



Delegation of Powers

(DoP)

for

MAHAGENCO

Delegation of Powers (DoP)

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Section – I, H.O.

Chapter – 1, Central Purchase Agency

**Chapter – 2, Pre-Constn. & Constn.
Activities.**

Chapter – 3, Fuel Management Cell.

Chapter – 4, Environment, Health & Safety.

Chapter – 5, Information Technology.



Section – I, H.O.

Chapter – 1

Delegation of Powers applicable to “Central Purchase Agency”

While implementing DoP, the user should refer to the “Remarks” & “Special Note” appearing at the end of the item. For ease of reference, relevant remark numbers are given in separate column titled as “Remark No.”

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NOTE :

- 1. Purchase of items for all sections in H.O. (except P&P for which separate powers are delegated in DoP) will be done by Central Purchase Agency (CPA) against approved budget of that section.**
- 2. Placement of work contract order or purchases (for other than P&P) will be done by Generation Works against approved budget.**
- 3. All proposals i.e. Purchase & Work Contracts will be routed through Finance Section, though for some sections, Account & Audit Staff has been provided. The role of local Accounts & Audit staff is limited to scrutiny of documents, comparative statement etc.,**
- 4. Purchase of legal software, engaging consultant for Software & placement of order for development of software shall be done by CGM (IT). However, purchase of hardware will be done by CPA, unless approved otherwise by Competent Authority.**
- 5. Sectional heads in H.O. [CGM] & above can engage the consultants as per powers given in DoP under clause No. 7 after due approval by the Competent Authority & against budget provision.**

1) **PRE-TENDER ACTIVITIES :**

Sr. No.	Re-Mark No.	Nature of Powers	E.D. in consultation with CGM (F&A)	CGM (St)	SE (St)	EE (St)
1.1	-	To approve/fix pre-qualifying conditions of Tender	Full Powers for tenders to be accepted by CGM & above.	Full Powers For tenders to be accepted by Lower Officer.	--	--
1.2	-	To fix tender cost	--	Full Powers for all tenders	Full Powers for tenders accepted by himself or lower officer.	Full Powers for tenders accepted by himself.
1.3	-	Invitation of Tender for Supply	--	Full Powers for all tenders	Full Powers for tenders accepted by himself or lower officer.	Full Powers for tenders accepted by himself.
1.4	1	To decide EMD/S.D.	--	Full Powers for all tenders	Full Powers for tenders accepted by himself or lower officer.	Full Powers for tenders accepted by himself.

Remarks :

1. Under clause 1.4,
 - (a) Earnest Money Deposit as per Company's Policy may be accepted by DD only in favour of Mahagenco. However EMD may be accepted in cash also upto Rs. One lakh by Civil Gen.-II, Generation Construction & field offices under their control.
 - (b) Earnest money will be liable to be forfeited on revocation before validity expires or on refusal to enter into a contract after the award is made to the contractor/supplier.
 - (c) Earnest Money of unsuccessful tenderer will be refunded expeditiously after the award of contract.

- (d) Similarly the Security Deposit as per Company's policy will be accepted in any of the following forms.
- i) The Security Deposit as per Company's policy may be accepted in cash or DD in favour of Mahagenco or
 - ii) Bank Guarantee from a Nationalised bank or any schedule bank in favour of Mahagenco duly certified by the bank on whom it is drawn irrevocable and operative till validity of contract.

2) SUPPLY - CALLING & ACCEPTANCE OF TENDER/ENQUIRIES.

Sr. No.	Re-mark No.	Nature of Power	M.D. in consultation with Director (Op.) & Director (F)	Director (Op.) in consultation with Director (F)	E.D. in consultation with CGM (F&A)	CGM (St) in consultation with CGM (F&A)/ GM (F)	SE (St) in consultation with Jt. CAO (F)	EE (St) in consultation with Dy. CAO (F)/AO(F)
2.		Acceptance of tenders / enquiries and placement of order for purchase of items administratively approved.						
2.1	2	Open Tender.	Up to Rs. 10 Crores	Up to Rs. 5 Crores	Up to Rs. 3 Crores	Up to Rs. 1.5 Crores	Up to Rs. 50 Lakhs	Up to Rs. 25 Lakhs
2.2	-	Limited Enquiry.	Up to Rs. 1 Crores	Up to Rs. 50 Lakhs	Up to Rs. 30 Lakhs	Up to Rs. 20 Lakhs	Up to Rs. 5 Lakhs	Up to Rs. 2 Lakhs
2.3		Single Enquiry.						
	3	a) For equipments of proprietary nature.	Up to Rs. 10 Crores	Up to Rs. 4 Crores	Up to Rs. 2 Crores	Up to Rs. 1 Crore	Up to Rs. 50 Lakhs	--
	3	b) For spares and equipments of original equipments suppliers/ manufacturers	--	--	Full Powers Limited to 10 Crores	Up to Rs. 1 Crore	Up to Rs. 50 Lakhs	Up to Rs. 15 Lakhs
		c) For spares and equipments from Public Sector Undertakings/Central/State Govt. Departments.	--	--	Full Powers Limited to 10 Crores	Up to Rs. 2 Crores	Up to Rs. 1 Crore	Up to Rs. 25 Lakh
	4	d) On grounds of urgency.	Up to Rs. 70 Lakhs	Up to Rs. 50 Lakhs	Up to Rs. 30 Lakh	Up to Rs. 20 Lakhs	Up to Rs. 5 Lakhs	Up to Rs. 1 Lakh
2.4	5	Placement of confirmatory orders in emergent situation.	--	--	--	Up to Rs. 5 Lakhs	Up to Rs. 1 Lakhs	--

--	--	--	--	--	--	--	--	--

Special Note

1. CGM shall have full powers for calling of tenders/enquiries and placement of orders within the powers delegated to himself for acceptance of tender/enquiries and including tenders/enquiries to be accepted by E.D. and above subject to :
 - a) Administrative and cost estimate approval have been granted by competent authority.
 - b) The proposal have been vetted by Finance.
 - c) Indenting authority has made a budget provision for procurement of these items through CPA.
2. After administrative approval of proposal, SE/EE shall have powers to invite tender/enquiries and place order only for the contracts having value up to the financial limits given in DOP to them under appropriate clause.

Remarks:

2. Under clause 2.2, powers for Limited enquiries can be exercised subject to :
 - a) Procurement of item through limited enquiries be resorted to only in urgency and when tenderization may result in delay in procurement and efforts/man power needed may not be commensurate with the value of the item to be procured.
 - b) For this purpose, a list of approved vendors be maintained by concerned CGM. The list be reviewed on yearly basis and necessary changes incorporated in the approved list based on their performance during the period under reference. The list may also be updated in case of location of new vendors or source.
 - c) In case of order placed through limited enquiries, extension to delivery period should be avoided. However, if it is necessary, it should be generally with levy of penalty. Similarly repeat order or extension of order in quantities should not be given for order placed through limited enquiries.
 - d) Limited enquiries for item which are of repeatative nature, requiring floating of enquiries frequently and that too in a small time frame is prohibited.
 - e) Reasons for procurement through limited enquiries, instead of tenderization, be recorded and got approved.
 - f) Limited enquiries should not be resorted to, with a view to break up item to get accommodated in quotation.
 - g) Limited enquiry should not be resorted to, with a view to break up item to get accommodated in enquiry.
3. **Under clause 2.3 (a), (b) & (c) , powers for procurement through Single Enquiry can be exercised subject to :**
 - a) Where the procurement is being done by contacting (only) single party on the basis of OEM/OES nature, then certificate based on guide lines given hereunder from the officer not below the rank of GM will be necessary.
OEM/OES shall include :
 - I) Original Equipment Manufacturer.
 - II) Entities which have been taken over/amalgamated with the OEM.
 - III) Original Equipment Supplier, in case where access to OEM is not possible.
 - IV) The Original Foreign Collaborator for the Equipment.
 - V) Ancillary Units of the Original Equipment Suppliers subject to documentary evidence of manufacture by such Ancillary unit of the Original equipment.
 - b) **In case of issuance of single enquiry within the powers of CGM, ED will be apprised before issuance of enquiry.**
In case of procurement by E.D., MD shall be apprised before issuance of enquiry.
4. Under clause 2.3 (d), authority competent to accept the quotation should record in writing the reasons for not following the procedure of invitation of tender/enquiries.

5. Under clause 2.4, powers for placement of confirmatory order for procurement of item/spares in emergent situations are provided. However, these powers are to be resorted to in exceptional circumstances and reasons to be recorded. **Next higher authority to be apprised.**

3) **PRE AWARD ACTIVITIES:**

Sr. No.	Re-mark No	Nature of Powers	M.D. in consultation with Director (Op.) & Director (F)	Director (Op.) in consultation with Director (F)	E.D. in consultation with CGM (F&A)	CGM (St) in consultation with CGM (F&A)/ GM (F)	SE (St) in consultation with Jt. CAO(F)	EE (St) in consultation with Dy. CAO(F)/ AO (F)
3.1	-	Opening of Tender.	--	--	--	--	--	Full Powers for all tenders.
3.2		Negotiations :						
3.2.1	-	To negotiate quoted prices for proprietary items/OEM items/imported proprietary item.	--	--	Full Powers	--	--	--
3.2.2	-	Powers to negotiate quoted price before placement of order.	Full Powers	--	--	--	--	--
3.2.3	6	To negotiate terms and conditions (except quoted price and payment conditions) in favour of Mahagenco I) In case of tenders accepted by ED and above. II) In other cases.	-- --	-- --	-- --	Full Powers Full Powers for all tenders	-- Full Powers for tenders accepted by himself and lower officer.	-- Full Powers for tenders accepted by himself.
3.3	-	Acceptance of following mode of payment :						
3.3.1	-	Through Letter of Credit (L/C)	--	--	Full Powers	--	--	--
3.3.2	7	Through Nationalised/ Scheduled Bank in case of Rail or Road dispatches against RR/LR	--	--	Full Powers	--	--	--

Remarks:

6. Under clause 3.2.3, while negotiating, sanctity of tender procedure should be maintained and such negotiations should not alter the ranking and negotiated price of tenders as prevalent before negotiations.
7. Under clause 3.3.2, for authorizing payment against L/R, the L/R should be of the road transport contractor approved by scheduled bank

4) EXTENSION OF ORDER :

Sr. No.	Re-mark No.	Nature of Powers	E.D. in consultation with CGM (F&A)	C.G.M. (St) in consul-tation with GM (F)	S.E.(St) in consul-tation with Jt. CAO (F)/Dy CAO (F)
4.	8	Placing of extension order for similar works/ items upto 50% of original order amount in case of urgency	Full Powers for tenders accepted by E.D. & above.	Full Powers for tenders accepted by himself or lower officer.	Full Powers for tenders accepted by himself or lower officer.

Remarks :

8. Under clause 4,
- Extension of order is normally to be avoided. However, extension orders may be placed against previous order placed on open tender basis without further going through the normal procedures subject to the followings:
- The value of extension order should not be more than 50%.
 - Reasonable assessment by the contract operating authority that there has been no downward trend in prices.
 - The original order was not placed on delivery preference basis.
 - Extension order shall not be placed against original order placed on the basis of limited or single quotation basis or delivery preference basis.

5) POST AWARD ACTIVITIES:

Sr. No.	Re-mark No.	Nature of Powers	M.D. in consultation with Director (Op.) & Director (F)	Director (Op.) in consultation with Director (F)	E.D. in consultation with CGM (F&A)	CGM (St) in consultation with CGM (F&A)/ GM (F)	SE (St) in consultation with Jt. CAO (F)	EE (St) in consultation with Dy. CAO (F)/AO (F)
5.1	-	Execution of all instruments relating to Supply of material, Stores, equipments, insurance guarantee bond etc.	--	--	--	Full Powers for all tenders.	Full Powers for the tenders accepted by himself or lower authority.	Full Powers for the tenders accepted by himself.
5.2	-	Acceptance, encashment and release of all types of Bank Guarantee (B.G.)	--	--	--	Full Powers for all tenders.	Full Powers for the tenders accepted by himself or lower authority.	--
5.3	-	Approve the change in name of the firm and transfer the order from old firm to new firm due to valid reasons provided such transfer does not entail extra expenditure after taking legal view.	--	--	--	Full Powers for all tenders.	--	--
5.4	9	<p>Cancellation of contract in part or full after taking legal view of Law Officer</p> <p>a) Conditional & non-conditional orders without financial implications, i) In case of orders placed ED & above ii) In other cases – Authority competent to place order</p> <p>b) Conditional & non-conditional orders where financial implications are involved</p>	<p>--</p> <p>--</p> <p>Extra expenditure above 25% of unexecuted</p>	<p>--</p> <p>--</p> <p>Extra expenditure upto 25% of unexecuted portion of</p>	<p>--</p> <p>--</p> <p>Extra expenditure up to 15% of unexecuted</p>	<p>Full Powers</p> <p>Full Powers</p> <p>Extra expenditure up to 10% of unexecuted portion of</p>	<p>--</p> <p>Full Powers</p> <p>Extra expenditure up to 10% of unexecuted portion of</p>	<p>--</p> <p>Full Powers.</p> <p>--</p>

			portion of the cancelled order.	the cancelled order.	portion of the cancelled order.	the cancelled order for all orders placed by himself.	the cancelled order for the orders placed by himself or lower authority.	
5.5	-	Waival/Refund/forfeiture of EMD in part or full	--	--	--	Full Powers for all tenders.	Full Powers for tenders accepted by himself or lower officer.	Full Powers for tenders accepted by himself.
5.6	-	Refund/waival or adjustment in part or full of S.D. or any other deposit. a) For Waival and refund. b) In case of forfeiture	-- --	-- --	-- --	Full Powers Full Powers for all tenders	Full Powers Full Powers for tenders accepted by himself or lower officer.	-- --
5.7	-	Waiving of inspection by the representative of Mahagenco	--	--	Full Powers	--	--	--
5.8	10	Acceptance of material before due date on grounds of urgency.	--	--	Full Powers	--	--	--
5.9	-	Closer of contracts	--	--	--	Full Powers	--	--

Remarks :

9. Under clause 5.4, conditional orders means orders involving DGS&D order, or orders on cement or any other similar item for which prices are fixed by statutory body or committee appointed by the Government.
10. Under clause 5.8, it is to be ensured that the material is required for immediate use by the indenter.

6) VARIATIONS DURING POST AWARD/EXECUTION OF CONTRACT:

Sr. No.	Re-mark No.	Nature of Powers	Director (Op.) in consultation with Director (F)	E.D. in consultation with CGM (F&A)	C.G.M. (St.) in consultation with GM (F)	SE (St) in consultation with Jt. CAO (F)
6.1	11	Amendment to the technical specifications that may affect the performance guarantee but still acceptable for use with modifications which is adequately compensated by reduction in prices.	Reduction in price below 5% of the ordered rate of the item/items.	Reduction in price between 10% & 5% of the ordered rate of the item/items	Reduction in price above 10% of the ordered rate of the item/items	--

Remarks:

11. Under clause 6.1, in case of contract where the value of individual items are not available and only price break up is available for payment purposes, for that particular item, reasonable value of such item should be ascertained before submitting the proposal to Competent Authority. The limit indicated will be applicable for ascertained value.

Sr. No.	Re-mark No.	Nature of Powers	M.D. in consultation with Dir. (Op.) & Dir. (F)	Director (Operation) in consultation with Dir. (F)	E.D. in consultation with CGM (F&A)	C.G.M. (St.) in consultation with CGM (F&A)/GM(F)	SE (St) in consultation with Jt. CAO (F)	EE (St) in consultation with Dy. CAO (F)/AO (F)
6.2	12	<p>Variations in value of the contract on any account.</p> <p>a) For tenders accepted by E.D. and above.</p> <p>b) For tenders accepted by authorities other than (a) above.</p>	<p>Beyond 15% of the value of order subject to limit of Rs. 60 Lakhs</p> <p>Beyond 15% of the value of order subject to limit of Rs. 60 Lakhs</p>	<p>Up to 15% of the value of order subject to limit of Rs. 45 Lakhs</p> <p>Upto 15% of the value of the order.</p>	<p>Up to 10% of the value of order subject to limit of Rs. 30 Lakhs</p> <p>Up to 10% of the value of the order.</p>	<p>--</p> <p>Up to 5% of the value of the order placed by himself.</p>	<p>--</p> <p>Up to 5% of the value of the order placed by himself.</p>	<p>--</p> <p>Up to 5% of the value of the order placed by himself.</p>
6.3	-	<p>Variations in terms of payment before order/AT is placed.</p> <p>a) In case of tender accepted by ED and above.</p> <p>b) In other cases.</p>	<p>--</p> <p>--</p>	<p>--</p> <p>--</p>	<p>--</p> <p>--</p>	<p>Full Powers</p> <p>Full Powers for tenders accepted by himself or lower officer.</p>	<p>---</p> <p>Full Powers for tenders accepted by himself or lower officer</p>	<p>--</p> <p>Full Powers for tenders accepted by himself.</p>

6.4	-	<p>Powers to vary the terms of payment after placement of order without prejudice to other terms and conditions.</p> <p>a) In case of tenders accepted by ED and above.</p> <p>b) In other cases,</p>	--	--	--	Full Powers	--	--
			--	--	--	Full Powers	Full Powers for tenders accepted by himself or lower officer	Full Powers for tenders accepted by himself.
6.5	-	<p>Variations in contracted terms other than terms of payment.</p> <p>a) In case of tenders accepted by ED and above.</p> <p>b) In other cases, authority competent to accept tender.</p>	--	--	--	Full Powers	--	--
			--	--	--	Full Powers	Full Powers for tenders accepted by himself or lower officer	Full Powers for tenders accepted by himself.

Remarks :

12. Under clause 6.2 (a&b),

- i) **Company Board has full powers towards variations in value of contract on any account.**
- ii) For imported items in case of change in the value of contract due to exchange rate, CGM has full powers.
- iii) These powers are to be exercised without considering the effect to statutory variations.
- iv) In case if there is no over all excesses/shortages in delivery as per the order, CGM and ED will have full powers to approve any excesses/shortages beyond 5% per consignee in each item.
- v) Percentages referred are in relation to the total value of the contract.

- vi) The over all financial limits of variations mentioned shall not be exceeded even if variations are permitted on more than one occasion.

Sr. No.	Re-mark No.	Nature of Powers	Director (Operation) in consultation with Director (F)	E.D. in consultation with CGM (F&A)	C.G.M. (St.) in consultation with GM (F)	S.E. (St.) in consultation with Jt. CAO.
6.6	13	<p>Amendment to the Technical specifications of the contract or make of equipment which do not reduce the performance and guarantee.</p> <p>a) In case of tender accepted by E.D. & above.</p> <p>b) In case of tenders accepted by CGM/SE/EE.</p>	<p>--</p> <p>Increase in value up to 10% of order value subject to limit of Rs. 50 Lakhs</p>	<p>--</p> <p>Increase up to Rs. 25 Lakhs</p>	<p>Full Powers for no change or if there is reduction in value of contract.</p> <p>Increase up to 5% of the value of the order or Rs. 5 Lakhs whichever is less.</p>	<p>--</p> <p>--</p>

Remarks:

13. Under clause 6.6,

- i. Company Board has full powers.
- ii. Indentor shall be invariably consulted prior to 'acceptance of change' in the technical specification & his prior concurrence obtained.

7) AWARD OF CONSULTANCY SERVICES.

Sr. No.	Re-mark No.	Nature of Powers	M.D. in consultation with Dir. (Op.) & Dir. (F)	Director (Operation) in consultation with Director (F)	E.D. in consultation with CGM (F&A)	C.G.M. (St.) in consultation with GM (F)	GM/ S.E. (St.) in consultation with Jt. CAO.
7.1		Utilisation of services of expert consultant institutes other than Government Undertakings on					
7.1.1	14	Single enquiry basis	Up to Rs. 50 Lakhs	Up to Rs. 30 Lakhs	Up to Rs. 20 Lakhs	Up to Rs. 5 Lakhs	Up to Rs. 3 Lakhs
7.1.2	-	Limited enquiry	Up to Rs. 75 Lakhs	Up to Rs. 50 Lakhs	Up to Rs. 30 Lakhs	Up to Rs. 10 Lakhs	Up to Rs. 5 Lakhs
7.1.3	-	Open Tender	Up to Rs. 10 Crores	Up to Rs. 5 Crores	Up to Rs. 3 Crores	Upto Rs. 15 Lakhs	Upto Rs. 10 Lakhs
7.2	14	Utilisation of services of Govt. Institutes/Undertakings on single enquiry basis.	--	--	Full Powers limited to Rs. 10 Crores	Upto Rs. 10 Lakhs	Upto Rs. 5 Lakhs

Remarks:

14. Under clause 7.1.1 & 7.2,

- a) In case of issuance of single enquiry within the powers of CGM, ED will be apprised before issuance of enquiry.
- b) In case of issuance of single enquiry by ED, MD shall be apprised before issuance of enquiry.

8) PLACING OF ORDER ON DGS&D RATE CONTRACT & OPEN PURCHASE ORDER.

Sr. No.	Re-mark No.	Nature of Powers	E.D. in consultation with CGM (F&A)	C.G.M. (St.) in consultation with GM (F)	S.E. (St.) in consultation with Jt. CAO/Dy. CAO	E.E. (St.) in consultation with Dy. CAO/ AO
8.1	-	Placing of order on DGS&D Rate Contract following the Rate Contract procedure.	--	--	**Full Powers	--
8.2	-	Placing of order outside DGS&D Rate Contract in respect of material available against Rate Contract items at the same or lower rate than those prevailing under rate contract on conditions which are no less favourable than those of DGS&D Rate Contract.	--	**Full Powers	Up to Rs. 50 Lakhs	Up to Rs. 10 Lakhs
8.3	15	Placing of Rate Contract by following prescribed procedure.	**Full Powers	--	--	--
8.4	16	Placing of open purchase order on large establish manufacturer for material/equipment which is to be manufactured as import substitute.	Up to Rs.50 Lakhs.	Up to Rs.25 Lakhs.	Up to Rs.5 Lakhs.	--
8.5	16	Placing of open purchase order on government/sector undertaking for material/ equipment which is to be manufactured as import substitute .	Up to Rs.100 Lakhs.	Up to Rs.50 Lakhs.	--	--

** Full Powers means powers limited towards placement of order in DoP under appropriate clause.

Remarks :

15. Under Clause 8.3 :

- a) Whenever it is advantageous to have supply of material at a steady pace over a period of time then such contracts can be placed by following a prescribed procedure of tenderization/limited enquiry and deferred delivery schedule resorted to.

- b) Material such as bearings, medicines, consumable materials can be procured through rate contract. However, it is to be ensured that no price variation be granted during the tenure of rate contract period.
- c) While placing the rate contract order, condition be incorporated that minimum 60% quantity will be lifted by Mahagenco against the order placed on Rate Contract basis. Similarly, the bidder will have to give an undertaking that 120% of the quantity included in the Rate Contract shall be supplied by the bidder on the same rate, terms and conditions.

16. Under Clause 8.4 & 8.5

- i) Open order means the order placed without obtaining prior enquiry and the cost finalized after the material is ready for delivery (enquiry from manufacturer to be obtained, if possible).
- ii) Such purchase may be resorted to in case where either import licence under free resources is not available or procurement of I/L may cause delay or cost of indigenous product compares reasonably with that of imported products.
- iii) In case of more than one such manufacturers is known to produce the required import substitution, information about their offer should be obtained for comparison before selecting the suitable offer.

9) TIME LIMIT EXTENSION AND REDUCTION/WAIVAL OF L.D.

Sr. No.	Re-mark No.	Nature of Powers	Director (Op.) in consultation with Director (F)	E.D. in consultation with CGM (F&A)	CGM (St) in consultation with CGM (F&A)/ GM (F)	SE (St) in consultation with Jt. CAO	EE (St) in consultation with Dy. CAO/AO
9.1	17	Permitting the contractor to execute works/supply items beyond contractual time limit without prejudice to the right of recovery of penalty/liquidated damages.	--	--	Full Powers for all tenders	Full Powers for tenders accepted by himself or lower officer.	Full Powers for all tenders accepted by himself.
9.2	18	Grant of extension of time limit with/or without levy of penalty/liquidated damages including condonation for delay in applying for extension of time limit by the contractor	--	Full Powers for all tenders.	Next Higher Authority for all tenders accepted by himself.	Next Higher Authority for all tenders accepted by himself.	Next Higher Authority for all tenders accepted by himself.
9.3	-	Review of decision of Competent Authority under clause 9.2 above	Full Powers for tenders accepted by E.D. and above.	Full Powers for tenders accepted by CGM & below.	--	--	--

Remarks:

17. Under clause 9.1 :
- a) If the price variation is applicable, then the payment thereof during extended period will not be considered and it will be limited to the payment on the basis of scheduled date of completion/supply of material.
 - b) Consultation with Finance/Accounts is not necessary.
18. Under clause 9.2,
- a. Where the delay is attributed to the contractor/supplier apart from levy of penalty, the price variation if payable under the contract, then the payment of same should be limited to that on the basis of scheduled date of completion of work/supply. In such cases the payment to the contractor due to increase in statutory taxes/duties shall also be limited to that applicable on the contractual date of completion of work/supply.

- b. Where the delay is not solely attributed to the contractor and price variation is applicable to the contract and extension of time limit is granted without levy of penalty, the competent authority may decide to pay the price variation based on actual date of execution/supply. The competent authority has right to admit the claim of statutory variations under above circumstances.
- c. Where the delay is not attributable to the contractor, the price variation shall become payable at actual including statutory charges and foreign exchange variation.

