrup			
9	FB161	Protokine Syrup	100 ml
10	FB051	Cophekin (Cough) Syrup	100 ml
11	FB041	Paracetamol Syrup (PARAKINE)	60 ml

Above enlisted Products may be supplied either by HBPCCL or HAPL as per the availability of products.

HAFFKINE AJINTHA PHARMACUTICAL LIMITED, JALGAON			
Sr. No.	Prod. Code	Product Name	Pack Size
TABLETS			
1	TG494	Ciprofloxacin HCL 250mg. (Uncoated)	10*10 T
2	TG492	Ciprofloxacin HCL 500mg. (S) (Uncoated)	10*10 T
3	TG262	Erythro Stearate 250mg. (S) (Uncoated)	10*10*10 T
4	TG355	Norfloxacin 400mg (Uncoated)	100 T
5	TG171	Antacid (300/300) (Uncoated)	1000 T
6	TG181	Aspirin 300mg. (Uncoated)	1000 T
7	TG222	Chlorpheniramine Maleate 4mg.	5000 T
8	TG431	Cotrimoxazole (DS) (Uncoated)	500 T

9	TG435	Cotrimoxazole (DS) (Uncoated) (S)	10*20 T
10	TG432	Cotrimoxazole (SS) (Uncoated)	1000 T
11	TG433	Cotrimoxazole (DS) (Uncoated) (S)	10*10*10 T
12	TG251	Dicyclomine (HCL) 10mg. (Uncoated)	1000 T
13	TG281	Furazolidone 100mg. (Uncoated)	1000 T
14	TG321	Ibuprofen 200mg. (Coated)	1000 T
15	TG322	Ibuprofen 400mg. (Coated)	1000 T
16	TG351	Mebendazole 100mg. (Uncoated)	1000 T
17	TG411	Salbutamol Sulphate 4mg. (Uncoated)	1000 T
18	TG361	Metoclopramide 10mg. I.P. (Uncoated)	500 T
19	TG356	Norfloxacin 400mg. I.P. (Uncoated)	10*10 T
20	TG451	Paracetamol 500mg. I.P. (Uncoated)	1000 T
21	TG452	Paracetamol 500mg. I.P. (Uncoated)	10*10*10 T
22	TG425	Tinidazole 300mg. I.P. (Uncoated)	500 T
23	TG441	Trifluo 5mg + tihexy 2 mg (Uncoated)	1000 T
Above enlisted Products may be supplied either by HBPCCL or HAPL as per the availability of products.			
Sr. No.	Prod. Code	Product Name	Pack Size
1	CG011	Amoxycillin 250mg.	1000 C
2	CG012	Amoxycillin 250mg. (S)	10*10*10 C
3	CG461	Ampicillin 250mg.	1000 C
4	CG462	Ampicillin 250mg. (Strip)	10*10*10 C
5	CG471	Tetracycline 250mg.	1000 C
6	CG472	Tetracycline 250mg. (Strip)	10*10*10 C
7	CG031	Doxycycline 100mg.	1000 C
8	CG032	Doxycycline 100mg. (Strip)	10*10*10 C
9		Ampillin 500mg	500 C
10		Ampillin 500mg (Strip)	10*10 C
11		Amoxycillin 500mg.	500 C
12		Amoxycillin 500mg. (Strip)	10*10 C
13		Cephalexin 250mg	1000 C
14		Cephalexin 250mg (Strip)	10*10 C
15		Cephalexin 500mg	500 C
16		Cloxacillin Capsules 250mg	1000 C
17		Cloxacillin Capsules 250mg (Strip)	10*10 C
18		Cloxacillin Capsules 500mg	500 C
19		Cloxacillin Capsules 500mg (Strip)	10*10 C
20		Cefaclor Capsules 250mg	1000 C
21		Cefaclor Capsules 250mg (Strip)	10*10 C
22		Cefaclor Capsules 500mg	500 C
23		Cefaclor Capsules 500mg (Strip)	10*10 C
24		Cefadroxil Capsules 500mg	500 C
25		Cefadroxil Capsules 500mg (Strip)	10*10 C
26		Cephalexine 500mg Strip	10*10 C
Above enlisted Products may be supplied either by HBPCCL or HAPL as per the availability of products.			

