

दक्षिण बिहार
केन्द्रीय विश्वविद्यालय



CENTRAL UNIVERSITY
OF SOUTH BIHAR

(Established by Central Universities Act 2009 of Parliament)

Handbook of Purchase Rules & Procedure

PRP

CENTRAL UNIVERSITY OF SOUTH BIHAR

2015

CUSB

(Effective from _____)

Collective Reasoning

प्रो० हरिश्चन्द्र सिंह राठौर
कुलपति

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Vice-Chancellor



दक्षिण बिहार केन्द्रीय विश्वविद्यालय
केन्द्रीय विश्वविद्यालय अधिनियम 2009 के अन्तर्गत स्थापित

CENTRAL UNIVERSITY OF SOUTH BIHAR
Established under Central Universities Act 2009


Foreword

I am glad to learn that the finance wing of the university has recently prepared a booklet-‘**A Handbook of Purchase Rules and Procedures**’ which is compilation of purchase rules and regulation to be followed by faculties and departments in the University Purchase / procurement of goods / services.

This Handbook declares all the policies, rules, regulations and procedures as laid down in the General Financial Rules prescribed by Government of India for procurement of Goods / services by public funded organizations.

I am sure that this document shall serve as a concise handbook for all the unit / Department heads for making purchases essential for smooth delivery of teaching and research in the University. This document should go a long way in ensuring transparency, uniformity and fair play in public procurement. Not only this, I am confident it will bring efficiency in the, financial management of the University besides ensuring timely delivery of goods and services for facilitating teaching and research in the University.

I congratulate CMA B.K Pandey, Finance Officer and his team for bringing out comprehensive document in a short span of time.


5-12-15

Prof. H.C.S Rathore

बी० के० पाण्डेय

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दक्षिण बिहार केन्द्रीय विश्वविद्यालय

केन्द्रीय विश्वविद्यालय अधिनियम 2009 के अन्तर्गत स्थापित

CENTRAL UNIVERSITY OF SOUTH BIHAR
Established under Central Universities Act 200

Message

It is a matter of great pleasure that 'A Handbook of Purchase Rules and Procedures' has been compiled.

Central University of South Bihar is an autonomous organization fully funded by Govt of India. In order to make purchase procedure, efficient, cost effective, transparent and responsive to the needs of the stake holders, a hand book of purchase rules and procedures has been prepared jointly by the finance unit and the purchase unit. The compilation is prepared mainly on the basis of provision contained in General Finance Rule 2005 issued by Govt of India, good practices followed by premier academic institutions in the country.

Need has been felt to summaries GFR provision related to procurement to form a hand book not only to serve as a quick reference but also built up the purchase discipline of autonomous organization like central university of South Bihar.

I am sure that purchase procedure manual is responsive to the needs of the all concerned. It will also cater the needs not only the purchase and finance department but it also serves as useful references for the every member of the university. Suggestion for the improvement in the purchase manual is most welcome for considering in future publications.

CMA B.K Pandey

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1. Introduction

Central University of South Bihar spends a sizeable amount every year on purchase of goods and services in order to promote academic and research activities. It is imperative that these purchases are made following a uniform, systematic, efficient and cost effective procedure. The Institute / Faculty / Department / Centers / Units have been delegated powers for procurement of goods under the Delegation of Financial Power Rules, which have to be exercised in conformity with the orders and guidelines issued by competent authorities coverings financial, vigilance, security, safety, counter trade and other regulatory aspects. Without purporting to be a comprehensive compendium of all statutory provisions, rules, regulations, orders and guidelines on the subject of public procurement, this Manual is intended to serve as a portal to enter this vast area and draw attention to basic norms and practices governing University procurement.

1.1.1. Transparency, Competition, Fairness and Elimination of Arbitrariness

Purchases of University should be conducted in a transparent manner to bring competition, fairness and elimination of arbitrariness in the system. This will enable the prospective tenderers to formulate competitive tenders with confidence.

1.1.2. Efficiency, Economy and Accountability

University procurement procedures must conform to the norms of best practices to ensure efficiency, economy and accountability in the system.