10) AWARDING OF CONTRACT IN URGENCY:

Sr. No.	Re-mark No.	Nature of Powers	Authority
10.	-	Award of contract against the tender where validity of the offer is due to expire and also in case of urgent requirement of the part supply against tender in anticipation of acceptance of proposal for the whole subject to post facto approval of the Board.	M.D. in consultation with Director (Op.) and Director (F) can place orders upto the powers delegated to them i.e. upto Rs. Ten crores. However, approval of the Board may be obtained for full tender amount.

11) REPAIRS AND MAINTENANCE OF VEHICLES & HIRING OF VEHICLES AT H.O.:

Sr. No.	Remark No.	Nature of Powers	E.D	CGM
11.1	19	Staff vehicle by distinguished visitors or when requested by Govt. Department for use of any distinguished visitor or any special officer.	Full Powers	**Full Powers
11.2	20	To reimburse taxi fare for movement of staff for works of the department.	Full Powers	Rs. 1000/- on each occasion
11.3	-	Payment of statutory duties such as motor vehicle tax.	Full Powers	**Full Powers
11.4	21	To hire taxi or any other vehicle for movement of VIPs or officers for supervision/official work.	Full Powers	**Full Powers

**** These powers are delegated to Departmental Heads only.**

Remarks:

19. Under clause 11.1 whenever Govt. Department/officer use the vehicle, entry in log book should be taken.
 - a. In case of use by Govt. Department, charges shall be levied as per rules.
 - b. In case, no charges are to be levied, approval of next higher authority to be taken.
20. Under clause 11.2, powers are delegated with financial limit to following officers in H.O.

GM & equivalent	Rs. 500/- per occasion.
SE & equivalent	Rs. 400/- per occasion.
Jt. CAO/EO/EE	Rs. 300/- per occasion.

21. The powers under clause 11.4 can be exercised subject to following condition
 - a. The officer hiring taxi/vehicle shall record the specific reason for hiring.
 - b. To ensure that the expenditure is in the interest of work.
 - c. To satisfy that the rates are reasonable.

Sr. No.	Re-mark No.	Nature of Powers	E.D.	CGM
11.5	22, 23, 24, 25	Repairs and maintenance of departmental motor vehicle Routine maintenance, upkeep and repair of vehicle.	Full Powers beyond limit given in Table Below	Up to the limit specified in Table-I below

Table

Sr. No.	Km. Slab/limit		Light Vehicle	Medium Vehicle	Heavy Vehicle
	From	To			
1.	0	30000	5000/-	10000/-	10000/-
2.	30001	60000	10000/-	10000/-	15000/-
3.	60001	90000	20000/-	25000/-	25000/-
4.	90001	120000	7500/-	15000/-	20000/-
5.	120001	150000	7500/-	25000/-	60000/-
6.	150001	180000	20000/-	15000/-	10000/-
7.	180001	210000	10000/-	10000/-	12000/-
8.	210001	240000	10000/-	10000/-	12000/-
9.	240001	270000	25000/-	20000/-	15000/-
10.	270001	300000	10000/-	25000/-	50000/-
11.	300001	330000	10000/-	10000/-	10000/-
12.	330001	360000	30000/-	20000/-	10000/-
13.	360001	400000	10000/-	30000/-	50000/-
14.	400001	450000	10000/-	15000/-	15000/-
15.	450001	480000	25000/-	20000/-	15000/-
16.	480001	510000	10000/-	30000/-	50000/-
17.	510001	540000	10000/-	10000/-	15000/-
18.	540001	570000	30000/-	25000/-	15000/-
19.	570001	600000	10000/-	30000/-	50000/-
20.	600001		10000/-	15000/-	15000/-

22. The prescribed limited for routine maintenance do not include cost of fuel, lubricants and oils, cost of tyres & tubes and remolding thereof, purchase of tyres and tubes, replacement of battery.
23. If the expenditure limit of particular slab given in table is not utilized then the same be carried over for further slab.
24. For carrying out repairs and maintenance, it should be got done from an approved agency.
25. In case of road side failure, expenditure upto Rs. 5000/- over and above the limits given in Table-I can be approved by officer incharge.

12) PURCHASE OF COAL, GAS, LUBRICANTS AND SECONDARY FUEL OIL, STEEL, CEMENT, etc.

Sr. No.	Re-mark No.	Nature of Power	E.D. in consultation with CGM (F&A)	CGM (St) in consultation with CGM (F&A)/ GM (F)	SE (St) in consultation with Jt. CAO
12.1	26	Purchase of LSHS/Furnace Oil/LDO/ HSD/Naptha or equivalent fuel oil for Power Station from Govt. Agencies including mode of transportation	Full Powers	Full Powers	--
12.2	26	Annual Requirement of Grease and Lubricants.	Full Powers	Full Powers	--

Remarks :

26. Under clause 12.1 & 12.2, CGM (Stores) shall have full powers to enter into agreement with oil companies on their own commercial terms and conditions prevailing at the time of supply and without inviting tender and at the rates applicable to Govt. Departments.

Sr. No.	Re-mark No.	Nature of Power	E.D. in consultation with CGM (F&A)	CGM (St) in consultation with CGM (F&A)/ GM (F)	SE (St) in consultation with Jt. CAO	EE (St) in consultation with Dy. CAO/AO
12.3	27, 28, 29	Purchase of steel from SAIL or any other Steel producing authority and placement of order/procurement from main steel producers such as SAIL, Jindal, TATA etc.	Full Powers	Upto Rs. 3 Crores	Upto Rs. 1 Crore	Up to Rs. 50 Lakhs

Remarks :

27. Prices fixed by Steel Controlling Authority or the manufacturer from their stock yard may be accepted.
28. The competent authority shall also be competent to accept the terms and conditions prescribed by SAIL or main producer of steel.
29. For procurement of steel from any other than main producer, prescribed procedure of invitation of tender/enquiry should be followed.

Sr. No.	Re-mark No.	Nature of Power	E.D. in consultation with CGM (F&A)	CGM (St) in consultation with CGM (F&A)/ GM (F)	SE (St) in consultation with Jt. CAO	EE (St) in consultation with Dy. CAO/AO
12.4	30, 31, 32	Procurement of Cement	Full Powers	Upto Rs. 3 Crores	Upto Rs. 1 Crore	Up to Rs. 50 Lakhs

Remarks :

30. Prices fixed by Cement Controlling Authority and their stock yard or cement companies may be accepted.
31. For purchase of cement from other than main purchase agents or sole sailing agents, prescribed procedure of tenderisation/quotations should be followed.
32. Authority prescribed shall be competent to accept standard terms & conditions prescribed by the Cement Controlling Authority or any other similar authority or Cement Producers.

Section – I, H.O.

Chapter – 2

**Delegation of Powers applicable
to**

**“Pre-Construction &
Construction Activities.”**

While implementing DoP, the user should refer to the “Remarks” & “Special Note” appearing at the end of the item. For ease of reference, relevant remark numbers are given in separate column titled as “Remark No.”

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1) ADMINISTRATIVE APPROVAL:

Sr. No.	Re-mark No.	Nature of Power	M.D. in consultation with Director (Op.) & Director (F)	Director (Operation) in consultation with Director (F)	E.D. in consultation with CGM (F&A)	CGM in consultation with GM (F)
1.1	33	Administrative approval for new works/project/ extension/ schemes.	Up to Rs. 3 Crores	Up to Rs. 1 Crore.	Up to Rs. 50 Lakhs	Up to Rs. 25 Lakhs
1.2	33	Administrative approval for purchase of Stores/Equipments not specifically provided in sanctioned schemes/project.	Up to Rs. 10 Crores	Up to Rs. 5 Crores.	Up to Rs. 4 Crores	Up to Rs. 25 Lakhs
1.3	33, 34	Administrative approval for revision of cost of estimate of approved project/scheme/works.	Upto Rs. 10 Crores	Up to Rs. 5 Crores	Up to Rs. 4 Crores	Up to Rs. 2 Crores

Remarks :

33. Under Clause 1.1, 1.2 & 1.3, the Company Board has full powers beyond the powers given to M.D. & below..
34. Under clause 1.3, while revising the cost & estimate such revision shall be limited to powers given in DoP for acceptance of tender.

Similarly, GM/SE or EE shall also be competent for revision of cost and estimate. However, limited to the power given in DoP.

2) WORKS - CALLING & ACCEPTANCE OF TENDER/ENQUIRIES.

Sr. No.	Re-mark No.	Nature of Power	MD in consultation with Dir.(O) & Dir.(F)	Director (Operation) in consultation with Director (F)	E.D. in consultation with CGM (F&A)	C.G.M. in consultation with Finance/Accounts	G.M. in consultation with Finance/Accounts	S.E. (C) or PM in consult. with AO/DA ♦	E.E. in consultation with Accounts staff of SE(C) Off ♦♦
2.		Calling & Acceptance of tender / enquiries & award of works contract for works administratively approved.							
2.1		Open Tender							
(a)	35, 36, 40	Works cum supply contract	Up to Rs. 10 Crores	Upto Rs. 6 Crores	Upto Rs. 4.5 Crores	Upto Rs. 2.5 Crores	Upto Rs. 50 Lakhs	Upto Rs. 30 Lakhs	Upto Rs. 10 Lakhs
(b)	40	Works contracts.	Upto Rs. 10 Crores	Upto Rs. 5 Crores	Upto Rs. 4 Crores	Upto Rs. 2 Crores	Upto Rs. 50 lacs	Upto Rs. 25 lacs	Upto Rs. 5 lacs
2.2	37, 39	Limited enquiries.	-	-	Upto Rs. 10 Lakhs	Upto Rs. 5 Lakhs	Upto Rs. 2 Lakhs	Upto Rs. 1 Lakhs	Upto Rs. 50000/-
2.3	38	Single enquiry.							
(a)	38, 40, 49	On OEM/OES other than PSU	Upto Rs. 5 Crores	Upto Rs. 2 Crores	Upto Rs. 1 Crore	Upto Rs. 50 lakhs	Upto Rs. 25 lakhs	Upto Rs. 15 Lakhs	-
(b)	38, 40, 49	On OEM/OES who are PSU, Central/State Govt. Departments.	Upto Rs. 10 Crores	Upto Rs. 4 Crores	Upto Rs. 2 Crores	Upto Rs. 1 Crore	Upto Rs. 50 Lakhs	Upto Rs. 30 Lakhs	-
(c)	38, 39, 49	Other than (a) & (b) above	Upto Rs. 1 Crore	Upto Rs. 10 Lakhs	Upto Rs. 5 Lakhs	Upto Rs. 1 Lakh	Upto Rs. 50000/-	Upto Rs. 50000/-	Upto Rs. 25000/-
2.4	41, 49	Placement of confirmatory order after execution of work in emergent situation.	-	-	Upto Rs. 2.5 Lakhs	Upto Rs. 50000/-	Upto Rs. 25000/-	Upto Rs. 25000/-	Upto Rs. 10000/-

Special Note :

1. In case of H.O. the powers are in consultation with Finance & in case of field offices the powers are in consultation with local Account/Audit.

2. ♦ These powers are delegated to SE (C) as circle incharge & S.E. as Project Manager.
3. ♦♦ Powers are also delegated to EE (C) & in consultations with A/c. staff attached to SE.(C) office.
4. In case of H.O.
 - a. CGM shall have full powers for calling of tenders/enquiries & placement of order within the powers delegated to himself for acceptance of tender/enquiries including tenders/enquiries to be accepted by E.D. and above subject to
 - d) Project have been included in annual plan of Mahagenco and necessary budget provision has been made.
 - e) Board has approved the project including packages.
 - b. After administrative approval of proposal, GM shall have powers to invite tender/enquiries and place order only for the contracts having value up to the financial limits given in DOP under appropriate clause.
5. In case of field offices (i.e. civil constn. & Gen. Const.)
 - 5.1) Approval with cost estimate for placement of work contract will be granted by CGM only even for the orders to be placed by GM/SE/EE within their financial limits.
 - 5.2) After approval as above, GM/SE/EE will have full powers to invite & open the tenders/enquiries & place work order, however shall be limited, upto financial limits given in DOP.

Remarks:

35. Works cum Supply Contract means the contract in which the component of work in a total contract is more than 60%.
36. Under clause 2.1 (a), powers are to be exercised for placement of order for package (including Works & supply both) approved by the Company Board.
37. Under clause 2.2, powers for Limited enquiries can be exercised subject to :
 - a) Placement of work contract through limited enquiries be resorted to only in urgency and when tenderization may result in delay in placement of order and efforts/man power needed may not be commensurate with the value of the order.
 - b) For this purpose, a list of approved vendors be maintained by concerned CGM. The list be reviewed on yearly basis and necessary changes incorporated in the approved list based on their performance during the period under reference. The list may also be updated in case of location of new vendors or source.
 - c) In case of order placed through limited enquiries , extension to delivery period should be avoided. However, if it is necessary, it should be generally with levy of penalty. Similarly repeat order or extension of order in quantities should not be given for order placed through limited quotations.
 - d) Limited enquiries for works which are of repetitive nature, requiring floating of quotations frequently and that too in a small time frame is prohibited.
 - e) Reasons for procurement through limited enquiries , instead of tenderization, be recorded and got approved.
 - f) Limited enquiries should not be resorted to, with a view to break up item to get accommodated quotation.
- 38. Under clause 2.3 (a) & (b), powers for procurement through Single Enquiry can be exercised subject to :**
 - a) Where Work Contract is being awarded by contacting (only) single party on the basis of OEM/OES nature, then certificate based on guide lines given hereunder from the officer not below the rank of GM or independent office incharge will be necessary.
OEM/OES shall include:
 - I) Original Equipment Manufacturer.
 - II) Entities which have been taken over/amalgamated with the OEM.
 - III) Original Equipment Supplier, in case where access to OEM is not possible.
 - IV) The Original Foreign Collaborator for the Equipment.

- V) Ancillary Units of the Original Equipment Suppliers subject to documentary evidence of manufacture by such Ancillary unit of the Original equipment.
- c) In case of issuance of single enquiry within the powers of CGM/GM/SE/EE next higher authority will be apprised before issuance of enquiry.**
- d) In case of procurement by E.D. , MD shall be apprised before issuance of enquiry.**
39. Under clause 2.1 (c), authority competent to accept the quotation should record in writing the reasons for not following the procedure of invitation of tender/quotations.
- 40. For Contract having value more than Rs. 10 Crores, Board shall be the Competent Authority.**
41. Under clause 2.4, powers for placement of confirmatory order for execution of work in emergent situations are provided. However, these powers are to be resorted to in exceptional circumstances and reasons to be recorded. Next higher authority to be apprised.

3) SUPPLY - CALLING & ACCEPTANCE OF TENDER/ENQUIRIES.

Sr. No.	Re-mark No.	Nature of Power	MD in consultation with Dir.(O) & Dir.(F)	Director (Op.) in consultation with Director (F)	E.D. in consultation with CGM (F&A)	C.G.M. in consultation with Finance/Accounts	G.M. in consultation with Finance/Accounts	S.E. in consultation with AO/DA ♦	E.E. in consultation with A/c staff of SE(C) Off ♦♦
3.		Calling and acceptance of Tender/enquiries & placement of order for supply of items administratively approved.							
3.1		Open Tender							
(a)	42, 43, 47	Supply cum erection contract only	Upto Rs. 10 Crores	Upto Rs. 6 Crores	Upto Rs. 4 Crores	Upto Rs. 2 Crores	Upto Rs. 75 lakhs	Upto Rs. 30 lakhs	Upto Rs. 10 lakhs
(b)	47	Supply of items.	Upto Rs. 10 Crores	Upto Rs. 5 Crores	Upto Rs. 3 Crores	Upto Rs. 1.5 Crores	Upto Rs. 25 lakhs	Upto Rs. 10 lakhs	Upto Rs. 5 lakhs
3.2	44, 49	Limited quotations.	Upto Rs. 1 Crore	Upto Rs. 50 lakhs	Upto Rs. 30 lakhs	Upto Rs. 20 lakhs	Upto Rs. 10 lakhs	Upto Rs. 2 lakhs	Upto Rs. 50000/-
3.3		Single enquiry.							
(a)	45, 47, 49	For equipments of proprietary nature	Upto Rs. 10 Crores	Upto Rs. 5 Crores	Upto Rs. 2 Crores	Upto Rs. 1Crores	Upto Rs. 20 lakhs	-	-
(b)	45, 47, 49	For spares and equipments of original supplier/manufacturers.	-	-	Full powers limited to Rs. 10 Crores	Upto Rs. 1 Crores	Upto Rs. 20 lakhs	-	-
(c)	45, 47, 49	For spares and equipments from Public Sector Undertakings/Central/State Government Departments. (Supply 8 (a) & (c))	-	-	Full powers limited to Rs. 10 Crores	Upto Rs. 2 Crores	Upto Rs. 40 Lakhs	-	-
(d)	46, 49	On the grounds of urgency.	Upto Rs. 25 lakhs	Upto Rs. 15 lakhs	Upto Rs. 5 lakhs	Up to Rs. 1 lakh	Upto Rs. 50000/-	Upto Rs. 2500 0/-	Upto Rs. 10000/-
3.4	48, 49	Placement of confirmatory order in emergent situations.	-	-	Upto Rs. 2.5 lakhs	Upto Rs. 50000/-	Upto Rs. 25000/-	Upto Rs. 1000 0/-	Upto Rs. 5000/-

Special Note:

1. In case of H.O. the powers are in consultation with Finance & in case of field offices the powers are in consultation with local Account/Audit.
2. ♦ These powers are delegated to SE (C) as circle incharge & S.E. as Project Manager.
3. ♦♦ Powers are also delegated to EE (C) & in consultations with A/c. staff attached to SE.(C) office
4. In case of H.O.
- 4.1 CGM shall have full powers for calling of tenders/enquiries & placement of order within the powers delegated to himself for acceptance of tender/enquiries including tenders/enquiries to be accepted by E.D. and above subject to
 - b) Project have been included in annual plan of Mahagenco and necessary budget provision has been made.
 - c) Board has approved the project including packages.
- 4.2 After administrative approval of proposal, GM shall have powers to invite tender/enquiries and place order only for the contracts having value up to the financial limits given in DOP under appropriate clause.
5. In case of field offices (i.e. civil constn. & Gen. Const.)
- 5.1) Approval with cost estimate for placement of work contract through tender/enquiries etc. will be granted by CGM only even for the orders to be placed by GM/SE/EE within their financial limits.
- 5.2) After approval as above, GM/SE/EE will have full powers to invite & open the tenders/enquiries & place work order, however shall be limited, upto financial limits given in DOP.

Remarks :

42. Supply cum erection contract means the contract in which the component of supply in a total contract is more than 60%.
43. Under clause 3.1 (a), powers are to be exercised for placement of order for package (including supply & erection) approved by the Company Board.
44. Under clause 3.2, powers for Limited Quotations can be exercised subject to :
 - a) Procurement of item through limited enquiries be resorted to only in urgency and when tenderization may result in delay in procurement and efforts/man power needed may not be commensurate with the value of the item to be procured.
 - b) For this purpose, a list of approved vendors be maintained by concerned CGM. The list be reviewed on yearly basis and necessary changes incorporated in the approved list based on their performance during the period under reference. The list may also be updated in case of location of new vendors or source.
 - c) In case of order placed through limited enquiries, extension to delivery period should be avoided. However, if it is necessary, it should be generally with levy of penalty. Similarly repeat order or extension of order in quantities should not be given for order placed through limited quotations.
 - d) Limited enquiries for item which are of repeatative nature, requiring floating of enquiries frequently and that too in a small time frame is prohibited.
 - e) Reasons for procurement through limited enquiries, instead of tenderization, be recorded and got approved.
 - f) Limited enquiries should not be resorted to, with a view to break up item to get accommodated in quotation.
 - g) Reasonability of rates may be ascertained and certified.
- 45. Under clause 3.3 (a), (b) & (c) powers for procurement through Single Enquiry can be exercised subject to :**
 - a) Where the procurement is being done by contacting (only) single party on the basis of OEM/OES nature, then certificate based on guide lines given hereunder from the officer not below the rank of GM or independent office incharge will be necessary.

OEM/OES shall include:

- I. Original Equipment Manufacturer.
 - II. Entities which have been taken over/amalgamated with the OEM.
 - III. Original Equipment Supplier, in case where access to OEM is not possible.
 - IV. The Original Foreign Collaborator for the Equipment.
 - V. Ancillary Units of the Original Equipment Suppliers subject to documentary evidence of manufacture by such Ancillary unit of the Original equipment.
- a. **In case of issuance of single enquiry within the powers of CGM/GM/SE/EE, next higher authority will be apprised before issuance of enquiry.**
 - b. **Reasonability of rates may be ascertained and certified.**
In case of procurement by E.D., MD shall be apprised before issuance of enquiry.

46. Under clause 3.3 (d), authority competent to accept the enquiries should record in writing the reasons for not following the procedure of invitation of tender/enquiries.
47. **For Contract having value more than Rs. 10 Crores, Company Board shall be the Competent Authority.**
48. Under clause 3.4, powers for placement of confirmatory order for procurement of item/spares in emergent situations are provided. However, these powers are to be resorted to in exceptional circumstances and reasons to be recorded. **Next higher authority to be apprised.**
49. Reasonability of rates may be ascertained and certified.

4) **PRE-TENDER ACTIVITIES :**

Sr. No.	Re-mark No.	Nature of Powers	E.D. in consultation with CGM (F&A)	C.G.M. in consultation with Finance /Accounts	G.M. in consultation with Finance /Accounts	S.E. in consult. with AO/DA ♦	E.E. in consult. with Accounts staff of SE(C) Off ♦♦
4.1	50, 51	To approve/fix pre-qualifying conditions of Tender	Full Powers	Full powers for Tenders to be accepted by lower officer	--	-	-
4.2	-	To fix tender cost	--	Full Powers for all tenders	Full Powers **	Full powers **	Full powers *
4.3	-	Invitation of Tender for Works/Supply	--	Full Powers for all tenders	Full Powers **	Full powers **	Full powers *
4.4	52	To decide EMD/SD	--	Full Powers for all tenders	Full Powers **	Full powers **	Full powers *
4.5	-	Technical Sanction of detailed estimate within the administratively approved schemes/works.	--	Full Powers for all tenders	Up to Rs. 150 Lakhs **	Upto 100 Lakhs **	Upto 50 Lakhs *

* Full Powers for tenders accepted by himself.

** Full Powers for tenders to be accepted by himself or lower officer.

♦ These powers are delegated to SE (C) as circle incharge & S.E. as Project Manager.

♦♦ Powers are also delegated to EE (C) & in consultations with A/c. staff attached to SE.(C) office

Remarks :

50. Under clause 4.1 for Gen.Constrn. and Civil-II office, for tenders to be accepted for placement, CGM shall have powers to approve pre-qualifying conditions.

51. Under clause 4.1, the role of Finance/Audit while deciding pre-qualifying conditions shall be limited to financial matters only.

52. Under clause 4.4,

- a. The Earnest Money Deposit as per Company's Policy may be accepted in cash or DD in favour of Mahagenco. In case the EMD exceeds Rs. 5 Lakhs, then it can be accepted in the form of Bank Guarantee from a Nationalised Bank or any Schedule

Bank in favour of Mahagenco, duly certified by the Bank on whom it is drawn irrevocable and operative till validity of the offer.

- b. The Earnest money will be liable to be forfeited on revocation before validity expires or on refusal to enter into a contract after the award is made to the contractor/supplier.
- c. Earnest Money of unsuccessful tenderer will be refunded expeditiously after the award of contract.
- d. The Security Deposit will be accepted in any of the following forms.
 - 1. The Security Deposit as per Company's policy may be accepted in cash or DD in favour of Mahagenco. Or
 - 2. Bank Guarantee from a Nationalised bank or any schedule bank in favour of Mahagenco duly certified by the bank on whom it is drawn irrevocable and operative till validity of contract.

5) **PRE AWARD ACTIVITIES:**

Sr. No.	Re-mark No.	Nature of Powers	E.D. in consultation with CGM (F&A)	C.G.M. in consultation with Finance/Accounts	G.M. in consultation with Finance/Accounts	S.E. in consult.w with AO/DA ♦	E.E. in consult.w with Accounts staff of SE(C) Off ♦♦
5.1		Opening of Tender.	--	Full Powers for all tenders	Full Powers for tenders to be accepted by himself/ lower authority.	Full Powers for tenders to be accepted by himself/ lower authority.	Full Powers for tenders to be accepted by himself.
5.2		Negotiations :					
5.2.1	53	Powers to negotiate quoted prices before placement of order.	--	--	--		
5.2.2	-	Powers to negotiate quoted prices for proprietary items and spares from Public Sector Undertaking or imported proprietary spares and services in favour of Mahagenco.	Full Powers	--	--		
5.2.3	-	To negotiate terms and conditions (except quoted price and payment condition) in favour of Mahagenco.	--	Full Powers for all tenders	Full Powers for tenders to be accepted by himself/ lower authority	Full Powers for tenders to be accepted by himself/ lower authority..	Full Powers for tenders to be accepted by himself.
5.3	-	Acceptance of following mode of payment :					-
5.3.1	-	Through Letter of Credit (L/C)	Full Powers	--	--	-	-
5.3.2	-	Through Nationalised/ Schedule Bank in case of Rail or Road dispatches against RR/LR	Full Powers	--	--	-	-

♦ These powers are delegated to SE (C) as circle incharge & S.E. as Project Manager.

