

STANDARD FORM

Directorate of Supplies & Disposal, Haryana Hand Book For The Guidance Of Tenderers

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Function and Organization

Directorate of supply & Disposals, Haryana is the agency for the purchase of various types of stores required by various Government Department, public sector Undertaking Boards and local bodies and is also responsible for the disposal of unserviceable/ surplus stores. It is headed by the Director Supplies & Disposal, Who is assisted by one deputy Director and five Assistant Directors. The telephone Nos. of the officer are given here under: --

Office

0172-707594
0172-705010
0172-700756
0172-704717

- (i) Director Supplies & Disposals
- (ii) Joint Director Supplies & Disposals
- (iii) Deputy Director Supplies & Disposals
- (iv) Assistant Director, Supplies & Disposals

The office is located in SCO 1032-33, Sector 22-B, Chandigarh, Just opposite the general bus stand. The sample Kothi is located at Panchkula

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General Information

- 2.1 Purchase of stores worth Rs. 50 to 60 Crores are arranged by the Directorate. The list of items which are generally purchased by this Directorate is given in Annexure-I.
- 2.2 Annual rate contracts are also arranged for the supply of various items mentioned in Annexure II.
- 2.3 Tenders are published on 1st and 16th of every month in various Newspapers including the Indian Express (Chandigarh and Delhi Edition), Tribune (Chandigarh Edition), Statesman and tender Information, 3575/7-A Netaji Subhash Road , New Delhi.
- 2.4 Special/ Short terms tenders are, However, Published in these dailies on other dates also.
- 2.5 Only the manufacturer or their authorized stockiest/ agents / dealers are entitled to quote.
- 2.6 Information about various tenders can be obtained from:-
 - (i) Receptionist in the Directorate of supplies & Disposals , Haryana.
 - (ii) Industrial Liaison Officer, Copernicus Marg, Haryana Bhawan, New Delhi.

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Registration as approved Contractors

- 3.1 Manufacturers Stockiest and dealers can get themselves registered by making applications on prescribed forms (Annexure III & IV), Which can be had from the receptionist between 2.00 to 4.00 PM on all working days on payment of Rs.5 in cash. The forms can also be obtained by post by remitting a crossed posted order/ money order of Rs.5 to the Directorate.
- 3.2 Manufacturers and dealers have to deposit permanent security of Rs. 2000 and Rs. 5000

respectively in the form of call deposit Receipt /F.D.R. and pay Rs. 50.as registration fee and Rs. 25 as annual renewal fee.

- 3.3 The Registration is liable to cancellation in case the annual renewal fee is not deposited upto the date of expiry of the period of registration or the firm is debarred from doing business with Government. Generally a notice is issued a month in advance to the registered firm to deposit the fee. The firms must comply with the notice in their own interest.
- 3.4 These registered firms are entitled to following benefits: -
(a) They will not required to deposit earnest money with the tenders.
(b) They will be invariably supplied copies of tender notices and enquiry's and quotations free of cost well before the due date.
- 3.5 The registration can be got terminated on making a request in this behalf where upon the security deposit is released and the name removed from the list.

4

Tender Procedure

- 4.1 Tenders must be submitted on the prescribed tender form (Annexure V).
- 4.2 These forms can be obtained from the offices mentioned in para 2.6 between 11:00 A.M. to 12:00 noon and 3:30 P.M. to all working days and 9:00 A.M to 1:30 P.M. on the tender opening days.
- 4.3 The tender forms can be purchase on cash payment of the prescribed amount of tender fee maintained in the tender notice. These can also be obtained from the office by post on sending a crossed postal order/ Money order of the said amount plus postage charges in favor of Director Supplies Disposals, Haryana, well in time. In the latter case, the request must be received at least 10 days before the due date to facilitate dispatch of the tender forms.
- 4.4 If for unavoidable reasons, it is not possible to purchase the tender forms, from any of the above mentioned office, the tender may submit their tenders on their letter head along with crossed postal order drawn in favour of Director Supplies & Disposals , Haryana equivalent to amount of the tender fee and send it either by post or deposit in the Tender Box personally by the due date and time.
- 4.5 No. tender is opened entertained after 2:00 PM on the tender opening day under any circumstances.
- 4.6 Tenders are opened ordinarily on 1st and 16th of every month. If happens to be holiday, these are opening on next working day. In case of special / short term tenders, these are opened on the dates mentioned in the tender notice After the opening of tender the rates are announced by the official of the Directorate for the information of all the tenderer who may wish to be present at that time.

5

Important Do's and Don'ts regarding tenders.

- 5.1 Tender form and schedule 'A' Containing specification and conditions must be The vary carefully gone through.
- 5.2 Superscribed number of the tender as mentioned in the schedule 'A' and the due date of opening must be invariably mentioned on the tender form and forwarding letter.
- 5.3 All pages of the tender form, forwarding letter and other enclosures must be signed and stamped. The name and designation of the signatory must be legibly indicated.
- 5.4 Over writings, erasures, cutting etc. must be scrupulously avoided and invariably attested.

5.5 The detailed specification should be clearly mentioned . Mere reproduction of the NIT should be avoided.

5.6 ISI number should be clearly indicated in the specification . In case ISI marked product is offered, this fact should be clearly brought out in the tender.

5.7 In case the material is not as per tender specifications tender should not be submitted at all.

5.8 The period of validity must be mentioned specifically as required in schedule 'A' . The validity of rates for very short periods such as week or ten days should be avoided because it is not possible to take decision in such a short time. In case the period of validity is not mentioned at all, it will be presumed that the specified period is acceptable to the tenderer.

5.9 The rates must be quoted for the unit/packing mentioned in the tender in words as well as in figures very neatly.

5.10 The following stipulations should be made in the tender in unambiguous terms in separate paragraphs:-

- (i) F.O.R.: The rate should invariably be quoted F.O.R. destination as required in the tender notice.
- (iii) Delivery Period: The delivery period must be specific and should not be ambiguous e.g. 2 to 6 months. It should be either 2 or 6 months. As the supply is to be completed within that fixed delivery period therefore, the margin for inspection/ dispatch must be kept in view while stipulating the delivery period .
- (iv) Payment terms: Normal payment terms are 95% against RR at Railway risk and inspection note through bank and balance 15% within 30 days of the correct receipt of the material by the consignee at destination. In case any other terms are demanded they should be clearly spelt out otherwise the normal payment terms will apply.
- (v) Sales tax: Whether the rates quoted are inclusive or exclusive of the sales tax should be clearly stated.
The relevant different sales tax forms if any required to be furnished by the indenting Govt. Department should be mentioned strictly in accordance with the sales tax law.
- (vi) Statutory Duties/ Levies: The rates should be quoted inclusive of the statutory duties/ levies and where it is not so done, the exact quantum of such duties be clearly mentioned.
- (vii) The discount of any kind must also be clearly mentioned in figures as well in words.

5.11 The earnest money must be sent in the shape of call Deposit receipt of F.D.R. in favor of Director Supplies and Disposals Haryana A/C------(Name of the firm). However, if the tender is registered either with this Directorate or NSIC or DGS&D, he need not send the earnest money, but only attach a Photostat copy of the registration certificate issued by these agencies.

5.12 The rates quoted must be firm and no price variation clause be stipulated. However, any levy on the finished product is admissible under section 64-A of the sales of goods Act Provided such variation takes place within the prescribed original delivery period .

5.13 Samples wherever asked for in the tender notice must be delivered in person in the sample Kothi at Panchkula and receipt obtained from the sample assistant positively before the opening time of the tender. These may also be sent by post so as to reach this office well before due date and time. In no case the sample be sent through rail road transport as this office does not accept the responsibility for getting them released from the carriers.

The samples must carry labels giving the following particulars namely: -

- (i) Name & address of the tenders.
 - (ii) Superscribed number and date of tender.
 - (iii) Date of opening of tender.
 - (iv) Name of the item & its serial number in the tender.
 - (v) Any other description for proper identification of the sample.
- The details of sample sent should also be indicated in the tender.