Sr. No.	Prod. Code	Product Name	Pack Size
		Oral Rehydration Salt	
1	PG451	Oral Rehydration Salt (ORS)	20.5gms (1 Pck.)
		Oral Dry Suspensions	
2	SG011	Ampicillin Oral Suspension (125mg/5ml)	60 ml (30gms)
3		Amoxycillin Oral Suspension (125mg/5ml)	60 ml (30gms)
4		Cephalexin Oral Suspension (125mg/5ml)	60 ml (30gms)
		Antiseptic Liquid, Creams & Ointments	
5	OG081	Benzoic Acid Ointment	100 gms
6	EG052	Benzyl Benzoate Appl. 25% w/w	500 gms
7	EG061	Jintol Liquid	1 lit.
8	OG072	Nitrofurazone Cream 0.2% USP	400 gms.
Above enlisted Products may be supplied either by HBPCCL or HAPL as per the availability of products.			

**6.17 Appendix-17 Items Reserved for Procurement
From Micro and Small Industries
(See Para 5.14)**

1.	Asphalt Boiler	30	Blow Molded Containers.
2.	Air Compressor up to 5.HP for Spray Painting.	31	Bakery Products.
3.	Aluminium Water Drinking Bottles	32	Cocks and Valves
4.	Automobile Radiators.	33	Flooring tiles (Cement)
5.	ARC/ACSR Conductor Up to 19 Strands	34	Conduit Pipes (Metal or Non Metal)
6.	Absorbent Cotton	35	Caps and Hats (Cotton or Woolen.)
7.	Animal Driven Vehicles	36	Cotton tapes and laces.
8.	Suit case, Brief case, Attaché cases (Except Plastic blow Molded)	37	Coir Fiber and Coir Yarn
9.	Ammeters/Ohm Meter	38	Coir Mats and Mattresses
10.	Automobile Head Light.	39	Chalk sticks
11.	Agricultural Implements- Animal, hand and power operated.	40	Corrugated Papers and Boards
12.	Aluminum Builders and Hardware hinges.	41	Composite Containers
13.	Air Coolers.	42	Ceiling roses.
14.	Bicycle Spare Parts.	43	Copper Sulphate and Copper Napthenate
15.	Bands Saw Blades for wood cutting.	44	Cotton Hosiery
16.	Barrels and Drums up to 60 Ltr. Capacity.	45	Cotton Cord Twin.
17.	Battery Eliminators.	46	Woolen Blanket.
18.	Boot Polish	47	Thermometer (Clinical)
19.	Badges	48	Castor Oil
20.	Bandage Clothes	49	Cordages Other
21.	Bed sheets	50	Cotton Ropes
22.	All kind of Brushes and Brooms.	51	C.I.D. Joints.
23.	Bituminized Waterproof Paper	52	Diesel Engine up to 15 HP. ND Diesel Engine driven centrifugal Pump up to 15 HP with speed of 3000 R.P.M.
24.	Blue Print Paper and Ammonia Paper	53	Dairy Equipment's- Milk Cans and Stands
25.	Blacksmiths hearth	54	Drawing and Mathematical instruments and survey instruments excluding Theo lite and Precision instruments.
26.	Benzyl benzoate	55.	Date Stamp
27.	Bone Meal.	56.	Distribution Board
28.	Brush And Brooms	57	Duster Cotton
29.	Blotting Papers	58	Dust Bean