♦♦ Powers are also delegated to EE (C) & in consultations with A/c. staff attached to SE.(C) office

Remarks :

53. Under clause 5.2.1, M.D. in consultation with Director (Op.) & Director (F) has full powers for negotiations.

6) AWARDING OF CONTRACT IN URGENCY:

Sr. No.	Nature of Powers	Authority
6	Award of contract against the tender where validity of the offer is due to expire and also in case of urgent requirement of the part supply against tender in anticipation of acceptance of proposal for the whole subject to post facto approval of the Board.	M.D. in consultation with Director (Op.) and Director (F) can place orders upto the powers delegated to them i.e. upto Rs. Ten crores. However, approval of the Board may be obtained for full tender amount.

7) **POST AWARD ACTIVITIES:**

Sr. No.	Re-mark No.	Nature of Powers	Director (OP) in consultation with Dir. (F)	E.D. in consultation with CGM (F&A)	C.G.M. in consultation with Finance/Accounts	G.M. in consultation with Finance/Accounts	S.E. in consult. with AO/DA ♦	E.E. in consult. with Accounts staff of SE(C) Off ♦♦
7.1	-	Execution of all instruments relating to Works/Supply of material, Stores, equipments i.e. insurance guarantee bond etc.		--	Full Powers for all tenders.	Full Powers for the tenders accepted by himself or lower officer.	Full Powers for tenders to be accepted by himself/ lower authority	Full Powers for tenders to be accepted by himself
7.2	-	Acceptance, encashment and release of all types of Bank Guarantee (B.G.)		--	Full Powers for all tenders	Full Powers for the tenders accepted by himself or lower officer	Full Powers for tenders to be accepted by himself/ lower authority	Full Powers for tenders to be accepted by himself
7.3	-	Approve the change in name of the firm and transfer the order from old firm to new firm due to valid reasons provided such transfer does not entail extra expenditure after taking legal view.		--	Full Powers for all tenders	Full Powers for the tenders accepted by himself or lower officer	Full Powers for tenders to be accepted by himself & lower authority	-
7.4	-	Cancellation of contract in part or full after taking legal view : For Works :						
7.4.1		a) Without financial implications.	--	--	Full Powers	Full Powers for the tenders accepted by himself	Full Powers for tenders to be accepted by himself & lower authority	Full Powers for tenders to be accepted by himself

	55	b)With financial implications.	Full Powers	Extra cost up to 5% of work order/A.T. or Rs. 50000/- whichever is higher.	Extra cost up to 2% of work order/A.T. or Rs. 20000/- whichever is higher	Extra cost up to 2% of work order/A.T. or Rs. 15000/- whichever is higher	Extra cost up to 2% of work order/ A.T. or Rs. 5000/- whichever is higher.	-
7.4.2	54	For Supply : a) Conditional orders		--	Full Powers for all tenders	Full Powers for tenders accepted by himself.	Full Powers for tenders accepted by himself.	Full Powers for tenders accepted by himself
	55	b) Non-conditional orders	Full Powers	Extra expenditure Up to 25% of unexecuted portion of the cancelled order.	Extra expenditure Up to 10% of unexecuted portion of the cancelled order	Extra expenditure Up to 10% of unexecuted portion of the cancelled order	Extra expenditure Up to 10% of unexecuted portion of the cancelled order placed by himself or lower authority	-
7.5		Refund/forfeiture of EMD/SD		--	Full Powers	Full Powers for the tenders accepted by himself.	Full Powers for the tenders accepted by himself	Full Powers for the tenders accepted by himself.

7.6	56	Waiving of inspection by the representative of Mahagenco		--	Full Powers	Full Powers for the tenders accepted by himself.	-	-
7.7	57	Acceptance of material before due date on grounds of urgency.		--	Full Powers	Full Powers for the tenders accepted by himself.	-	-
7.8	58	Utilisation of the provisions for the contingencies in the sanctioned estimate of works.		Full Powers	Up to Rs. 20 Lakhs	Up to Rs. 5 Lakhs	-	-
7.9	59, 60	Closer of contracts		--	Full Powers for the orders placed by himself including orders in the competency of E.D. and above.	Full Powers for the orders placed by himself.	Full Powers for the tenders accepted by himself.	Full Powers for the tenders accepted by himself.

- ◆ These powers are delegated to SE (C) as circle incharge & S.E. as Project Manager.
- ◆◆ Powers are also delegated to EE (C) & in consultations with A/c. staff attached to SE.(C) office

Remarks :

54. Under clause 7.4.2, conditional orders means orders involving DGS&D order, or orders on cement or any other similar item for which prices are fixed by statutory body or committee appointed by the Government..
55. Under clause 7.4.1 (b) & 7.4.2 (b), powers are delegated to CGM/GM/SE/EE towards orders placed by themselves only.
56. Under clause 7.6, consultation with finance/audit is not required.
57. Under clause 7.7, it is to be ensured that the material is required for immediate use by the indenter.
58. Under clause 7.8, the estimate shall be prepared in each case and should be got approved by the authority competent to do so, however, within delegated powers.
59. Under clause 7.9, it should be as per the policy of Mahagenco.
60. Under clause 7.9, in case of Civil contracts GM shall have powers for closer of contract for orders placed by E.D. & above including orders placed by himself.

8) VARIATIONS DURING POST AWARD/EXECUTION OF CONTRACT :

Sr No.	Re-mark No.	Nature of Powers	M.D. in consultation with Dir. (Op.) & Dir. (F)	Director (Op.) in consultation with Director (F)	E.D. in consultation with CGM (F&A)	C.G.M. in consultation with Finance/ Acctts.	G.M. in consultation with Finance/ Acctts.	S.E. in consult .with AO/ DA ♦	E.E. in consult .with A/c staff of SE(C) Off ♦♦
8.1	61	Variations in contracted terms and conditions other than technical specifications, if there are no adverse financial implications.		--	--	Full Powers **	Full Powers **	Full Powers **	Full Powers **
8.2		Variations in contracted technical specifications that do not affect the performance and guarantee & does not have financial implications.	--	--	--	Full Powers for no change in price or if there is reduction in price. **	Full Powers for no change in price or if there is reduction in price for orders placed by himself **.	Full Powers for no change in price or if there is reduction in price for orders placed by himself **	Full Powers for no change in price or if there is reduction in price for orders placed by himself **
8.3	62, 63	Variations in contracted technical specifications that may affect the performance guarantee but still acceptable for use with modifications which is adequately compensated by reduction in prices. i) For Works Contract:	--	Reduction of 5% & below of the work order	Reduction between 5% & 10% of the work	Reduction of 10% and above of the	Reduction of 10% and above of the	Reduction of 10% and above of the	Reduction of 10% and above of the

				value.	order value.	work order value.	work order value for the orders placed by himself	work order value for the orders placed by himself	work order value for the orders placed by himself
		ii) For Supply Orders:		Reduction in price below 5% of the ordered rate of the item/ items.	Reduction in price between 10% & 5% of the ordered rate of the item/ items	Reduction in price above 10% of the ordered rate of the item/ items	Reduction in price above 10% of the ordered rate of the item/ items	Reduction in price above 10% of the ordered rate of the item/ items	Reduction in price above 10% of the ordered rate of the item/ items

- ◆ These powers are delegated to SE (C) as circle incharge & S.E. as Project Manager.
- ◆◆ Powers are also delegated to EE (C) & in consultations with A/c. staff attached to SE.(C) office

** Full powers for tenders accepted by himself or lower officer.

Special Note :

1. In case of tenders accepted by E.D. & above, the orders are placed by CGM (P&P) or CGM (Civil-I) for execution of contracts by CGM (Gen. Constn.) & CGM (Civil II) respectively.
2. Therefore the powers are delegated to CGM (Gen.Constn.) office and CGM (Civil II) offices towards all clauses for variations during execution of such contracts.

Remarks :

61. Under clause 8.1,
 - i. Concurrence of Finance is not required.
 - ii. Reasons in such cases to be recorded.
 - iii. Variation should not affect performance and guarantee.
62. Under clause 8.3, powers are delegated to CGM/GM/SE/EE towards orders placed by themselves. However, E.D. and above has powers for all tenders.
63. Under clause 8.3, in case of contract where the value of individual items are not available and only price break up is available for payment purposes, for that particular item, reasonable value of such item should be ascertained before submitting the proposal to Competent Authority. The limit indicated will be applicable for ascertained value.

Sr. No.	Re-mark No.	Nature of Powers	M.D. in consultation with Dir. (Op.) & Dir. (F)	Director (Op.) in consultation with Director (F)	E.D. in consultation with CGM (F&A)	C.G.M. in consultation with Finance/ Accts.	G.M. in consultation with Finance/ Accts.	S.E. in consultation with AO/DA ◆	E.E. in consultation with A/c staff of SE(C) Office ◆◆
8.4	64	<p>Variations in value of the work order/A.T.</p> <p>a) Due to quantity variations.</p> <p>FOR WORKS CONTRACTS:</p> <p>i) In case of tenders accepted by E.D. and above.</p> <p>ii) In cases other than above.</p> <p>FOR SUPPLY ORDERS :</p> <p>b) On any account.</p> <p>i) In case of tenders accepted by E.D. and above.</p>	<p>Upto 50% of the value of order</p> <p>--</p> <p>Beyond 15% of the value or</p>	<p>Up to 20% of the value of order</p> <p>Full Powers</p> <p>Up to 15% of the value of order subject to</p>	<p>Up to 10% of the value of Work order/ AT or Rs. 100 Lakhs which ever is less.</p> <p>Up to 10% of the value of Work order/ AT placed by himself</p> <p>Up to 10% of the value of</p>	<p>Up to 5% of the value of Work order/ AT or Rs. 50 Lakhs which ever is less.</p> <p>Up to 5% of the value of Work order/ AT placed by himself</p> <p>--</p>	<p>Up to 5% of the value of Work order/ AT or Rs. 25 Lakhs which ever is less.</p> <p>Up to 5% of the value of Work order/ AT placed by himself</p> <p>--</p>	<p>Up to 5% of the value of Work order/ AT or Rs. 5 Lakhs which ever is less.</p> <p>Up to 5% of the value of Work order/ AT placed by himself</p> <p>--</p>	<p>Up to 5% of the value of Work order/ AT or Rs. 2 Lakhs which ever is less.</p> <p>Up to 5% of the value of Work order/ AT placed by himself</p> <p>--</p>

			order subject to a limit of Rs. 60 Lakhs	limit of Rs. 45 Lakhs	order subject to limit of Rs. 30 Lakhs				
		ii) In cases other than above.	-do-	Up to 15% of the value of the order	Up to 10% of the value of the order.	Up to 5% of the value of the order placed by himself	Up to 5% of the value of the order placed by himself	Up to 5% of the value of the order placed by himself	Up to 5% of the value of the order placed by himself

◆ These powers are delegated to SE (C) as circle incharge & S.E. as Project Manager.

◆◆ Powers are also delegated to EE (C) & in consultations with A/c. staff attached to SE.(C) office

Remarks :

64. Under clause 8.4 (b),
- j) Beyond 15% Company Board has full powers.
 - ii) For imported items in case of change in the value of contract due to exchange rate, CGM has full powers.
 - iii) These powers are to be exercised without considering the effect to statutory variations.
 - iv) In case if there is no over all excesses/shortages in delivery as per the order, CGM and ED will have full powers to approve any excesses/shortages beyond 5% per consignee in each item.
 - v) Percentage referred are in relation to the total value of the contract.
 - vi) The over all financial limits of variations mentioned shall not be exceeded even if variations are permitted on more than one occasion.

Sr. No.	Re-mark No.	Nature of Powers	M.D. in consultation with Dir. (Op.) & Dir. (F)	Director (Operation) in consultation with Director (F)	E.D. in consultation with CGM (F&A)	C.G.M. in consultation with Finance/Accounts	G.M. in consultation with Finance/Accounts	S.E. in consultation with AO/DA ♦	E.E. in consultation with Accounts staff of SE(C) Office ♦♦
8.5	65	Variation/modification of payment terms and modification in mode of transportation without financial implications.		--	--	Full Powers	Full Powers for orders placed by himself or lower officer.	Full Powers for orders placed by himself or lower officer	Full Powers for orders placed by himself or lower officer
8.6	66	Amendment to the Technical specifications of the contract or make of equipment which do not reduce the performance and guarantee. c) In case of tender accepted by E.D. & above. d) In case of tenders accepted by CGM/GM/SE/EE	-- Increase up to Rs. 100 Lakhs	-- Increase up to Rs. 50 Lakhs	-- Increase up to Rs. 25 Lakhs	Full Powers for no change or if there is reduction in value of contract. Increase up to 5% of the value of the order or Rs. 5 Lakhs whichever is less.	-- Increase up to 5% of the value of the order or Rs. 2 Lakhs whichever is less.	-- Increase up to 5% of the value of the order or Rs. 1.5 Lakhs whichever is less.	-- Increase up to 5% of the value of the order or Rs. 1 Lakhs whichever is less.

♦ These powers are delegated to SE (C) as circle incharge & S.E. as Project Manager.

◆◆Powers are also delegated to EE (C) & in consultations with A/c. staff attached to SE.(C) office

Remarks :

65. Under clause 8.5 for financial implications, refer clause No. 7.7, Section I, Chapter 2 & Section III, Chapter 1, clause No. 27.

66. Under clause 8.6 (b), for increase beyond Rs. 100 Lakhs, Company Board has full powers.

Sr. No.	Re-mark No.	Nature of Powers	M.D. in consultation with Dir. (O) & Dir. (F)	Dir. (Op.) in consultation with Dir. (F)	E.D. in consultation with CGM (F&A)	CGM in consultation with Finance/ Accts.	GM in consultation with Finance/ Accts.	S.E. in consultation with AO/ DA ♦	E.E. in consultation with Accts. staff of SE (C) Off ♦♦
8.7	67	Variations in technical specifications and commercial terms & conditions involving financial implications.	Increase in value upto 10% of order value subject to limit of Rs.3 Crores	Increase up to Rs. 100 Lakhs	Increase upto Rs. 50 Lakhs.	Increase upto 5% of the value of the order or Rs. 10 Lakhs whichever is less.	Increase upto 5% of the value of the order or Rs. 5 Lakhs whichever is less.	Increase upto 5% of the value of the order or Rs. 2.5 Lakhs which ever is less.	Increase upto 5% of the value of the order or Rs. 1 Lakh which ever is less
8.8		Technical modifications to the approved scheme without materially changing the scope of work in approved scheme and not exceeding the administratively approved amount.	Full Powers	Up to Rs. 100 Lakhs	Upto Rs. 50 Lakhs	Upto Rs. 20 Lakhs	Upto Rs. 5 Lakhs	Upto Rs. 1 Lakh	Upto Rs. 50000/-
8.9	68	Variations in contracted terms other than terms of payment. a) In case of tenders accepted by E.D. and above. b) In other cases, authority competent to accept purchase proposal.	-- --	-- --	-- --	Full Powers Full Powers	-- Full Powers for tenders accepted by himself or lower officer.	- Full Powers for tenders accepted by himself or lower officer .	- Full Powers for tenders accepted by himself or lower officer .

8.10	67, 69	Settlement of contractor's claims other than the extra items arising out of works under execution & contingent to the contract	Upto Rs. 3 Crores	Up to Rs. 10 Lakhs	Up to Rs. 5 Lakhs	Up to Rs. 2 Lakhs	Up to Rs. 50000/-	-	-
8.11	67, 70	To sanction execution and approved rates to be paid for extra items not provided for in the order/AT.	Upto Rs. 3 Crores	Up to Rs. 150 Lakhs	Up to Rs. 100 Lakhs	Up to Rs. 75 Lakhs	Up to Rs. 20 Lakhs	Upto Rs. 1 lakh	Upto Rs. 50000/-
8.12		Sanction for acquisition/lease of land for administratively approved schemes by private negotiations	Upto Rs. 1 Crore	-	-	-	-	-	-

- ◆ These powers are delegated to SE (C) as circle incharge & S.E. as Project Manager.
- ◆◆ Powers are also delegated to EE (C) & in consultations with A/c. staff attached to SE.(C) office

Remarks :

67. Under 8.7, 8.10 & 8.11 beyond the powers of M.D. Company Board has full powers.
68. Under clause 8.9,
- a. Reasons on such cases are to be recorded.
 - b. When there is no financial implications, consultation of finance is not necessary.
69. Clause 8.10 will also be applicable for
- i. revision of rates of contract subject to
 1. Rate revision should be for the original order item and not for additional works entrusted to the contractor and also not for non scheduled items.
 2. Before submission of claim, the tenability of claims may be examined by a committee comprising representatives from order placing authority, Finance & CGM/GM from the field. If the claims is recommended by the Committee, then only further processing should be done.
 3. Any price variation paid prior to revision of rates should be recovered/adjusted.
 - ii. arbitration claims and
 - iii. claims other than (1) & (2).
70. Under clause 8.11,
- a. The limits specified above are the value of all the non schedule items that the competent authority can sanction against a particular work.
 - b. The Non-schedule item rate to be sanctioned shall be as per the current schedule of rates of Govt. Department such as public work/irrigation/public health based on rates for similar items of work in the order modified to the extent due to change in specifications.
 - c. In case of the procedure as above, can not be adopted for finalizing the Non-schedule items detailed rate analysis shall be made and got approved by the next higher authority before sanctioning the non-schedule items.

- d. In all cases the total cost of non schedule items sanctioned against a particular work order by various authorities upto the level of CGM shall not exceed 5% of work order value.
- e. In case an non-schedule item has been substituted against an ordered item by deleting the ordered item, the difference in value of these particular non-schedule items and value of the deleted ordered item shall only be considered for the purpose of the clause. In case of negative implecation, the concurrence of next higher authority should be obtained before sanction of non schedule item.

9) **AWARD OF CONSULTANCY SERVICES.**

Sr. No.	Re-mark No.	Nature of Powers	M.D. in consultation with Dir. (Op.) & Dir. (F)	Director (Op.) in consultation with Director (F)	E.D. in consultation with CGM (F&A)	C.G.M. in consultation with Finance/Accounts	G.M. in consultation with Finance/Accounts	S.E. in consult. with AO/DA ♦	E.E. in consult. with Accounts staff of SE(C) Off ♦♦
9.1		Utilization of services of expert consultant institutes other than Government Undertakings on							
9.1.1	-	Single quotation basis	Up to Rs. 50 Lakhs	Up to Rs. 30 Lakhs	Up to Rs. 20 Lakhs	Up to Rs. 5 Lakhs	Upto Rs. 1 Lakh	Upto Rs. 1 Lakh	-
9.1.2	71	Limited enquiry	Up to Rs. 75 Lakhs	Up to Rs. 50 Lakhs	Up to Rs. 30 Lakhs	Up to Rs. 10 Lakhs	UptoRs. 3 Lakhs	Upto Rs. 1 Lakh	-
9.1.3	-	Open Tender	Up to Rs. 2 Crores	Up to Rs. 5 Crores	Up to Rs. 3 Crores	Upto Rs. 25 Lakhs	Upto Rs. 10 Lakhs	Upto Rs. 3 Lakhs	-
9.2	-	Utilization of services of experts, consultants, institutes for matters concerning to Software development							
9.2.1	-	Single quotation basis	--	Up to Rs. 10 Lakhs	Up to Rs. 5 Lakhs	Up to Rs. 1 Lakh	Up to Rs. 50000/-	Up to Rs. 50000/-	-
9.2.2	-	Limited enquiry	--	Up to Rs. 25 Lakhs	Upto Rs. 10 Lakhs	Upto Rs. 2.5 Lakhs	Upto Rs. 1 Lakh	Upto Rs. 1 Lakh	-
9.2.3	-	Open Tender	--	Up to Rs. 50 Lakhs	Upto Rs. 25 Lakhs	Upto Rs. 4 Lakhs	Upto Rs. 2 Lakh	Up to Rs. 1.5 Lakh	-
9.3	72	Utilisation of services of Govt. Institutes/Undertakings on single quotation basis.	--	--	Full Powers limited to Rs. 10 Crores	Upto Rs. 10 Lakhs	Upto Rs. 5 Lakhs	-	-

9.4	72	Utilisation of services of BHEL, Siemens etc or OEM during overhaul or in emergent circumstances on single quotation basis.	--	--	Full Powers limited to Rs. 10 Crores	Upto Rs. 25 Lakhs	Upto Rs. 10 Lakhs	-	-
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- ◆ These powers are delegated to SE (C) as circle incharge & S.E. as Project Manager.
- ◆◆ Powers are also delegated to EE (C) & in consultations with A/c. staff attached to SE.(C) office

Remarks :

71. Clause 9.1.2 is provided to cater to the development of some local software required by the Power Station. However, under this clause, software dealing with entire Mahagenco is not covered for which separate powers are given to I.T. Section.
72. Under clause 9.3 & 9.4, before issuance of enquiry by E.D., M.D. should be apprised.

10) PLACING OF ORDER ON DGS&D RATE CONTRACT.

Sr. No.	Re-mark No.	Nature of Powers	M.D. in consultation with Dir. (Op.) & Dir. (F)	E.D. in consultation with CGM (F&A)	C.G.M. in consultation with Finance/Accounts	G.M. in consultation with Finance/Accounts	S.E. in consult.w with AO/DA ♦	E.E. in consult.w with Accounts staff of SE(C) Off ♦♦
10.1	-	Placing of order on DGS&D Rate Contract following the Rate Contract procedure.	--	Full Powers *	Up to Rs. 3 Lakhs	Up to Rs. 1 Lakh	-	-
10.2	-	Placing of order outside DGS&D Rate Contract in respect of material available against Rate Contract items at the same or lower rate than those prevailing under rate contract on conditions which are no less favourable than those of DGS&D Rate Contract.	--	Upto Rs. 5 Lakhs	Up to Rs. 1.5 Lakhs	Up to Rs. 50000/-	-	-
10.3	73	Placing of Rate Contract by following prescribed procedure.	--	Full Powers *	--	--	-	-
10.4	74	Placing of work order of repeated nature for work on Rate List basis to different contractors.	--	Full Powers *	Full Powers *	--	Full Powers*	Full Powers*

*** Full Powers means powers limited towards placement of order in DoP under appropriate clauses.**

♦ These powers are delegated to SE (C) as circle incharge & S.E. as Project Manager.

♦♦ Powers are also delegated to EE (C) & in consultations with A/c. staff attached to SE.(C) office

Remarks :

73. Under Clause 10.3 :

- a. Whenever it is advantageous to have supply of material at a steady pace over a period of time then such contracts can be placed by following a prescribed procedure of tenderization/limited enquiry and deferred delivery schedule resorted to.
- b. Material such as bearings, medicines, consumable materials can be procured through rate contract. However, it is to be ensured that no price variation be granted during the tenure of rate contract period.

- c. While placing the rate contract order, condition be incorporated that minimum 60% quantity will be lifted by Mahagenco against the order placed on Rate Contract basis. Similarly, the bidder will have to give an undertaking that 120% of the quantity included in the Rate Contract shall be supplied by the bidder on the same rate, terms and conditions.
74. Clause 10.4 may be operated for repeated nature of works. For this purpose, prescribed procedure of tenderization be followed and rate fixed for a certain period, say one year or two years. Selected items through this procedure can be got done through a contractor who is ready to do the work as per the rate fixed as above or alternatively rates of CSD, DSR, Public Health or B&C may be considered wherever available.

11) TIME LIMIT EXTENSION AND REDUCTION/WAIVAL OF L.D.

Sr. No.	Remark No.	Nature of Powers	M.D. in consultation with Dir. (Op.) & Dir. (F)	Director (Op.) in consultation with Director (F)	E.D. in consultation with CGM (F&A)	C.G.M. in consultation with Finance/Accounts	G.M. in consultation with Finance/Accounts	S.E. in consultation with AO/DA ♦	E.E. in consultation with Accts staff of SE(C) Off ♦♦
11.1	75	Permitting the contractor to execute works/supply items beyond contractual time limit without prejudice to the right of recovery of penalty/liquidated damages.	--	--	--	Full Powers for all tenders	Full Powers for tenders accepted by himself or lower officer.	Full Powers for tenders accepted by himself or lower officer.	Full Powers for tenders accepted by himself
11.2	76	Grant of extension of time limit with/without levy of penalty/liquidated damages including condonation for delay in applying for extension of time limit by the contractor	--	--	Full Powers for all tenders	Next Higher Authority for all tenders accepted by himself or lower officer	Next Higher Authority for all tenders accepted by himself or lower officer.	Next Higher Authority for all tenders accepted by himself or lower officer	Next Higher Authority for all tenders accepted by himself
11.3	-	Review of decision of Competent Authority under clause 11.2 above	--	Full Powers	--	--	--	-	-

♦ These powers are delegated to SE (C) as circle incharge & S.E. as Project Manager.

♦♦ Powers are also delegated to EE (C) & in consultations with A/c. staff attached to SE.(C) office

Remarks :

75. Under clause 11.1, if the price variation is applicable, then the payment thereof during extended period will not be considered and it will be limited to the payment on the basis of scheduled date of completion/supply of material. Consultation with finance/audit is not necessary.

76. Under clause 11.2,

- a. Where the delay is attributed to the contractor/supplier apart from levy of penalty, the price variation is payable under the contract, then the payment of same should be limited to that on the basis of scheduled date of completion of work/supply. In such cases the payment to the contractor due to increase in statutory taxes/duties shall

also be limited to that applicable on the contractual date of completion of work/supply.

