

Annexure – ‘A’

Constitution and Approval of Tender Committee

<u>Sl. No.</u>	<u>Level of the approval of the case</u>	<u>Level of T.C members</u>	<u>Nomination of T.C Members</u>	<u>Approval of T.C</u>
1.	Dy. GM	E5 / E4	HOD / Sectional Head	Head of C & M
2.	G/M Power Plant	E6 / E5	HOD / Dy. GM	G.M
3.	CEO	Head of C & M Finance, Indenting	HOD Concerned	G.M / PP
4.	Board	Sub – committee	Chairman	Chairman

Note :

Tender committee should be constituted as per provisions of para 22 of Procurement and Works Policy 2006 for each tender valuing Rs. 10 lakh and above vide Sl. No. 7- (B) General conditions for Delegation of Powers 2006.

Annexure- ‘B’

CANCELLATION OF PURCHASE / WORK ORDER AND RISK PURCHASE / WORK ORDER

1. When it is intended to cancel the purchase Order or Contract which has been kept alive after expiry of delivery period by the conduct of parties, it is necessary to issue a notice to the concerned party before actual cancellation giving a period of fifteen days or such period as Law Department may advice for supply of material without prejudice to our rights to recover L.D as per terms of the contract. Where

the order is not kept alive beyond delivery period by implication or conduct of the parties, cancellation should be issued by the MM Deptt. / Contract Cell immediately after expiry of the delivery / completion period stating that quantities incomplete on the due date are cancelled and risk purchase will be made in terms of the relevant clause of the tender condition of the contract. However, before resorting to the risk purchase, approval of the next higher authority should be taken. Wherever necessary, Law Department should be consulted to protect the interests of the Plant / Company.

- 2.** For Risk Purchase action after issue of notice to the defaulting party a tender enquiry will be issued excluding the defaulting party for finalization of order on alternate source. Preferably the date of tender opening of the alternative tender enquiry and the expiry of risk purchase notice to the defaulting party should be about the same time. Notice should be given to the defaulting party with a view to provide it with last chance to effect supply and as such its response should be taken into account before deciding on the cancellation or alternate procurement through risk purchase.

The decision to place order and cancellation of the original order should be taken after consideration of the response of the defaulting party and the receipt of the offers against the enquiry.

- 3.** For job contract cases, notice for execution of order on risk & cost of any contractor can be issued during valid period of contract also if contractor either fails to start the work within reasonable time, the progress of the job is poor or for any breach of contract.
- 4.** After expiry of notice period and on finalization of the alternate purchase order / contract the leftover / unserviced quantity in the original purchase order / contract should be cancelled and new order should be placed.
- 5.** The risk PO / WO should as far as possible be on the same terms & conditions as the original PO / WO (apart from delivery time), i.e., the goods should be of the same specifications, etc.
- 6.** It should be ensured that Risk PO / WO is concluded within a reasonable time.