

Education (1950) Department.

MS SERIES.

G.O. NO. Ms. No. 2921 Edn

Dated 30. X. '50.

~~129~~
~~1-84~~
Closed
W
Lm

(8)

[Despatch Abstract.]

Stationery - Blue Black in powder - Supplied
by Lords Chemicals, Madras - Attn price -
Orders issued.

Back Papers.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

Further Papers.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

From: Sri T.S.Ramachandran,
Bar-at-Law, I.C.S.,
Superintendent of Stationery,
Madras at Guindy,
Madras 15.

To: The Secretary to Government,
Education Department,
Fort Saint George, Madras.

B7. 4412-50 dated 31- 8--50

Sir,

Stationery - Blue Black ink powder - supply
report to Government -

--00--

The Lords Chemicals, Madras were selected to supply
blue black ink powder in packets during 1950-51 and were ordered
to supply 10,000 Doz. packets on 19-4-50.

The company supplied 5000 Doz. packets on 22-5-50. This
supply was tested by the Committee (Rule 167 of Stationery Manual
Vol I) and taken to account.

Subsequently, my predecessor (Sri V.V.Subramaniam) verified
seven packets of this supply picked up at random and found them
to be far inferior in quality than the approved sample. As the
supply had been taken into account, it was considered expedient
to reject the supply. So a notice was issued to the Supplier
enquiring why the rate should not be reduced by 50%. The company
did not agree to this cut and thereupon the Superintendent of
Stationery ordered as follows:

" I tested the supply made with the samples, during
a recent surprise check. The supply was hopeless.
A cut of 50% will be imposed for the supply already
made. If he does not supply the balance due, in
the accepted quality steps will be taken to disqualify
him. He will also be fined Rs.100/- for supplying
poor quality ink and causing inconvenience.

Cases are mounting up day by day, where contractors
try to defraud the Government by sending supplies
poorer + often much poorer - in quality than the
accepted samples. One is tempted to say that "business
honesty" means much the same as "business dishonesty".

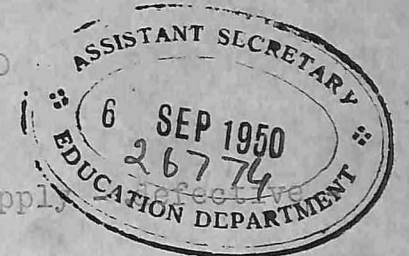
The contractor, has now petitioned to me for a
reconsideration of the matter. I have tested the ink powder
produced by him. The ink is not very good, but it is not
so bad as to warrant a cut of 50% in rate. I consider that
a cut of 10% will suffice. The fine of Rs.100/- ordered may
stand. I request that the orders of my predecessor may be
revised accordingly.

sd/ T.S.Ramachandran,
SUPERINTENDENT OF STATIONERY.

for SUPDT. OF STATIONERY.

DK:31.

B
21-8





(3)

3

Encls

T.M

For

The Assn Sec to Gov
Encls

17/10

To The Supr & Shy.

Shahray. Blue Black
ink powder - Supply. Your
letter B 7 4412-52 & 3, 8 50

Please forward a copy
of the agreement, if any,
entered into with the Lords
Chemicals, Madras for the
supply of Blue Black
ink powder & also cite

4

2

The amounts are when a
fine can be imposed for supply
poor quality of ink.

1295

14/9/50

Issued
G.B.
16.9.50

PC 299

From The Superintendent of Stationery, To The Assistant Secretary to
Muindy, Madras 15. Government, Education Department,
MADRAS

Ref: B.7.4412/50 dated 20.9.50.

Sir,

Sub: Stationery - Blue black ink powder - Supply by
Chemicals.
Ref: Govt's T.M. dated 16.9.50.

I enclose the original agreement entered into with the Lord's
Chemicals, Madras for the supply of blue black ink powder, as requested in
Government's T.M. cited. The imposition of fine in addition to reduction in
price is provided for in clause 22 of the agreement.

The agreement may be returned when done with. The contractor
purposely delayed executing the agreement from May 1950. The security deposit
was paid by him on 17.5.50.

CPS.21.9.
Enc. One of agreement. 24/9.

for Superintendent of Stationery.



a fine of Rs 100/- in this case. addition the order imposing the fine may be cancelled.