- b. Where the delay is not solely attributed to the contractor and price variation is applicable to the contract and extension of time limit is granted without levy of penalty, the competent authority may decide to pay the price variation based on actual date of execution/supply. The competent authority has right to admit the claim of statutory variations under above circumstances.
- c. Where the delay is not attributable to the contractor, the price variation shall become payable at actual including statutory charges and foreign exchange variation.

12) EXTENSION OF ORDER :

Sr. No.	Re-mark No.	Nature of Powers	E.D. in consultation with CGM (F&A)	C.G.M. in consultation with Finance/Accounts	G.M. in consultation with Finance/Accounts	S.E. in consult with AO/DA ♦	E.E. in consult with Accounts staff of SE(C) Off ♦♦
12.	77	Placing of extension order for similar works/ items upto 50% of original order amount in case of urgency	Full Powers for tenders accepted by E.D. and above.	Full Powers for tenders accepted by himself or lower officer.	Full Powers For tenders accepted by himself or lower officer.	Full Powers for tenders to be accepted by himself or lower officer	Full Powers for tenders to be accepted by himself

♦ These powers are delegated to SE (C) as circle incharge & S.E. as Project Manager.

♦♦ Powers are also delegated to EE (C) & in consultations with A/c. staff attached to SE.(C) office

Remarks :

77. Under clause 12, extension of order is normally to be avoided. However, extension orders may be placed against previous order placed on open tender basis without further going through the normal procedures subject to the followings:

- a. The value of extension order should not be more than 50%.
- b. Reasonable assessment by the contract operating authority that there has been no downward trend in prices.
- c. The original order was not placed on delivery preference basis.
- d. Extension order shall not be placed against original order placed on the basis of limited or single quotation basis or delivery preference basis.

13) REPAIRS AND MAINTENANCE OF VEHICLES & HIRING OF VEHICLES :

Sr. No.	Re-mark No.	Nature of Powers	E.D.	CGM	G.M.	S.E.	E.E.
13.1	78	Staff vehicle by distinguished visitors or when requested by Govt. Department for use of any distinguished visitor or any special officer.	Full Powers	Full Powers	Full Powers	Full Powers	-
13.2	79	To reimburse taxi fare for movement of staff for other works of the department.	Full Powers	Rs. 3000/- on each occasion	Rs. 2000/- on each occasion	Rs. 500/- on each occasion	-
13.3	-	Payment of statutory duties such as motor vehicle tax.	Full Powers	Full Powers	Full Powers	Full Powers	-
13.4	80	To hire taxi or any other vehicle for movement of VIPs or officers for supervision/official work.	Full Powers	Full Powers	Full Powers	Full Powers	-

These powers shall be exercised by Departmental heads in HO & independent incharges in the field.

Remarks :

78. Under clause 13.1 whenever Govt. Department/officer use the vehicle, entry in log book should be taken.
- In case of use by Govt. Department, charges shall be levied as per rules.
 - In case, no charges are to be levied, approval of next higher authority to be taken.
79. Under clause 13.2, powers are also delegated to following officers in H.O.
- GM & equivalent Rs. 500/- on each occasion.
 - SE & equivalent Rs. 400/- on each occasion.
 - Jt. CAO/EO/EE & equivalent Rs. 300/- on each occasion.
80. The powers under clause 13.4 can be exercised subject to condition
- That the officer hiring taxi/vehicle shall record the specific reason for hiring.
 - To ensure that the expenditure is in the interest of work.
 - To satisfy that the rates are reasonable.

Sr. No.	Re-mark No.	Nature of Powers	E.D	C.G.M.	G.M.	S.E.	E.E
13.5	81, 82, 83, 84	Repairs and maintenance of departmental motor vehicle Routine maintenance, upkeep and repair of vehicle.	Full Powers beyond limit given in Table Below	Upto the limit specified in Table below	Upto the limit specified in Table below	Upto the limit specified in Table below	-

Table

Sr. No.	Km. Slab/limit		Light Vehicle	Medium Vehicle	Heavy Vehicle
	From	To			
1.	0	30000	5000/-	10000/-	10000/-
2.	30001	60000	10000/-	10000/-	15000/-
3.	60001	90000	20000/-	25000/-	25000/-
4.	90001	120000	7500/-	15000/-	20000/-
5.	120001	150000	7500/-	25000/-	60000/-
6.	150001	180000	20000/-	15000/-	10000/-
7.	180001	210000	10000/-	10000/-	12000/-
8.	210001	240000	10000/-	10000/-	12000/-
9.	240001	270000	25000/-	20000/-	15000/-
10.	270001	300000	10000/-	25000/-	50000/-
11.	300001	330000	10000/-	10000/-	10000/-
12.	330001	360000	30000/-	20000/-	10000/-
13.	360001	400000	10000/-	30000/-	50000/-
14.	400001	450000	10000/-	15000/-	15000/-
15.	450001	480000	25000/-	20000/-	15000/-
16.	480001	510000	10000/-	30000/-	50000/-
17.	510001	540000	10000/-	10000/-	15000/-
18.	540001	570000	30000/-	25000/-	15000/-
19.	570001	600000	10000/-	30000/-	50000/-
20.	600001		10000/-	15000/-	15000/-

Remarks :

81. The prescribed limited for routine maintenance do not include cost of fuel, lubricants and oils, cost of tyres & tubes and remolding thereof, purchase of tyres and tubes, replacement of battery.
82. If the expenditure limit of particular slab given in table is not utilized then the same may be permitted to carry over for further slab.

83. For carrying out repairs and maintenance, it should be got done from an approved agency.
84. In case of road side failure, expenditure upto Rs. 5000/- over and above the limits given in Table can be approved by officer incharge.

14) HIRING OF WAGONS, LOCOS, TOOLS & PLANTS etc.

Sr. No.	Re-Mark No.	Nature of Power	E.D. in consultation with CGM (F&A)	C.G.M. in consultation with Finance/Accounts	G.M. in consultation with Finance/Accounts	S.E. in consultation with AO/DA ♦	E.E. in consult. with Accounts staff of SE(C) Off ♦♦
14.	85, 86, 87	Hiring of wagons, locos, Bull dozer, Cranes, tools and plants and other equipments for works relating to the Power Station.	Full Powers	Full Powers	Full Powers	Full Powers	-

♦ These powers are delegated to SE (C) as circle incharge & S.E. as Project Manager.

♦♦ Powers are also delegated to EE (C) & in consultations with A/c. staff attached to SE.(C) office

Remarks:

85. These powers shall be exercised by independent office incharges only.

86. It is to be ensured that the equipment is not readily available with the Company and it should be recorded.

87. Normal procedure of invitation of quotations/tender to be followed.

15) PURCHASE OF STEEL, CEMENT, FUEL OIL etc.

Sr. No.	Re-mark No.	Nature of Power	E.D. in consultation with CGM (F&A)	C.G.M. in consultation with Finance/Accounts	G.M. in consultation with Finance/Accounts	S.E. in consult. with AO/DA ♦	E.E. in consult. with Accounts staff of SE(C) Off ♦♦
15.1	88, 89, 90, 91	Purchase of items under Govt. administrative price policy such as Petrol, HSD, Lubricants and secondary fuel.	Full Powers	Full Powers**	Full Powers**	Full Powers**	-

- ♦ These powers are delegated to SE (C) as circle incharge & S.E. as Project Manager.
- ♦♦ Powers are also delegated to EE (C) & in consultations with A/c. staff attached to SE.(C) office

** Full powers for independent office/project incharge only.

Remarks:

- 88. Drawal of secondary fuel shall be as per the requirements of Project. and against order placed by H.O.
- 89. Purchase of Petrol/HSD and payment thereof shall be done by field officers as per the administrative price applicable to Govt. organizations.
- 90. Drawal of lubricants shall be against H.O. order. However, the payment will be released by field officers.
- 91. In case of urgency, the Competent Authority can procure secondary oil, lubricants & grease as per requirements.

Sr. No.	Re-mark No.	Nature of Power	E.D.	C.G.M. in consultation with Finance/Accounts	G.M. in consultation with Finance/Accounts	S.E. in consult. with AO/DA ♦	E.E. in consult. with Accounts staff of SE(C) Off ♦♦
15.2	92, 93, 94, 95, 96	Purchase of steel from SAIL or any other Steel producing authority and placement of order/procurement from main steel producers such as SAIL, Jindal, TATA etc.	Full Powers	Upto Rs. 50 Lakhs	Upto Rs. 25 Lakhs	Up to Rs. 15 Lakhs	--

- ♦ These powers are delegated to SE (C) as circle incharge & S.E. as Project Manager.
- ♦♦ Powers are also delegated to EE (C) & in consultations with A/c. staff attached to SE.(C) office

Remarks :

92. Prices fixed by Steel Controlling Authority or the manufacturer from their stock yard may be accepted.
93. The competent authority shall also be competent to accept the terms and conditions prescribed by SAIL or main producer of steel.
94. For procurement of steel from any other than main producer, prescribed procedure of invitation of tender/enquiry should be followed.
95. Field offices can procure steel of any quantity as per their requirements and there is no bar for minimum quantity to be procured.
96. The clause is for meeting the urgent requirements of Plant and such purchases be reported to H.O.

Sr. No.	Re-mark No.	Nature of Power	E.D. in consultation with CGM (F&A)	C.G.M. (Civil) in consultation with Finance/Accounts	G.M. (Civil) in consultation with Finance/Accounts	S.E. (Civil) in consult.with AO/DA ♦	E.E. (Civil) in consult.with Accounts staff of SE(C) Off ♦♦
15.3	97, 98, 99	Procurement of Cement.	--	Upto Rs. 10 Crores	Upto Rs. 50 Lakhs	Upto Rs. 10 Lakhs	-

- ♦ These powers are delegated to SE (C) as circle incharge & S.E. as Project Manager.
- ♦♦ Powers are also delegated to EE (C) & in consultations with A/c. staff attached to SE.(C) office

Special Note : These powers are for project work only.

Remarks :

97. Prices fixed by Cement Controlling Authority and their stock yard or cement companies may be accepted.
98. For purchase of cement from other than main purchase agents or sole sailing agents, prescribed procedure of tenderisation/quotations should be followed.
99. Authority prescribed shall be competent to accept standard terms & conditions prescribed by the Cement Controlling Authority or any other similar authority or Cement Producers.

Sr. No.	Re-mark No.	Nature of Power	E.D. in consultation with CGM (F&A)	C.G.M. in consultation with Finance/Accounts	G.M. in consultation with Finance/Accounts	S.E. in consult.with AO/DA ♦	E.E. in consult.with Accounts staff of SE(C) Off ♦♦
15.4	-	Purchase of murum, metal etc.	Full Powers	Full Powers	Full Powers	Full Powers	Full Powers

- ♦ These powers are delegated to SE (C) as circle incharge & S.E. as Project Manager.
- ♦♦ Powers are also delegated to EE (C) & in consultations with A/c. staff attached to SE.(C) office

Full Powers means powers given in DoP for procurement under appropriate clauses.

16) DEPOSITARY WORK, SHARING OF PROFIT/SAVING FROM ENERGY CONSERVATION:

Sr. No.	Re-mark No.	Nature of Powers	M.D. in consultation with Dir. (Op.) & Dir. (F)	Director (Op.) in consultation with Dir. (F)	E.D. in consultation with CGM (F&A)	C.G.M. in consultation with Finance/Accounts	G.M. in consultation with Finance/Accounts	S.E. in consul with AO/ DA ♦	E.E. in consult. With Accounts staff of SE (Civil) Off ♦♦
16.1	100	Execution of works / Services pertaining to Mahagenco Schemes which are necessarily to be carried out by Govt. Deptt., Municipality Corp., Zilla Parishad, Rites with deposit of payments.		--	Full Powers	Upto Rs. 25 Lakhs	--	-	-
16.2	-	Execution of works / Services pertaining to Mahagenco Schemes which they are necessarily to be carried out by outside parties/agencies other than those covered above.		Full Powers	Upto Rs. 50 Lakhs	Upto Rs. 10 Lakhs	--	-	-
16.3		Sharing of expenditure with private bodies for approach road/water supply facilities etc to the Company's sub-stations, power stations etc.	Upto to Rs 1 crores.	--	--	--	--	-	-
16.4		Sharing of expenditure with Govt./Semi Govt./Local Bodies/Gram Panchayats/Environmental Engineering etc., for approach road, water supply facilities.	Upto to Rs 5 crores.	Up to Rs. 50 lakhs.	Up to Rs. 20 Lakhs	Up to Rs. 5 Lakhs	--	-	-

♦ These powers are delegated to SE (C) as circle incharge & S.E. as Project Manager.

♦♦ Powers are also delegated to EE (C) & in consultations with A/c. staff attached to SE.(C) office

Remarks :

100. Under clause 16.1, only those works are to be carried out under deposit works which fall under the jurisdiction of Govt. agencies and it is obligatory on the part of Mahagenco to get these works through such agencies only.

17. ACCEPTING MATERIAL ON RETURNABLE BASIS :

Sr. No.	Re-mark No.	Nature of Powers	Director (Op.)	E.D.	CGM in consultation with Finance/Accounts	G.M. in consultation with Finance/Accounts	S.E. in consult. with AO/DA ♦	E.E. in consult with Accounts staff of SE(Civil) Off ♦♦
17.1	-	Accepting/issue on returnable basis steel, Cement and other material equipment from other local body not below the level of Z.P./Municipality.	Full Powers	Upto Rs. 10 Lakhs at a time (Annual limit Rs. 50 Lakhs)	Upto Rs. 5 Lakhs at a time (Annual limit Rs. 25 Lakhs)	Upto Rs. 2 Lakh at a time (Annual limit Rs. 10 Lakhs)	--	--
17.2	-	Issue or acceptance on returnable basis of materials and equipments to Board's contractors in contingent conditions and urgency against proper indemnity Bond.	Up to Rs. 100 Lakhs	Upto Rs. 50 Lakhs	Upto Rs. 25 Lakhs	Upto Rs. 15 Lakhs	--	--
17.3	101	Acceptance or issue on returnable basis of O&M spares in case of urgency.	Full Powers	Upto Rs. 100 Lakhs	Upto Rs. 40 Lakhs	--	--	--

♦ These powers are delegated to SE (C) as circle incharge & S.E. as Project Manager.

♦♦ Powers are also delegated to EE (C) & in consultations with A/c. staff attached to SE.(C) office

Remarks:

101. Under clause 17.3, prior concurrence of Next Higher Authority to be obtained.

18. TRANSPORTATION, CLEARANCE, LOADING ETC. OF COMPANY'S MATERIAL :

Sr. No.	Re-mark No.	Nature of Powers	E.D. in consultation with CGM (F&A)	CGM in consultation with Finance/Accounts	G.M. in consultation with Finance/Accounts	S.E. in consult. With AO/DA ♦	E.E. in consult. With Accounts staff of SE (Civil) Off ♦♦
18.1	-	Awarding of annual contract against open tender for transportation, clearance of Mahagenco's material, loading, unloading and stacking thereof.	Up to Rs. 5 Crores	Up to Rs. 3 Crores	Up to Rs. 50 Lakhs	Up to Rs. 50 Lakhs	-
18.2	-	Awarding of casual contract against open tender for transportation of Mahagenco's material, loading, unloading and stacking thereof.	Up to Rs. 3 Crores	Up to Rs. 50 Lakhs	Up to Rs. 20 Lakhs	Up to Rs. 1 lakh	-
18.3	-	Awarding of casual contracts by inviting limited quotations from transport agencies.	Up to Rs. 30 Lakhs	Up to Rs. 10 Lakhs	Up to Rs. 5 Lakhs	Up to To Rs.. 2 Lakhs	-
18.4	-	Awarding of contract in emergency	Up to Rs. 10 Lakhs	Up to Rs. 2 Lakhs	Up to Rs. 1 Lakh	Up to Rs. 50000/-	--

♦ These powers are delegated to SE (C) as circle incharge & S.E. as Project Manager.

♦♦ Powers are also delegated to EE (C) & in consultations with A/c. staff attached to SE.(C) office

Section I, H.O.

Chapter – 3

Delegation of Powers applicable to “Fuel Management Cell”

While implementing DoP, the user should refer to the “Remarks” & “Special Note” appearing at the end of the item. For ease of reference, relevant remark numbers are given in separate column titled as “Remark No.”

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DELEGATION OF POWERS IN RESPECT OF FUEL MANAGEMENT CELL.

The Company Board shall have full powers in the following matters related to fuel management.

1. **Fuel Supply Agreement with Public Sector Undertaking/Govt. Undertaking/Private party for supply of coal/gas.**
2. **Participation with Private/Government/PSU for mining of coal as a joint venture.**
3. **Entering into an agreement with PSU/Govt. Companies for supply of coal/gas on prices other than notified prices by the company.**
4. **Purchase of Imported Coal/gas.**
5. **Entering into an agreement with Govt. or Private Washery Operator for supply of beneficiated Coal.**
6. **Purchase of coal/gas from private parties outside linkages.**
7. **Settlement of disputes through MoM, Arbitration & Umpire.**
8. **Entering into an agreement for supply of coal on cost plus basis.**

DELEGATION OF POWERS IN RESPECT OF FUEL MANAGEMENT CELL.

Sr. No.	Re-mark No.	Nature of Power	M.D. in consultation with Director (Op.) & Director (F)	Director (Op.) in consultation with Director (F)	E.D. in consultation with CGM (F&A)	CGM (Fuel) in consultation with Jt. CAO/Dy. CAO	GM (TI&C) in consultation with Dy. CAO	SE (Coal) in consultation with Dy. CAO/AO
1.		Engaging of Liaison Agent for supervision, monitoring and movement of coal.						
1.1	102	Open Tender	Up to Rs. 10 Crores	Up to Rs. 3 Crores	--	--	--	--
1.2	102	Limited Enquiries.	Up to Rs. 5 Crores .	Up to Rs. 2 Crores				
2.	103	Engaging jointly with PSUcoal companies, agency for third party sampling of coal either through limited inquiry or open tender.						
2.1	102	Open Tender	Up to Rs. 10 Crores	Up to Rs. 5 Crores	Up to Rs. 3 Crores	Up to Rs. 1 Crores	Up to Rs. 75 Lakhs	Up to Rs. 25 Lakhs
2.2		Limited Enquiries.	Up to Rs. 1.5 Crores	Up to Rs. 1 Crores	Up to Rs. 50 Lakhs	Up to Rs. 15 Lakhs	Up to Rs. 10 Lakhs	Up to Rs. 5 Lakhs
3.	103	Engaging jointly with private coal supplying company, agency for third party sampling of coal either through limited inquiry or open tender.						
3.1	102	Open Tender	Up to Rs. 5 Crores	Up to Rs. 2 Crores	Up to Rs. 1 Crores	Up to Rs. 50 Lakhs	Up to Rs. 30 Lakhs	Up to Rs. 15 Lakhs
3.2	102	Limited Enquiries.	Up to Rs. 1 Crores	Up to Rs. 50 Lakhs	Up to Rs. 25 Lakhs	Up to Rs. 15 Lakhs	Up to Rs. 10 Lakhs	Up to Rs. 5 Lakhs
4.	102	Quality assessment of coal on single quotation basis a) On Govt./Public Undertaking. b) Recognised private laboratory	Upto 1.5 crores Up to Rs. 20 Lakhs	Up to Rs. 1 Crore Up to Rs. 10 Lakhs	Up to Rs. 50 Lakhs Up to Rs. 7.5 Lakhs	Up to Rs. 10 Lakhs Up to Rs. 5 Lakhs	Up to Rs. 2 Lakhs Up to Rs. 1 Lakhs .	Up to Rs. 1 Lakhs Up to Rs. 50,000/-
5.	102	Quality assessment of coal on limited enquiry basis a) On Govt./Public Undertaking. b) Recognised private laboratory	Upto 5 crores Up to Rs. 50 Lakhs	Up to Rs. 100 Lakhs Up to Rs. 20 Lakhs	Up to Rs. 75 Lakhs Up to Rs. 15 Lakhs	Up to Rs. 25 Lakhs. Up to Rs. 10 Lakhs.	Up to Rs. 5 Lakhs. Up to Rs. 2.5 Lakhs.	Up to Rs. 3 Lakhs. Up to Rs. 1.5 Lakhs.

6.	-	Settlement of disputes with PSU/Govt. Coal supplying companies. Disputes arising out of interpretation of Fuel Supply Agreement, wrong calculations, rounding off etc. where the Fuel Supply Agreement is in place.	--	--	--	--	--	Full Power.
7.	102	Settlement of disputes with PSU/Govt. Coal supplying companies where the Fuel Supply Agreement is not in place.	Up to Rs. 5 Crores Per annum.	Up to Rs. 2 Crores per annum.	Up to Rs. 1 Crore per annum.	--	--	--
8.	104	Withdrawal of claims of Mahagenco where the Fuel Supply Agreement is in placement and after due reconciliation and audit.	--	--	--	Full Power.	Full Power.	Full Power.
9.	104	Withdrawal of claims of Mahagenco through MoU/Understanding between MD of Mahagenco and CMD of coal company after due deliberations and	--	--	--	Full Power.	Full Power.	Full Power.
10.	104	Withdrawal of claims of Mahagenco through a) Umpire b) Arbitration c) Court or Govt. orders.	--	--	--	Full Power.	Full Power.	Full Power.
11.	102	Settlement of disputes of coal washer operators arising out of contract agreement and contingent to contract.	Upto Rs. 25 lacs.	Up to 10.00 Lakhs.	Up to 5.00 Lakhs.	Up to 2.00 Lakhs.	Up to 1.00 Lakhs.	Up to 25,000/-
12.	-	Advance payment to coal company and signing of docket voucher and approval thereof.	--	--	--	--	Full Power	Full Power

Remarks :

102. Under clause 1,2,3,4,5,7 & 11, beyond the powers of M.D., Company Board shall have full powers.
103. Under clause 2 & 3.
a) It is expected that a Joint Committee of Coal Companies and Mahagenco will be formed and the selection of a third party will preferably be done through tenderisation process. However, if Joint Committee is of the opinion that tenderisation is not possible, a party may be selected through limited enquiry. However, reasons for the same shall be recorded.
104. In under Clause 8,9 & 10 Power Station Incharges (C.G.M., G.M. or S.E. as the case may be) shall also have full powers to withdraw the claim after reconciliation and audit.

IMPORTANT NOTE:-

1. **G.M. (T.I&C) and S.E. (Coal) at Nagpur has a status of independent incharges and as such shall have same powers as G.M. or S.E. of independent Power Stations in respect of placement of work contract order and purchase of material and miscellaneous and legal matters (other than fuel matters).**

However, in case of accounts matter, some additional powers are delegated for advance payment, auditing of Coal S.R. Notes, etc.

Section I, H.O.

Chapter - 4

Delegation of Powers applicable to “Environment, Health & Safety”

While implementing DoP, the user should refer to the “Remarks” & “Special Note” appearing at the end of the item. For ease of reference, relevant remark numbers are given in separate column titled as “Remark No.”

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DELEGATION OF POWERS IN RESPECT OF CEHSU FOR “ASH UTILIZAITON”.

Sr. No.	Re-mark No.	Nature of Power	M.D. in consultation with Director (Op.) & Director (F)	Director (Op.) in consultation with Director (F)	E.D. in consultation with CGM (F&A)	CGM (CEHSU) in consultation with Jt. CAO/Dy. CAO	CGM or GM or SE as Power Station Incharge in consultation with Acctts.
1.	105	Finalization of terms and conditions & Award for sale of ash based products/processed ash.	--	--	Full Powers.	Full Powers.	Full Powers.
2.	105	Entering into Agreement with Entrepreneurs for setting up of ash based units and/or dry ash collection/storage/ Processing/transportation systems and other activities for ash utilization. Where land is not to be leased by MAHAGENCO.	--	--	--	--	--
3.	106	Technical Approval & Award for testing of ash & Ash based products and other related items like clay/soil, lime, gypsum etc.	--	--	--	Full Powers.	Full Powers.
4.	107	Power to execute legal documents in respect of all activities during execution of any contracts including marketing.	--	--	--	Full Powers.	--
5.	105	Terms and conditions for					
a)		Disposal of ash generated by MAHAGENCO stations.	--	--	Full Powers.	--	--
b)		Disposal of ash based products manufactured by MAHAGENCO plants.	--	--	--	Full Powers.	--
6.	105	Disposal of ash products on terms & conditions approved vide 5(a&b) above by calling of tenders and award against:					
a)		Open Tender.	Upto 10 Crores	Up to Rs. 200 Lakhs per year.	Up to Rs. 100 Lakhs per year.	Up to Rs. 50 Lakhs per year.	Up to Rs. 50 Lakhs per year.
b)		Limited Enquiry.	Upto 1 Crore	Up to Rs. 50 Lakhs per year.	Up to Rs. 25 Lakhs per year.	Up to Rs. 10 Lakhs per year.	Up to Rs. 10 Lakhs per year.
c)		Single Tender.	Upto 50 lakhs	Up to Rs. 20 Lakhs per year.	Up to Rs. 10 Lakhs per year.	Up to Rs. 5 Lakhs per year.	Up to Rs. 5 Lakhs per year.
7.	105	Sanction of advertisement for seminars, and other publicity	Full Powers.	Full Powers.	Full Powers.	Up to Rs. 50,000/-	Up to Rs. 50,000/-

		matter on the subject.				per year.	per year.
8.		Market survey and investigations.	--	Full Powers.	Up to Rs. 2 Lakhs per year.	Up to Rs. 1 Lakh per year.	--
9.		Sanction to incur cost for publicity and business promotion.	--	--	Full Powers.	Up to Rs. 10,000/- on each occasion. Annual limit of 1.00 Lac.	Up to Rs. 10,000/- on each occasion. Annual limit of 1.00 Lac.
10.	108	Acquisition of technology from other agencies and terms therefor.	--	--	--	--	--
11.	108	Transfer of technology to other agencies.	--	--	--	--	--

Remarks:

105. Under Clause NO. 1,2,5,6 &7, it shall be as per the 'Ash Utilization Policy" of MAHAGENCO.
106. Under Clause No. 3, such testing should be done by IIT, or any recognized Laboratory subject to reasonability of rates.
107. Under Clause NO. 4, concurrence of Local Advocate & Law Officer at Mumbai should be obtained.
- 108. Under clause No. 10 & 11, only Board shall have full powers.**



Section – I, H.O.

