

**GOVERNMENT OF ANDHRA PRADESH
ABSTRACT**

Contracts – Public Works Department. (R&B) and (I&B) – Purchase of materials and machinery –Forms of purchase order etc., - Approved.

TRANSPORT ROADS & BUILDINGS (31) DEPARTMENT

G.O. No. 603

Dt. 20th July 1976

Read the following:-

1. G.O. No. 368 (PWD) (IW) dt. 15-10-66.
2. From the C.E. (NI&GL) Lr. No. Rc. C&L/103185/66 – 42 dt. 2-9-71.
3. From the C.E. (NI&GL) Lr. No. 04/103185/66-29, dt. 15-1-1975.
4. From the C.E. (NI&GL) Lr. No. 103185/66, dt. 26-8-75.

ORDER:

In the G.O. first read above the Government approved the forms of purchase order for adoption in Nagarjunasagar Dam and Canal upto of the N.S. project. It has been observed that there is no uniformity in the procedure and the forms of purchase order etc., adopted in various branches of the public works department. The Government consider that it is necessary to adopt common forms of IR all branches of the public works department. They accordingly approve the forms of purchase order etc., as appended to this order and direct that they be adopted in future in the public works dept., (Roads and Buildings) and irrigation and Power Departments including the projects wing.

The orders in the G.O. first read above are deemed to have been cancelled.

The Chief Engineer (RI&GL) in requested to submit necessary draft amendments to the A.P.P.X. Volume-I

This order issued with the concurrence of the Irrigation, and Power Departments in their U.O. No. 1335/Irrign.VI/76-1 I&P Dt. 17-5-76 irrigation on Power (PW) Department U.O. No. 1560/T&P/76-1 dt. 29-5-76 and of the financed and planning (Exp.PWD) Dept., in U.O. No. 35/15 P.W.D./76-1 dt. 17-1-1976.

(BY ORDER AND IN THE NAME OF THE GOVERNOR OF ANDHRA
PRADESH)

M.S. VIRARAGHAVAN,
JOINT SECRETARY TO GOVERNMENT

TO:

//true copy//

SCHEDULE TO ACCOUNTANT ENQUIRY FROM NO.

Sl. No.	Description of item.	Part No. & Specification No.	Qty.	Rate	Per	Amount in words.

TERMS AND CONDITIONS:

1. Tender shall be typed neatly or written in ink or plain paper or the Tenders letter head shall be signed by the tenders or his authorized agent. If a specific form is provided, it is obligatory on the part of the tenderer to quote in the form provided.

2. Tenders written in pencil will not be valid.

3. Erasures or over-writings shall be avoided, if any correction is to be made the portion to be corrected shall be neatly scored out and the correct neatly written duly attesting the correction.

4. Tender shall be submitted in duplicate. The tender in duplicate shall be enclosed in a plain cover duly pasting the flap. This cover shall be placed and sealed to prevent tampering. The particulars and reference of tender and time and date of opening tender shall be superscribed on the cover on top in addition to note of addresses etc.

If the tender is for different types of equipment, the tenderer shall furnish individual tenders in duplicate of each type of equipment, but shall enclose all the office in the same cover.

5. Telegraphic quotations will not be accepted.

6. Tenderers shall quote their sales tax registration number.

7. Price quoted shall be for delivery P.O.R.

Destination Station.

8. The price quoted shall be valid for a period of 2 months from the date of tender.

9. The price quoted shall clearly mention the cost of articles dueies payable in addition, if any, packing forwarding and insurance etc., charges. The rate and amount of sales tax payable, if any shall also be indicated in the tender.

In case of supplies from out side the State which are subject to levy of Central Sales Tax at the concessional rate, the concessional rate shall only be quoted. Necessary 'D' From will be issued as an when it is required by the Dealer by giving full details of R.R., date, etc.

10. Unless otherwise stated quotations shall be metric units.

a) The tender shall be accompanied by E.M.D. (Earnest Money Deposit) in the shape of Bank draft drawn in favour of on State Bank of India Hyderabad, encashable at for Rs.. The amount shall not bear interest.