1.2 Objective of the Present Manual

This manual containing guidelines and directives concerning purchase of goods with public funds as well as some allied areas such as installation of equipment, operators' training, after sales services, maintenance contract, etc. Relevant aspects of purchase management techniques have been incorporated in proper sequence under separate chapters. The text incorporated in each chapter has been highlighted with appropriate sub-heads. This arrangement will help the users to readily locate the desired subjects/sub-subjects.

1.2.1. Applicability of Purchase Manual

This manual is a guideline and all purchases are to be regulated as per procedure laid down herein. However, in some specific cases it may become necessary to arrange materials by adopting methods not indicated in the manual. In such case, specific approval of the Vice-Chancellor will have to be obtained before initiating such action, detailing the reason(s) as to why procurement is necessary and not as per the guideline of the purchase manual.

1.3 Definitions

- i) **Goods** : The term 'goods' used in this Manual applies generally to all articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, industrial plant etc. purchased or

otherwise acquired for the use of University but excluding books, publications, periodicals, etc. for a library.

- ii) **Tender, Bid, Quotation** : offer received from a supplier
- iii) **Tenderer, Bidder** : an entity who seeks to supply goods by sending tender/bid.
- iv) **Tender Enquiry Document, Tender Document, Bidding Document**: a detailed document issued by the purchaser specifying his needs and the requirements that a potential tenderer/bidder must meet.
- v) **Notice Inviting Tenders, Invitation for Bids**: advertisement containing brief details of the requirement.
- vi) **Earnest Money Deposit, Bid Security**: monetary guarantee furnished by a tenderer along with its tender.
- vii) **Security Deposit, Performance Security**: monetary guarantee furnished by the successful tenderer for due performance of the contract concluded with it.

1.4 Abbreviations

Standard Abbreviations have been used in this Manual. Some important abbreviations are listed below for ready reference:

ACASH	Association of Corporations and APEX Societies of Handlooms
A/T	Acceptance of Tender
AMC	Annual Maintenance Contract
ATI	Advertised Tender Enquiry
BG	Bank Guarantee
BL	Bill of Lading
CD	Custom Duty
CIF	Cost, Insurance & Freight
CIP	Carriage and Insurance Paid
CPC	Central Purchase Committee of University
Co-PI	Co-Principal Investigator
CPO	Central Purchase Organization
DGS&D	Directorate General of Supplies & Disposals
DP	Delivery Period
ED	Excise Duty
EMD	Earnest Money Deposit
FAS	Free Alongside Ship
FM	Force Majeure
FOB	Free On Board
FOR	Free On Rail
HOD	Head of the Department
INCOTERMS	International Commercial Terms
KVIC	Khadi Village Industries Commission
LC	Letter of Credit
LD-	Liquidated Damages
LPP	Last Purchase Price
LSI	Large Scale Industries
LTI	Limited Tender Enquiry
NSIC	National Small Scale Industries Corporation
PI	Principal Investigator
PO	Purchase Order
PS	Performance Security
PSU	Public Sector Undertaking
RC	Rate Contract

RR	Railway Receipt
SO	Supply Order
SSI	Small Scale Industries
ST	Sales Tax
STI	Single Tender Inquiry
TOC	Tender Opening Committee
TPC	Tender Purchase Committee
VAT	Value Added Tax
BSCT	Bihar State Commercial Taxes

1.5 Fundamental Principles of Public Buying

It may be useful to refer to the following provisions in the General Financial Rules, 2005:

Rule 137. Fundamental principles of public buying : *Every authority delegated with the financial powers of procuring goods in public interest shall have the responsibility and accountability to bring efficiency, economy, transparency in matters relating to public procurement and for fair and equitable treatment of suppliers and promotion of competition in public procurement.*

The procedure to be followed in making public procurement must conform to the following yardsticks:-