59	Dimethyl Phthalate	81	Glass Ampules
60	Dibutyl Phthalate	82	Graphic Crucibles Up to 500 Nos
61	Dyes a) Azo Dyes (Direct and Acid) b) Basic Dyes.	83	Gas Mantels
62	Expanded Metals	84	Grease Nipples, Grease Guns
63	Electrical Home Appliances such as Room Heater, Water Heater, Non Storage Emersion Type including Geyser. Instaneous types of Heaters, Hot Air Planners, Electric Stoves, All types of Mixers, Door Bells, Chimes Electric kettles, Toasters, Electric Iron, Room Cleaner.	85	Glue
64	Electric Soldering Iron	86	Htdraulic and Mechanical Jacks below 30 tonnes capacity.
65	Eye-lets	87	Hand sprayers and Dusters.
66	Electric Transmission Line Hardware items like steel cross bars, cross arms clamps arching horn, brackets etc.	88	Hypodermic Needles
67	Exhaust Muffler	89	Hangers for Filling System
68	Emergency Lamps	90	Hand implements – smithy/ Carpentry.
69	Electric Flash Guns	91	Hand Stapling Machine.
70	Fire Hydrants	92	Hand Numbering Machine
71	Fitting for Fluorescent Tubes, Chokes, and Starters with Street Light with Fixture.	93	Hand Gloves
72	Folders (Paper and Plastic)	94	Hand Press
73	Film Spools and Cans	95	Hide and country leather of all types
74	French Polish	96	Holdalls
75	Flushing Systems	97	Helmet Non Metallic
76	Fire Bricks	98	Hose Pipes
77	Gun Metal Bushes	99	Haver Sackas
78	Gauge.	100	Iron and Steel Trunks, Box Suit cases, Kit Boxes, Trays Mug, Dust bins, Bath Tubs.
79	Gummed Paper tape	101	Iron and Steel Appliances required for office and Hospital- such as Steel Racks-Skeleton and enclosed type, Steel Chairs- all types, except Revolving and tilting chairs, Steel Cots, Steel Book cases, Steel cupboards, Lockers, Card index, Cabinets, Hospital Instruments, Crib cabinets, Bed stands, Drop side Adult Cot, Fowler Bed, Maternity Bed with side crib.
80	Gauge Cloth.		

102	Iron-Metal Clad, L &T Distributing Boxes, ICDP And ICTP Switches, Kit Kat Fuses and Cut out Brackets holders.	130	Monometers
103	Insecticides and Formulation	131	Nuts and Bolts
104	Jaconet cloth	132	Nylon stockings
105	Low Tension Insulators and Fuses	133	Bell Cutters
106	Lead scale	134	Nickel sulphate
107	Lantern wicks	135	Ordinary bench vices.
108	Latex foam sponge	136	Electric ovens (domestic type)
109	Lamp holders	137	Petromaxes lanterns (with hariken lebterns), signal lamp, vicks and pressure stove.
110	Leather washers	138	P.v.c. and v.i.r. wires.
111	Leather Belt, Strips, Bags, Purses, Small decorative leather pieces, leather shoes, chappals and sandals, leather harness.	139	Phenyle
112	Leather sole and upper.	140	Paints and Varnishes and Boil Oil
113	Linseed oil	141	Punching machine
114	Lubricators	142	Paper Pins and Clips, Safety Pins, Stapler Pins, Paper Conversion Products, Bags, Innovalues Ice-cream Cups, Suk lips
115	Lightening Arresters Up to 20 K.V.	143	Paper Bags, Paper Cups and Paper Saucer.
116	Manhole Covers and Frames	144	Paper Board Cartons, Folders.
117	Metal buttons	145	Paper envelopes
118	M.S. Pipe Fittings (Up to 100 mm Diameter)	146	Paper Napkins
119	Metallic tapes	147	Polythine bags
120	M.S. and C.I. Cranes.	148	Plastic Bags and Buttons
121	Metallic Weights and Measures, Balances Scales (Excluding scientific and electronic balances.)	149	Plastic Paper and Cloth
122	Miniature bulbs	150	Polythine films products colored printed films and bags etc.
123	Metal polish	151	Painted sign boards, wooden hammers, wooden keys cane and bamboo bin lantern poles and lathis.
124	Metal badges	152	Paint remover
125	Mosquito net.	153	Plaster of Paris
126	Magnesium sulphate	154	Postal lead seals
127	Machine screws	155	P.V.C. foot wares.
128	Machine shop vices	156	Plastic cane.
129	Measuring Tapes and Sticks	157	Playing Card.