5.14 Literature or any other technical document which are required to be submitted along with the tender or which are necessary for its proper evaluation must be submitted along with the

tender.

- 5.15 Original test report / Photocopy of ISI licence wherever asked for must be sent along with the tender. The report should cover all the tests as per relevant ISI or other prescribed standards. The ISI license should indicate the items and the period of its validity . Where ISI license is under renewal, the document in support of this should be sent.
- 5.16 The manufacturers must attach a photocopy of the registration certificate while stockiest/ agents / dealers should submit the original or attach photocopy of the latest letter of the manufacturers appointing them as such.
- 5.17 A photocopy of the partnership deed/ constitution of the tendering firm must be attached. In case of proprietary concern, the name of the proprietor be clearly indicated .
- 5.18 Rates and other terms and condition mentioned in para 6.10 should be submitted in duplicate on printed letter head. The duplicate should be the true copy of the original and must be duly signed.
- 5.19 The tender should be put in an envelope which should be sealed . The envelope should bear the Superscribed number and date of opening of the tender.
- 5.20 The tender should be sent by post well in advance so as to reach this office before the time fixed for the opening of the tenders or deposited personally in the tender box kept with the Reception positively well before the due date and time of opening.

Don't

- 5.21 Don't send telegraphic tenders.
- 5.22 Don't deliver the tenders after the due date and time of opening under any circumstances.
- 5.23 Don't miss to sign schedule 'B' (Conditions of contract) of the tender form at the appropriate place.
- 5.24 Naver miss to send tender fee and earnest money with the tender.
- 5.25 Don't make such stipulation as "subject to immediate acceptance ", "subject to prior sale" in the tender.
- 5.26 Don't submit any tender without printed literature proper test or valid ISI license wherever asked for.
- 5.27 Don't refer to any tender conditions printed on the back of your letterhead which are contrary to the conditions of the tender.
- 5.28 Don't overwrite or erase or make any ambiguous stipulations.
- 5.29 Don't refer to any old deposit of earnest money or security.
- 5.30 Don't ask for any advance payment along with supply order or before the delivery of the material or dispatch documents.
- 5.31 Don't ask for any samples through rail road transport but deliver them either personally or send them by post so as to reach the office well before the due date and time

6

Acceptance & Security Deposit

- 6.1 Immediately on receipt of the letter of acceptance, the security should be deposited in the form of call Deposit Receipt / F.D.R. in favour of Director Supplies & Disposals Haryana, A/C-----

------(Name of the firm) along with the schedule 'B' duly signed within the specified period. Sometime certain firms intentionally delay the security deposit to gain time toward delivery period, but according to the existing procedure, if the security is not deposited by the firm within the period mentioned in the acceptance letter, the computation of the delivery period starts from the expiry of the said specified period and therefore, no useful purpose is served by the firms delaying the deposit of the security beyond the due date. It may also be noted that any overt or covert attempt to gain time by entering into due correspondence on flimsy grounds will also not be helpful. In case any clarification is required the firm should obtain the same at personal level from the Directorate within the specified period.

- 6.2 In case there is any inconsistency between the acceptance letter and the offer, it should be immediately brought to the notice of this office for rectification failing which it would be presumed that there is no objection and binding contact will come into force as soon as the acknowledgement / security is received.

7

Supply Order

The detailed supply order should be carefully gone through and scrupulously acted unto. In case it happens to contain some provision which is inconsistent with the offer regarding specification or other terms and conditions, the fact should be specifically brought to the notice of this office forth with for issuing necessary amendment. Long drawn out correspondence should not be entered upon. The matter should be sorted out at personal level with the officers of the Directorate. No modification regarding specification or any other term & conditions in the supply order is allowed.

8

Inspection

- 8.1 The stores should be offered for inspection to the Indenting officer under intimation to this Directorate and consignment mentioned in the supply order well before the expiry of the delivery period.
- 8.2 The stores offered for inspection should strictly conform to the prescribed specifications.
- 8.3 The facilities regarding inspection / testing of stores should be provided to the inspecting firm any Government/ Government approved laboratory as provided in the terms of the contract, testing charges of the laboratory should be remitted immediately to the concerned laboratory for expeditious testing. The proforma for issuing the inspection note by the inspection officer after the inspection of stores is given in the annexure VI. The inspection note on this proforma be got typed as per direction of the inspection officer to enable him to issue same immediately after the inspection is over.
- 8.4. In case any deficiency or deviation from specification is pointed out by the inspection officer, it should be rectified immediately and stores officer for inspection at the earliest. If defects pointed out by the inspection officer are not possible to rectify, fresh stores be manufactured or arranged and officer for inspection within delivery period.
- 8.5 Repeatedly offering stores not conforming to specification is viewed very seriously and must be scrupulously avoided as it leads to risk purchase proceedings and other penal action.

9

Dispatch & Delivery of Stores

- 9.1 As soon as the inspection of stores has been completed to the satisfaction of the Inspecting officer and the inspection note accepting the stores has been issued the stores should be dispatched immediately at railway risk or duly insured as provided in the contract, dispatch must be made within a period of 14 days from the date of receipt of inspection note from the inspection officer. But if on account of some unavoidable reasons arising from the non booking by railway or any other contingency beyond the control of the contractor it is not possible to do so, the meter should be brought immediately to the notice of the indenting officer as well

as the consignee and the Director Supplies & Disposals.

- 9.2 In case the stores are to be sent by road transport these should be physically delivery against receipt from the consignee, never should the G/R be negotiated through bank as no payment is admissible against G/R under the stores purchase rules. The responsibility for demurrage, transit risk and delay will squarely lie on contractor in such cases, In case dispatch is not made within 14 days from the date of receipt of the inspection note accepting the stores and the delay is not found to be for reasons beyond the control of the contractor it will be counted towards penalty.
- 9.3 The stores should be properly & securely packed so as to avoid any breakage/ pilferage / shortage in transit. It will be the sole responsibility of the contractor to supply the stores in perfectly good condition to the consignee and, therefore, any shortage/ pilferage/ breakage in transit will be to their account
- 9.4 In case an intimation is received from the indenting officer/ consignee regarding breakage / shortage or defective supplies , this should be immediately looked into and personal contact established with the officer concerned to have the matter sorted out. The shortage/ defective of stores is involved, the contractor is required to furnish a suitable security in the form of bank guarantee valid for a period of six months equivalent to the value of the defective stores to be replaced and also an undertaking on a non judicial stamp paper Rs. 3 that he will replace the stores within a specified period.
- 9.5 In case the indenting officer/ consignee intimates any shortages in the stores, which had been booked at railway risk the contractor should immediately get onto touch with the consignee and the railway authorities and take all necessary steps for having for the claim filed and settled expeditiously.

10

Delivery Period

- 10.1. The delivery period is the essence of any contract ; and must be rigorously adhered to, because the belated supplies are subjected to penalty @ 2% per month under clause 14 of the conditions of the contract (Schedule 'B'). Thus while quoting the delivery period in the tender, may tender should be very careful so as to avoid penalty for delay in supplies. However there may be genuine reasons beyond the control of the contractor preventing him from adhering to the delivery schedule. In such cases the contractor should immediately move the Directorate through a letter giving reason along with the documentary proof in support of their request for extension of the delivery period . Normally under the force Majeure clause which is a part and parcel of all such contract, the extension of delivery period is allowed - when the performance of the contractor in whole/ or in part is prevented/ delayed by the causes arising out of war, hostilities civil commotion , acts of the public enemy, sabotage, fire, floods, explosion, epidemics, non-availability of Government controlled raw material under order/ instructions of central / state Government regulations, strikes lock-outs, embargo, acts of civil/ military authority or any other causes beyond their reasonable control.

In case the period of the extension of delivery period does not exceed 14 day, the request should be made by the contractor to the indenting officer well in time explaining the various circumstances along with documentary proof, if any. But in case it exceeds 14 days the request should be made to the Director, Supplies and Disposals with a copy to indenting officer/ consignee's.