Chapter – 5

Delegation of Powers applicable to “Information Technology”

While implementing DoP, the user should refer to the “Remarks” & “Special Note” appearing at the end of the item. For ease of reference, relevant remark numbers are given in separate column titled as “Remark No.”

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Sr. No.	Re-mark No.	Nature of Powers	M.D. in consultation with Dir. (Op.) & Dir. (F)	Director (Operation) in consultation with Director (F)	E.D. in consultation with CGM (F&A)	C.G.M. (IT) in consultation with GM (F)	GM/ S.E. (IT) in consultation with Jt. CAO.
1.1		Utilisation of services of expert consultant institutes other than Government Undertakings on					
1.1.1	3, 14	Single quotation basis	Up to Rs. 50 Lakhs	Up to Rs. 30 Lakhs	Up to Rs. 20 Lakhs	Up to Rs. 5 Lakhs	Up to Rs. 3 Lakhs
1.1.2	2	Limited enquiry	Up to Rs. 75 Lakhs	Up to Rs. 50 Lakhs	Up to Rs. 30 Lakhs	Up to Rs. 10 Lakhs	Up to Rs. 5 Lakhs
1.1.3	-	Open Tender	Up to Rs. 10 Crores	Up to Rs. 5 Crores	Up to Rs. 3 Crores	Upto Rs. 25 Lakhs	Upto Rs. 10 Lakhs
1.2	-	Utilisation of services of Govt. Institutes/Undertakings on single quotation basis.	--	* Full Powers	* Full Powers	Upto Rs. 10 Lakhs	Upto Rs. 5 Lakhs
1.3	-	Utilisation of services of experts, consultants, institutes, companies for matters concerning to development of software and placement of order for development and implementation of software.					
1.3.1	3, 14	Single quotation basis	Up to Rs. 50 Lakhs	Up to Rs. 30 Lakhs	Up to Rs. 20 Lakhs	Up to Rs. 5 Lakhs	Up to Rs. 3 Lakhs
1.3.2	2	Limited enquiry	Up to Rs. 75 Lakhs	Up to Rs. 50 Lakhs	Up to Rs. 30 Lakhs	Up to Rs. 10 Lakhs	Up to Rs. 5 Lakhs
1.3.3		Open Tender	Up to Rs. 10 Crores	Up to Rs. 5 Crores	Up to Rs. 3 Crores	Up to Rs. 25 Lakhs	Up to Rs. 10 Lakhs
1.4		Purchase of legal softwares	--	--	--	*Full Powers	--

* Full Powers means powers given in DoP under appropriate clause.

Remarks:

109. Beyond the powers of MD, Company Board has full powers.



Section - II

Delegation of Powers applicable to

“Power Station

O&M”

**(Including Small Hydro Power
Stations)**

While implementing DoP, the user should refer to the “Remarks” & “Special Note” appearing at the end of the item. For ease of reference, relevant remark numbers are given in separate column titled as “Remark No.”

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PROCUREMENT AND WORK CONTRACT POLICY.

- 1) **BUDGET PROVISION:**
 - 1.1) The procurement/work contract action shall be initiated on the basis of approved budget of Mahagenco. The Budget shall have provisions for (a) scheduled overhaul and routine work contracts (b) Purchases of items (c) Special repairs to be carried out during the year.
 - 1.2) Purchases and work contracts shall be confined to the activities/work specified in the approved budget given to the individual Power Stations.
- 2) **APPROVAL WITH COST ESTIMATE FOR PROCUREMENT OF ITEMS AND PLACEMENT OF WORK CONTRACTS.**
 - 2.1) Resources Planning Group (RPG) or Purchase Section shall receive requisition for procurement of material and placement of contracts duly approved by the Power Station in charge in consultation with officer incharge of local accounts.
 - 2.2) This note shall be self contained and shall have clear comments on:
 - (a) Budget provision
 - (b) Mode of procurement / or mode of placement of contract (i.e. tenderization, limited enquiry or single enquiry.)
 - (c) In case of limited quotations/single quotation, full justification needs to be given as to why tenderisation is not being proposed.
 - (d) Estimated cost and technical specifications.
 - (e) Name of parties (in case of limited enquiry)
 - (f) Qualifying requirements (in case of open tender) and
 - (g) Stock position of material in major stores/section stores.
 - (h) Any other relevant information.
- 3) Once the note have been approved as per (2) above by CGM, GM or SE as Power Station In charge, (as the case may be), then further action such as calling of tenders/enquiries, placement of order etc will be done by the authority competent to do so as per revised Delegation of Powers, however, only by the officer one step below which is further clarified as given under:

Station Incharge	Authority Competent to place order.	Remarks.
CGM	CGM/GM	Up to financial limit given under appropriate clauses.
GM	GM/SE	-do-

SE	SE only	-do-
----	---------	------

No powers are delegated in DOP to officers below the rank of SE excepting E.E. (Hydro) as Division Incharge for whom following procedure will be followed.

Executive Engineer (Hydro) as independent division incharge & having Small Hydro Power Station under his control, shall have powers to :

- a) Approve the note as per para 2 above &
- b) Call for tender/enquiries as per powers delegated to him under various clauses.

4) **PROCUREMENT THROUGH TENDERISATION:**

The tenders shall normally be invited in two bids i.e. one bid as Technical Bid containing Technical Specifications, scope of work, qualifying requirements etc. and second as Commercial Offer containing price bid only. Tenders should specify evaluation criteria also.

5) **LIMITED ENQUIRIES :**

- 5.1) Procurement of item/placement of work contract through limited enquiries be resorted to only in urgency and when tenderization may result in delay in procurement/placement of order affecting functioning of Power Station and efforts/man power needed may not be commensurate with the value of the order/item to be procured.
- 5.2) For this purpose, a list of approved vendors be maintained by individual power station. The list be reviewed on yearly basis and necessary changes incorporated in the approved list based on their performance during the period under reference. The list may also be updated in case of location of new vendors or source.
- 5.3) In case of order placed through limited enquiries, extension to delivery period should be avoided. However, if it is necessary, it should be with levy of penalty. Similarly repeat order or extension of order in quantities should not be given for order placed through limited enquiries.
- 5.4) Limited enquiries for item/works which are of repeatative nature, requiring floating of enquiries frequently and that too in a small time frame is prohibited.
- 5.5) Reasons for procurement through limited enquiries instead of tenderization be recorded and approved by Power Station in charge in consultation with Audit.
- 5.6) Limited enquiries should not be resorted to, with a view to break up item to get accommodated in enquiries.

6) **SINGLE ENQUIRY :**

- 6.1) Where procurement is made by contacting (only) single party on the basis of item to be procured as proprietary/OEM/OES nature, then certificate based on guide lines given hereunder from the officer not below the rank of GM or Station Incharge will be necessary.

OEM shall include :

- ii) Original Equipment Manufacturer.
 - iii) Entities which have been taken over/amalgamated with the OEM.
 - iv) Original Equipment Supplier, in case where access to OEM is not possible.
 - v) The Original Foreign Collaborator for the Equipment.
 - vi) Ancillary Units of the Original Equipment Suppliers subject to documentary evidence of manufacture by such Ancillary unit of the Original equipment.
- 6.2) In case of plant and machinery spares, being developed as substitute to OEM/OES/imported items, then single enquiry can be given to such developer subject to verification of required facilities available with the vendor. Repeat order can also be placed on such vendor for a period of three years, if the developed item is found to be satisfactory functioning and is cost effective.
- 6.3) Provision also exists in DOP to purchase material in urgency or to carry out work without calling enquiry. This is then to be regularized by placing a confirmatory order. However, it is expected that normally there should not be an occasion to take recourse of such provision.

7) **EARNEST MONEY :**

- 7.1) The earnest money deposit as per Company's policy may be accepted in cash or DD in favor of Mahagenco. In case the EMD exceeds Rs. 10,000/- then it can be accepted in the form of Bank Guarantee.
- 7.2) The earnest money will be liable to be forfeited on revocation before validity expires or on refusal to enter into a contract after the award is made to the tenderer.
- 7.3) Earnest money of unsuccessful tenderer will be refunded expeditiously after the award of the contracts.

8) **SECURITY DEPOSIT :**

Security Deposit as per Company's policy will be accepted in any of the following forms.

- 8.1) The security deposit as per Company's policy may be accepted in cash or DD in favor of Mahagenco.
- 8.2) Bank Guarantee from a nationalized bank or any Scheduled Bank in favour of Mahagenco duly certified by the Bank on whom it is drawn, irrevocable and operative till the validity of the offer.

OR

Alternatively the supplier may avail the scheme of lumpsum deposit of Rs. 3 Lakhs for each Power Station of Mahagenco, as per practice in vogue at Head Office, which will be treated as Permanent Deposit and shall be applicable for EMD & SD exemption. It will be valid for one year. In case of Permanent Deposit, the Agency should enclose Certificate to be issued by Department, with every tender.

9) **RATE CONTRACT, DGS&D & RATE LIST CONTRACT :**

- 9.1) Where it is advantageous to have the supply of goods at regular intervals over a period of time, running/rate contracts may be entered into, after following the procedure of invitation of tenders or limited enquiry basis.
- 9.2) The rate contracts entered into by DGS&D also, if advantageous, may be made use of for placing orders at the rate fixed thereunder.
- 9.3) There is no bar on placing orders outside the rate/running contracts on the basis of tender or limited enquiry if that is found advantageous.

10) **PRICE ESCALATION :**

Procurement will normally be based on firm prices, excepting where material costs are likely to be dependent upon statutory variations or are liable to wide fluctuation as in the case of non ferrous metals. Where escalations are accepted, the base price levels along with Index date, variation factors to be applied and indices or documents to be produced to substantiate and determine such escalation, should be precisely stipulated in the purchase order.

11) **SPECIAL CONDITIONS / GUIDE LINES FOR WORK CONTRACT POLICY:**

- 11.1) Works can be carried out departmentally or by contract as may be considered advantageous.
- 11.2) Work contract packages (including overhaul packages) to be operated will form a part of budget proposal and while approving the budget, Mahagenco shall

also approve the above packages. Placement of work contract, outside these proposed and approved work contract packages, is prohibited.

11.3) In case it is proposed to carry out the work by tenderisation or limited enquiry or single enquiry, then following procedure should be followed :

- (a) In case of Labour oriented contracts, estimate to be prepared on basis of number of labours to be engaged and this should be based on the last three years requirements. Abnormal increase in number of labours may not be considered. However, reduction in number of labours, if situation permits, can be considered by the authority competent to approve the proposal..
- (b) The rates for estimation purposes should be as per the prevailing guide lines from the Labour Commissioner and shall include centages [For works other than annual contract, the component of bonus, house rent need not be considered for the purpose of estimation of contract value].
- (c) The number of labours in the contract need not be mentioned. It should be converted into quantity and payments etc released accordingly though for the purpose of estimation, number of labours might have been considered.

12) **POLICY FOR PROCUREMENT AND WORK CONTRACT IN CASE OF SMALL HYDRO POWER STATION :**

12.1) Mahagenco has number of small hydro Power Stations, which are headed by Asstt. Engineer or Dy. Executive Engineer. Group of small hydro power stations is headed by Executive Engineer as Divisional Incharge and these divisions are controlled by circle office, which is under the control of CGM (Hydro).

12.2) In order to expedite the work of small hydro power station, powers are delegated to EE for placement of contract and procurement of material, approved by the Competent Authority.

12.3) There is no Audit and Accounts staff located at these power stations, (where AE and Dy. EE are incharges), as such they are required to carry the cash in the form of imprest for salary and small purchases. Their

powers of holding temporary/permanent imprests are suitably increased as special case only.

1) APPROVAL TO COST ESTIMATE & PROCEDURE :

Sr. No.	Re-mark No.	Nature of Power	M.D. in consultation with Dir. (Op.) & Dir. (F)	Dir. (Op.) in consultation with Dir. (F)	E.D. in consultation with CGM (F&A)	CGM In Consultation with Dy. CAO	GM in consultation with Dy. CAO/AO	S.E. in consultation with Dy. CAO/AO	E.E. (Hyd) in consultation with DA **
1.	1,3, 4, 8	Approval to cost estimate and procedure to be followed for purchase of item and placement of work contract order as approved in budget.							
1.1		For works :							
a)	2,5,7	Scheduled periodical overhauls of units.	Full Powers	Full Powers	Full Powers	Full Powers	Full Powers	Full Powers	Full Powers
b)	2,5,6	All programmed work, other than scheduled overhauls.	Full Powers	Full Powers	Full Powers	Full Powers	Full Powers	Full Powers	Full Powers
c)	9	Addition/Alternation/Repairs to building in main plant/colony.	Up to Rs. 5 Crores	Up to Rs. 3 Crores	Up to Rs. 25 Lakhs	Up to Rs. 15 Lakhs	Up to Rs. 5 Lakhs	Up to Rs. 2 Lakhs	--
d)	2,10	Repairs to plant and machinery.	Full Powers	Full Powers	Full Powers	Full Powers	Full Powers	Full Powers	Full Powers
e)	11	Special repair work	Up to Rs. 10 Crores	Up to Rs. 3 Crores	Up to Rs. 100 Lakhs	Up to Rs. 15 Lakhs	Up to Rs. 10 Lakhs	Up to Rs. 5 Lakhs	Up to Rs. 1 Lakhs
1.2		Approval for items to be purchased.							
a)	2	Purchase of (O&M) spares and consumable store.	Full Powers	Full Powers	Full Powers	Full Powers	Full Powers	Full Powers	Full Powers
b)	2,12	Purchase of proprietary nature item.	Full Powers	Full Powers	Full Powers	Full Powers	Full Powers	Full Powers	Full Powers
c)	2,1	Purchase of item from OEM/OES.	Full Powers	Full Powers	Full Powers	Full Powers	Full Powers	Full Powers	Full Powers
d)	6.2 of Procurement Policy.	Placing of purchase orders for material / equipment which is to be manufactured as development item against single quotation.	Up to Rs. 200 Lakhs	Up to Rs. 100 Lakhs	Up to Rs. 25 Lakhs	Up to Rs. 5 Lakhs	Up to Rs.3 Lakhs	Up to Rs. 1 Lakhs	--
e)	2	Placing open purchase order on Govt. PSU	Full Powers	Full Powers	Full Powers	Full Powers	Full Powers	Full Powers	Full Powers
f)	2,13	Placing of order for fire fighting equipment.	Full Powers	Full Powers	Full Powers	Full Powers	Full Powers	Full Powers	Full Powers

g)	2,14	Purchase of medicine/drugs injections etc. a) Against schedule drugs. b) Against Non-schedule drugs. c) Medical equipment.	Full Powers	Full Powers	Full Powers	Full Powers	Full Powers	Full Powers	--
1.3	2	Approval for Misc. item/work not covered above but provided in budget.	Full Powers	Full Powers	Full Powers	Full Powers	Full Powers	Full Powers	Full Powers

**** Executive Engineer of Small Hydro Power Station as Division Incharge.**

Remarks:

1. Approval will be granted by Station In charge only i.e. CGM, GM, SE or EE of SHPS (as the case may be) . Procedure for obtaining approval has already been laid down in Procurement Policy.
2. **Wherever full powers are mentioned it means that it is limited to financial powers given in DOP for invitation of tender/enquiry and placement of order under appropriate clause.**
3. GM of Pophali Hydro Power Station, GM (TIC), Nagpur, SE Paras TPS & S.E. (Coal), Nagpur having status of individual Unit incharges are competent to give approval limited to financial powers given in DoP.
4. All the approvals shall be subject to provisions in approved O&M budget.
5. Under clause 1.1 (a) & 1.1 (b), the packages of work contracts to be operated are those which are proposed by field offices and approved by Mahagenco while approving the budget.
Placement of work contract beyond approved packages is prohibited. However, in case it is necessary in the interest of plant to operate work contract package, other than approved, then prior approval of E.D. should be obtained.
6. All programmed work means regular work contract operated for O&M.
7. Scheduled periodical overhaul includes annual overhaul and capital overhaul of Boiler, TG sets only.
8. Consultation of Audit/Accounts in note shall be required only for ensuring budget provisions and vetting of cost estimate.
9. Under Clause 1.1 (c), powers are related to additions/alteration/repairs of building in main plant and colonies. Appropriate budget on lump sum basis needs to be provided.
10. Under Clause 1.1 (d), powers are delegated for repairs of plant and machinery against approved budget.
11. Special Repairs :
(a) Special repairs means repairs to plant and machinery requiring high degree of skill, accuracy, expertise and technical know how about the repairs.
(b) Works such as turbine rotor repairs, turbine blade repairs, High capacity HT motor rewinding, repairs to feed pump shaft etc., can be classified as special repairs.
(c) Special repairs should be confined to equipments of critical nature in generation path.
(d) In case the order is required to be placed on single quotation basis, prior approval of E.D. should be obtained.
12. For purchase of proprietary nature items/OES/OEM based on the guide lines given in Procurement Policy, a certificate from the officer not below the rank of G.M. or Station Incharge will be necessary.
13. Under clause 1.2 (f) in case of the Fire Fighting Equipments, if the value of the order exceeds Rs. 5 Lakhs or if individual item is costing more than Rs. 1 Lakhs then the proposal be routed through FA&CFO & CGM (Works). However, for routine purchases, the proposal need not be routed through FA&CFO & CGM (Works).
14. For purchase of medicines, the proposal should be routed through the head of dispensary, attached to Power Station. Procurement of medicines shall be within the prescribed limits as per Mahagenco's policy.

2) WORKS - CALLING AND ACCEPTANCE OF TENDER/ENQUIRIES :

Sr. No.	Remark No.	Nature of Powers	M.D. in consultation with Dir. (Op.) & Dir. (F)	Dir. (Op.) in consultation with Dir. (F)	E.D. in consultation with CGM (F&A)	CGM In Consultation with Dy. CAO	GM in consultation with Dy. CAO/AO	S.E. in consultation with Dy. CAO/AO	E.E. (Hyd) in consultation with DA
2.		Calling and acceptance of tender/quotation and award of work contract against Tender & Enquiries							
2.1	4,15	Open Tender	Up to Rs. 10 Crore	Up to Rs. 500 Lakhs	Up to Rs. 400 Lakhs	Up to Rs. 200 Lakhs	Up to Rs. 100 Lakhs	Up to Rs. 30Lakhs	Up to Rs. 5 Lakhs
2.2	5,16 17	Limited Enquiry. (a) Routine works (b) Special repairs	-- Full Powers up to Rs. 10 Crores.	-- Up to Rs. 300 Lakhs	Up to Rs. 10 Lakhs Up to Rs. 100 Lakhs	Up to Rs. 3 Lakhs Up to Rs. 15 Lakhs	Up to Rs. 1.5 Lakhs Up to Rs. 7.5 Lakhs	Up to Rs. 1 Lakh Up to Rs. 5 Lakhs	Up to Rs. 50000/- Up to Rs. 1 Lakh
2.3	16, 18	Single Enquiry in case of original equipment suppliers/manufacturers.	Up to Rs. 500 Lakhs	Up to Rs. 200 Lakhs	Up to Rs. 100 Lakhs	Up to Rs. 50 Lakhs	Up to Rs. 25 Lakhs	Up to Rs. 15 Lakhs	Up to Rs. 2.5 Lakhs
2.4	20	Single Enquiry on Public sector Undertakings/Central/State Govt. Departments for Specified works.	Up to Rs. 10 Crores	Up to Rs. 400 Lakhs	Up to Rs. 200 Lakhs	Up to Rs. 100 Lakhs	Up to Rs. 50 Lakhs	Up to Rs. 30 Lakhs	Up to Rs. 5 Lakhs
2.5	21	Single Enquiry : On grounds of Urgency.	Up to Rs. 20 Lakhs	Up to Rs. 5 Lakhs	Up to Rs. 2 Lakhs	Up to Rs. 1 Lakhs	Up to Rs. 60000/-	Up to Rs. 40000/-	Up to Rs. 20000/-
2.6	22	Placement of confirmatory order after execution of work in emergent situation.	Up to Rs. 5 Lakhs	Up to Rs. 3 Lakhs	Up to Rs. 1.5 Lakhs	Up to Rs. 75000/-	Up to Rs. 50000/-	Up to Rs. 30000/-	Up to Rs. 10000/-

Special Note:

- 1) (a) For proposals approved by CGM as Station Incharge, GM to place orders up to financial limits indicated above.
(b) Similarly for proposals approved by GM as Station Incharge, SE to place order up to financial limits indicated above.
(c) EE (Hyd) can place order for proposals approved by CGM/GM/SE including himself, however, within his financial limits given in DoP.
- 2) **Power Station Incharges (i.e. CGM, GM, SE or EE of SHPS)) as the case may be is the Competent Authority to decide pre-qualifying requirements of the tender.**
- 3) **Authority Competent to invite and accept the tender shall have full powers for**
 - a) **fix up the tender cost.**
 - b) **decide EMD/SD.**

Remarks :

15. The tenders shall be called by Resource Planning (RP) Group or Purchase Section attached to O&M.
16. For limited enquiry and single enquiry, reasons for adopting such mode shall be recorded in writing in note while obtaining approval of Power Station in charge. Similarly all guide lines given under Para No. 4 & 5 of procurement & Work Contract Policy shall be strictly observed.
Limited enquiries may be obtained from the approved list of vendors as per Mahagenco policy. Names and number of such quotations be approved by Power Station incharge.
17. Under clause 2.2 (b), in case special repairs are required to be carried out on single quotation basis, then prior approval of E.D. to be obtained.
18. Under clause 2.3
 - (a) for works on single enquiry from OES/OEM, necessary certificate based on the guide lines under clause 6.1 of procurement contract policy shall be obtained.
 - (b) Powers are delegated for carrying out repairs, overhauls and capital overhaul through OEM/OES such as BHEL, Alstom, Siemens, Crompton, Bharat Bijlee etc.
 - (c) The repairs through OEM/OES under this clause are limited to main equipment only, such as boiler, turbine, generator, ESP and station transformer.
19. Clause 2.3 pertains to Works to be carried out through OEM/OES. However, in case the work is required to be carried out by Public Sector (say BHEL) for equipments other than BHEL, then, clause 2.4 will be applicable.
20. Under clause 2.4, when the works on single quotation are being carried out, it will be certified by the officer not below GM (or Power Station in charge) that it is technically necessary to do so.
21. Under clause 2.5, authority competent to accept the enquiry should record in writing the reasons for not following the prescribed procedure of invitation of enquiry/tenders.
22. Under clause 2.6, powers for placement of confirmatory order for execution of work in emergent situation have been provided. These powers are to be resorted to in exceptional circumstances and reasons to be recorded. For this purpose, a separate register to be maintained by RP Group/Purchase Section and this will be available to audit for verification.