158	Potassium Nitrate	189	Stamp Pads
159	Power Transformer 11 K.V. to 33 K.V. Maximum Range up to 10,000 K.V. A.	190	Salt Glazed Pipes
160	Pillow Cotton	191	Surgical Gloves
161	Pickles and Chatni .	192	Sockets
162	P.V.C. Pipes up to 1,800 mm dia.	193	Street Light Fittings
163	Rivets.	194	Student Microscope
164	Rolling Shutters	195	Studded Wire
165	R.C.C. Pipes NP-1, NP-II upto 1200 mm dia., also P-1, P-2, P-3 etc. up classes up to 1800 mm dia.	196	Steel Measuring Tapes
166	Regulators D.C.	197	Shovels
167	Readymade garments.	198	Switches Tumbler
168	Ribbon Silk and Art Silk	199	Scale Paying Weights
169	Rust and Stain Preventing/ Removing Composition	200	Sodium Nitrate
170	Rubber ide Garments	201	Scientific Laboratory Glass Wares
171	Rubber Tubing (Excluding Breaded Tubing)	202	Squared case Induction Motors
172	Rubber Hoses Armed (Unbreaded) and cords	203	Sanitary Towels
173	Rugs Cotton	204	Steel Wool
174	Razors	205	Spectacle Frames
175	Rubber Balloons	206	Sanitary Plumbing Fitting
176	Radio Low Cost (Medium Waive Band, Community Radio Receivers)	207	Snap Fasteners
177	Steel Water Tankers	208	Safety Matches
178	Sterilizer	209	Shoes Less
179	Stirrup Pumps	210	Lakh Shelack
180	Spades , ghamellas, Buckets, Kenis	211	All Types of Skin Sheep
181	Screw Drivers	212	Soap Carbolic
182	Submersible Pumps Reciprocating Pumps Up to 10 HP Electrical driven Centrifugal Pumps including Eject Pump set upto 10 HP	213	Slipping Bags
183	Steel Volts Locker and Cashbox	214	Stone Metal
184	Steel Cupboard for Storage of Meat and Eatables	215	Teen Containers, Teen Trays, Teen Mess
185	Sodium Silicate	216	Turkey Red Oil
186	Sports Net	217	Tarpaulin And Canvass Bags
187	Ceiling Wax	218	Tacmetallic
188	Seizures (Excluding surgical seizures)	219	Tires and Tubes (Bicycle)

220	Toots Powder	231	Wooden Packing Cases
221	Table Knives	232	Waxed Paper
222	All Types of Utensils – Brass, Copper, Aluminum, Stainless Steel	233	Wooden Electric Equipments – Battacks Round Blacks Boards (Plane Vanished, Colored Casing and Capping)
223	Umbrellas	234	Wooden Furniture
224	Voltage Stabilizer	235	Writing Ink (Excluding Fountain Pen and Ball pen Ink) Stamp Pad Ink (Excluding Ink used for Printing and Marking)
225	Wheel Baros, Hand driven Trolleys, Trolleys for drinking water, Diet Food, Drolly, Medicine Trolleys, Surgical Equipment Trolleys, Streater Trolleys	236	Wind Shield Wipers (Only arm and blade)
226	Water Meters	237	Various Types of Washers
227	Byer Nails, Stranded Wire Peanut Peens, Thorn Fencing etc. Thorn products.	238	Wooden Wineries
228	Washing Soap	239	Zimp Fasteners – Metallic Bob Metallic
229	Woolen Blankets, Hospital Woolen Blankets	240	Zink Sulphet
230	Candles	241	Aluminum Boxes.