Tenders not accompanied by E.M.D., will be rejected.

b) In the case of a tenderer who have deposited a standing E.M.D of Rs. 50,000 Rupees fifty thousand has to be paid as E.M.D.

c) The Earnest Money Deposit will be refunded to the unsuccessful tenders, after intimation is sent about the rejection of the tender or on receipt of an application three months after the last date prescribed for receipt of tenders, whichever is earlier”.

d) Any short fall in E.M.D. consequent on the increase in the total value of the contract shall have to be made good by the successful tenderer if and when the tender is accepted. The E.M.D. will be retained in the case of successful tenderer and will not carry and interest.

12. The specifications given in the tender schedule and only for given evidence. The tenderer may quote or near sizes, if he so desires, the specifications given are for complete equipment the tenderer may quote for accessories etc., separately if he feels that the some will make the equipment complete and facilitate obtaining better performance and output of the machines.

13. In the case of machines the supplier shall furnish list of spares recommended for 2,000 hours operation and their cost and the purchaser shall reserve the right to procure the same along with the equipment.

14. The specifications of the items offered shall be clearly indicated duly supported by illustrated literature so as to enable the purchaser to assess the merits of equipment, capacity, performance etc.

15. The country of origin of equipment shall be stated, if import of equipment is necessary from abroad, the tenderer shall make his own arrangements unless otherwise, agreed to by the purchaser.

16. In case of spares, the original manufacturers trade name shall be mentioned if the items are bought out items and not the manufactured by the tenderer from the tenderer on the expiry of one month/two months.

17. The item required from the date of receipt of purchase order for delivery at destination shall definitely be stated and this shall form the essence of contract.

18. In the case of supply of machinery, the tenderer shall agree to maintain at the site of work, a qualified service Engineer for a period of 2 Months to assist the purchaser in erection or assembling of machine and to train local men to secure the best out put, if so required by the purchaser, and they should mention the additional cost thereof.

19. The tenderer shall give guarantee to maintain adequate stock of both fast and slow moving spare for the machinery supplied by him and also to comply with indents a reasonable time. The after sales services that will be afforded shall be indicated.

20. The tender shall give a guarantee for trouble free performance and against manufacturing defects for a period of one year from the commissioning of the equipment. He shall agree to replace of repair parts on whole equipment found

defective at his own cost, within a reasonable time after receipt, intimation from the purchaser regarding the defect.

21. P. Payment will be made in full after receipt materials at site and verification, unless otherwise state.

21. (a) In the event of any payment being made in advance of delivered the tenderer shall deliver the material strictly in conformity with the specifications set forth in the schedule annexed to the purchase order and in accordance with terms not being go delivery shall be refunded by the tender at the option be the purchase.

22. The purchaser reserves the right to reject any or all of the tenders without assigning any reasons therefore. The purchaser also reserves the right to increase or decrease the quantity as well as with draw any of the items of the tenders.

22. (a) The purchaser will advice the successful tender to submit a further report so that the amount along with the amount remitted earlier as E.R.D. will make up of the value of the contract. The amount equivalent to 5% of the value of the contract shall be termed as security deposit and will be retained by the purchaser as Security till successful completion of contract and will be dealt with as hereunder.

(b) In case of contract for apply or spared purchase shall further retain of the value of supplies or and when payments are made, towards further security deposit (P&D) for completion of contract in all respects.

23. On receipt of the amount towards security deposit, the purchaser shall issue a purchase order petition forth the conditions and terms with dates of delivery, etc., by the register postal due.

24. The successful tenderer he will be herein after called the contractor shall give in writing his unconditional acceptance to the purchase order and condition supplied. The delivery period shall be reclaimed from the date of receipt of purchaser order by the contractor.

25. No price variation on any account will be allowed on the prices option in purchase order.

26. The purchaser on receipt of consigners shall verify and not forth defective supplies, if any in writing the contractor with in 10 days from the date of receipt of supplies at destination.