- (i) *the specifications in terms of quality, type etc., as also quantity of goods to be procured, should be clearly spelt out keeping in view the specific needs of the procuring organizations. The specifications so worked out should meet the basic needs of the organization without including superfluous and non-essential features, which may result in unwarranted expenditure. Care should also be taken to avoid purchasing quantities in excess of requirement to avoid inventory carrying costs;*
- (ii) *offers should be invited following a fair, transparent and reasonable procedure;*
- (iii) *the procuring authority should be satisfied that the selected offer adequately meets the requirement in all respects;*
- (iv) *the procuring authority should satisfy itself that the price of the selected offer is reasonable and consistent with the quality required;*
- (v) *at each stage of procurement the concerned procuring authority must place on record, in precise terms, the considerations which weighed with it while taking the procurement decision.*

Extract of important rules of General Finance Rule 2005

PROCUREMENT OF GOODS

- I. **Rule 135.** This chapter contains the general rules applicable to all Ministries or Departments, regarding procurement of goods required for use in the public service. Detailed instructions relating to procurement of goods may be issued by the procuring departments broadly in conformity with the general rules contained in this Chapter.

- II. **Rule 136. Definition of Goods** : The term 'goods' used in this chapter includes all articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, industrial plant etc. purchased or otherwise acquired for the use of Government but excludes books, publications, periodicals, etc. for a library.
- III. **Rule 137. Fundamental principles of public buying** : Every authority delegated with the financial powers of procuring goods in public interest shall have the responsibility and accountability to bring efficiency, economy, transparency in matters relating to public procurement and for fair and equitable treatment of suppliers and promotion of competition in public procurement. The procedure to be followed in making public procurement must conform to the following yardsticks :- (i) the specifications in terms of quality, type etc., as also quantity of goods to be procured, should be clearly spelt out keeping in view the specific needs of the procuring organisations. The specifications so worked out should meet the basic needs of the organisation without including superfluous and non-essential features, which may result in unwarranted expenditure. Care should also be taken to avoid purchasing quantities in excess of requirement to avoid inventory carrying costs; (ii) offers should be invited following a fair, transparent and reasonable procedure; (iii) the procuring authority should be satisfied that the selected offer adequately meets the requirement in all respects; (iv) the procuring authority should satisfy itself that the price of the selected offer is reasonable and consistent with the quality required; (v) at each stage of procurement the concerned procuring authority must place on record, in precise terms, the considerations which weighed with it while taking the procurement decision.
- IV. **Rule 138. Authorities competent to purchase goods** : An authority which is competent to incur contingent expenditure may sanction the purchase of goods required for use in public service in accordance with Schedule V of the Delegation of Financial Powers Rules, 1978, following the general procedure contained in the following rules.
- V. **Rule 139. Procurement of goods required on mobilisation** : Procurement of goods required on mobilisation and/ or during the continuance of Military operations shall be regulated by special rules and orders issued by the Government on this behalf from time to time.
- VI. **Rule 140. Powers for procurement of goods** : The Ministries or Departments have been delegated full powers to make their own arrangements for procurement of goods. In case however, a Ministry or Department does not have the required expertise, it may project its indent to the Central Purchase Organisation (e.g. DGS&D) with the

approval of competent authority. The indent form to be utilised for this purpose will be as per the standard form evolved by the Central Purchase Organisation.

- VII. **Rule 141. Rate Contract** : The Central Purchase Organisation (e.g. DGS&D) shall conclude rate contracts with the registered suppliers, for goods and items of standard types, which are identified as common user items and are needed on recurring basis by various Central Government Ministries or Departments. Definition of Registered suppliers is given in Rule 142 below. The Central Purchase Organisation will furnish and update all the relevant details of the rate contracts in its web site. The Ministries or Departments shall follow those rate contracts to the maximum extent possible.
- VIII. **Rule 142. Registration of Suppliers** : (i) With a view to establishing reliable sources for procurement of goods commonly required for Government 27 28 use, the Central Purchase Organisation (e.g. DGS&D) will prepare and maintain item-wise lists of eligible and capable suppliers. Such approved suppliers will be known as “Registered Suppliers”. All Ministries or Departments may utilise these lists as and when necessary. Such registered suppliers are prima facie eligible for consideration for procurement of goods through Limited Tender Enquiry. They are also ordinarily exempted from furnishing bid security along with their bids. A Head of Department may also register suppliers of goods which are specifically required by that Department or Office. (ii) Credentials, manufacturing capability, quality control systems, past performance, after-sales service, financial background etc. of the supplier(s) should be carefully verified before registration. (iii) The supplier(s) will be registered for a fixed period (between 1 to 3 years) depending on the nature of the goods. At the end of this period, the registered supplier(s) willing to continue with registration are to apply afresh for renewal of registration. New supplier(s) may also be considered for registration at any time, provided they fulfil all the required conditions. (iv) Performance and conduct of every registered supplier is to be watched by the concerned Ministry or Department. The registered supplier(s) are liable to be removed from the list of approved suppliers if they fail to abide by the terms and conditions of the registration or fail to supply the goods on time or supply substandard goods or make any false declaration to any Government agency or for any ground which, in the opinion of the Government, is not in public interest.
- IX. **Rule 143. Enlistment of Indian Agents** : As per the Compulsory Enlistment Scheme of the Department of Expenditure, Ministry of Finance, it is compulsory for Indian agents, who desire to quote directly on behalf of their foreign principals, to get themselves enlisted with the Central Purchase Organisation (eg. DGS&D). However, such enlistment is