- 10.2. However, the contractor should continue to make vigorous efforts for effecting the delivery at the earliest while application for extension of the delivery period is pending consideration and should offer the material for inspection under copies to this office at the earliest . The indenting officer can have the inspection conducted even after the expiry of the delivery period pending the finalization of request for such extension . They may, however while making payment impose penalty for the belated supplies but such penalty can be released as soon as the request for the extension of the delivery period has been granted. It must be noted that in case of delay in affection the Supplies, especially at the fag end of the financial year or where the Supplies are date bound, the indenting officer are well with in their rights to refuse to grant the extension or inspect the stores when offered after the expiry of the delivery period and recommend cancellation of the contract . However it is in the interest of the contractor to keep in touch with the indenting officer/ consignee and take them into

confidence when such like situation arises.

10.3 Where, however, the lowest offers have been ignored on account of longer delivery period than prescribed, no extension what-so-ever is allowed even if there are exceptional circumstances justifying this delay. The contractor is bound to be penalised under the penalty clause in such circumstances.

10.4 The delivery period is to be computed from the date of issue of the supply order but when any substantial amendment is issued by the Director, Supplies & Disposal, Haryana which has bearing on the delivery schedule, the delivery period will be counted from the date of issue of latest amendment unless there is any stipulation to the contrary in this behalf. However where amendment made in the supply order arises out of any clerical typographical or insignificant omissions and which have no bearing on the delivery schedule or wherein the opinion of the Director, Supplies Disposals has been sought on flimsy grounds with a view to prolonging the delivery period, such like amendment will have no effect on the delivery and the responsibility for delay will be squarely lie upon the contractor.

11

Penalty for Delay in Supplies

11.1 While computing the period of delay in supply the following points should be taken into account.

11.2 The "delivery period" includes extended delivery also.

11.3 The delivery period is computed from the date of amendment in the supply order only when it is so stipulated therein, otherwise the delivery period mentioned in the supply order shall be adhered to.

11.4 In case of phased delivery, the period of delay if worked out in respect of each consignment which is supply after the expiry of the due date.

11.5 If the request for inspection is made by a contractor within the delivery period and on inspection the stores are accepted, no penalty is imposed even if the inspection is carried out after the expiry of the delivery period.

11.6 If the first call for inspection of stores is found to be fake or the stores are found to be substandard on inspection and hence rejected but subsequent call is made after the expiry of the delivery period and the stores are found acceptable on inspection the consignment is treated as belated supply.

11.7 Delivery period is to be counted from the date of placement of supply orders in each case and not from the date of expiry of the rate contract.

11.8 In computing the period for imposition of penalty the crucial date is the date of the expiry of delivery period and the date on which an offer has been made by the contractor for inspection of stores which have been found to be acceptable. As such the date of inspection and issuance of inspection note are immaterial for the purpose of computing the period of delay.

11.9 Ordinarily the contractor is request to dispatch the stores within 14 days of the receipt of inspection note indication acceptance of stores. In case the time taken in dispatching the stores exceeds 14 days, the excess period is counted toward delay for the purpose of levy of penalty unless condoned by the I.O. for just and sufficient cause in this behalf by the contractor.

11.10 For working out quantum of penalty for a period of part of a month in excess of complete calendar months, the month will be taken as comprising of 30 days and the value of stores shall exclude sales tax but include statutory duties.

Illustration

1. The delivery period expires on 15-6-83 and letter dated 14-6-83 is sent by the contractor to the indenting officer requesting for inspection of stores. The inspection is carried out on 30-6-83 and the inspection note is issued on 10-7-83. On inspection the stores were found to be acceptable and stores were actually received at destination on 25-7-83. There is no delay in supplies and hence no penalty can be imposed on the contractor because the offer for inspection has been made within the

delivery period and stores have been found acceptable on inspection.

2. The delivery period expiry on 15-6-83. The contractor makes the first call on 15-5-83 and inspection is carried out on 30-5-83 when either the stores are not found on the premises or they are found to be sub-standard and hence rejected. The subsequent offer is made on 19-6-83 i.e. 4 days after the expiry of the delivery period and on inspection which is carried out on 1st July 1983, the stores are accepted. This is a case of delayed supplies because the genuine offer for inspection of stores was made after the expiry of the of the delivery period and the period of delay is only i.e. from 15-6-83 to 19-6-83 and the penalty is, therefore, livable @2% for this period on the value of delayed supplies.

12

Payment

Payment are made by the indenting department strictly in accordance with the stipulation in the supply order. There may be numerous cases where the payment is not made as per terms of the contract for any reasons. It is advisable for the contractor to get into touch with the indenting officer and get the matter sorted out quickly. However, if any dispute arising from defective supply, breakage, shortage, demurrage ,penalty due to delay in supply etc. is not sorted out through discussion / correspondence with the indenting officer latter within 3 months of the completion of the supply, the contractor are advised to make a detailed reference to the Director, Supplies & Disposals, Haryana with a copy to the indenting officer/consignee and also meet the concerned officer of the Directorate personally. The Director, Supplies & Disposals, Haryana, will make all possible effort to sort out the matter.

13

Release of Security

- 13.4 The securities are released normally after one months from the date of completion of the supply. For this purpose , Director Supplies & Disposals Haryana has to obtain a "No Demand Certificate" form the indenting officer are supposed to send such certificate within the prescribed period of one months, but it has been that unless specific reference is made by the Director, Supplies & Disposals to the indenting officer, "No Demand Certificate " is not forth coming. It is therefore, advisable for the contractor to move the case for the release of security to the Director, Supplies and Disposals, immediately, after the completion of the supply so that action is taken well in time and "No Demand, Certificate" is obtained from the department with any avoidable delay. However obtaining of "No Demand Certificate will depend on the contractor having made the supply in time to the entire satisfaction of the indenting officer/consignee. The contractor should, therefore, see to it if they really want the security to be released without any avoidable delay, all the disputes are sorted out without any loss of time.
- 13.2 While making reference to this officer for release of security, the contractor should attach an affidavit in the form annexure VII to the effect that they have made the supply completely to the satisfaction of the indenting officer / consignee and there is no dispute in the relevant contract. This affidavit be on Non judicial stamp of Rs.3 and contain all the material particulars.
- 13.3 In the case of rate contract, application for the release of security should made only after a period of 2 months from the date of expiry of the period of the rate contract or completion of all the supplies which ever is latter. In such case, contractor should send affidavit in the form annexure VII complete in all respect well in time but in no case before the complete of all the supplies or 2 months from the date of expiry of the period of the contract which ever is latter.

15

Risk Purchase

- 13.4 Clause 14 (c)& 17 of the condition of the contract contained in Schedule 'B' provide for effecting purchase at the risk of the contractor in the event of their failure in making supply of the stores with in the stipulated delivery period / extended delivery period. The stores to be

purchase at the cost of the contractor in such cases are ordinarily of the same or similar specification, but need not be of the particular make mentioned in the original supply order.

- 15.1. On receipt of a report from the indenting Officer about the failure of the contractor to supply the material on schedule, as per terms of the contractor, a notice is served upto the contractor by this Director in terms of clause 14(c) of the conditions of contract to complete the supply within 15 days failing which the supplies shall be arranged at their risk and cost. It is only when the notice is not complied with that the proceedings of risk purchase are started by calling short term quotations. It is, therefore, desirable that the contractor should make efforts to complete the supply within the notice period and in case of any genuine difficulty which is beyond their control they should immediately contract the indenting Officer/ consignee and make request for extension of delivery period. If the request is found to be genuine, the indenting Officer normally accepts it and recommends the case for extension to the Directorate. The contractor is advised to contact this Directorate and explain the position personally at the earliest opportunity and reports for extension of delivery period etc. Instead of entering into lengthy correspondence. Some contractor try to gain more time on one pretext or the other with a view to exhausting the limitation period of 6 months which is certainly not a business like conduct and is viewed seriously.
- 15.3 The excess amount spent by the Government in arranging the supplies of stores at the risk and cost of the contractor will be recovered form the pending bills, earnest money and security of the defaulting contractor and in case the amount is not to put them selves in Arbitrator . It is interest of the contractors not to put then selves in such predicament.