27. The contractor shall arrange to repair or replace effective supplies at his own cost to the complete satisfaction of the purchaser with in the month from the date of receipt of institution from purchaser getting forth the list of defects. The penalty for defects is entrusted in classes infra.

28. The supplies shall be made strictly within the delivery period stipulated in the purchase order. The purchase order at ends authentically cancelled on the expiry of the delivery period stipulated, cancelling levy of penalties specified in clause further below, unless the date of delivery is extended by the purchaser.

(2) Penalties.

Should the contractor fail to deliver the equipments or any consignment there of with in the period purchased, or fail to rectify or replace defective supplies within a recoverable time after receipt of intimation the purchaser shall be entitled at his option to act as under.

(a) To recover from the contractor as agreed liquidated condition and not by the penalty, a sum of the price of any item which the contractor has failed to deliver as a forced for each month or part of month during which the delivery of such action may be in arrears, subject in a maximum of 5%.

(b) To purchase also where, without notice to the contractor on contractors amount at contractors risk, the stores not delivered or others of a similar description (whose others exactly complying with the particulars are not in the opinion of the purchaser readily pro durable such opinion being final) without cancelling the centre in respect of the consignment not yet due for delivery.

(c) To cancel the contractor portion there of and if so, decide to purchase the stores at the risk and cost of the contractor.

(d) To forfeit the Security deposit in part or full at the discretion of the purchaser.

In the event of section being taken on or (a) (b) or (c) above, the contractor shall be liable for any loss which the purchaser, may sustain on that account but the centre to ahali not be entitled to any gain on repurchasing made against default.

30. The security deposit along with further security deposit will be returned to the contractor on application within 2 months after making final payment or at the expiry of the guarantee period which ever in later.

31. Net with a taking any thing maintained in terms of offer by suppliers no suit in regard to any matter but over signing out of contract entered into the purchaser shall be instituted in any out have the court of competent authority on or the Jurisdiction of the High court of judicature, A.P.

32. The purchaser referred to in the content shall be the officer of the P.W.D. Govt., of A.P., placing the purchase order for and on behalf of the Govt. of A.P., or an officer authorized by the purchaser.

.....Engineer.....

By Regd, Post: ACE, Divn.

Engineer.
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Office of the
.....

Date.

Purchase Order No.
To,
M/s.....

Dear Sir,

Sub:-

- Ref:- 1. Our tender Noticed/Enquiry No. dt.
2. Your Tenier/Quotation No. dt.

With reference to your quotation cited, your offer for supply of the items noted in the schedule enclosed herein accepted please supply the items specified in the schedule enclosed subject to the terms and conditions enumerated in this order.

DESPATCHING INSTRCUTIONS:

1. Goods security packed are to be delivered to the consignee mentioned below during office hours on any working day with in the period of delivery specified.
2. Goods security are to be dispatched to the consignee mentioned below by purchaser/goods train, _____ paid and relative along with packing slip/note in duplicate, same by registered post to the consignee.
3. Company of packing slip/note duly received with remarks regarding discrepancies or shortage in supplied etc., will be returned by the engines to the supplier on receipt of goods after verification.
4. The supplier shall at his own expense work each have or package distinctly with consignees same and address group with the name of supplier and distinctively such of works which are also to be shown on the suppliers packing slip/note to be packed in a each package.
5. If a consignment counting per than on purchase, the serial number of each package shall be indicated as numerator and the total number of packing as the denominator., thus the works '2/8' on a package will indicate that in a wound package out of a consignment of right package.

ConsigneeEngineer.
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FORWARDING OF BILLS

6. Bills should be prepared in triplicate by the supplier and worked dist:- only as 'Original' 'Duplicate' and 'Triplicate' and dispatched to consignee costing returned to purchase order.

7. In the same of spare parts the make ____ and serial number of the machine for which upon are meant should also be given.