RM
24/10/50

J
Lfw

The Supr 2
S hys
(with agreement)
J. George
A G (Mr)
In

2 Sc

EDUCATION DEPARTMENT (E).

p-14

p-54

p-14

p-14

M

p-5 of Agreement J

p-54

p-11 of Agreement J

p-11 J P

Read :- From the Superintendent of Stationery No. B7.4412/50 dated 31-8-1950.
" " " " dated 20-9-1950.

Sub :- Stationery - Blue Black ink powder - ~~order~~ - Supply

The Superintendent of Stationery has brought to the notice of Government that the Lords Chemical, Madras, was selected to supply blue black ink powder in packets during 1950-51. The then Superintendent of Stationery (Mr. Subramaniam) after testing the samples of ink powder ordered the reduction of the rate to 50% and fined Rs.100/- for supplying poor quality ink and causing inconvenience.

2. The present Superintendent of Stationery on a petition from the contractor, has tested the ink powder. He states that the ink is not very good, but it is not so bad as to warrant a cut of 50% in rate and that a cut of 10% will suffice and the fine of Rs.100 ordered may stand.

3. As regards the reduction in price proposed, it has been probably done under clause 11 of the agreement. As for the imposition of fine of Rs.100/-, the Superintendent states that the imposition of fine in addition to reduction in price is provided in clause 22 of the agreement. Clause 22 does not specifically provide for the imposition of fine as such but it seems to be implied in the clause.

4. For orders whether the proposal of the ^{present} Superintendent of Stationery at 'M' above may be accepted.

5. The remarks of Legal and Finance may be invited.

Ednrs 26774E/50/

28-9-50

To me

DS
ASSISTANT SECRETARY
15-5-63
29 SEP 1950
LEGAL DEPARTMENT

JD
27.9.50

RM
20/9/50

b
28/9

Legal
Fin

LEGAL DEPARTMENT.

Clause 22 of the agreement only contemplates forfeiture of the deposit on the failure, neglect or refusal of the contractors to observe or perform the ^{terms and} ~~of the agreement~~ conditions. That clause cannot, therefore, be invoked in this case. Provision for the imposition of fine is contained in clause 16 but that clause will be attracted only when there ^{is} ~~was~~ a failure to deliver the quantity of articles demanded and such articles are purchased from other sources. In the case under reference, there has been no such failure and consequently that clause cannot be invoked. It will thus be seen that the terms of the contract do not permit the imposition of fine in this case.

max
5/10/50 Fin

Fin (Exp. B)

The file relates to the imposition of a fine of Rs. 100/- and reduction of price by 50% by the Supt. of Stationery in view of the poor quality of ink powder supplied by the Contractor for 1950-51. On a request for the reconsideration of the above orders, the present Supt. of Stationery has recommended that the fine of Rs. 100/- may stand but that the cut in price may be reduced to 10%. Legal have held that the terms of the Contract do not permit the imposition of fine in this case. Finance may agree that the cut in price may be reduced from 50% to 10%.

A
16/10/50

Edm. C. S.

Please see the note 2

Legal No. 15563/50-1
5.10.50



Fin No 85479CB/50

16.10.50

Legal v. Fin. also. They still think that the terms of the contract do not permit the imposition of fine in this case. Finance agree that the cut in price may be reduced from 50% to 10%. A draft order is submitted for approval.

JB
24/10/50

JB
24/10/50 8 480

C.F. 32 (a).

Department
From (Name) Sri.T.S.Ramachandran,
Bar-at-law, I.C.S.,
Designation Supdt of Stationery,
Station Madras 15.

Received..... Registered.....
To
The Secretary to Government,
Education Department,
Madras.



Enclosures:

No. B.7. 4412.50 dated 26.10.50. 194 .

Sir,

Sub: Stationery - Blue black ink powder - supply
(Defective) Report to Government

Ref: This office letters B.7. 4412 50 dated 21.8.50 and 20.9.50. - p.54 (X)

p-14 (X)

the matter.

c.s.30.10.

I request early orders of Government in

for Superintendent of Stationery.

Education

E.

Orders have been issued on the reference
quoted at 'A' above in G.O.No. No. 2921 Ednd 30-10.
May be stitched with (X)

21/11/50

ms 5/11/50