6.18 Appendix-18 Charitable Trust/Institute of Blind and Disabled
(See Para 5.15)

Sr.No	Institute	Manufactured Items	Date
1.	Fellowship For Physically Handicaps, Mumbai	Various Brushes, Wooden Items, Small Items of Writing Material, Various Bags, Aprons, Uniform, Assembly of spare parts of Electric Appliances	02/01/1992
2.	The National Association For the Blind , Dr.Bezent Road, Prabhadevi, Mumbai 400 025	Chair Repairing/Canning	02/01/1992
3	The Victoriya Memorial Blind School, Tardeo, Mumbai	Chair Repairing/Caning	02/01/1992
4	Beggars Home, Chembur, Mumbai	Chair Repairing/Caning	02/01/1992
5	BLIND Mens Industrial Co-operative Producers Society Ltd. Vikroli,22/686,Maharashtra Housing Board,Tagorenagar, Vikroli, Mumbai	Chair Repairing/Caning	02/01/1992
6	Industrial Home For Blind Women's, Dadar, Mumbai 400 014	Chair Repairing/caning	02/01/1992
7	Mancharji Navroji Banaji Industrial Home For the Blind, Jogeshwari	Chair Repairing/caning, Handloom dusters swabs	02/01/1992
8	Kutumb Kalyan Co-op.Udyog Samiti, Ltd. North Ambazari,Nagpur.		02/01/1992
9	Maharogi Seva Samiti "Anandvan"Varora,Dist.Chandrapur	Bandage Cloth, Gauge Cloth, Bed sheets Bandage Cloth, Gauge Cloth Bed sheets, Curtain Cloths (Green) Mattresses Cloth, Satranji, (Bedside) Patient Cloth, Towels and Napkins, Iron Cot, Office Table Chairs and stools (Iron) Office cupboard (Iron) Racks (Iron) Decks-Bench (Iron fig and Nude top) Chalk And Dusters, Office Files and Folders. (Rates of Iron furniture are fixed by Maharashtra State Small Industries Development Corporation.)	02/01/1992 19/01/1999
10	Mararhwad Lokseva Mandal, Guru Nanak Kushtha Seva Kendra, Nanded	Bandage Cloth, Gauge Cloth, Bed sheets	02/01/1992
10 A	Poona District Lepracy Committee,"Manisha" 2 nd Floor, Plot No.35, 2-A, Moledina Road, Pune-	Bandage Cloth, Gauge Cloth, Bed sheets	07/04/1992