not equivalent to registration of suppliers as mentioned under Rule 142 above.

- X. **Rule 144. Reserved Items** : The Central Government, through administrative instructions, has reserved all items of handspun and handwoven textiles (khadi goods) for exclusive purchase from Khadi Village Industries Commission (KVIC). It has also reserved all items of handloom textiles required by Central Government departments for exclusive purchase from KVIC and/or the notified handloom units of ACASH (Association of Corporations and Apex Societies of Handlooms). The Central Government has also reserved some items for purchase from registered Small Scale Industrial Units. The Central Departments or Ministries are to make their purchases for such reserved goods and items from such units as per the instructions issued by the Central Government in this regard.
- XI. **Rule 145. Purchase of goods without quotation** : Purchase of goods upto the value of Rs. 15,000/- (Rupees Fifteen Thousand) only on each occasion may be made without inviting quotations or bids on the basis of a certificate to be recorded by the competent authority in the following format. **"I, _____, am personally satisfied that these goods purchased are of the requisite quality and specification and have been purchased from a reliable supplier at a reasonable price."**
- XII. **Rule 146. Purchase of goods by purchase committee** : Purchase of goods costing above Rs. 15,000/- (Rupees Fifteen Thousand) only and upto Rs. 1,00,000/- (Rupees One lakh) only on each occasion may be made on the recommendations of a duly constituted Local Purchase Committee consisting of three members of an appropriate level as decided by the Head of the Department. The committee will survey the market to ascertain the reasonableness of rate, quality and specifications and identify the appropriate supplier. Before recommending placement of the purchase order, the members of the committee will jointly record a certificate as under. **"Certified that we _____, members of the purchase committee are jointly and individually satisfied that the goods recommended for purchase are of the requisite specification and quality, priced at the prevailing market rate and the supplier recommended is reliable and competent to supply the goods in question. "**
- XIII. **Rule 147. Purchase of goods directly under rate contract** : (1) In case a Ministry or Department directly procures Central Purchase Organisation (e.g. DGS&D) rate contracted goods from suppliers, the prices to be paid for such goods shall not exceed those stipulated in the

rate contract and the other salient terms and conditions of the purchase should be in line with those specified in the rate contract. The Ministry or Department shall make its own arrangement for inspection and testing of such goods where required. (2) The Central Purchase Organisation (e.g. DGS&D) should host the specifications, prices and other salient details of different rate contracted items, appropriately updated, on the web site for use by the procuring Ministry or Department. 29