16

Repeat Order

- 16.1. At time the repeat order are placed by the Director, Supplies & Disposals Haryana, on the contractor on the same terms and condition. Such order can be paced only within 60 days from the date of the original order and for quantity not exceeding that of the original order. According to the Government instructions, no repeat order can be placed where the original order has been placed on the basis of sport purchase or short terms quotations or when is there is downward trend in the prices.
- 16.2. Whenever any reference is made to the contractor to give this consent for accepting the repeat order, they should do so immediately within the specified period along with the requisite amount of security as asked for and execute the supply order as per terms of the original contract.

17

Disputes

- 17.1. It is not unoften that disputes arise between the contractor and the Government is regard to the execution of the contract. Through all efforts are made by this Directorate to resolve them amicably, yet in certain cases, this may not be possible. Accordingly, a provision has been made in clause 18 of schedule 'B' i.e. conditions of the contract for the settlement of such disputes through arbitration.
- 17.2. Reference of the disputes to an arbitrator can be made at the instance of the either party i.e. contractor or the Government . However, the consent of both the parties for referring the matter to arbitrator is necessary.
- 17.3. Whenever a reference is made to the contractor by the Directorate for giving consent for referring the dispute to arbitration, the contractor should give their consent promptly within a period mentioned in the latter failing which action for the appointment of the arbitration through the Court of competent jurisdiction is initiated by the Directorate within any further reference to the contractor.
- 17.4. The arbitration are appointed form amount a penal of I.A.S. officer by the state Government. The arbitration is normally required to give the award after hearing both the parties within 4 months and in case for any reasons he is not able to do so the period can be extended with the mutual consent of both the parties.

- 17.5. The contractor are advised in their own interest to avoid litigation as far as possible and try to settle the disputes amicably with the Government .

18

Penal Action

- 18.1. Clause 17(ii) of the conditions contract provides for penal action against the firms for breach of the terms of the contact. This penal action can be in the form of (i) Risk purchase and (ii) Banning/ Debarring form transaction business with the state Government Departments.
- 18.2. Normally the failure to make supplies of correct specifications within the delivery period original stipulated or subsequently despite repeated opportunities given to the contractor to honour their commitment under the terms of the contract leads to the invocation of this provision.
- 18.3. Repeatedly offering sub standard material for inspection, committing fraud, or indulging in other malpractice and unbusiness like conduct also entail penal action.
- 18.4. It is expected of the contractor to have absolutely fair dealings with the Government and scrupulously honour the terms of the contract, even through this may at times result in loss to them.
- 18.5. Whenever, the penal action is contemplated against the contractor, show cause notice is issued giving them an opportunity to explain their position in respect of various acts of omission and commission. In case reply is not received in response to the show cause notice, within the stipulated period, ex-parte action is taken against them on merit.
- 18.6. The contractors are, therefore, advised to send their reply well in time and also explain their position in person to the senior officers, of Directorate in their own interest.
- 18.7. The order of debarring passed by the Government given a very serious blow to the reputation, of the contractor . This order is circulated amongst all Government Departments, corporation, Boards and also to the central Government DGS &D New Delhi. As a result, the contractor is not allowed to have any dealings in the state as well as in the centre. It is, therefore, in the interest of the contractor to avoid running such risks.

19.

For the Rate Contract Only

- 19.1. It is obligatory on the part of the contractors/ forms on the rate contract vide condition No. 12(iv) of schedule 'B' i.e. condition of contact to send quarterly statement of the stores supplies by them against the rate contractor in the following form; -

Designation of officer	Indent No.	Name of articles	Quantity of number supplies & to whom supplies and where	Value of Supplies Rs.	Remarks
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- 19.2. Where the contractor do not comply with this requirement, it can be treated as a breach of the terms of the contract and leads to penal action against them. The contractor are, therefore, advised to abide by this condition scrupulously.

- 19.3. After the rate contract has been issued the contractor are required to complete the following formalities namely:-

- (i) Execution of the agreement in the prescribed Performa Annexure VIII on Non Judicial stamp

- paper of Rs.3.
- (ii) Signing of the tender form including schedule 'B' on each page.
 - (iii) Attestation of the Schedule 'B' and agreement by two witness.
 - (iv) Signing of each page of the two copies of rate contract sent to them.
 - (v) Submission of power of Attorney in favour of the person authorized to sign the contract.
- 19.4 It is often observed that the contractor neither fill up the blank spaces properly nor get the necessary attestation done from the witness. Sometimes they retain one copy of the rate contract and return only the other copy instead of both the copies and so on. This leads to repeated back reference and entails unnecessary delays in the completion of the documents.
- 19.5 It is therefore, essential that be contractors execute the various agreement/ Documents very carefully and expeditiously and follow the directions given for the completion of the various documents very minutely so as to avoid unnecessary delay.
- 19.6 The contractors are also required to send the samples for approval by the office. This counter sampler is no be the exact replica of the original sample already approved. In certain case the contractors may also be required to submit the counter sample with certain modification in the original sample submitted by them. They are accordingly required to submit that counter sample in accordance with the modification asked for. The counter sample is very essential for enabling the indenting Departments to compare the bulk supplies at the time of inspection. In the absence of the counter sample, it is not possible for them to accept the supplies .It is therefore, in the interest of the contractors to submit the counter sample and have the same duly approved within the stipulated period.
- 19.7 Failure to submit the counter sample within stipulated period or repeatedly offering counter samples not conforming to the originally approved sample can form the basis of cancellation of the contract and penal action including risk purchase and debarring them form transacting the business with the Government.

20

Disposals

- 20.1. The tender for the disposal of unserviceable/ surplus stores are published in the press on the 1st & 16th of every month. Normally these advertisements appear in the Indian express (Chandigarh and Delhi Edition), Tribune (Chandigarh Edition), Statesmen and tender information, 3575/-A, Netaji Subhash Road, New Delhi.
- 20.2. The tender on plain papers or letter Heads must be deposited personally in the tender box lying with the Receptionist by the due date and time of the opening of the tenders as mentioned in the tender notice. The tender may also be sent by post so as to reach this office by the due date and time.
- 20.3. Under no circumstances shall a tender by the accepted after the due and time of opening of the tenders.
- 20.4. The tender must be accompanied by the Earnest money in the form of call Deposit Receipt of Rs.500 pledged in the favour of Director, Supplies & Disposals, Haryana otherwise these may be straightaway rejected.
- 20.5. The tenders must be put in an envelop which should be sealed. The number of the Vehicle on the superscribed number of the item as mentioned in the tender notice should be written on the top of the envelop in bold letters to facilitate the sorting out of the tenders at the time of opening.
- 20.6. While submitted the tenders the following points must be kept in view:-
- (a) Schedule 'A' which is available with the Receptionist and Industrial Liaison officer, Haryana Bhawan, Copernicus Marg, New Delhi must be seen for detailed information about the stores in question.
 - (b) These stores should be inspected at the places mentioned in the tender notice.
 - (c) In case of any difficulty about the inspection of the stores, the matter should be brought to the notice of the indenting officer personally under advice to the Director, Supplies & Disposals, Haryana.