	411 001. Name of this Institute should be read as “Dr. Mehru Mehta Apangoddhar Industrial Co-operative Society Ltd. Dr. Bandarwala Leprosy Hospital Area, Yeole Wadi, Kondhwa Budruk, Pune- 411 048		27/07/2004
11	Vidarbha Maharogi Seva Mandal, Shri Jagdamba Kushtha Niwas “Tapovan” Dist. Amaravati	Bandage Cloth, Gauge Cloth, Chairs, Table, Steel And Wooden Cots, Stools, Dining Table Wooden, (The Limit up to Amaravati, Buldhana, Akola and Yawatmal is excluded). Mats. Office Wooden Furniture	01/01/1992 03/04/1993 01/01/2009
12	Blind Mens Association, 81, Jagmohandas Road, Mumbai-400 036	Chair Repairing and Caning.	02/01/1992
13	Ms.Deepak Industrial Co.op. Society Ltd. 75/2555, Nehrunagar, Kurla (East), Mumbai	Chair Repairing/Caning. Wooden Furniture and Furniture Repair	02/01/1992
14	Ambitious Blind Industrial Co-op. Producers Society, Ltd. Mumbai 400 083	Chair Repairing and Caning. Chair Repairing and Caning./ Furniture Repair and New Wooden Furniture.	02/01/1992 16/10/2001
15	Pune Blind Men’s Association, 82,Rasta Peth, Pune- 411 011	Chalk	02/01/1992
15-A	Vidyakranti (Blind) Chalk and Kalam Production Industrial Co-op Society Ltd. “Pushpasudha” Station Road, Jalna-431203	Chalk	19/01/1999
16	Skilled Blind Men’s Industrial Co-op. Society Ltd. 163/5112, Kannamwar Nagar, No.1,Vikroli (East), Mumbai- 400 082	Chair Repairing/Caning. Chair Repairing/Caning./ Wooden Furniture/Furniture Repair	02/01/1992 16/10/2001
17	Pune School and Home for the Blind, 14-17, Koregaon Park, Dr. S.R.Machwe Road, Pune 411 011	Chair Repairing/Caning.	02/01/1992
18	The National Federation of the Blind (Maharashtra) C/o.Creative Work Committee, Gandhi Chowk, National School Road, Vileparle (W) Mumbai- 400 056	Chair Repairing/Caning.	02/01/1992
19	The N.S.D. Blind Industrial Home, Worali, Mumbai	Chair Repairing/Caning. All Types of Brushes and Dusters	02/01/1992 02/08/2006
20	The National Society for the Welfare of the Physically Handicapped,	Chair Repairing/Caning. New Wooden Furniture and	02/01/1992

	B-6, Municipal Tenements, Jagannath Bhatankar Road, Parel, Mumbai- 400 012 Change in Place: BB-12, Rajdarshan Dadapatil Wadi, Near Platform No.1, Thane (W),- 400 602	Wooden Furniture Repairing	18/07/2011
21	Durgesh Welfare Centre For the Blind and The Physically Handicapped, Municipal Colony, B Block, Room No.12, Behind Dharti Cinema, Parel, Mumbai -400 012	Chair Repairing/caning	02/01/1992
21-A	National Association For the Blind (Maharashtra Unit) Yashwant Market, 3 rd Floor, Ravivar Karanja, Nashik-2	Chair Repairing/caning (Limited up to Nashik Municipal Corporation.	02/01/1992
21-B	National Handicapped Welfare Institute, Deshpande wadi, Kolhatkar Colony, Amaravati-444605.	Chair Repairing/ caning (Limited up to Amaravati Municipal Corporation.)	18/09/1992
21-C	Maharashtra Blind Industrial Producer Co-op. Society Ltd., 3/46 Tata Colony, Bharat Nagar, Bandra-Kurla Complex, Bandra (E) Mumbai 400 051 Address of this institute should be read as: 2/B/408, Indira Gandhi Housing Residence Society, Pf. Anant Kanekar Road, Near Prakashgad, Wandre (East) Mumbai- 400 051	Furniture Repairing/ caning/ Polishing. New Wooden Furniture	19/01/1999 18/07/2011
21-D	Handicapped Workshop, by Prerana Trust, Opp. Subhedari Guest House, Near Rangin Darwaja, Aurangabad- 431 001.	File Pad, File Covers, Envelope, Chalk	04/08/2003
21-E	Girjamata Janheet Sevabhavi Sanstha, Aurangabad	Steel Fabrication-Fire Brigade Equipment, Containers, Boxes, Plastic Items School Slate, Scale, Solar Items and various utensils, Glass, Jug, Plate, Water Tank, Water Purifies Utensils, Bowls etc.	02/08/2006

**6.19 Appendix-19 List Of Items Reserved For Purchase From
Maharashtra State Handloom Corporation/
Mahasangh (Mahatex)**

(See Para 5.16)