3) SUPPLY - CALLING & ACCEPTANCE OF TENDER/ENQUIRIES:

Sr. No.	Re mark No.	Nature of Power	M.D. in consultation with Dir. (Op.) Dir.(F)	Dir. (Op.) in consultation with Dir. (F)	E.D. in consultation with CGM (F&A)	CGM in consultation with Dy. CAO	GM in consultation with Dy. CAO/AO	SE in consultation with Dy. CAO/AO	EE (Hyd) in consultation with DA **
3.		Acceptance of tenders/ enquiries and placement of order for purchase of items against tender/enquiries invited.							
3.1	23	Open Tender.	Up to Rs. 10 Crores	Up to Rs. 5 Crores	Up to Rs. 100 Lakhs	Up to Rs. 50 Lakhs	Up to Rs. 20 Lakhs	Up to Rs. 10 Lakhs	Up to Rs. 2.5 Lakhs
3.2	24	Limited Enquiry.	Up to Rs. 100 Lakhs	Up to Rs. 50 Lakhs	Up to Rs. 10 Lakhs	Up to Rs. 3 Lakhs	Up to Rs. 1.5 Lakhs	Up to Rs. 50000/-	Up to Rs. 25000/-
3.3		Single Enquiry.							
	26	a) For spares and equipments of proprietary nature.	Up to Rs. 10 Crores	Up to Rs. 4 Crores	Up to Rs. 2 Crores	Up to Rs. 25 Lakhs	Up to Rs. 10 Lakhs	Up to Rs. 5 Lakhs	Up to Rs. 1 Lakh
	26	b) For spares and equipments of original equipments suppliers/ manufacturers	--	--	Full Powers limited to Rs. 10 Crores	Up to Rs. 50 Lakhs	Up to Rs. 25 Lakhs	Up to Rs. 10 Lakhs	Up to Rs. 1 Lakh
	26	c) For spares and equipments from Public Sector Undertakings/Central / State Govt. Departments.	--	--	Full Powers limited to Rs. 10 Crores	Up to Rs. 100 Lakhs	Up to Rs. 50 Lakhs	Up to Rs. 20 Lakhs	Up to Rs. 2 Lakhs
	27	d) On grounds of urgency.	Up to Rs. 70 Lakhs	Up to Rs. 50 Lakhs	Up to Rs. 10 Lakhs	Up to Rs. 2.5 Lakhs	Up to Rs. 1.00 Lakh	Up to Rs. 30000/-	Up to Rs. 15000/-
3.4	28	Placement of confirmatory orders in emergent situation.	--	--	Up to Rs. 2 Lakhs	Up to Rs. 1.00 Lakh	Up to Rs. 50000/-	Up to Rs. 20000/-	Up to Rs. 10000/-

**** EE (Hyd) as incharge of Small Hydro Power Station division.**

Special Note:

- 1) (a) For proposals approved by CGM as Station Incharge, GM to place orders up to financial limits indicated above.
(b) Similarly for proposals approved by GM as Station Incharge, SE to place order up to financial limits indicated above.
(c) EE (Hyd) can place order for proposals approved by CGM/GM/SE including himself, however, within his financial limits given in DoP.
- 2) **Power Station Incharges (i.e. CGM, GM, SE or EE of SHPS)) as the case may be is the Competent Authority to decide pre-qualifying requirements of the tender.**
- 3) **Authority Competent to invite and accept the tender shall have full powers for**
 - a) **fix up the tender cost.**
 - b) **decide EMD/SD.**

Remarks:

23. The tenders shall be called by Resource Planning (RP) Group or Purchase Section attached to O&M.
24. For limited enquiry and single enquiry, reasons for adopting such mode shall be recorded in writing in note while obtaining approval of Power Station in charge. Similarly all guide lines given under Para No. 4 & 5 of procurement and Work Contract Policy shall be strictly observed.
25. Limited enquiries may be obtained from the approved list of vendors as per Mahagenco policy. Names and number of such quotations be approved by Power Station in charge.
26. Under clause 3.3 (a), (b) & (c) for procurement of items on single enquiry from OES/OEM/Proprietary nature, necessary certificate based on the guide lines given under clause 6.1 of Procurement/Contract policy shall be obtained. **Similarly, E.D. to be apprised about the procurement before issuance of order.**
27. Under clause 3.3 (d) single enquiry can be obtained from the approved list of vendors for purchase of items in urgency. However, the reasons & urgency to be recorded and approved by the Power Station In charge.
28. Under clause 3.4, powers for placement of confirmatory order for procurement of items in emergent situation have been provided. These powers are to be resorted to in exceptional circumstances and reasons to be recorded. For this purpose, a separate register to be maintained by RP Group and this will be available to audit for verification.
29. **The powers referred above are inclusive of centages but excluding duties and taxes at actual and this need not be included for limiting the award value.**

4) PRE AWARD ACTIVITIES:

Sr. No.	Remark No.	Nature of Powers	E.D. in consultation with CGM (F&A)	CGM in consultation with Dy. CAO	GM in consultation with Dy. CAO/ AO	SE in consultation with Dy. CAO/ AO	EE (Hyd) in consultation with DA *
4.1		Opening of Tender.	Full Powers for all tenders	Full Powers **	Full Powers **	Full Powers **	Full Powers for tenders to be accepted by himself.
4.2		Negotiations :					
4.2.1		To negotiate quoted prices for proprietary items/OEM items/imported proprietary item.	Full Powers for all tenders.	Full Powers **	--	--	--
4.2.2		To negotiate terms and conditions (except quoted price and payment condition) in favour of Mahagenco with lowest acceptable bidder.	Full Powers for all tenders	Full Powers **	Full Powers **	Full Powers **	Full Powers for tenders to be accepted by himself.
4.3		Acceptance of following mode of payment :					
4.3.1		Through Letter of Credit (L/C)	Full Powers for all tenders	--	--	--	--
4.3.2		Through Nationalised Bank in case of Rail or Road dispatches against RR/LR	Full Powers for all tenders	--	--	--	--

* EE as divisional incharge of Small Hydro Power Station.

** Full powers for tenders/enquiries accepted by himself or lower officer.

5) EXTENSION OF ORDER:

Sr. No.	Remark No.	Nature of Powers	E.D. in consultation with CGM (F&A)	CGM in consultation with Dy. CAO	GM in consultation with Dy. CAO/ AO	SE in consultation with Dy. CAO/ AO	EE (Hyd) in consultation with DA *
5.	30	Placing of extension order for similar works/ items upto 50% of original order amount in case of urgency	Full Powers for all tenders.	Full Powers for tenders accepted by himself or lower officer.	Full Powers for tenders accepted by himself or lower officer.	Full Powers for tenders accepted by himself or lower officer	Full Powers for tenders accepted by himself

* **EE as divisional incharge of Small Hydro Power Station.**

Remarks :

30. Under clause 5 extension of order is normally to be avoided. However, extension orders may be placed against previous order placed on open tender basis without further going through the normal procedures subject to the followings:
- (a) The value of extension order should not be more than 50%.
 - (b) Reasonable assessment by the contract operating authority that there has been no downward trend in prices.
 - (c) The original order was not placed on delivery preference basis.
 - (d) Extension order shall not be placed against original order placed on the basis of limited or single quotation basis or delivery preference basis.

6) POST AWARD ACTIVITIES:

Sr. No.	Re-mark No.	Nature of Powers	Director (Op.) in consultation with Dir. (F)	E.D. in consultation with CGM (F&A)	CGM in consultation with Dy. CAO	GM in consultation with Dy. CAO/AO	SE in consultation with Dy. CAO/AO	EE (Hyd) in consultation with DA*
6.1		Execution of all instruments relating to Works/Supply of material, Stores, equipments i.e. insurance guarantee bond etc.	--	Full Powers for all tenders	**Full Powers	**Full Powers	**Full Powers	Full Powers for tenders accepted by himself
6.2		Acceptance, encashment and release of Bank Guarantee (B.G.)	--	Full Powers for all tenders	**Full Powers	**Full Powers	**Full Powers	Full Powers for tenders accepted by himself
6.3		Approve the change in name of the firm and transfer the order from old firm to new firm due to valid reasons provided such transfer does not entail extra expenditure in consultation with Local Pleader/Advocate.	--	Full Powers for all tenders	**Full Powers	**Full Powers	**Full Powers	Full Powers for tenders accepted by himself
6.4		Cancellation of contract in part or full after taking legal view :						
6.4.1		For Works :						
	32	a) Without financial implications.	--	Full Powers for all tenders	**Full Powers	**Full Powers	**Full Powers	Full Powers for tenders accepted by himself
		b)With financial implications.	Full Powers	Extra cost up to 5% of work order/A.T or Rs. 50000/-	Extra cost up to 2% of work order/ A.T. or Rs.	Extra cost up to 2% of work order/ A.T. or Rs.	Extra cost up to 2% of work order/ AT. or Rs.	Extra cost up to 2% of work order/ AT. or Rs.

6.4.2	31	For Supply : a) Conditional orders	--	which ever is higher. Full Powers for all tenders	20000/- which ever is higher Full Powers **	15000/- which ever is higher Full Powers **	10000/- which ever is higher Full Powers **	5000/- which ever is higher Full Powers for tenders accepted by himself
	32	b) Non-conditional orders	Full Powers	Extra expenditure Up to 25% of unexecuted portion of the cancelled order.	Extra expenditure Up to 10% of unexecuted portion of the cancelled order	Extra expenditure Up to 10% of unexecuted portion of the cancelled order	Extra expenditure Up to 10% of unexecuted portion of the cancelled order	Extra expenditure Up to 10% of unexecuted portion of the cancelled order
6.5		Refund/forfeiture of EMD/SD	--	Full Powers	**Full Powers	**Full Powers	**Full Powers	**Full Powers
6.6	33	Waiving of inspection by the representative of Mahagenco	--	Full Powers	**Full Powers	**Full Powers	**Full Powers	**Full Powers
6.7		Acceptance of material before due date on grounds of urgency.	--	Full Powers	**Full Powers	**Full Powers	**Full Powers	**Full Powers

* EE as divisional incharge of Small Hydro Power Station.

** Full Powers for tenders/enquiries accepted by himself or lower officer.

Remarks:

31. Under clause 6.4.2, conditional orders means orders involving DGS&D order, or orders on cement or any other similar item for which prices are fixed by statutory body or committee appointed by the Government.
32. Under clause 6.4.1 (b) & 6.4.2 (b), powers are delegated to CGM/GM/SE/EE towards orders placed by himself. However, E.D. & above has powers for all orders placed.
33. Under clause 6.6, consultation of Accounts is not necessary.

7) VARIATIONS DURING POST AWARD/EXECUTION OF CONTRACT :

Sr. No.	Remark No.	Nature of Powers	M.D. in consultation with Dir. (Op. & Dir.(F)	Dir. (Op.) in consultation with Dir. (F)	E.D. in consultation with CGM (F&A)	CGM in consultation with Dy. CAO	GM in consultation with Dy. CAO/AO	SE in consultation with Dy. CAO/AO	EE (Hyd) in consultation with DA*
7.1	34	Variations in contracted terms and conditions other than technical specifications, if there are no adverse financial implications.	--	--	--	**Full Powers	**Full Powers	**Full Powers	** Full Powers
7.2	34	Variations in contracted technical specifications that do not affect the performance and guarantee & does not have financial implications.	--	--	**Full Powers for no change in price or if there is reduction in price.	**Full Powers for no change in price or if there is reduction in price.	**Full Powers for no change in price or if there is reduction in price.	**Full Powers for no change in price or if there is reduction in price.	**Full Powers for no change in price or if there is reduction in price
7.3	35	Variations in contracted technical specifications that may affect the performance guarantee but still acceptable for use with modifications which is adequately compensated by reduction in prices. i) Works :	--	Reduction of 5% and below of work order value.	Reduction between 10% & 5% of the work order value.	Reduction of 10% and above of the work order value.	Reduction of 10% and above of the work order value.	Reduction of 10% and above of the work order value.	Reduction of 10% and above of the work order value
	36	ii) Supply :	--	Reduction of 5% & below of the ordered rate of the item/items.	Reduction in price between 10% & 5% of the ordered rate of the item/	Reduction in price above 10% of the ordered rate of the item/	Reduction in price above 10% of the ordered rate of the item/	Reduction in price above 10% of the ordered rate of the item/	Reduction in price above 10% of the ordered rate of the item/

					items.	items	items	items	items
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* **EE as divisional incharge of Small Hydro Power Station.**

** **Full Powers for tenders accepted by himself or lower officer.**

Remarks:

34. Under clause 7.1 & 7.2
 - i. Concurrence of Finance is not required.
 - ii. Reasons in such cases to be recorded.
 - iii. Variation should not affect performance and guarantee.
35. Under clause 7.3, powers are delegated CGM/GM/SE/EE towards orders placed by themselves only. However, E.D. & above shall have powers for all orders placed.
36. Under clause 7.3 (ii), in case of contract where the value of individual items are not available and only price break up is available for payment purposes, for that particular item, reasonable value of such item should be ascertained before submitting the proposal to Competent Authority. The limit indicated will be applicable for ascertained value

Sr. No	Remark No.	Nature of Powers	M.D. in consultation with Dir. (Op. & Dir.(F)	Dir. (Op.) in consultation with Dir. (F)	E.D. in consultation with CGM (F&A)	CGM in consultation with Dy. CAO	GM in consultation with Dy. CAO/ AO	SE in consultation with Dy. CAO/ AO	EE (Hyd) in consultation with DA *
7.4		Variations in value of the work order/A.T.							
	37	a) Due to quantity variations. b) On any account.	-- Up to 20% of the value of Work order subject to limit of Rs. 60 Lakhs for all orders.	Full Powers Up to 15% of the value of Work order subject to limit of Rs. 45 Lakhs for all orders.	Up to 10% of the value of Work order/A T. Up to 10% of the value of Work order subject to limit of Rs. 30 Lakhs for all orders.	Up to 5% of the value of Work order/AT against order placed by himself. Up to 5% of the value of Work order against orders placed by himself.	Up to 5% of the value of Work order/AT against order placed by himself. Up to 5% of the value of Work order against orders placed by himself.	Up to 5% of the value of Work order/AT against order placed by himself or lower officer. Up to 5% of the value of Work order placed by himself or lower authority.	-- --

* EE as divisional incharge of Small Hydro Power Station.

Remarks :

37. Under clause 7.4 (b),
- i) Beyond 20% variations, the Company Board has full Powers.
 - ii) These powers are to be exercised without considering the effect to statutory variations.
 - iii) In case if there is no overall excesses/shortages in delivery as per the order, CGM and ED will have full powers to approve any excess/shortages beyond 5% per consignee in each item.
 - iv) Percentages referred are in relation to the total value of the contract.
 - v) The overall financial limits of variation mentioned shall not be exceeded even if a variations are permitted on more than one occasion.
 - vi) For imported items – In case of change in value of contract due to exchange rate, CGM shall have full powers.

Sr. No.	Re-mark No.	Nature of Powers	M.D. in consultation with Dir. (Op.) Dir.(F)	Dir. (Op.) in consultation with Dir. (F)	E.D. in consultation with CGM (F&A)	CGM in consultation with Dy. CAO	GM in consultation with Dy. CAO/AO	SE in consultation with Dy. CAO/AO	EE (Hyd) in consultation with DA*
7.5		Variation/modification of payment terms and modification in mode of transportation.	--	--	--	**Full Powers	**Full Powers	**Full Powers	**Full Powers
7.6	38	Amendment to the Technical specifications of the contract or make of equipment which do not reduce the performance and guarantee involving financial implications.	Increase up to Rs. 40 Lakhs for all orders	Increase up to Rs. 20 Lakhs for all orders.	Increase upto Rs. 5 Lakhs for all orders	Increase up to 5% of the order value or Rs. 1 Lakhs whichever ever is less.	Increase up to 5% of the order value or Rs. 75000 whichever ever is less.	Increase up to 5% of the order value or Rs.50000whichever is less.	--

* EE as divisional incharge of Small Hydro Power Station.

** Full Powers for tenders accepted by himself or lower officer.

Remark:

38. Under clause 7.6

(a) The Company Board has full powers beyond the limit of Rs. 40 Lakhs.

(b) Powers are delegated to CGM/GM/SE towards tenders to be accepted by themselves.

Sr. No.	Re-mark No.	Nature of Powers	M.D. in consultation with Dir. (Op.) & Dir.(F)	Dir. (Op.) in consultation with Dir. (F)	E.D. in consultation with CGM (F&A)	CGM in consultation with Dy. CAO	GM in consultation with Dy. CAO/ AO	SE in consultation with Dy. CAO/ AO	EE (Hyd) in consultation with DA *
7.7	39,41	Variations in technical specifications and commercial terms and conditions involving financial implications.	Increase upto Rs. 50 Lakhs.	Increase upto Rs. 20 Lakhs.	Increase upto Rs. 5 Lakhs.	Increase upto 5% of the value of the order or Rs. 1 Lakhs whichever is less.	Increase upto 5% of the value of the order or Rs. 50000/- whichever is less.	Increase upto 5% of the value of the order or Rs. 25000/- whichever is less.	Increase upto 5% of the value of the order or Rs. 5000/- whichever is less
7.8	40,41	Technical modifications to the approved scheme without materially changing the scope of work in approved scheme and not exceeding the administratively approved amount.	Full Powers	Up to Rs. 50 Lakhs	Upto Rs. 10 Lakhs	Upto Rs. 5 Lakhs	Upto Rs. 2 Lakhs	Upto Rs. 50000/-	--
7.9		Variations in contracted terms other than terms of payment and with no financial implications.	--	--	Full Powers for all tenders	**Full Powers	**Full Powers	**Full Powers	Full Powers for tenders accepted by himself
7.10	41	Settlement of contractor's claims arising out of works under execution and contingent to the contract other than non schedule item.	Upto Rs. 50 Lakhs	Upto Rs. 10 Lakhs	Upto Rs. 5 Lakhs	Upto Rs. 2 Lakh	Upto Rs. 50000/-	Upto Rs. 15000/-	--

* **EE as divisional incharge of Small Hydro Power Station.**

** Full Powers for tenders accepted by himself or lower officer.

Remarks :

39. Under clause 7.7 & 7.10, Company Board has full powers.

40. Under clause 7.8, the figures indicate the difference in cost due to technical modifications.

This is to be operated before floating the tender. Concurrence of Finance is essential.

41. Under clause 7.7, 7.8 & 7.10, the powers are delegated to CGM/GM/SE/EE as Power Station Incharges only.

Sr. No.	Re-mark No.	Nature of Powers	M.D. in consultation with Dir. (Op.) & Dir.(F)	Dir. (Op.) in consultation with Dir. (F)	E.D. in consultation with CGM (F&A)	CGM in consultation with Dy. CAO	GM in consultation with Dy. CAO/AO	SE in consultation with Dy. CAO/AO	EE (Hyd) in consultation with DA*
7.11	42	To sanction execution and the rates to be paid for items not provided in the order/At (Non schedule)	Up to Rs. 100 Lakhs	Up to Rs. 50 Lakhs	upto Rs. 25 Lakhs.	Up to Rs. 10 Lakhs	Up to Rs. 5 Lakhs	Up to Rs. 1.0 Lakhs	--

* **EE as divisional incharge of Small Hydro Power Station.**

Remarks:

42 As per clause 7.11, the limits specified are the total value of all the non scheduled items that the competent authority can sanction against a particular work. While sanctioning the extra items, the following practice shall be accepted.

- a) The Non-schedule item rate to be sanctioned shall be as per the current schedule of rates of Govt. Department such as public work/irrigation/public health based on rates for similar items of work in the order modified to the extent due to change in specifications.
- b) In case of the procedure as above, can not be adopted for finalizing the Non-schedule items detailed rate analysis shall be made and got approved by the next higher authority before sanctioning the non-schedule items.
- c) In all cases the total cost of non schedule items sanctioned against a particular work order by various authorities upto the level of CGM shall not exceed 5% of work order value.
- d) In case an non-schedule item has been substituted against an ordered item by deleting the ordered item, the difference in value of these particular non-schedule items and value of the deleted ordered item shall only be considered for the purpose of the clause
- e) Beyond the powers of MD, Company Board has full powers.

8) AWARD OF CONSULTANCY SERVICES.

Sr. No.	Remark No.	Nature of Powers	E.D. in consultation with CGM (F&A)	CGM in consultation with Dy. CAO	GM in consultation with Dy. CAO/ AO	SE in consultation with Dy. CAO/ AO	EE (Hyd) in consultation with DA *
8.1		Utilisation of services of expert consultant institutes other than Government Undertakings on					
8.1.1	24	Single quotation basis	Up to Rs. 15 Lakhs	Upto Rs. 3 Lakhs	UptoRs. 1 Lakh	Upto Rs. 50000/-	Upto Rs. 10000/-
8.1.2	24,25	Limited enquiry	Up to Rs. 30 Lakhs	Up to Rs. 5 Lakhs	Upto Rs. 2 Lakhs	Upto Rs. 1 Lakh	Upto Rs. 25000/-
8.1.3		Open Tender	Upto Rs. 50 Lakhs	Upto Rs. 15 Lakhs	Upto Rs. 5 Lakhs	Upto Rs. 2 Lakhs	Upto Rs. 50000/-
8.2	43	Utilisation of services of experts, consultants, institutes for matters concerning to Software development					
8.2.1		Single quotation basis	Upto Rs. 5 Lakhs	Upto Rs. 1 Lakhs	Upto Rs. 50000/-	Upto Rs. 25000/-	--
8.2.2		Limited enquiry	Upto Rs. 10 Lakhs	Upto Rs. 2.5 Lakhs	Upto Rs. 1 Lakh	Upto Rs. 50000/-	--
8.2.3		Open Tender	Upto Rs. 25 Lakhs	Upto Rs. 4 Lakhs	Upto Rs. 2 Lakh	Upto Rs. 1 Lakh	-
8.3		Utilisation of services of Govt. Institutes/Undertakings on single quotation basis.	Full Powers	Upto Rs. 10 Lakhs	Upto Rs. 5 Lakhs	Upto Rs. 3 Lakhs	Upto Rs. 1 Lakh
8.4		Utilisation of services of BHEL, Siemens etc or OEM during overhaul or in emergent circumstances on single quotation basis.	Full Powers	Upto Rs. 25 Lakhs	Upto Rs. 10 Lakhs	Upto Rs. 5 Lakhs	Upto Rs. 2 Lakh

* **EE as divisional incharge of Small Hydro Power Station.**

Remarks :

43. Clause 8.2 is provided to cater to the development of some local software required by the Power Station. However, under this clause, software dealing with entire Mahagenco is not covered.

9) PLACING OF ORDER ON DGS&D RATE CONTRACT.

Sr. No.	Remark No.	Nature of Powers	E.D. in consultation with CGM (F&A)	CGM in consultation with Dy. CAO	GM in consultation with Dy. CAO/ AO	SE in consultation with Dy. CAO/ AO	EE (Hyd) in consultation with DA*
9.1		Placing of order on DGS&D Rate Contract following the Rate Contract procedure.	**Full Powers	**Full Powers	**Full Powers	**Full Powers	--
9.2		Placing of order outside DGS&D Rate Contract in respect of material available against Rate Contract items at the same or lower rate than those prevailing under rate contract on conditions which are no less favourable than those of DGS&D Rate Contract.	Upto Rs. 5 Lakhs	Upto Rs. 1 Lakh	Upto Rs. 50000/-	Upto Rs. 50000/-	--
9.3	44	Placing of Rate Contract by following prescribed procedure.	**Full Powers	**Full Powers	**Full Powers	**Full Powers	**Full Powers
9.4	45	Placing of work order of repeated nature for work on Rate List basis to different contractors.	**Full Powers	**Full Powers	**Full Powers	**Full Powers	**Full Powers

* EE as divisional incharge of Small Hydro Power Station.

** Full Powers means powers limited towards placement of order in DOP under appropriate clauses.

Remarks :

44. Under Clause 9.3 :

- a. Whenever it is advantageous to have supply of material at a steady pace over a period of time then such contracts can be placed by following a prescribed procedure of tenderization/limited enquiry and deferred delivery schedule resorted to.

- b. Material such as bearings, medicines, consumable materials can be procured through rate contract. However, it is to be ensured that no price variation be granted during the tenure of rate contract period.
 - c. While placing the rate contract order, condition be incorporated that minimum 60% quantity will be lifted by Mahagenco against the order placed on Rate Contract basis. Similarly, the bidder will have to give an undertaking that 120% of the quantity included in the Rate Contract shall be supplied by the bidder on the same rate, terms and conditions.
45. Clause 9.4 may be operated for repeated nature of works such as grass cutting, painting, welding etc. For this purpose, prescribed procedure of tenderization be followed and rate fixed for a certain period, say one year or two years. Selected items through this procedure can be got done through a contractor who is ready to do the work as per the rate fixed as above.

10) TIME LIMIT EXTENSION AND REDUCTION/WAIVAL OF L.D.

Sr. No.	Remark No.	Nature of Powers	E.D. in consultation with CGM (F&A)	CGM in consultation with Dy. CAO	GM in consultation with Dy. CAO/ AO	SE in consultation with Dy. CAO/ AO	EE (Hyd) in consultation with DA *
10.1	46	Permitting the contractor to execute works/supply items beyond contractual time limit without prejudice to the right of recovery of penalty/liquidated damages.	Full Powers for all orders.	Full Powers for orders placed by himself or lower officer.	Full Powers for orders placed by himself or lower officer.	Full Powers for orders placed by himself or lower officer.	Full Powers for orders placed by himself.
10.2	47	Grant of extension of time limit with/or without levy of penalty/liquidated damages including condonation for delay in applying for extension of time limit by the contractor	Full Powers for all orders.	Full Powers for tenders accepted by himself or lower officer.	Next Higher Authority towards tenders accepted by himself.	Next Higher Authority towards tenders accepted by himself.	--
10.3		Review of decision of Competent Authority under clause 10.2 above	Full Powers	--	--	--	

* **EE as divisional incharge of Small Hydro Power Station.**

Remarks:

46. Under clause 10.1 :

- a. If the price variation is applicable, then the payment thereof during extended period will not be considered and it will be limited to the payment on the basis of scheduled date of completion/supply of material.
- b. Consultation of Accounts/Audit is not necessary.

47. Under clause 10.2,

- a. Where the delay is attributed to the contractor/supplier apart from levy of penalty, the price variation if payable under the contract, then the payment of same should be limited to that on the basis of scheduled date of completion of work/supply. In such cases the payment to the contractor due to increase in statutory taxes/duties shall also be limited to that applicable on the contractual date of completion of work/supply.
- b. Where the delay is not solely attributed to the contractor and price variation is applicable to the contract and extension of time limit is granted without levy of penalty, the competent authority may decide to pay the price variation based on actual date of execution/supply. The competent authority has right to admit the claim of statutory variations under above circumstances.
- c. Where the delay is not attributable to the contractor, the price variation shall become payable at actual including statutory charges and foreign exchange variation.