- 20.7. The rates should be quoted very neatly and correctly.
- 20.8. The rates should be quoted for each item separately. However, in case of spare parts which are quite large in number the rates should be quoted for the whole lot unless otherwise desired in the tender notice/ Schedule 'A'.
- 20.9. There should be no cuttings, over writings or erasures.
- 20.10. All over writing / cutting etc. must be attested.
- 20.11. It must be clearly stated in the tender as to whether the rates are inclusive or exclusive of sales tax. In case it is not so mentioned it will be presumed that the rates are exclusive of the sales tax.
- 20.12. The tender must be signed by the tenders and the complete security and address should be given therein.
- 20.13. As soon as acceptance letter is received the tenders must deposit the security and the sales tax as indicated therein within the prescribed period. In case this is not done, earnest money deposited by the tenders shall be forfeited.
- 20.14. If for any unavoidable reason the tender is not able to deposit the security/ sales tax within the specified period, he may immediately make a request to this office for extension of time. Such extension is allowed only in very deserving cases and not as a matter of routine. The tender should, therefore, take all possible steps to stick to the time limit.
- 20.15. The amount of security to be deposited is at the rate of 10% of the offer exclusive of sales tax and is indicated in the letter issued by this office. The amount of earnest money already deposited is adjusted towards the security.
- 20.16. The security should be deposited in the form of call Deposit Receipt /FDR duly pledged in favour of Director, Supplies and Disposals, Haryana while the sales tax is not deposited in the form of Demand draft payment to Director Supplies and Disposals, Haryana.
- 20.17. After the security and sales tax has been deposited, the sale order is issued by this office specifying time for lifting the stores.
- 20.18. The purchase must lift the stores within the specified period failing which the security is liable to be forfeited. If there are any unavoidable circumstances, a request for extension of period should be made well in time.
- 20.19. On lifting the stores, the purchase must obtain a receipt from the indenting officer in token of having made the payment and having received the stores, and make a request to him to send the No. Demand Certificate of the Directorate forthwith.
- 20.20. The purchase should send a photostat copy of this receipt along with a covering letter of this officer for information and also make a request for release of security.
- 20.21. The security is released only after the indenting officer has sent the 'No Demand Certificate'. In case of delay purchase may in his own interest get into touch with the indenting officer to have the Certificate expedited so that the security amount could be released without delay.
- 20.22. In case the purchase defaults in lifting the stores within the stipulated time, a show cause notice is issued to him for the forfeiture of the security.
- 20.23. On receipt of such a notice, he should immediately send the reply within the specified period failing which security will be forfeited to the Government account without any further reference.
- 20.24. In case the purchase has any difficulty in lifting the stores or that the stores are found to be short, or in a condition substantially different from the one found at the time of inspection, he should immediately bring the matter to the notice of this Directorate and if possible contact the officer concerned as also the indenting officer at personal level to have the matter sorted out.

20.25. In case on investigation it is found that the complaint is genuine, necessary action will be taken by this Directorate to give relief to the purchaser.

Annexure-'I'
(Referred to in Para 2.1)

Sr. No.	Name of the item	Approx. value of purchase per annum
1		2
(A) ENGINEERING ITEMS		
		RS.
1.	C.I. Casting Manhole Covers, Sluice Values, C.I. steps. Gully grating etc.	50 Lacs
2.	Pumping sets, Electric Motors	75 Lacs.
2.	Workshop Machinery :- Testing equipment Lathe machines, shapers, Drilling machines, Band Saw, Testing Equipment, Hardness testing machine etc.	1 crore
4.	Printing Machinery/ Photocopier	20 Lac
5.	Generating Sets/ Diesel Engines	10 Lac
6. Pipes		
(a)	G.I. Pipes	2 Crores
(b)	C.I. Pipes	2 Crores
(c)	P.V.C. Pipes	3 Crores
(d)	R.C.C. pipes NP-2 & NP-3	1 Crores
(e)	A.C. Pressure Pipes	2 Crores
(f)	M.S.E.R.W.Pipes/ Casting pipes/ Seamless Tubes/ Conduit Pipes	50 Lacs
7.	G.I. Fittings/ P.V.C. a Fitting	20 Lacs
8.	Electric Fitting, Switches, Tube light fitting	50 Lacs
9.	Electrodes	1 lac
10.	Cable / Electrical Wire/ P.V.C. Wire	1 Lac
9.	Air Conditioning Equipment, Refrigerator, Air Conditioners, Deep Freezers, Bottle coolers, Water coolers, Room coolers, Stabilizers etc.	10 Lac
12.	Fans	1 Lac
13.	Science Apparatus- Chemistry, Physics & Biology	15 Lac
14.	G.I. Wire/ M.S. Wire/ Barbed Wire/ Annealed Wire, Copper Wire	50 Lac
15.	Sound Projection Equipment, Public Address Equipment	2 Lac
16.	Sewing machines	2 Lac
17.	Irrigation Sprinkler Equipment	30 Lac
18.	Slotted Angles/ Office Equipment	2 Lac
19.	Iron Safes	5 Lac
20.	Fire Fighting Equipment	10 Lac
21.	Plant Protection Equipment	5 Lac
22.	earthmoving Machinery	2 Crores
(a)	Drilling Rigs	
(b)	Bulldozers/ Loaders	
(c)	Crawler Tractors	
(d)	Draggles etc.	
23. Vehicles		
(a)	light & Heavy Vehicles	10 Crores
(b)	Motor Cycles/ Scooter	5 Lac
(c)	Cycles	1 Lac

(B) CHEMICAL & MADICAL ITEMS

24. Chemicals	
(a) All types of chemicals	15 Lac
(b) paints, Varnishes & Enamels	10 Lac
(c) Antistripping Compound	7 Lac
(d) Azzo Ammonia Paper	4 Lac
(e) Alum Ferric	4 Lac
25. Oil & Lubricants	
All types of Oils & Lubricants	90 Lac
26. Road Dressing Material	
Bitumen and Bitumen out Products	6 Crores
27. Insecticides	
Insecticide, Pesticides & Weedicides etc.	22 Crores
28. Medicines	
(a) English Medicines & Drugs	80 Lac
(b) Ayurvedic & Unani Medicines	20 Lac
(c) Veterinary Medicines & Vaccines	30 Lac
29. Medical Equipment	
(a) Hospital Furniture, Hospital Appliances, Surgical Instruments, Laproscopes, Suction Machine	20 Lac
(b) X- Ray Plants Accessories	2 Lac
(c) Dressing material/ Cotton Wool Absorbent	8 Lac
(d) Operation Theatre Lights	4 Lac
(C) TEXTILE, LEATHER & MISC. ITEMS	
30. Cotton/ Terracotta Cloth/ Yarn	
(a) Terracotta Cloth	80 Lac
(b) Poplin Cloth	50 Lac
(c) Dusty Cloth White and Blue	10 Lac
(d) khaki Drill	10 Lac
(e) white Drill	1 Lac
(f) Cheddar Cloth	8 Lac
(g) Khaki Blue Cellular Cloth	1 Lac
(h) Mammal Cloth	1 Lac
Long Cloth	
Maser Cloth	
Buckram, Italian etc.	
Cotton Yarn	25 Lac
31. Woolen Cloth/ Yarn	
(a) Woolen serge Khaki, Grey, Blue	30 Lac
(b) Angola Shirting Cloth	4 Lac
(c) Navy Blue Blazers for Class IV Uniforms	2 Lac
(d) Great Coat Cloth	2 Lac
(e) Hospital Blankets	2 Lac
(f) Woolen Yarn	2 Lac
32. Hosiery Goods	
(a) Woolen Jersey	2 Lac
(b) Woolen Socks/ Stocking	2 Lac
33. Canvas	
(a) Tarpaulins	5 Lac
(b) Canvas Cloth	2 Lac
(c) Canvas Shoes	2 lac
33-A. Rubber items	
(a) Tyres & Tubes	5 Lac
(b) Hose Pipe/ Canvas Hose pipe	5 lac
(c) Rubber Caps	
(d) Rubber Insertion	
(e) Rubber Rings	2 lac
35. Leather items	
Chapples, Boot, Ammunition Boot, Shoes, Belt, Horse Saddkary goods	5 lac
36. Jute items	
Sutli, Seba Hessian Cloth, Ropes, Tats, Tat Patty, Munj, Munj Ban	10 Lac
37. Sports items	3 Lac