- XIV. **Rule 148.** A demand for goods should not be divided into small quantities to make piece meal purchases to avoid the necessity of obtaining the sanction of higher authority required with reference to the estimated value of the total demand.
- XV. **Rule 149. Purchase of goods by obtaining bids:** Except in cases covered under Rule 145, 146 and 147(1), Ministries or Departments shall procure goods under the powers referred to in Rule 140 above by following the standard method of obtaining bids in : (i) Advertised Tender Enquiry; (ii) Limited Tender Enquiry; (iii) Single Tender Enquiry.
- XVI. **Rule 150. Advertised Tender Enquiry.** (i) Subject to exceptions incorporated under Rules 151 and 154, invitation to tenders by advertisement should be used for procurement of goods of estimated value Rs. 25 lakh (Rupees Twenty Five Lakh) and above. Advertisement in such case should be given in the Indian Trade Journal (ITJ), published by the Director General of Commercial Intelligence and Statistics, Kolkata and at least in one national daily having wide circulation. (ii) An organisation having its own web site should also publish all its advertised tender enquiries on the web site and provide a link with NIC web site. It should also give its web site address in the advertisements in ITJ and newspapers. (iii) The organisation should also post the complete bidding document in its web site and permit prospective bidders to make use of the document downloaded from the web site. If such a downloaded bidding document is priced, there should be clear instructions for the bidder to pay the amount by demand draft etc. along with the bid. (iv) Where the Ministry or Department feels that the goods of the required quality, specifications etc., may not be available in the country and it is necessary to also look for suitable competitive offers from abroad, the Ministry or Department may send copies of the tender notice to the Indian embassies abroad as well as to the foreign embassies in India. The selection of the embassies will depend on the possibility of availability of the required goods in such countries. (v) Ordinarily, the minimum time to be allowed for submission of bids should be three weeks from the date of publication of the tender notice or availability of the bidding document for sale, whichever is later. Where the department also contemplates

obtaining bids from abroad, the minimum period should be kept as four weeks for both domestic and foreign bidders.

- XVII. **Rule 151. Limited Tender Enquiry.** (i) This method may be adopted when estimated value of the goods to be procured is up to Rupees Twenty five Lakhs. Copies of the bidding document should be sent directly by speed post/registered post/courier/ e-mail to firms which are borne on the list of registered suppliers for the goods in question as referred under Rule 142 above. The number of supplier firms in Limited Tender Enquiry should be more than three. Further, web based publicity should be given for limited tenders. Efforts should be made to identify a higher number of approved suppliers to obtain more responsive bids on competitive basis. (ii) Purchase through Limited Tender Enquiry may be adopted even where the estimated value of the procurement is more than Rupees twenty-five Lakhs, in the following circumstances. (a) The competent authority in the Ministry or Department certifies that the demand is urgent and any additional expenditure involved by not procuring through advertised tender enquiry is justified in view of urgency. The Ministry or Department should also put on record the nature of the urgency and reasons why the procurement could not be anticipated. (b) There are sufficient reasons, to be recorded in writing by the competent authority, indicating that it will not be in public interest to procure the goods through advertised tender enquiry. (c) The sources of supply are definitely known and possibility of fresh source(s) beyond those being tapped, is remote. (iii) Sufficient time should be allowed for submission of bids in Limited Tender Enquiry cases.
- XVIII. **Rule 152. Two bid system :** For purchasing high value plant, machinery etc. of a complex and technical nature, bids may be obtained in two parts as under :- **(a) Technical bid consisting of all technical details along with commercial terms and conditions; and (b) Financial bid indicating item-wise price for the items mentioned in the technical bid.** 30 The technical bid and the financial bid should be sealed by the bidder in separate covers duly super scribed and both these sealed covers are to be put in a bigger cover which should also be sealed and duly super scribed. The technical bids are to be opened by the purchasing Ministry or Department at the first instance and evaluated by a competent committee or authority. At the second stage financial bids of only the technically acceptable offers should be opened for further evaluation and ranking before awarding the contract. **Rule 153. Late Bids :** In the case of advertised tender enquiry or limited tender enquiry, late bids (i.e. bids received after the specified date and time for receipt of bids) should not be considered.
- XIX. **Rule 154. Single Tender Enquiry.** Procurement from a single source may be resorted to in the following circumstances : (i) It is in the

knowledge of the user department that only a particular firm is the manufacturer of the required goods. (ii) In a case of emergency, the required goods are necessarily to be purchased from a particular source and the reason for such decision is to be recorded and approval of competent authority obtained. (iii) For standardization of machinery or spare parts to be compatible to the existing sets of equipment (on the advice of a competent technical expert and approved by the competent authority), the required item is to be purchased only from a selected firm. Note : **Proprietary Article Certificate in the following form is to be provided by the Ministry/Department before procuring the goods from a single source under the provision of sub Rule 154 (i) and 154 (iii) as applicable.**

- '(i) The indented goods are manufactured by M/s.....
- (ii) No other make or model is acceptable for the following reasons :
.....
- (iii) Concurrence of finance wing to the proposal vide :
- (iv) Approval of the competent authority vide :.....