11) DEVELOPMENT OF ITEMS:

Sr. No.	Remark No.	Nature of Powers	E.D. in consultation with CGM (F&A)	CGM in consultation with Dy. CAO	GM in consultation with Dy. CAO/ AO	SE in consultation with Dy. CAO/ AO
11.	48,50, 51	Development of spares/item as a substitute for OES/OEM/imported which is cost effective.				
11.1		Identification and selection of vendors.	Full Powers	***Full Powers	***Full Powers	***Full Powers
11.2		Approval of issue of advertisement/enquiry to one or more parties.	Full Powers	***Full Powers	***Full Powers	***Full Powers
11.3		Nomination of a committee for negotiation with the vendors selected for issue of Trial/Development order.	Full Powers	***Full Powers	***Full Powers	***Full Powers
11.4		Approval of award of Trial/Developmental – order as per negotiated terms.	Upto Rs. 15 Lakhs	Upto Rs. 5 Lakh	Upto Rs. 2 Lakhs	Upto Rs. 1 Lakh
11.5	49	Extension of deliveries/modification in terms/Increase or decrease in quantities/repeat order on the same terms or modified terms.	Full Powers	***Full Powers	Next Higher Authority towards tenders accepted by himself.	Next Higher Authority towards tenders accepted by himself.

***** These powers will be exercised by Power Station Incharges only**

Remarks :

48. Powers to be utilized for development of O&M Spare part items only and not for development of scheme or entire equipment.
49. Repeat order may be placed for a period of 3 years treating this developed item as a proprietary item subject to its technical acceptance.
50. Quarterly review to be taken at Corporate office for placement of such developed items and its performance.
51. Matter to be reported to E.D. & CGM (F&A) after placement of order, in case of single quotation.

12) REPAIRS AND MAINTENANCE OF VEHICLES & HIRING OF VEHICLES:

Sr. No.	Remark No.	Nature of Powers	E.D. in consultation with CGM (F&A)	CGM in consultation with Dy. CAO	GM in consultation with Dy. CAO/ AO	SE in consultation with Dy. CAO/ AO	EE (Hyd) in consultation with DA
12.1	52	Staff vehicle by distinguished visitors or when requested by Govt. Department for use of any distinguished visitor or any special officer.	Full Powers	***Full Powers	***Full Powers	***Full Powers	***Full Powers
12.2		To reimburse taxi fare for movement of staff for other works of the department.	Full Powers	Rs. 3000/- on each occasion	Rs. 2000/- on each occasion	Rs. 1000/- on each occasion	Rs. 200/- on each occasion.
12.3		Payment of statutory duties such as motor vehicle tax.	Full Powers	***Full Powers	***Full Powers	***Full Powers	***Full Powers
12.4	53	To hire taxi or any other vehicle for movement of VIPs or officers for supervision/official work.	Full Powers	***Full Powers	***Full Powers	***Full Powers	***Full Powers

***** These powers are to be exercised by Power Station Incharges only.**

Remarks :

52. Under clause 12.1 whenever Govt. Department/officer use the vehicle, entry in log book should be taken.
 - i) In case of use by Govt. Department, charges shall be levied as per rules.
 - ii) In case, no charges are to be levied, approval of next higher authority to be taken.
53. The powers under clause 12.4 can be exercised subject to condition
 - i) That the officer hiring taxi/vehicle shall record the specific reason for hiring.
 - ii) To ensure that the expenditure is in the interest of work.
 - iii) To satisfy that the rates are reasonable.

Sr. No.	Remark No.	Nature of Powers	E.D. in consultation with CGM (F&A)	CGM in consultation with Dy. CAO	GM in consultation with Dy. CAO/ AO	SE in consultation with Dy. CAO/ AO	EE (Hyd) in consultation with DA
12.5	54,55,56, 57,58	Repairs and maintenance of departmental motor vehicle	Full Powers beyond limit given in Table Below	Upto the limit specified in Table below	Upto the limit specified in Table below	Upto the limit specified in Table below	Upto the limit specified in Table below

Remarks:

54. These powers shall be exercised by Power Station Incharges.
55. Limits for routine maintenance as per clause 12.5 is given as per Table-I given below :

Table

Sr. No.	Km. Slab/limit		Light Vehicle	Medium Vehicle	Heavy Vehicle
	From	To			
1.	0	30000	5000/-	10000/-	10000/-
2.	30001	60000	10000/-	10000/-	15000/-
3.	60001	90000	20000/-	25000/-	25000/-
4.	90001	120000	7500/-	15000/-	20000/-
5.	120001	150000	7500/-	25000/-	60000/-
6.	150001	180000	20000/-	15000/-	10000/-
7.	180001	210000	10000/-	10000/-	12000/-
8.	210001	240000	10000/-	10000/-	12000/-
9.	240001	270000	25000/-	20000/-	15000/-
10.	270001	300000	10000/-	25000/-	50000/-
11.	300001	330000	10000/-	10000/-	10000/-
12.	330001	360000	30000/-	20000/-	10000/-
13.	360001	400000	10000/-	30000/-	50000/-
14.	400001	450000	10000/-	15000/-	15000/-
15.	450001	480000	25000/-	20000/-	15000/-
16.	480001	510000	10000/-	30000/-	50000/-
17.	510001	540000	10000/-	10000/-	15000/-
18.	540001	570000	30000/-	25000/-	15000/-
19.	570001	600000	10000/-	30000/-	50000/-
20.	600001		10000/-	15000/-	15000/-

The prescribed limited for routine maintenance do not include cost of fuel, lubricants and oils, cost of tyres & tubes and remolding thereof, purchase of tyres and tubes, replacement of battery.

56. If the expenditure limit of particular slab given in table is not utilized then the same may be permitted to carry over for further slab.
57. For carrying out repairs and maintenance, it should be got done from an approved agency.
58. In case of road site failure, expenditure upto Rs. 5000/- over and above the limits given in Table can be approved by officer incharge.

13) HIRING OF WAGONS, LOCOS, TOOLS & PLANTS etc.

Sr. No.	Remark No.	Nature of Powers	E.D. in consultation with CGM (F&A)	CGM in consultation with Dy. CAO	GM in consultation with Dy. CAO/AO	SE in consultation with Dy. CAO/AO	EE (Hyd) in consultation with DA*
13.	60,61,62	Hiring of wagons, locos, Bull dozer, tools and plants and other equipments for works relating to the Power Station.	**Full Powers	**Full Powers	**Full Powers	**Full Powers	**Full Powers

* EE as divisional incharge of Small Hydro Power Station.

** Full Powers means powers limited to financial limites given in DOP for placement of order under appropriate clause.

Remarks:

60. These powers shall be exercised by Power Station Incharges.

61. It is to be ensured that the equipment is not readily available with the Company and it should be recorded.

62. Normal procedure of invitation of quotations/tender to be followed.

14) PURCHASE OF STEEL, CEMENT, FUEL OIL etc.

Sr. No.	Remark No.	Nature of Powers	E.D. in consultation with CGM (F&A)	CGM in consultation with Dy. CAO	GM in consultation with Dy. CAO/ AO	SE in consultation with Dy. CAO/ AO	EE (Hyd) in consultation with DA *
14.1	63,64,65, 66	Purchase of items under Govt. administrative price policy such as Petrol, HSD, Lubricants and secondary fuel.	**Full Powers	**Full Powers	**Full Powers	**Full Powers	**Full Powers

* EE as divisional incharge of Small Hydro Power Station.

** Full Powers means powers limited to financial limits given in DOP for placement of order under appropriate clause.

Remarks :

63. Drawal of secondary fuel shall be as per the requirements of Power Station and against order placed by H.O.
64. Purchase of Petrol/HSD and payment thereof shall be done by field officers as per the administrative price applicable to Govt. organizations.
65. Drawal of lubricants shall be against H.O. order. However, the payment will be released by field officers.
66. In case of urgency, the Power Station incharge can procure secondary oil, lubricants & grease as per requirements.

Sr. No.	Remark No.	Nature of Powers	E.D. in consultation with CGM (F&A)	CGM in consultation with Dy. CAO	GM in consultation with Dy. CAO/ AO	SE in consultation with Dy. CAO/ AO	EE (Hyd) in consultation with DA *
14.2	67,68,69, 70,71	Purchase of SAIL or any other Steel producing authority and placement of order/procurement from main steel producer such SAIL, Jindal, TATA etc.	**Full Powers	Up to Rs. 30 Lakhs	Up to Rs. 20 Lakhs	Up to Rs. 10 Lakhs	Up to Rs. 1 Lakh

* EE as divisional incharge of Small Hydro Power Station.

** Full Powers means powers limited to financial limits given in DOP for placement of order under appropriate clause.

Remarks:

67. Prices fixed by Steel Controlling Authority or the manufacturer from their stock yard may be accepted.
68. The competent authority shall also be competent to accept the terms and conditions prescribed by SAIL or main producer of steel.
69. For procurement of steel from any other than main producer, prescribed procedure of invitation of tender/enquiry should be followed.

70. Field offices can procure steel of any quantity as per their requirements and there is no bar for minimum quantity to be procured.
71. The clause is for meeting the urgent requirements of Plant and such purchases be reported to H.O.

Sr. No.	Remark No.	Nature of Powers	E.D. in consultation with CGM (F&A)	CGM in consultation with Dy. CAO	GM in consultation with Dy. CAO/ AO	SE in consultation with Dy. CAO/ AO	EE (Hyd) in consultation with DA *
14.3	72,73,74	Procurement of Cement.	**Full Powers	Up to Rs. 30 Lakhs	Up to Rs. 20 Lakhs	Up to Rs. 10 Lakhs	Up to Rs. 5000/-

* **EE as divisional incharge of Small Hydro Power Station.**

** **Full Powers means powers limited to financial limits given in DOP for placement of order under appropriate clause.**

Remarks :

72. Prices fixed by Cement Controlling Authority and their stock yard or cement companies may be accepted.
73. For purchase of cement from other than main purchase agents or sole sailing agents, prescribed procedure of tenderisation/quotations should be followed.
74. Authority prescribed shall be competent to accept standard terms & conditions prescribed by the Cement Controlling Authority or any other similar authority or Cement Producers.

Sr. No.	Remark No.	Nature of Powers	E.D. in consultation with CGM (F&A)	CGM in consultation with Dy. CAO	GM in consultation with Dy. CAO/ AO	SE in consultation with Dy. CAO/ AO	EE (Hyd) in consultation with DA
14.4		Procurement of Murum, metal etc.	**Full Powers	**Full Powers	**Full Powers	**Full Powers	**Full Powers

** **Full Powers means powers limited to financial limits given in DOP for placement of order under appropriate clause.**

15) DEPOSITARY WORK, SHARING OF PROFIT/SAVING FROM ENERGY CONSERVATION :

Sr. No.	Remark No.	Nature of Powers	E.D. in consultation with CGM (F&A)	CGM in consultation with Dy. CAO	GM in consultation with Dy. CAO/ AO	SE in consultation with Dy. CAO/ AO	EE (Hyd) in consultation with DA*
15.1	75,76	Execution of works / Services pertaining to Mahagenco Schemes which are necessarily to be carried out by Govt. Deptt., Municipality Corp., Zilla Parishad, Rites with deposit of payments.	**Full Powers	Upto Rs. 10 Lakhs	Upto Rs. 5 Lakhs	Upto Rs. 2 Lakhs	Up to Rs. 50000/-
15.2	75	Execution of works / Services pertaining to Mahagenco Schemes which they are necessarily to be carried out by outside parties/agencies other than those covered above.	Upto Rs. 10 Lakhs	Upto Rs. 2 Lakhs	--	--	--
15.3	75,77	Sharing of profits/savings arriving of energy conservation scheme implemented by Govt./Private parties.	**Full Powers	**Full Powers	**Full Powers	--	--

* EE as divisional incharge of Small Hydro Power Station.

** Full Powers means powers limited to financial limits given in DOP for placement of order under appropriate clause.

Remarks :

75. These powers shall be exercised by Power Station Incharges.

76. Under clause 15.1, only those works are to be carried out under deposit work which fall under the jurisdiction of Govt. agencies and it is obligatory on the part of Mahagenco to get these works through such agencies only.

77. Clause 15.3 :

- b. To be operated for implementation of energy conservation/schemes equipment and Energy Conservation Services.
- c. Before accepting the proposal, energy audit alongwith benchmark of existing energy consumption, should be worked out.
- d. CGM/GM will initiate the proposal and exercise the powers in concurrence with local Audit with due approval of E.D.
- e. Agency to be selected by following Company's prescribed policy/procedure.

16) ACCEPTING MATERIAL ON RETURNABLE BASIS:

Sr. No.	Remark No.	Nature of Powers	E.D. in consultation with CGM (F&A)	CGM in consultation with Dy. CAO	GM in consultation with Dy. CAO/ AO	SE in consultation with Dy. CAO/ AO
16.1		Accepting/issue on returnable basis steel, Cement and other material equipment from other Power Station or from other local body not below the level of Z.P./Municipality.	Upto Rs. 2 Lakhs at a time (Annual limit Rs. 20 Lakhs)	Upto Rs. 2 Lakhs at a time (Annual limit Rs. 10 Lakhs)	Upto Rs. 1 Lakh at a time (Annual limit Rs. 5 Lakhs)	Upto Rs. 50000/- at a time (Annual limit Rs. 2.50 Lakhs)
16.2		Issue or acceptance on returnable basis of materials and equipments to Board's contractors for Power station work in contingent conditions and urgency against proper indemnity Bond.	Upto Rs. 20 Lakhs	Upto Rs. 10 Lakhs	Upto Rs. 8 Lakhs	Upto Rs. 5 Lakhs
16.3	78	Acceptance or issue on returnable basis of O&M spares in case of urgency from other Power Utilities/SEBs	Upto Rs. 100 Lakhs	Upto Rs. 40 Lakhs	--	--

Remarks :

78. Under clause 16.3, prior concurrence of Next Higher Authority to be obtained.

17) SALE OF COAL ASH REJECTS OF COAL MILLS etc.

Sr. No.	Remark No.	Nature of Powers	E.D. in consultation with CGM (F&A)	CGM in consultation with Dy. CAO	GM in consultation with Dy. CAO/ AO	SE in consultation with Dy. CAO/ AO
17.		Sale of coal ash, rejects of coal mills, refused fuel/lubricating oils after following the normal procedure prescribed by Mahagenco.	**Full Powers	**Full Powers	**Full Powers	**Full Powers

**** These powers are to be exercised by Power Station Incharges only. Further Full power means power given in DoP under appropriate clauses.**

Section III

Chapter – 1, Miscellaneous Matters

Chapter – 2, Accounts Related Matters.

Chapter – 3, Legal Matters.



Section - III

Chapter – 1

Delegation of Powers in respect of

“Miscellaneous matters”

While implementing DoP, the user should refer to the “Remarks” & “Special Note” appearing at the end of the item. For ease of reference, relevant remark numbers are given in separate column titled as “Remark

No.”

Miscellaneous matters.

Sr. No.	Remark No.	Nature of Power	Head Office		Field Offices	
			Authority	Limit	Authority	Limit .
1.	1	a) Purchase of office equipments such as fax machine, zerox, computer etc new or on buy-back principle.	E.E. S.E. G.M. C.G.M. E.D. Dir.(Op) M.D.	Rs. 20000/- Rs. 50000/- Rs. 1 Lakh. Rs. 3 Lakh. Rs. 10 Lakh. Rs. 15 Lakh. Upto Rs.10 Cr.	E.E. *** S.E. *** G.M. *** C.G.M. ***	Rs. 20,000/- Rs. 50,000/- Rs. 1 Lakh. Rs. 2 Lakh.
	2	b) Hiring of office equipments.	EE. SE G.M. C.G.M. E.D. Dir.(Op.) M.D.	Rs. 10000/- Rs. 25000/- Rs. 50000/- Rs. 1.5 Lakhs Rs. 5 Lakhs Rs. 7.5 Lakhs Full Powers	E.E. *** S.E.*** G.M. *** C.G.M. ***	Rs. 10000/- Rs. 25000/- Rs. 50000/- Rs. 1 Lakh
2.		Servicing and repairs of office equipment.	Officer nominated by Head of Department	Full Powers	Officer nominated by Power Stn. Incharge	Full Powers
3.		Purchase of stationery drawing materials, printed forms, printed log book, records etc.	E.E. S.E. G.M. C.G.M. E.D. Dir.(Op) M.D. Co..Board.	Rs. 20 Lakh. Rs. 50 Lakh. Rs. 1 Crore. Rs. 1.5 Crore. Rs. 3 Crore. Rs. 5 Crore. Rs. 10 Crore. Full Powers.	E.E. *** S.E. *** G.M. *** C.G.M. ***	Rs. 50,000/- Rs. 2 Lakh. Rs. 5 Lakh. Rs. 15 Lakh.
4.	4	Expenditure on ceremonial functions/sports.	Head of Deptt.	Rs. 2000/- (on each occasion)	E.E. ***	Rs. 1000/- (on each occasion)
			E.D.	Rs. 5000/- (on each occasion)	G.M. ***	Rs. 2000/- (on each occasion)
			Dir.(Op)/ Dir(Fin.)	Rs. 15,000/- (on each occasion)	C.G.M. ***	Rs. 3000/- (on each occasion)
			M.D.	Full Powers.		
5.		To sanction water coolers/Air coolers for office.	C.G.M. & above.	Full Powers	S.E.& above as incharge.	Full Powers

*** As Power Station or independent office incharge.

Remarks:

1. Under clause No. 1 (a), purchases can be done by following the prescribed procedure subject to approval under "General Asset Budget" by H.O. For purchase of above equipments on buy back principle, it should be ensured that the buy back amount is more than the depreciated value.
2. Under clause 1 (b), it will be ensured that the equipment is not readily available & prescribed procedure is followed. Hiring of equipments should not be on continuous basis, but for a reasonable period.
3. Under clause No. 2, officer nominated should be not below pay Gr. I.
4. Under clause No. 4 for field offices, powers are delegated to Power Station incharge or office incharge in the field.

NOTE:

1. Under clause No. 1, 2 & 3, in case of H.O. powers are delegated to CPA against valid indent and approved note from the concerned department.

Sr. No.	Re-mark No.	Nature of Powers	Head Office		Field Offices	
			Authority	Limit	Authority	Limit
6.	5	Levy of fees for furnishing information required as per Right to Information Act.	Officer nominated by Head of Deptt.	Full Powers	Officer nominated by Head of Deptt.	Full Powers
7.	6	Incurring petty office expenses and contingencies including sundry charges.	Dy.E.E./APO/AO & Equ.	Rs. 200/- at a time.	Dy.E.E./APO/AO & Equ.	Rs. 200/- at a time.
			E.E./Dy.CAO & Equ.	Rs. 500/- at a time	E.E./Dy.CAO & Equ.	Rs. 500/- at a time.
			Jt. C.A.O./ E.O. & Equ.	Rs. 750/- at a time.	Jt. C.A.O./ E.O. & Equ.	Rs. 750/- at a time.
			S.E.	Rs. 1000/- at a time.	S.E.	Rs. 1000/- at a time.
			G.M.	Rs. 2000/- at a time.	G.M.	Rs. 2000/- at a time.
			C.G.M.	Rs. 3000/- at a time.	C.G.M.	Rs. 3000/- at a time.
			E.D.	Rs. 10000/- at a time.		
		Dir.(Op)/ Dir.(Fin.)	Rs. 15000/- at a time.			
8.		Sanction for installation of telephones, telex, PBX, PABX, fax, e-mail, internet etc., in office and residential telephone subject to applicable policy /guidelines etc.,	E.D.	Full Powers	C.G.M./G.M./ S.E. as incharge of Power Station or independent office incharge.	Full Powers
9.		Expenditure on exhibitions sponsored by State or Central Govt.	E.D.	Rs. 5000/- on each occasion.	--	--
			Dir. (Op.)/ Dir. (F)	Rs. 25000/- on each occasion.		
			M.D.	Full Powers		
10.		Expenditure on exhibitions, fairs etc. sponsored by private agencies.	M.D. in consultation with Director (F)	Up to Rs. 50000/-	--	--

Remarks :

5. Under clause 6, as per the Right to Information Act, it is necessary to furnish the information. For this purpose, fees can be levied as per guide lines in the Act.
6. Under clause 7, GM as Power Station or independent office incharge shall have powers up to Rs. 3000/- at a time.

Sr. No.	Re-mark No.	Nature of Power	Head Office		Field Office	
			Authority	Limit	Authority	Limit
11.	7	To sanction advertisement for promotional activities.	C.G.M.	Rs. 5000/- at a time, annual limit 25000/-	S.E. ***	2500/- At a time, annual limit Rs.5000/-
			E.D.	Rs. 10000/- At a time, annual limit 1,00,000/-	G.M. ***	2500/- At a time, annual limit 10000/-
			Dir.(Op)	Rs. 50,000/- At a time	C.G.M. ***	10000/- At a time, annual limit Rs.1 Lakh.
			M.D.	Full Power		
12.	8	Sanctioning of clothing for employees on the Standard prescribed by Mahagenco.	CGM (HR) may nominate E.O.	Full Powers	Officer nominated by Power Station Incharge Or independent office.	Full Powers.
13.		To grant Honorarium to in house faculties for imparting training.	CGM & above	Full Powers	CGM/GM/ SE***	Full Powers
14.		Deputing employees for training in India as per guidelines/ programme/policy.	E.D. & above	Full Powers	CGM/GM/ SE ***	Full powers for less than 5 days period & no fees.
15.	9	Approval for purchase of books, technical journals, periodicals, magazines, newspaper etc., subject to budget provision and subject to entry of books in the library/s accession register.	Jt.CAO/Dy.CA O/E.O./E.E. & Equ.	2000/- per annum	Jt.CAO/Dy.CAO/E.O./E.E. & Equ.	2000/- per annum.
			S.E.	5,000/- per annum.	S.E.	5,000/- per annum.
			G.M.	7500/- per annum.	G.M.	7500/- per annum.
			CGM	10,000/- per annum.	C.G.M.	10,000/- per annum.
			E.D. & above	Full powers.		

*** As Power Station or independent office incharge.

Remarks:

7. Under clause 11, provision is made for giving advertisement in news paper for promotional activities.
8. Under clause No. 12, officer to be nominated should not be below Pay Gr. I.
9. Under clause 15, the powers are for purchase of Technical/Non Technical books & periodicals including copies of the Act, Rules and other reference books.

Sr. No.	Remark No.	Nature of Power	Head Office		Field Office	
			Authority	Limit	Authority	Limit
16.		Incurring of expenditure on postage, telegrams, revenue stamps etc.	SE/EO/Jt. CAO /Dy. CAO as the case may be.	Full Powers	SE/E.E/ /Dy. CAO/ Jt.CAO/ Dy.E.O.for their respective section.	Full Powers
17.		Authorize and make payment of penalty and/or interest charges imposed on Mahagenco or any Mahagenco officer/official by any Court and/or Judicial Magistrate, State or any other statutory authority on account of non compliance of statutory provisions or violating any law provided and the competent authority is satisfied that the officer concerned was not personally responsible for the offence/original breach or non compliance etc.	CGM E.D. Dir.(Op) in consultation with Dir.(Fin.)/ Dir.(HRD) M.D.	Rs. 5000/- Rs. 10000/- Rs. 25000/- Full Powers	S.E.*** G.M.*** C.G.M.***	Rs. 1500/- Rs. 3000/- Rs. 5000/-
18.		To approve award of contract for engaging Security Guards for Power Station & Colony area and vital installations of Mahagenco by following prescribed procedure.	E.D.	Full Powers.	CGM/GM/ SE ***	Full Powers.
19.		Insurance as per rules a) Of Stores,Plant and equipments. b) During transit c) During erection & Commissioning. d) In other cases including Personnel viz Cashier & other staff handling cash. e) Vehicles.	EE (St)/Jt. CAO/SE/GM/ CGM as the case may be	Full Powers	Power Stn. Incharge or independent office incharge.	Full Powers
20.		Entertainment in connection with visits of VIPs, important suppliers/ Sr. Government or Govt. Undertaking officers etc. and conference and meetings.	E.E./ Dy.CAO & Equ. Jt.CAO/E.O/ CIRO & Equ. S.E. G.M. C.G.M. E.D. Director (Op.) / Director (F)/Director (HR) M.D.	Rs. 1500/- per annum. Rs. 4000/- per annum Rs. 1000/- on each occasion with annual limit of Rs. 5000/- Rs. 3000/- on each occasion with annual limit of Rs. 15000/- Rs. 7500/- on each occasion. Rs. 15000/- on each occasion Full Powers Full Powers	E.E./ Dy.CAO & Equ. Jt.CAO/E.O/ CIRO & Equ. S.E. * G.M. * C.G.M.	Rs. 1500/- per annum. Rs. 4000/- per annum Rs. 1000/- on each occasion with annual limit of Rs. 5000/- Rs. 3000/- on each occasion with annual limit of Rs. 15000/- Rs. 7500/- on each occasion

* SE/GM as Power Station incharge or independent incharge shall have power on par with CGM.