8. Correspondence relating to all matters/orders arising out of this purchase order shall be addressed to this office.

9. All correspondence relating to acceptance of consignment and payment for public made shall be carried on with consigned.

TERMS AND CONDITIONS

10. The price mentioned in the purchase orders firm and no price variation on any recent/amount will be allowed.

11. The period of delivery _____-- the purchase order will authentically stand cancelled levy permission

b) To purchase else where, without notice to the contractor on contractors accounts and at contractors risk the stores not delivered or other of a similar description (Where others exactly complying with the particulars are not in the opinion of the purchase readily procurable such opinion being final) without cancelling the contract in respect of the consignment not yet due for delivery.

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c) The contract or portion thereof and if so, decide to purchases the stores at the risk and cost of the contractor.

d) To forfeit the E.M.D. 1 or F.S.D. in part or full at the discretion of the purchaser.

In the event of action being taken under (a), (b) of (c) above the contractor shall be liable for any loss which the purchaser may sustain on the account but the contractor shall not be entitled to any gain or repurchase made against default.

23. Not with standing any thing contained in terms of the offer by supplier no suit in regard to any matter what-so-ever arising out of contract entered by the purchaser shall be instituted in any court save the court of competent authority under the jurisdiction of the High court of judicature, Andhra Pradesh.

24. The contractor shall acknowledge the receipt of the purchase order and give his unconditional acceptance to the conditions before effecting supplies.

Yours faithfully,

.....Engineer.....

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For and behalf of the Government
of Andhra Pradesh

SCHEDULE

To Accompany Purchase order No.

Dated.

Sl. No.	Description of items	Part No. or Code No.	Qty	Rate	Per	Amount

TERMS AND CONDITIONS

1. The price is for delivery F.O.R.
2. Sales Tax at % will only be paid extra on the cost of the article.

If this is an Inter-State sale to Andhra Pradesh State and subject to levy of Central sales tax at the concessional rate, the concessional rate shall only be billed for necessary 'D' form will be issued as and when it is requested by the dealer by giving full details of R.No. and date etc.

3. The supply enumerated above shall be delivered at destination before
4. Special conditions.

.....Engineer....
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For and on behalf of the
Government of
Andhra Pradesh.

BANK GUARANTEE

In consideration of theEngineer..... for and on behalf of the Governor of A.P. Hyderabad (herein after called " Government") having agreed to exempt.....(herein after called "The said contractors" 1/3) from the demand under the terms and conditions of purchase order no.....dated.....entered into by Government with.....(herein after called the said order) of security deposit for the due infilment by the sale contractors of the terms and conditions contained in the said order on the production of bank guarantee for Rs..... we the..... do hereby under take to indemnify and keep indemnified the Government to the extent of Rs..... against any loss of damage caused to contractors of any of terms and conditions contained in the said order. We the.....further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said order have been fully paid and its claim satisfied or discharged or till the Engineer.....certified that the terms and conditions of the said agreement have been full and properly carried out by the said contractors and accordingly discharges the guarantee, subject however that the Government shall have no right under this bond after the expiry of 12 months from the date thereof.

“We.....Bank limited., also agree that the decision of the Chief Engineer, PWD for the amount or amounts due or the amount of amounts of damage or loss caused too suffered by the Government is final and be binding on us and under take to pay the amount guaranteed here under or part thereof as required within one week of the same being demand by the Chief Engineer, PWD without reference to the contractor and without questioning the right of the C.E. P.W.D. to make such demand or the propriety or legality of the demand.

We thelastly undertake not to revoke this guarantee during its currency except with previous consent of the Government in writing.

An agreement made this..... day..... One thousand nine hundred and years (designation)..... of (Firms name and address)..... Herein after called the contractors, which expression shall, unless excluded by or repugnant to the subject to context include their successors representatives, their executors and administrators of the one party and the Governor of Andhra Pradesh herein after called the Government, which expression shall unless so exclude by or repugnant to the subject of context, includes his successors in office and assigns, of the order part.