_____ (Signature with date and designation of the procuring officer)'

Rule 159. (1) Advance payment to supplier : Ordinarily, payments for services rendered or supplies made should be released only after the services have been rendered or supplies made. However, it may become necessary to make advance payments in the following types of cases :- (i) Advance payment demanded by firms holding maintenance contracts for servicing of Air-conditioners, computers, other costly equipment, etc. (ii) Advance payment demanded by firms against fabrication contracts, turn-key contracts etc. Such advance payments should not exceed the following limits : (i) Thirty per cent. of the contract value to private firms; (ii) Forty per cent. of the contract value to a State or Central Government agency or a Public Sector Undertaking; or (iii) in case of maintenance contract, the amount should not exceed the amount payable for six months under the contract. Ministries or Departments of the Central Government may relax, in consultation with their Financial Advisers concerned, the ceilings (including percentage laid down for advance payment for private firms) mentioned above. While making any advance payment as above, adequate safeguards in the form of bank guarantee etc. should be obtained from the firm. (2) Part payment to suppliers : Depending on the terms of delivery incorporated in a contract, part payment to the supplier may be released after it dispatches the goods from its premises in terms of the contract.

Rule 160. Transparency, competition, fairness and elimination of arbitrariness in the procurement process : All government purchases should be made in a transparent, competitive and fair manner, to secure best value for money. This will also enable the prospective bidders to formulate and send their competitive bids with confidence. Some of the measures for ensuring the above are as follows:- (i) the text of the bidding document should be self-contained and comprehensive without any ambiguities. All essential information, which a bidder needs for sending responsive bid, should be clearly spelt out in the bidding document in simple language. The bidding document should contain, inter alia; (a) the criteria for eligibility and qualifications to be met by the bidders such as minimum level of experience, past performance, technical capability, manufacturing facilities and financial position etc.; (b) eligibility criteria for goods indicating any legal restrictions or conditions about the origin of goods etc which may required to be met by the successful bidder; (c) the procedure as well as date, time and place for sending the bids; (d) date, time and place of opening of the bid; (e) terms of delivery; (f) special terms affecting performance, if any. 32 (ii) Suitable provision should be kept in the bidding document to enable a bidder to question the bidding conditions, bidding process and/ or rejection of its bid. (iii) Suitable provision for settlement of disputes, if any, emanating from the resultant contract, should be kept in the bidding document. (iv) The bidding document should indicate clearly that the resultant contract will be interpreted under Indian Laws. (v) The bidders should be given reasonable time to send their bids. (vi) The bids should be opened in public and authorised representatives of the bidders should be permitted to attend the bid opening. (vii) The specifications of the required goods should be clearly stated without any ambiguity so that the prospective bidders can send meaningful bids. In order to attract sufficient number of bidders, the specification should be broad based to the extent feasible. Efforts should also be made to use standard specifications which are widely known to the industry. (viii) Pre-bid conference : In case of turn-key contract(s) or contract(s) of special nature for procurement of sophisticated and costly equipment, a suitable provision is to be kept in the bidding documents for a pre-bid conference for clarifying issues and clearing doubts, if any, about the specifications and other allied technical details of the plant, equipment and machinery projected in the bidding document. The date, time and place of pre-bid conference should be indicated in the bidding document. This date should be sufficiently ahead of bid opening date. (ix) Criteria for determining responsiveness of bids, criteria as well as factors to be taken into account for evaluating the bids on a common platform and the criteria for awarding the contract to the responsive lowest bidder should be clearly indicated in the bidding documents. (x) Bids received should be evaluated in terms of the conditions already incorporated in the bidding documents; no new