21	10	i) Recording of measurements for works	Sub-Engr./ JE as the case may be.	Full Powers	Sub-Engr./ JE as the case may be.	Full Powers
	11	ii) Percentage check on measurements.	AE/Dy.EE as the case may be EE incharge of works	Full Powers subject to remarks. Full Powers subject to remarks	AE/Dy.EE incharge as the case may be EE incharge of works	Full Powers subject to remarks. Full Powers subject to remarks.
22.		Condonation of irregularities in connection with recording of measurement subject to satisfactory proof of receipt of material correctly where materials were directly dispatched to Works site. a) Minor irregularities. b) Late recording for materials which are susceptible for post facto measurements.	Head of Deptt./ GM/SE	Full Powers	CGM/GM/ SE/EE ***	Full Powers
23.	12	i) Payment of R.A. bills.	EE/SE	Full Powers	EE/SE	Full Powers as incharge.
	13	ii) Payment of final bills	SE/GM CGM	Up to their limit of acceptance of tender. Full Powers	EE/SE GM	Up to their limit of acceptance of tender. Full Powers
24.	14	Authorizing expenditure and waiving recovery of demurrage or warfage charges.	EE(St) in consultation with Dy.CAO	Rs. 2000/-	EE (Hyd) in con- sultation with D.A.***	Rs. 1000/-
			SE in consultation with Jt.CAO	Rs. 20000/-	SE in con- sultation with AO/ Dy.CAO ***	Rs. 10000/-
			GM in consultation with GM(F)	Rs. 50000/-	GM in consul- tation with Highest Officer from Acctt.side***	Rs. 5000/-
			CGM in consultation with GM(F)	Full Powers	CGM in consultation with Dy. CAO/Jt. CAO ***	Full Powers
25.	15	Authorising extra expenditure in case of dispatch by air instead of the mode specified in the order.	CGM	Rs. 50000/-	CGM	Rs. 50000/-
			ED Dir.(Op) in consultation with Dir.(F)	Rs. 1 Lakh Full Powers		

26.		Authorising payment which are obligatory under the statute.	CGM/ GM/SE	Full Powers	CGM/GM/ SE/EE ***	Full Powers
27.		Authorising extra expenditure in case of dispatch by any mode other than specified in order.	SE GM CGM	Rs. 10000/- Rs. 15000/- Full Powers	EE (Hyd) *** SE *** GM *** CGM ***	Rs. 2000/- Rs. 10000/- Rs. 15000/- Full Powers

***** As Power Station Incharge or independent office incharge.**

Remarks :

10. Under clause 21 (i) & (ii), CGM can nominate officer other than those mentioned in this clause for recording or checking of measurements due to exigency of work subject to report to E.D.
11. Under clause 21 (ii), for works underground or works not available for subsequent checks, such as re-inforcement in the concrete members, 100% checks to be exercised. For works above ground and available for subsequent checks, 50% check to be exercised. EE incharge of works shall exercise 10% check to both for works below ground and not available for subsequent checks as well as for works above ground and available for subsequent checks.
12. Under clause 23 (i),
 - a) in case of lumpsum contract, payment may be made for unit of works up to 90% of the assessed value of the completed work.
 - b) All RA bills irrespective of whether work orders have been placed by HO or field office, are to be passed and paid by EE/SE up to any limit by drawing more than one cheques if necessary to the extent of the measurement taken and advance payment bill to the extent of value of work subject to the following provision.
 - i) EE/SE incharge of the office are authorized to make 75% of the payment as advance on the work done by the contractor which is assessed but not measured and recorded. The advance is to be adjusted immediately.
 - ii) EE/SE as incharge of the office are also authorized to make 75% of payment on the RA bills with measurement and without pre-audit after adjustment of advance paid, if any under (i) above. Such payments should be adjusted after auditing the RA bill.
 - c) Before the RA bill is passed officer recording measurements and exercising checks shall certify on each RA bill about having recorded / checked the measurements and that the work is as per specifications.
 - d) Officers exercising checks shall also indicate the measurements which they have checked.
 - e) Officer exercising checks shall cover as many items as possible in their checks.
13. Under clause 23 (ii),
 - a. Re-recording of all measurements recorded in RA bills is not necessary for the purpose of final bill. However, itemwise quantities of measurements already recorded in the various RA bills shall be brought forward in a consolidated form in the measurement book for the purpose of final bill.
 - b. For the purpose of final bill, percentage checks only in respect of measurements recorded in the final bill are necessary and no further checks on the measurements already recorded in the RA bills are required.
 - c. The powers may be exercised subject to satisfactory completion of works and settlement of any variations from the contract.
 - d. All the final bills must be technically scrutinized and audited.
14. Under clause 24, full justification should be recorded in writing.

15. Under clause 25, in case of imported items, E.D. will have full powers.

Sr. No.	Re-Mark No.	Nature of Powers	Head Office		Field Office	
			Authority	Limit	Authority	Limit
28.	16	Grant of compensation for tree etc. and /or grant of compensation of damages to standing crops.	--	--	EE/SE/GM / CGM ***	Full Powers
29.		Payment of deposit to outside parties for tools/ plants equipment (whenever it is required on hire).	Head of Deptt. in consultation with CGM(F&A) Dir.(Op) in consultation with Dir.(F)	20000/- Full Powers	SE GM/CGM	10000/- Full Powers
30.		Purchase of medicines, drugs/injection and disposables etc., not included in schedule of drugs if and when epidemic break out in nearby area (Applicable where company's dispensary is functioning)	--	--	SE *** GM *** CGM ***	Up to Rs. 1000/- at a time. Up to Rs. 2000/- at a time. Up to Rs. 5000/- at a time.
31.		To sanction payment on account of professional/ expertise/ management consultancy.	Dir.(Op) in consultation with Dir.(F) MD in consultation with Dir.(Op) & Dir.(F)	Rs. 25000/- on any one occasion. Rs. 50000/- on each occasion		
32.		To appoint professional for specialized work and to fix up and sanction their fee/expenses	Dir.(Op)/ Dir.(F)/Dir. (HR) M.D.	Full Powers Full Powers	-	-
33.		Fixing advertisement rates and revision/inclusion/deletion of newspapers in the Mahagenco approved list.	Dir. HR)/ CGM(HR)	Full Powers	-	-
34.		Use of seal.	Officer competent to execute agreement/ Deeds or instruments	Full Powers	--	--
35.		Fixing of sale price of publication of the company and also decide the free supply of company's publication.	CGM(HR)	Full Powers	-	-

***** Power Station or independent office incharge.**

Remarks:

16. Under clause 28,

- a) The sanctioning authority should satisfy about the amount to be paid by conducting panchnama with the help of Revenue/Gram Panchayat.
- b) Reporting of such payments is to be made to next higher authority.

Sr. No.	Re-Mark No.	Nature of Powers	Head Office		Field Office	
			Authority	Limit	Authority	Limit
36.	17	Taking on rent/hire accommodation for residential and office purpose.	Head of Deptt./ CGM ED in consultation with CGM(F&A) Dir.(Op) in consultation with Dir.(F) MD in consultation with Dir.(Op) & Dir.(F).	Rs. 25000/- Rs. 1 Lakh. Rs. 2 Lakh. Full Powers	CGM/GM/ SE as Power Stn. Or independent office incharge	Up to Rs. 10000/-
37.		Payment of advance rent/Deposit wherever involved.	Dir. (F)	Full Powers	CGM/GM/ SE as Power Stn. Or independent office incharge in consultation with Jt. CAO/ Dy. CAO	Amount equivalent to 3 months rent.
38.	18	i) To make advance payment to any Govt./Semi Govt./Private party in the interest of Board's work. ii) To make advance payment to the contractor other than (i) above.	Director (Op.) in consultation with Dir. (F) Director (Op.) in consultation with Dir. (F)	Full Powers Full Powers	-- Same authority who has accepted the tender, not below the rank of GM	-- Up to 10% of the value of order.
39.		Payment of brokerage towards Sr. No. 36 above wherever involved.	Dir. (F) M.D.	Equivalent to two months rent. Full Powers		
40.		To permit commercial or nationalized bank/co-operative societies to start business in the colony for the convenience of employees and to fix rent for the same as per Company policy.	--	--	CGM/GM/ SE as Power Stn. Incharge.	Full Powers
41.		To permit educational institutes to		--	CGM/GM/ SE	Full

		run schools in colony area and fix rent for the same as per rules & enter into agreement as per company policy.	--		as Power Stn. Incharge.	Powers
42..		To engage staff/school bus on hire basis by following tender procedure for employee's children or dependents.	--	--	CGM/GM/ SE as Power Stn. Incharge.	Full Powers
43..		To allot market shop in colony area and canteen in power station premises on rent /contract basis by following the company's prescribed procedure.	--	--	CGM/GM/ SE as Power Stn. Incharge.	Full Powers
44		To incur expenditure in respect of any matter for which no specific authority has been provided.	MD	Upto Rs. 10 Crores	-	-

Remarks:

17. Under clause 36,

- a) The cases of hiring residential accommodation should be decided in terms of company's policy and as amended from time to time.
- b) The limits prescribed for hiring of office accommodation etc. are inclusive of incidence of all taxes, duties cess etc. as may be applicable to the place.
- c) The cases of enhancement of rent after the expiry of original lease period should also be decided by the concerned officers who have been delegated powers for hiring of accommodation.
- d) In case the premises are required by the field officers specified herein for their own offices, the sanction of next higher authority should be obtained.

18. Under clause 38 (ii), the powers will be exercised by order placing authority in consultation with Finance/ Accounts. While deciding the cases for advance payment, following aspect should be taken into account.

- a. Company's Ways & Means position.
- b. Advance should be covered by a Bank Guarantee.
- c. Sanctioning authority may approve such other terms and conditions as may be deemed necessary in the over all interest of the company.

Section – III

Chapter – 2

Delegation of Powers in respect of “Accounts Related Matters”

While implementing DoP, the user should refer to the “Remarks” & “Special Note” appearing at the end of the item. For ease of reference, relevant remark numbers are given in separate column titled as “Remark No.”

ACCOUNTS RELATED MATTERS.

Sr. No.	Remark No.	Nature of Powers	Head Office		Field Office	
			Authority	Limit	Authority	Limit
1.		Grant of Imprest/Advances.				
	19,21	Permanent Imprest a. for day-to-day sundry expenses b. on account of postage, Telegrams, speed posts, courier, Xeroxing and such other expenditures. c. For any other purpose	CGM(F&A)/ GM(F)/ JT.CAO/ Dy. CAO	Full Powers	CGM GM SE For Hydro EE may approve imprest to sub-ordinate officer in small hydro strn. as a special case.	Rs. 2500/- Rs. 2000/- Rs. 1000/- Up to Rs. 15000/-
2.	20,21	Temporary Advances a) for payment of salary & wages b) for payment of specific expenditure such as transport, packing, handling, Casual labours, c) For any other purpose.	CGM(F&A) /GM(F)/ JT.CAO/ Dy.CAO	To the full extent of the amt. Actually payable	CGM/ GM/SE & EE Hydro.	To the full extent of the amt. Actually payable.

Remarks :

19. The sanctioning authority before granting imprest shall satisfy himself that it is necessary to grant him the imprest in the interest of work.
Account of permanent imprest may be submitted as frequently as may be necessary once or twice a week. However it must invariably be submitted no sooner the 50% amount is spent and once in two months irrespective of the amount spent.
20. Under clause 2 the sanctioning authority may approve the temporary advance to staff not below the rank of sub-engineer on technical side or Asstt. Accountant/Head Clerk equivalent on GAD & Accounts side.
The accounts of all the temporary advance should be submitted within 3 days after all the amount is spent.
Not more than two consecutive advances should be allowed to remain outstanding against any person i.e. no third advance should be paid unless the account of first advance are submitted by him.
If the submission of the advances is over due beyond seven working days, written explanation of the account holder should be obtained and further action may be taken accordingly.
21. Further, the expenditure incurred should be supported with the cash memo wherein ST/VAT/CST No. is mentioned. If the cash memo is not submitted, specific approval should be taken. Sundry purchases should be approved by the Competent Authorities mentioned in DOP.

Sr. No.	Remark No.	Nature of Powers	Head Office		Field Office	
			Authority	Limit	Authority	Limit
3.		Operation of the safe deposit account of the Mahagenco Company	CGM(F&A) jointly with GM(F) or Jt. CAO or Dy.CAO .	Up to any amount	--	--
4.		Powers to purchase, endorse, transfer, sale or otherwise deal with Govt. securities, including companies investment with Banks.	Jt.CAO GM(Acctt) CGM(F&A) Dir.(F) jointly with CGM(F&A) or GM (A)	Upto Rs.10 lakhs. Upto Rs.15 Lakhs. Upto Rs.25 Lakhs. Full Powers.	--	--
5.		Maximum amount of cash (excluding drafts & cheques to be kept. a. During the period of 7 days from 1 st day of payment of monthly salary b. During the rest of month.	CGM(F&A)/ GM(Acctt)/Jt. CAO/ Dy.CAO. CGM(F&A)/ GM(Acctt)/Jt. CAO/ Dy.CAO.	Rs. 75000/- Rs. 30000/-	CGM/ GM/SE as power Stn. Incharge except C'pur. For C'pur TPS CGM/ GM/SE as power Stn. Incharge except C'pur For C'pur TPS	Rs. 30000/- Rs. 50000/- Rs. 15000/- Rs. 25000/-
6.		Condonation of the retention of cash in excess of permissible limits.	CGM(F&A)GM(Acctt)/Jt. CAO/ Dy.CAO.	Full Powers	CGM/ GM/SE/E Hydro as Station	Full Powers

					Incharge	
7.	22	Permitting or condoning payments made without pre-audit in exceptional cases.	CGM(F&A), GM(Acctt)/ Jt.CAO/ Dy.CAO.	Full Powers	CGM/ GM/SE/E E Hydro as Station Incharge.	Full Powers
8.		Signing of money receipt.	CGM(F&A), GM(Acctt)/ Jt.CAO/ Dy.CAO. Account Officer. D.A. Cashier	Without Limit. Upto Rs.2 Lakhs. Upto Rs. 1 Lakh. Upto Rs 10000/-	Jt.CAO/ Dy.CAO/ A.O. D.A. A.A. Cashier	Without Limit. Upto Rs. 25000/- Upto Rs. 15000/- Upto Rs. 10000/- Up to Rs. 5000/-
9.		Authorising of payment of penalty or interest charges on account of late payment of dues by the Mahagenco	GM(Acctt) CGM(F&A) Dir.(F) in consul-tation with Dir.(Op)/ ED Co.Board	Upto Rs. 5000/- Upto Rs. 10000/- Upto Rs. 50000/- Full Powers	CGM GM S.E. E.E. Hydro. - -	Upto Rs. 5000/- Upto Rs. 3000/- Upto Rs. 2000/- Upto Rs. 500/- - -
10.		Condonation of irregularities in remittances of cash collection into companies working fund account.	CGM(F&A)/ GM(Acctt)/ Jt.CAO/ Dy.CAO.	Full Powers.	CGM/ GM/SE/E E as station incharge	Full Powers

Remarks:

22. Under clause 7, if in special circumstances, the payment have been made without pre-audit such payments should be got post audited at the earliest.

Sr. No.	Remark No.	Nature of Powers	Head Office		Field Office	
			Authority	Limit	Authority	Limit
11.		Pre-audit of works and purchase orders.	A.O.	Without limit.	Jt.CAO/ Dy.CAO.	Without Limit.
			D.A.	Upto Rs. 10 Lakhs.	A.O.	Upto Rs. 15 Lakhs
			A.A.	Upto Rs. 2 Lakhs.	D.A.	Upto Rs. 5 Lakhs.
					A.A.	Upto Rs. 2 Lakhs.
12.		Post audit of confirmatory orders.	A.O.	Without limit.	Jt.CAO/ Dy.CAO/ A.O.	Without Limit.
			D.A.	Upto Rs 50000/-	D.A.	Upto Rs. 25000/-
			A.A.	Upto Rs 25000/-	A.A.	Upto Rs. 10000/-
13.		Audit of bills for supply, works and other miscellaneous bills and claims..	Jt.CAO/ Dy.CAO.	Without limit.	Jt.CAO/Dy .CAO	Without Limit.
			A.O.	Upto Rs. 30 Lakhs.	A.O.	Upto Rs. 10 Lakhs
			D.A.	Upto Rs. 10 Lakhs.	D.A.	Upto Rs. 5 Lakh.
			A.A.	Up to Rs. 1 Lakh.	A.A.	Upto Rs. 1 Lakh.
14.		Passing of Coal bills supported by Coal SR Notes.	--	--	Jt. CAO/ Dy. CAO	Full Powers
					AO	Rs. 50 Lakhs
					DA	Rs. 25 Lakhs
					AA	Rs. 10 Lakhs
15.		Pass for payment of bills.	Jt. CAO/ Dy.CAO.	Without limit.	Jt.CAO/Dy .CAO.	Without Limit.
			A.O.	Upto Rs 30 Lakh	A.O.	Upto Rs 15 Lakh
			D.A.	Upto Rs 10 Lakh	D.A.	Upto Rs 10 Lakh

			A.A.	Upto Rs 1 Lakh.		
16.	23	Auditing of provisional payment in cases where the suppliers title to the claim is clear but payment cannot be made until certain formalities and or sanction of the competent authority etc. is obtained.	ED in consultation with CGM(F&A)	Upto 80% Subject to limit of Rs.25 lakhs.	-	-

Remarks:-

23. Under clause 16, after satisfying himself urgency and title to the claim, the concerned CGM will obtain the approval of E.D. in consultation with CGM (F&A), who is empowered to approve 80% amount of the claim subject to limit of Rs.25 lakhs..

Section III

Chapter – 3

Delegation of Powers in respect of "Legal Matters"

While implementing DoP, the user should refer to the "Remarks" & "Special Note" appearing at the end of the item. For ease of reference, relevant remark numbers are given in separate column titled as "Remark No."

LEGAL MATTER

Sr. No.	Remark No.	Nature of Power	Head Office		Field Offices	
			Authority	Limit	Authority	Limit
1.	24	Administrative sanction to institute proceedings on behalf of the Power Generating Company to defend such proceedings against, the PGCL in the Court of Law viz. Civil Labour, Revenue Courts, Tribunals, Liquidators, Receiver, Arbitrator, Tax Authorities or any other judicial or quasi judicial Authorities etc. a) For cases against railway department, local bodies. b) For cases against Govt. Corpn. Other than (a) above c) For cases other than Govt. & railway, i.e. other than (a) & (b) above.	HoD in consultation with next higher authority. M.D. Head of Deptt. E.D. Dir. (Op.) M.D.	Full Powers Full Powers Up to Rs. 10 Lakhs Up to Rs. 25 Lakhs Up to Rs. 50 Lakhs Full Powers	CGM/GM/SE as incharge in consultation with next higher authority. -- CGM GM/SE as Incharge	Full Powers -- Rs. 10 Lakhs Rs. 5 Lakhs
2.		Administrative sanction to compromise in pending or threatened litigation by or against the Mahagenco before the Court of Law or judicial or quasi-judicial authorities as mentioned in at Sr.No.1 above.	HoD in consultation with next higher authority E.D. in consultation with next higher authority. Dir. (Op.) M.D.	Up to Rs. 10 Lakhs Up to Rs. 25 Lakhs Up to Rs. 50 Lakhs Full Powers	CGM in consultation with next higher authority. GM/SE as incharge in consultation with next higher authority.	Up to Rs. 10 Lakhs Up to Rs. 5 Lakhs

3.	25	To consult/obtain opinion or engage or appoint Pleaders/ Advocate/Counsel/Tax Practitioners/Arbitrator or Consultant, as the case may be.	Hod, E.D. & above	Full Powers	CGM/GM/SE as incharge	Full Powers
4.		To sign Vakalatnama, Plaint, Written Statement affidavit, Memorandum of appeal, complaints application, petitioners and other relevant documents and also to verify plaints complaints, written statements, memorandum of appeals, applications, petitions and all other proceedings arising there from and to act, and appear produce or withdraw any documents or to pay and withdraws moneys in all, civil, labour revenue courts, tribunals, liquidators, receiver, arbitrator or any such judicial or quasi judicial authorities and to do other acts and things necessary in this behalf.	Officer nominated by HoD, E.D. & above	Full Powers	Officer nominated by CGM/GM/SE as incharge	Full Powers
5.		To sanction defence against prosecution of employee in the course of discharge of his duties and to engage advocate Law or judicial or quasi-judicial authorities as mentioned in at Sr.No.1 above.	HoD, E.D. & above	Full Powers	CGM/GM/SE as incharge	Full Powers
6.	31	a) Sanction of Appeals/Petitions, Revisions etc. upto and including High Court. b) Sanction of appeal in Supreme Court	HoD, E.D. & above in consultation with Law Officer M.D. in consultation with Law Officer.	Full Powers Full Powers	CGM/GM/SE as incharge in consultation with Law Officer --	Full Powers --
7.		To lodge criminal complaint with the Police or in the Court.	--	--	CGM/GM/SE as incharge	Full Powers
8.		To grant sanction to prosecute employee when request is received from Police or such other authorities.	Appointing Authority	Full Powers	Appointing Authority	Full Powers

9.	26,28	(a) To sanction fees of advocate/pleader within the scale fixed by the High Court or separately approved by the Competent Authority.	HoD, E.D./Dir. (Op.)	Up to Rs. 25000/- as per scales shown in Annexure I & II.	CGM/GM/SE as incharge	Up to Rs. 25000/- as per scales shown in Annexure I & II.
	26,28	(b) Payment of Counsels/Sales tax Practitioners/Arbitrators fees.	HoD, E.D./Dir. (Op.)	Up to Rs. 25000/- as per scales shown in Annexure I & II.	CGM/GM/SE as incharge	Up to Rs. 25000/- as per scales shown in Annexure I & II.
	27,30					
10.		Payment of back wages to employees as per order of Court	HoD/E.D.	Full Powers	CGM/GM/SE as incharge	Full Powers

Remarks:

24. Under Clause 1 the powers under this clause will be operated by CGM/GM/SE if they are in-charge of Power Station.
25. The concerned CGM/GM/SE may appoint local pleader in the litigation for and on behalf of Mahagenco. The Advocate engaged shall be of well repute and shall have practice on bar of more than 10 to 15 years.
26. The fees for advocate shall be paid as per schedule of fees as indicated in Annexure 1 & 2 provided that if fee exceeds Rs.25000 approval of M.D. in consultation with L.O. shall be taken.
27. The Managing Director in consultation with Director (Operation) & Law Officer may engage any Advocate and may allow any fees in his discretion considering the particular claim of litigation status involved etc.

ANNEXURE - I TO LEGAL MATTERS

Schedule of Pleaders & Advocates Fees

Sr.No.	Nature of Power	Limits
	Monitory suits, appeals and applications	
1	(a) In suits decided on merits (including Money & Accounts suits) (b) In appeals from decrees (including preliminary decrees) other than appeals from executions proceedings decided on merits. (c) In application, proceedings or appeals decided on merits under Land Acquisitions Act.	Fees to be computed on the amount or value of rates given below. -do- -do-
	Amount or value of the subject matter of the suit, or appeals, cross objection, land references or counter claims in ----- etc. Rates:- i) Rs. 1 to Rs.25,000 ii) Rs.25000 to Rs.50000 iii) Rs.50,000 to Rs.1,00,000 iv) Rs.1,00,000 and above	20% Rs.5,000/+ 1% of the amount exceeding Rs.25000/- Rs.5250 + ½% of the amount exceeding Rs.50,000/- Rs.5,500/- + ¼% of the amount exceeding Rs.1,00,000/- subject to maximum limit of Rs.25,000/-. Any Legal fees if claimed above Rs.25,000/- shall be subject to approval of M.D. in consultation with L.O.
2	a) In appeal from decrees on merits b) In appeals/revisions against orders (excluding decrees on merits)	Half of the fees payable according to the rates specified above. ¼% of the fee payable according to the rates specified above.
3.	a) In execution proceedings b) In appeals in execution	½% of the fee calculated on the amount or value of the relief at the above rates. (Such fee chargeable on the first application and every contested application) ¼% of the fee calculated on the amount or value of the relief at the rates. (Such fee chargeable on the first application and every contested application).
4.	Non Monetary:- Suits, Appeals and applications based on non-monitory valuations such as injunctions, declarations with or without consequential relief etc. a) Special suits b) Reg. Civil Suits c) Appeals d) Rev. Application Misc. application.. Dist. Court	Upto Rs.2500/- Rs.1500/- Rs.700/- Rs.500/-

5.	In suits, appeals and applications or proceedings between land lord and tenant. a) Reg. Civil Suit b) Appeals c) Misc. Applications or Appeal against the same.	Rs.1500/- Rs.700/- Rs.500/-
6.	Notice Fees:- a) Notice of claim for any valuation / statutory notice / Reply notice	Rs.200/-
7.	Independent opinion in any	Rs.200/-
8.	For filing caveat etc.	Rs.300/-

Remarks:-

28. This schedule of fees shall be applicable to all advocates except those on panel of Advocates of High Court Judicature at Mumbai , Nagpur and Aurangabad.

29. The Advocates be paid the amount of Legal fee as may be advisable in installments as follows:-

- a. At the time of drafting or filing of any – ½% of the total fees admissible.
- b. At the time of framing issues / Evidence etc. - 25%
- c. On conclusion of final hearing - 25%
- d. The notice charges or charges for Opinion be paid on demand.

30. The Managing Director in consultation with Law Officer may change the schedule of fees in any particular case as may be deemed fit in the circumstances.

ANNEXURE –II TO LEGAL MATTERS

31. Schedule of Professional Fees for litigation in High Court for eminent Lawyers on Panel including Senior Advocates.

A. For High Court Matters.	Fees
i) In case of the matters argued on merit by Senior Counsel.	Rs.4000/- per case
ii) In case the matter is entrusted complete including final arguments.	Rs.6000/- per case

32. The schedule of fees for courts other than High Court, i.e. Labour Courts, Industrial Courts / Co-Operative Court, etc. And for Misc. Matters shall be as under:-

1. For filing / defending cases	- Rs.2500/- per case
2. Filing Caveat etc.	- Rs. 300/-
3. Issuing notices / reply	- Rs. 200/-
4. For Opinions	- Rs. 200/-

Out of pocket expenses such as court fees, copying charges, traveling charges, etc. shall be paid on actual immediately.