38. Plastic Goods		
Plastic Canes		2 Lac
39. Photographic items		5 Lac
40. Timber		
Timber, plywood, Fuel wood, wooden wares, Wooden Crates, Bamboo's, Sallies, Charcoal		10 Lac
41. Education Material		
Takhties, Slates Black Board, Chalk, Pencils, Charts		10 Lac
42. Misc. items		
(a) All type of goods required by the police Department/ Home Guards i.e. Khullas, Lathes Blanco, Polish, Whistles Canes, Hand Cuffs Badges, Buttons, candles, Haven Sacks, Nails, Name Plates etc.		10 Lac
(b) Cotton Waste Yarn		5 Lac
(c) Tarring outfits		2 Lac
(d) Brushes : Steel Wire Brushes Katool and Brushes, Mulberry Baskets		10 Lac
(e) Election Material		2 Lac

Total:		61.10 Crores

Annexure 'II'
(Referred to in Para 2.2.)
List of items for which rate contracts are arranged

Sr. Name of items No.	Approximate Turnover
1	2
(A) ENGINEERING ITEMS	
1. C.I. Steps	5 Lac
2. R.C.C.Pipes NP-2& NP-3	1 Crore
3. Iron Safes (Fire proof / non fire proof)	5 Lac
4. G.I. Fittings	5 Lac
5. Sewing Machine	2 Lac
6. Plant Protection Equipment	5 Lac
7. Glassware Apparatus (Corning)	4 Lac
8. Microscopes (Biology)	1 lac
(B) TEXTILES	
1. Terracotta Cloth	80 Lac
2. Navy Blue Blazer Cloth	2 Lac
3. Woolen Serge	30 Lac
4. Woolen Jersey	2 lac
5. Barrack Blankets	2 Lac
6. Hospital Blankets	2 Lac
7. Tarpaulins	5 Lac

8.	Cotton Waste	5 Lac
(C) MEDICAL STORS/ EQUIPMENT		
1.	English Medicines	8 Lac
2.	Ayurvedic & Unani Medicines	20 Lac
3.	Hospital Furniture and Enameled goods	10 Lac
4.	X- Ray Accessories	2 Lac
5.	Suction Machines	5 Lac
6.	Cotton Wool Absorbent	5 Lac
7.	Dressing Material	5 Lac
(D) VETERINARY MEDICINES		
1.	English Vety. Medicine & Vaccines	30 Lac
2.	Vet. Drugs/ Chemicals	20 Lac
(E) CHEMICALS		
1.	Insecticides and pesticides	16 Lac
2.	Anti Stripping Compound	7 lac
3.	Laboratory Chemicals	15 lac
4.	Filter Paper	2 Lac
5.	Azzo Ammonia Paper	4 Lac
(F) SPORTS GOODS		
(G) MISC. STORES		
1.	Brushes Brown Katool	2 lac
2.	White Fibre Brushes & Half Round Katool Brushes	2 Lac
3.	Tarring Outfits	2 lac
4.	Mulberry Baskets	3 Lac
5.	Sisal Rope	5 lac

ANNEXURE 'III'
(referred to in Para 4.1)

Application form for registration as approved suppliers for participation in Government Purchase Programmer with the Directorate of Supplies & Disposals, Haryana.

1. Name of the manufacturing firm
2. Address of the firm
 - (a) Office
 - (b) Factory
 - (c) Branch Office
3. Telephone No. Office-----Factory -----if any.
4. Telegraphic address, if any
5. Constitution of the firm. Public Limited/ Private Limited/ Partnership/
6. Name of partners/ Director
 - 1.
 - 2.
 - 3.
 - 4.
 - 5.
 - 6.
7. Date of establishment of the firm/ Date of going into Production.
8. No. of persons employed both temporary and permanent in all shifts.
 - (a) Managerial & Supervisory
 - (b) Skilled Workers
 - (c) Unskilled worker
 - (d) Clerical
 - (e) Others (such as sweepers, watch and ward etc. Total
9. Name and address of bankers

10. Capital Structure:
- (a) Fixed Capital Rs. -----
- (b) Land and Building Rs. -----
- (c) Plant Machinery Rs. -----
- (d) Other fixed assets Rs. -----
- (II) Working Capital(This should include stocks of raw materials, consumable stores finished products, cash in hand and in the bank etc). Rs. -----
- Total Capital Investment Rs.-----

11. No. of shifts the factory normally works
12. Whether with or with power please state the allotted H.P. Installed H.P.
13. Brief description of factory e.g. area covered accommodation department into which it is divided, laboratory etc.
14. Registration No's and date of registration.
- (i) With the Department wing under the industries (Development and Regulation) Act. (If so license/ copy of the Registration Certificate be attached).
- (ii) With DGS& D directly with names of items (Attached Registration Certificate be attached)
- (iii) With Register of firms/ Companies.
- (iv) Under the Indian Factories Act.
- (v) With the Directorate of Industries (Attached copy of Certificate be attached)
- (vi) Under shops and Establishments Act.
- (vii) With stores purchase Organization of the other state Govt. if any(Attached copy of Certificate be attached)
- (viii) With Railways.
- (ix) Under Drugs Act.
- (x) National shall Industries Corporation (Attached copy of Certificate be attached)
- (xi) Small Industries Corp. of any state(Attached copy there of be attached)
15. Have you supplied any stores to the Govt. or Railways. If so, please give details of the contract during the last two year such as A/T Nos. items quality, date of delivery, value etc. A separate sheet may be attached, if necessary, in duplicate.
16. full details of the machinery and equipment including testing equipment, if any.
17. Details of the machinery/ equipment along with the date of installation and purchase value should be separately attached in the following form.

Sr. No. of Machine	Description and Specifications with Size	Purchase value	Date on which installed	Condition
--------------------	--	----------------	-------------------------	-----------

18. Production

Sr. No.	Name of item	Actual production during the last 2 year (Indicating the year)			
		Monthly production		Capacity	
		Quantity	Value	Quantity	Value

19. Items for which you desire to be enlisted .
20. Names of the production which you can manufacture but are not manufacturing.
21. The main raw materials consumed during the last year.

Sr. No.	Name of the item	Quantity	Value
---------	------------------	----------	-------

Imported
Indigenous

22. Is the floor area, Power etc. sufficient for you; please give details of your expansion program, if any.
23. Details of arrangement for quality control of products such as Laboratory etc.
24. Whether stores were tested according to do standard specification. If so, copies of original test certificate should be submitted in duplicate.
25. Are you income tax payer. If so please attach attested copy of leanest income Tax Clearance

Certificate.

26. Power of attorney for signing documents on behalf of the firm or company with a Certificate that the same has not been revoked as yet. It should be on a Non Judicial stamp paper of Rs.3/-.
27. An affidavit that your firm has not so far been black listed/ debarred by any Govt. Organization. It should be on Non Judicial stamp paper of Rs.3/-.

We Declare that the information given above is correct to the best of our knowledge and belief.

Signatures

(Name in Capital Letter's)

(Seal of the firm)

Dated-----

Designation

For office use only

The information supplied by the applicant was verified by officer by a personal visit to the factory on-----19 . The information is correct / incorrect as per the document or record.

- (a) The firm is competent to manufacture the following items of standard quality to the extent of the capacity for which enlistment renewal of enlistment is recommended.

Sr. No.	Name of item	Brief specification	Capacity per month
1.			
2.			
3.			
4.			
5.			
6.			

- (b) The firm in not competent to manufacture the following items of standard quality for which enlistment/ renewal is not recommended.

Sr. No. Name of item

Signature

(Name of capital Letters)

Designation

Dated-----

Place-----

Name of the office

Insurrection for the Guidance of Applicant

1. All the columns should be filled in properly and legibly.
2. The applicant may please read carefully, the respect of income Tax clearance Certificate power of Attorney and Blacklisting given in the application form. The requisite Certificate/ Affidavits must be supplied along with the application to avoid delay.
3. The application form as approved contractors with the Directorate Of Supplies and Disposals, Haryana should be routed through the concerned Director of Industries in respect of the applicants of other then Haryana state and the firms within Haryana State School route their applicants through the general Manger, District Industries Centers concerned who may be required to furnish a report on the following points: -
 - (i) Particular given in the application form have been verified.
 - (ii) The machinery installed for undertaking the manufacture of an item/ items for which registration as approved contractors is sought for is adequate.
 - (iii) The unit is capable of executing Govt. order from both point of view of technical know how and financial resources duly supported with bank reference as per ISI marks or quality mark specifications.