condition which was not incorporated in the bidding documents should be brought in for evaluation of the bids. Determination of a bid's responsiveness should be based on the contents of the bid itself without recourse to extrinsic evidence. (xi) Bidders should not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids. (xii) Negotiation with bidders after bid opening must be severely discouraged. However, in exceptional circumstances where price negotiation against an ad-hoc procurement is necessary due to some unavoidable circumstances, the same may be resorted to only with the lowest evaluated responsive bidder. (xiii) In the rate contract system, where a number of firms are brought on rate contract for the same item, negotiation as well as counter offering of rates are permitted with the bidders in view and for this purpose special permission has been given to the Directorate General of Supplies and Disposals (DGS&D). (xiv) Contract should ordinarily be awarded to the lowest evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the corresponding bidding document. However, where the lowest acceptable bidder against ad-hoc requirement is not in a position to supply the full quantity required, the remaining quantity, as far as possible, be ordered from the next higher responsive bidder at the rates offered by the lowest responsive bidder. (xv) The name of the successful bidder awarded the contract should be mentioned in the Ministries or Departments notice board or bulletin or web site

Rule 161. Efficiency, Economy and Accountability in Public Procurement System : Public procurement procedure is also to ensure efficiency, economy and accountability in the system. To achieve the same, the following keys areas should be addressed :- (i) To reduce delay, appropriate time frame for each stage of procurement should be prescribed by the Ministry or Department. Such a time frame will also make the concerned purchase officials more alert. (ii) To minimize the time needed for decision making and placement of contract, every Ministry/Department, with the approval of the competent authority, may delegate, wherever necessary, appropriate purchasing powers to the lower functionaries. (iii) The Ministries or Departments should ensure placement of contract within the original validity of the bids. Extension of bid validity must be discouraged and resorted to only in exceptional circumstances. (iv) The Central Purchase Organisation (e.g. DGS&D) should bring into the rate contract system more and more common user items which are frequently needed in bulk by various Central Government departments. The Central Purchase Organisation (e.g. DGS&D) should also ensure that the rate contracts remain available without any break.

Rule 162. Buy-Back Offer : When it is decided with the approval of the competent authority to replace an existing old item(s) with a new and better version, the department may trade the existing old item while

purchasing the new one. For this purpose, a suitable clause is to be incorporated in the bidding document so that the prospective and interested bidders formulate their bids accordingly. Depending on the value and condition of the old item to be traded, the time as well as the mode of handing over the old item to the successful bidder should be decided and relevant details in this regard suitably incorporated in the bidding document. Further, suitable provision should also be kept in the bidding document to enable the purchaser either to trade or not to trade the item while purchasing the new one.

II. PROCUREMENT OF SERVICES

Rule 163. The Ministries or Departments may hire external professionals, consultancy firms or consultants (referred to as consultant hereinafter) for a specific job, which is well defined in terms of content and time frame for its completion or outsource certain services.

Rule 164. This chapter contains the fundamental principles applicable to all Ministries or Departments regarding engagement of consultant(s) and outsourcing of services. Detailed instructions to this effect may be issued by the concerned Ministries or Departments. However, the Ministries or Departments shall ensure that they do not contravene the basic rules contained in this chapter.

Rule 165. Identification of Work/Services required to be performed by Consultants : Engagement of consultants may be resorted to in situations requiring high quality services for which the concerned Ministry/ Department does not have requisite expertise. Approval of the competent authority should be obtained before engaging consultant(s).

Rule 166. Preparation of scope of the required work/service : The Ministries/Departments should prepare in simple and concise language the requirement, objectives and the scope of the assignment. The eligibility and prequalification criteria to be met by the consultants should also be clearly identified at this stage.

Rule 167. Estimating reasonable expenditure : Ministry or Department proposing to engage consultant(s) should estimate reasonable expenditure for the same by ascertaining the prevalent market conditions and consulting other organisations engaged in similar activities.