Sr.No.	Institution	Produced Items
A	Maharashtra State Handloom Corporation/ Mahasangh (Mahatex)	<ol style="list-style-type: none"> 1. Saree. 2. Dhoti. 3. Towel, Napkin, Angawastram 4. Loongi. 5. Khas, Bedsheet, Bed Cover, Mattress Cover, Furnishings Including tapestry up Hosiery. 6. Jama Kalam Dari and Duret. 7. Dress Material. 8. Barrack Blanket, Kambal or Kambali 9. Shawl, Loi, Maflar, Fans etc. 10. Woolen Cloth (Woolen Tweed) 11. Chadar, Mankhla /Fanik

Note: Particulars of the above items should be as per Central Govt. Handloom Reservation Act, 1985 and thereafter Amendment dtd.26th July, 1996.

6.20 Appendix-20 List of Items Procured from Government Corporation and Undertakings

(See Para 5.17)

Sr.No.	Corporation and Institutes.	Items Produced.
1.	Maharashtra State Handloom Corporation/ Mahasangh (Mahatex)	Long Cloth, Curtain Cloth, Clothes for Hospital, Mattress cloth, Cotton, Hospital cloth No.1,2,4,6,7 and 8, Napkins Hospital and Handloom Cloth (Non Janata) Mattresses and pillow, Table Cloth, Duster, Dangri Cloth, Mosquito Cloth.
2.	Maharashtra State Khadi And Rural Board.	Handmade paper, Handmade Drawing Paper, Handmade Blotting Paper, File Covers and Boards, Phinel, Port Folio, Bath and other Soaps, Cooking Oil (Oil Mills) Barrack Blankets, Detergent Powder and detergent cake, Candles, Furniture, Ropes and Khadi, Herbal Products i.e. Herbotex Powder, Herbosol (Deluxe) Herboclean Cleaner,(DS) Herbofresh (Deluxe). Herbofinol Liquid, Herbonol Super Liquid, Herbonol Fort Liquid, Kambal as per Barack Blankets and Dusters, mattresses and pillow.
3.	Handmade Paper Industries, Pune Production Centre. Chandrapur, Saranjam Karyalaya, Ratnagiri.	Handmade paper, Handmade Drawing Paper, Handmade Blotting Paper, File Covers and Boards, Phinel, Port Folio, Bath and other Soaps, Cooking Oil (Oil Mills), Barack Blankets, Detergent Powder and detergent cake, Candles, Furniture, Ropes and Khadi,
4.	Mumbai Handmade Institute, Pune.	Objects made by Handmade paper , File Cover, File Board, Case Board etc.
5.	Lidcom Bombay Life Building, 5 th Floor, 45, Veer Nariman Road, Mumbai-400 001/Leedcom (St .Rohidas Leather and Leather Development Corporation, Ltd. Mumbai (Leedcom) Marathwada Leather Corporation, Aurangabad	All types of leather objects and making of ripen leather from raw leather, Foam leather, Duby / Bialy shoes. Making ripen leather from raw leather.
6.	Maharashtra State Powerloom Corporation, Ltd. Mumbai.	Mill Cloth, Long Cloth, Chaddar, Curtain Cloth, Towels, Clothes for Hospital, Sarees, Terry cot Cloth, Calico Cloth, Mattresses Cloth, Cotton and Woolen Chaddar, Hospital Cloth No. 1,2,4,6,7 and 8, Napkin Hospital and Uniform Cloth.

7.	Maharashtra Sheep and Goat Development Corporation.	Barrack Blankets.
8.	Maharashtra Small Industries Development Corporation.	Poly thin Bags, RCC Pipes, Air Coolers, P.V.C. Pipes, Water Storage Tanks, (Rigid) Steel Folding Chairs, Steel Tubular Tables, Steel Tubular Chairs, Steel Filing Cabinets, Steel Lockers, Steel Book cases, Steel Cabinet Minor, Steel Cabinet Major, Computer Furniture, Steel Racks and Steel Cots, Steel Shelf.