- (iv) Approximate value upto which the stores can be supplied is estimated to be Rs. -----
-----per annum.
4. The firms registered with the Director General of Supplies and Disposals, New Delhi may send application direct to this office along with a copy of the registration Certificate duly attached by a Magistrate or an Oath Commissioner.

APPLICATION FORM

APPLICATION FOR REGISTRATION AS APPROVED CONTRACTORS OF HARYANA STORES DEPARTMENT
SOLE SELLING AGENT DISTRIBUTORS OF MANUFACTURERS ABROAD/ IN INDIA IN THE ATEA.

1. Name of the firm: -
2. Address: -
3. Head Office
 - (i) Branch office: -
 - (ii) Telegraphic address -----Telephone No. -----
4. Is the firm Registered under.
 - (a) The Indian Companies Act, 1912.
 - (b) The Indian Partnership Act, 193.
 - (c) If not, who are the owner.

please give full address of all partners in the case of firm, extent of share held by each
5. Are you a manufacture / Agent/ Distributorship .
 - (i) Name and address of each manufacture .
 - (ii) Stores made by each manufacture.
 - (iii) Do you held the sole Agency / distributorship.
 - (iv) Do you also stock goods as agents Distributorship, if so please give details
6. Please give name & address of the your bankers.
7. Are you on the list of approved contractors of any Govt. authority, if so please give details and also attach a certificate of Registration.
8. Have you executed Govt. contracts in the past 2 year, if so please give details.
9. Are you a income Tax payer, if so attach attested copy of the latest income tax clearance certificate and a latest copy of power of attorney of date for signing documents.

DECLARATION TO BE MADE BY APPLICANT

I/We have here by declare that the above entries made by me/ us on this days of -----198 are true to the best of my/ our knowledge.

Signature of applicant

1. Witness
Address
2. Witness
Address

**Annexure- V
(referred in para 5.1)
TENDER FORM
DIRECTOR SUPPLIES & DISPOSALS, HARYANA
Instructions to Tenders**

1. Quotation must be enclosed in a properly sealed envelope addressed to the Director Supplies & Disposals, Haryana, by designation and not by name. The quotation must be supercribed "Quotation for the supply of -----during the year -----
-----as called for in tender notice dated-----". The quotation must reach the Director Supplies & Disposals, Haryana, Before -----A.M./ P.M. of the date mentioned in the tender notice.
2. In the event of quotation being submitted by a firm, it must be signed separately by each member

thereof, or in the event of the absence of any partner it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, or in the case of a company the quotation should be executed in the manner laid down in the said company's Articles of Association. The signatures on the quotation should be deemed to be authorized signatures.

3. All the columns of the quotation form shall be duly, properly and exhaustively filled in. The rates and units shall not be over written. Quotation shall always be both in the figures and words. The words. "No Quotation " should be written across any or all of the items in the schedule for which a tenders does not wish to tender.
4. Any commission in filling the columns of "units" and "rates" shall all together dedar a quotation form being considered.
5. All corrections must be signed by the tenders.
6. Samples must be sent of all items quoted of even when specification or descriptions are laid down . Such samples must be sent freight paid or delivery free to the Director Supplies & Disposals, Haryana. Each samples should bear a label marked with the tenders name and address and reference tothe items number in the schedule . All instruction regarding thesamples specified in the notice should be complied with. All samples except those against accepted quotations must be removed by the supplies on a date to be specified by the Director Supplies & Disposals, Haryana failing which the samples will become the property of Government and no claim, therefor will be considered . Loss of samples or damage or wear and tear injury by testing exposure, etc., shall be no ground for compensation in any form.
7. The tenders shall deposit earnest money in the form of call deposit receipt pledged to the Director Supplies & Disposals, Haryana as under:-
 - (i) Where the estimated value of purchase is upto Rs.20,000/-
Rs.500/-.
 - (ii) Where the estimated value of purchase is between Rs.20,001/- and Rs.2 Lac.
Rs.1,000/-
 - (iii) Where the estimated value of purchase is above Rs.2 Lac.\
Rs.2,000/-

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

8. The successful tenders shall be required to deposit security for due performance of the contract in the form of call Deposit receipt pledged to the Director Supplies & Disposals, Haryana as under:-
 - (i) Where the value of the supply order or the estimated value of rate contract is upto Rs.20.000/-.
 - (ii) Where the value of the supply order or the estimated value of rate contract is above Rs.20.000/- @2 % of the amount of the order subject to a minimum of Rs.1,000/- in the form of Deposit at call receipt.

In case the security exceeds Rs.10,000/- additional amount (over and above Rs.10.000/-)can also be deposited by the tenders in the form of Bank Guarantee on any schedule Bank valid for a period of 6 months or more form the date of expiry of the stipulated delivery period. The currency period of the bank Guarantee shall be extendable, if so desired by the Director Supplies & Disposals, Haryana. The earnest money will be adjustable towards security.

9. The Director Supplies & Disposals, Haryana , will have the right of rejected all or any of the quotation without assigning reasons.
10. No. tender will be considered unless and units all the documents are properly signed.
11. The quotation will be regarded as constituting an offers open to acceptance on whole or in part or part at the discretion of Director Supplies & Disposals , units the-----.
12. In the event of tender being accepted the quotation will be converted into contract which will be governed by the conditions in pages 3 to 9 read with these instructions,
Read and accepted.

Signature of the Tenders

I/we here by quote to supply the goods and materials specified in the under written schedule in the manner in which and within the time specified as set forth in the conditions of contract at pages 3 to 9 at the rates given in the schedule below. The conditions on pages 3 to 9 will be binding upto me/ us in the event of the acceptance of my/ our tender.

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

SCHEDULE 'A' OF RATES

- 1
- 2
- 3
- 4
- 5
- 6

Sr.No.
General I.S. description specification of stores No.
Tender rate
Unit
Packing
Name of actual manufactures and country of manufacture

"E& O.E,"

All rates for delivery f.o.r-----Dated
 the -----day of -----198-----Signature-----
 -----Address-----

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

SCHEDULE 'B'
Conditions of contract

This contract is to last form-----to -----but in the event of any breach of the agreement at any time on the part of the contractor, the contract may be terminated summarily by the Director Supplies & Disposals, Haryana, Without Compensation to the contractor.

Any change in the constitution of the firm shall be notified forthwith by the contractor in contract unless he/ they agree to abide by all its terms, conditions and deposit with the officer sanctioning the contract a written agreement to this effect. The Directors receipt or acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be a sufficient discharge for any of the purposes of the contract.

1. The contract will supply nothing but genuine article, e.g.-----
 -----described in column 2 of schedule 'A' form time to time in such quantities as may be entered in the indents/ Departments at the rates set forth in column 3 of schedule 'A' for use in offices/ Institutions/ Department under the administrative contract of Government of Haryana, as may be required by the Indenting Officers, mentioned in schedule 'C' here to annexed on behalf of the Government Requisitions form officer not mentioned in schedule 'C' hereto annexed should before compliance be sent in original to the Director Supplies & Disposals, Haryana for instructions and the officer concerned advised accordingly. No guarantee can be given as to the quantity which will be ordered during this

period. But the purchase undertakes to order from the contractor all stores as detailed in the schedule 'A' which he requires to purchase except that he reserves to himself the right of placing the contract with one more contractors as he may think fit and in consideration of this undertaking by Government the contract binds himself not to revoke this contract during the said period. The quantities of stores given in the tender are approximate only.