HEREAS Quotation No.....dated..... tendered by the contractor has been accepted on terms and conditions (stated in purchase order No.....dated..... herein after referred to as the ordered which expression shall include any amendment thereof or additions of modifications there to which has been issued in favour of the contractor, setting forth in detail the specifications, quantities, prices, delivery terms and special conditions governing and supply.

THE AGREEMENT WITNESS AS THE FOLLOWING.

1. The contractors hereby agree to supply the stores strictly in accordance with the specification and as per approved sample (s) and all other terms and special conditions stipulated in the said under.
2. The contractors hereby further agreement at the said order together with the schedule, instructions and all special conditions shall be deemed to form part of this agreement as though separately set out herein and are include in the expression contract where everued in connection with the said order.
3. The contractors agree that in all matters of dispute as regards the condition of supplies, after arrival at destinations the decision of the consignee shall be final and binding on this parties here etc.
4. The delivery period stipulated in the said order shall be deemed to be of the essence of the contract and the contractors hereby agree that the delivery period date, as mentions do in said order, is guaranteed and in the expiry of the said delivery period/date noted in the said order for each installment, or for the entire quantity where no installment supply is stipulated the contractors agree to pay to the Government liquidated damages at the rate of mentioned in the special condition under the heading “PENALTIES” (annexed to the said order) without prejudice to the

right of the Government to exercise option under the said special condition or ailing remedies available to the Government under clause 3 hereof.

5. It is hereby further agreed between the parties here upto that failure on the part of the contractors to make supply, whether of a portion of the material or the entire quantity as per the terms of the said order, or non performance or non-supply in time or regularly of supplying material which does not confirm to specifications quality prescribed or the sample (s) approved of which is found defective in any other way or for breach of any of the conditions stipulated either in the said order or in this agreement shall entail enforcement of one or more of the following:

- i) Cancellation of the said order in part or in whole.
- ii) For feature or adjustment of Security Deposit which may be in the form of Bank Guarantee of otherwise or permanent security deposit against registration of contractor.
- iii) Recovery of extra cost, if any, incurred by the purchaser in procuring the materials from other sources by way of purchase at the risk and expense of the contractors.

5. a) In case of any payment made by the purchase in advance of delivery of material. The contractor under take to deliver such material in accordance with the terms and conditions of the contract and in accordance with the special conditions and specifications mentioned in the tender/purchase order and in the event of such material not so delivered by the contractors for any cause what so ever, the contractors under take at the option of the purchaser within.....from the date of the exercise of the said option.

6. Whenever under that terms of the said order, any sum of the money is recoverable from and payable by the contractors the purchaser will be entitled to recover such sum by appropriation in part or whole, the security depositor permanent security deposit against registration, made by the contractors, in the event of the security being insufficient then the of the total sum recoverable as the case may be, shall be deducted from any sum them due, which at any time there after may become due to the contractors under and their dept., of Government of Andhra Pradesh.

7. On due fulfillment of the terms and conditions of this agreement by the contractors, the amount of security deposit and/or further security deposit herein before mentioned will be refunded after expiry of the guarantee period, if any, stipulated or on satisfactory completion of supplies in all respects.

8. The payment will be made to the contractor as per terms stipulated in the said order and where no such stipulation is made within a reasonable period, after inspection and acceptance of stores by the consignee.

9. The contractors hereby further agree that no suit in regard to any mater whatsoever arising under or by virtue of the agreement shall be instituted in any court save the court of the competent authority under the jurisdiction of the High Court of Judicature, A.P.

In witness where of the contractors have no re unto set their mater and the Governor of A.P. has caused Sri.....designation

of.....P.W.D..... for and on his behalf to his hand hereunder the days and year first above written.

Signed by the said contractors in the presence of 1st witness:

Address and Occupation.

2nd Witness.

Contractors signature.

Address and Occupation

Signed by Sri.....in the office of the.....Engineer.....for and on behalf of and by this order and direction of Government of Andhra Pradesh.

Signature,
Sd. Section Officer.

//true copy//