2. The articles to be supplied under this contract will be of the quality equal and answerable in every respect to the specifications given in the list accompanying with the tender approved by the Director Supplies Disposals, Haryana. The contractor shall be responsible for all complaints as regards the quality. In case of dispute regarding quality of articles, the decision of the Director Supplies & Disposals, Haryana will be final and binding on the tenders/ contractor to any laboratory for chemical analysis and the cost there of will be borne by the tender/ contractor.
3. The Director Supplies & Disposals, Haryana, may by notice in writing call upto the contractor to supply additional articles to serve as sample, and upon such notice in writing the contractor shall at his own cost be bound to supply additional sample such additional samples being in all respects of the same quality as the sample first supplied.
4. The contractor will be responsible for damage or loss in transit and replace goods broken or lost within 10 days from the date of notice thereof.
5. Unless when specially ordered otherwise in the order accompanying the indent all goods must be dispatched within 14 days of the receipt of indent by the contractor.
6. Condition as to time for performance whether laid down herein or in any indent shall be always regarded as the essence of the contract.
7. The Director Supplies & Disposals, Haryana, or the Assistant Director of Supplies & Disposals or may of the expert attached to the Industries Department of the Haryana or the indenting officer or any other officer or person duly authority in writing by the Director Supplies & Disposal, Haryana, Shall have the power to inspect the stores before ,during or after manufacture, collection dispatch, transit or arrival and to reject the same or any part or portion after the written approval of the Director Supplies & Disposal, Haryana , if he or they be not satisfied that the same is equal or according to the sample submitted by the contractor. The contractor shall not charge or paid for supplies rejected as above and such supplies shall be removed by the contractor at once and at his expense. He shall neither claim nor be entitled to payment for any damage that rejected supplies may suffer from any harm what sever incidental to a full and proper examination and test of such supplies. Government shall be under no liability whatever for rejected supplies and the same will be at the contractors risk. rejected supplies shall be removed by the contractor with 10 days after notice has been issued to him of such rejection, and failing such removal rejected goods will be at contractors risk and Government may charge the contractor rent for the space occupied by such rejected goods.
8. The contractor shall provide without any extra charge all materials, tools-labor and assistance of every kind which the aforesaid officer may consider necessary for any test or examination which he may require to be made on the contractor premises and shall pay all cost attendant thereon. In the case of stores inspected at maker's premises the maker shall provide all facilities including testing appliance for making necessary test other than special or independent tests. Failing these facilities at his own premises for making test or the tests the contractor shall bear the cost carrying out test elsewhere. The contractor shall also provide and deliver free of charge at such place as the aforesaid officer may direct such materials as he may require for test by chemical analysis or independent testing machine. If for the purpose of determining the quality of stores the aforesaid officer finds it necessary to have the store tested at the test house or laboratory ,all expenses incidental to the test shall be borne by the contractor. On the failure of the contractor to pay the expenses within 10 days of the receipt of intimation in his behalf from the Inspecting officer, the Director Supplies & Disposals, shall have the right to deduct the amount from the security deposited by the contractor and if the amount so deducted is not deposited within 10 days, the Director Supplies & Disposals, May treat the default as a breach of agreement and proceed under clause (1) of the agreement without further notice. Further the aforesaid officer shall have the right to put all articles or material to such tests as he may think proper for the purpose of ascertaining whether the same are in accordance with the specifications or sealed sample mentioned in the tender and to cut out or off/ or destroy a portion not exceeding 2 percent from each delivery for such purpose the quantity / so cut out or off and/ or destroyed as aforesaid shall be replaced by the contractor free of charge.

9. packing cases, containers, gunny packing etc. which may be used for purposes of packing and which are delivery with stores will not be returned or paid for unless specially stipulated, and then at contractor expense.
10. Unless otherwise specified in a requisition, bills for the whole of the goods referred to in each indent, in triplicate, will be prepared and submitted by contractor to the consignee for direct payment under intimation to the Director Supplies & Disposals Haryana. The full amount will be paid on receipt of stores in good condition after their verification as regards specification, etc.

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

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

11. (i) With very dispatch of goods or materials under this contract invoices, in triplicate, will be prepared by the contract . Invoices, in duplicate are to be sent by the contractor to the Indenting officer, the duplicate to be returned by the Indenting officer, with the quantities or number received duly noted thereon and the third copy to be sent by the contractor to the Director Supplies & Disposals Haryana . for record in the office.

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

(iii) The Contractor shall dispatch material " Freight paid" in all cases where their offer is f.o.r.destination. In the event of their failure to do so a penalty of 5 percent will be charged on the amount paid as fright by the Indenting officer on their behalf.

(iv) The contractor will send to the Director Supplies & Disposals, Haryana, Quarterly statement of the goods supplied under this arrangement in the following form:-

Name of Officer Indent No. Name of articles Quantity of number supplied and to whom supplied and where Value of supplies Remarks

Rs.

(v) All dispatches by rail will made at Railways risk at the expense of the indenture (except by firm who have quoted rates f.o.r. any place in Haryana) unless the indenture give instruction to dispatch at owner's risk in which case all responsibility for loss transit will be with the indenture.

This is subject to the condition that the material are security packed by the supplies in sound containers and the consignment is accepted by the carries without any adverse remarks as to the packing or the condition of the containers. In case of any adverse remarks, the responsibility for the loss in transit will rest the supplies.

Subject to these conditions the contractor will be entitled to charge or be paid for supplies broken, lost or damaged in transit. The Director Supplies & Disposals, Haryana will be

contractors negligence and the decision of the Director Supplies & Disposals Haryana, or some other office acting on this behalf shall be final and conclusive against the contract. Such rejected supplies shall be removed by the contractor at his own expense.

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

12. In the event of withdrawal or discontinuance of any articles or and consequent ceasing of or reduction in demand the contractor shall be entitled to any compensation. Government will, however, make all reasonable endeavors to give warning of any impending complete withdrawal or of any reduction seriously affecting qualities likely to be under contract.
13. The time for and date of delivery of dispatch stipulated in a supply order shall be deemed to be essence of the contract and should the contractor fail to delivery or dispatch any consignment within the period prescribed for such delivery or dispatch stipulated in the supply order, the delayed consignment will be subject to 2% penalty per consignment per month recoverable on the value of the stores supplied. In case of non payment by the contractor, recovery will be made from his bills or amount of earnest money or security deposited with the Director Supplies & Disposals, Haryana, provided also that:-
 - (a) No recovery of penalty will be made if the Indenting officer accepts the delayed supplies by extending the delivery period up to weeks by recording in writing that the exceptional circumstances were beyond that control of the supplies and there was no loss to Government.
 - (b) Where the delay on the part of supplies is of more then 2 weeks the matter of extension of delivery period will be referred by the indenting officer to the Director Supplies & Disposals, Haryana, with a certificate that there are genuine reasons for delay on the part of supplier and that no loss will result to Government in case extension in delivery period is allowed. The case will be decided on merits by the office of the Director Supplies & Disposals, Haryana, The extension will be allowed by the assistant Director Deputy Director Supplies & Disposals, to the extent of purchase power delegated to him and in cases above his competence the extension will be allowed by the Director Supplies & Disposals, Haryana. In case the delivery period is extended, no penalty for supplies made during the extended period be recovered from the suppliers.
 - (c) On the failure of the supplies to make supply within the extension period or otherwise and the receipt of such information in the office of Director Supplies & Disposals, Haryana, risk purchase at the cost of supplies will be made by the Director Supplies & Disposals, Haryana, within 6 month of the expiry of the stipulated delivery period by inviting shorts term quotations from the Registered and other known supplies. The difference of excess cost thus incurred will be recovered from the supplies from his adopted bills earnest money of security whichever is available. This procedure will be adopted after serving registered notice to supply stores within 15 days.
14. The contractor acknowledges that he has made himself fully acquainted will all the conditions and circumstances under which the supplies required under the contract will have to be made or furnished and with all the terms, clauses, conditions specification and other details of the contract and the contractor shall not plead ignorance of any of those as excuse in case of complaint against or on rejected of supplies tendered by him or with a view wither to asking for enhancement of any rates agreed to in the contracts or to evading any of his obligations under the contract.