Rule 168. Identification of likely sources : (i) Where the estimated cost of the work or service is upto Rupees twenty-five lakhs, preparation of a long list of potential consultants may be done on the basis of formal or informal enquiries from other Ministries or Departments or Organisations involved in similar activities, Chambers of Commerce & Industry, Association of consultancy firms etc. (ii) Where the estimated cost of the work or service is above Rupees twenty-five lakhs, in addition to (i) above, an enquiry for seeking 'Expression of Interest' from consultants should be published in at least one national daily and the Ministry's web site. The web site address should also be given in the advertisements. Enquiry for seeking Expression of Interest should include in brief, the broad scope of work or service, inputs to be provided by the Ministry or Department, eligibility and the pre-qualification criteria to be met by the consultant(s) and consultant's past experience in similar work or service. The consultants may also be asked to send their comments on the objectives and scope of the work or service projected in the enquiry. Adequate time should be allowed for getting responses from interested consultants

Rule 169. Short listing of consultants : On the basis of responses received from the interested parties as per Rule 168 above, consultants meeting the requirements should be short listed for further consideration. The number of short listed consultants should not be less than three.

Rule 170. Preparation of Terms of Reference (TOR) : The TOR should include (i) Precise statement of objectives; (ii) Outline of the tasks to be carried out; (iii) Schedule for completion of tasks; (iv) The support or inputs to be provided by the Ministry or Department to facilitate the consultancy. (v) The final outputs that will be required of the Consultant;

Rule 171. Preparation and Issue of Request for Proposal (RFP) : RFP is the document to be used by the Ministry/ 34 Department for obtaining offers from the consultants for the required work/service. The RFP should be issued to the shortlisted consultants to seek their technical and financial proposals. The RFP should contain : (i) A letter of Invitation (ii) Information to Consultants regarding the procedure for submission of proposal . (iii) Terms of Reference (TOR). (iv) Eligibility and pre-qualification criteria incase the same has not been ascertained through Enquiry for Expression of Interest. (v) List of key position whose CV and experience would be evaluated. (vi) Bid evaluation criteria and selection procedure. (vii) Standard formats for technical and financial proposal. (viii) Proposed contract terms. (ix) Procedure proposed to be followed for midterm review of the progress of the work and review of the final draft report.

Rule 172. Receipt and opening of proposals : Proposals should ordinarily be asked for from consultants in 'Twobid' system with technical and financial bids sealed separately. The bidder should put these two sealed envelops in a bigger envelop duly sealed and submit the same to the Ministry or Department by the specified date and time at the specified place. On receipt, the technical proposals should be opened first by the Ministry or Department at the specified date, time and place.

Rule 173. Late Bids : Late bids i.e. bids received after the specified date and time of receipt, should not be considered.

Rule 174. Evaluation of Technical Bids : Technical bids should be analysed and evaluated by a Consultancy Evaluation Committee (CEC) constituted by the Ministry or Department. The CEC shall record in detail the reasons for acceptance or rejection of the technical proposals analysed and evaluated by it.

Rule 175. Evaluation of Financial Bids of the technically qualified bidders : The Ministry or Department shall open the financial bids of only those bidders who have been declared technically qualified by the

Consultancy Evaluation Committee as per Rule 174 above for further analysis or evaluation and ranking and selecting the successful bidder for placement of the consultancy contract.

Rule 176. Consultancy by nomination : Under some special circumstances, it may become necessary to select a particular consultant where adequate justification is available for such single-source selection in the context of the overall interest of the Ministry or Department. Full justification for single source selection should be recorded in the file and approval of the competent authority obtained before resorting to such single-source selection.

Rule 177. Monitoring the Contract : The Ministry/Department should be involved throughout in the conduct of consultancy, preferably by taking a task force approach and continuously monitoring the performance of the consultant(s) so that the output of the consultancy is in line with the Ministry /Department's objectives.

OUTSOURCING OF SERVICES

Rule 178. Outsourcing of Services : A Ministry or Department may outsource certain services in the interest of economy and efficiency and it may prescribe detailed instructions and procedures for this purpose without, however, contravening the following basic guidelines.

Rule 179. Identification of likely contractors : The Ministry or Department should prepare a list of likely and potential contractors on the basis of formal or informal enquiries from other Ministries or Departments and Organisations involved in similar activities, scrutiny of 'Yellow pages', and trade journals, if available, web site etc.

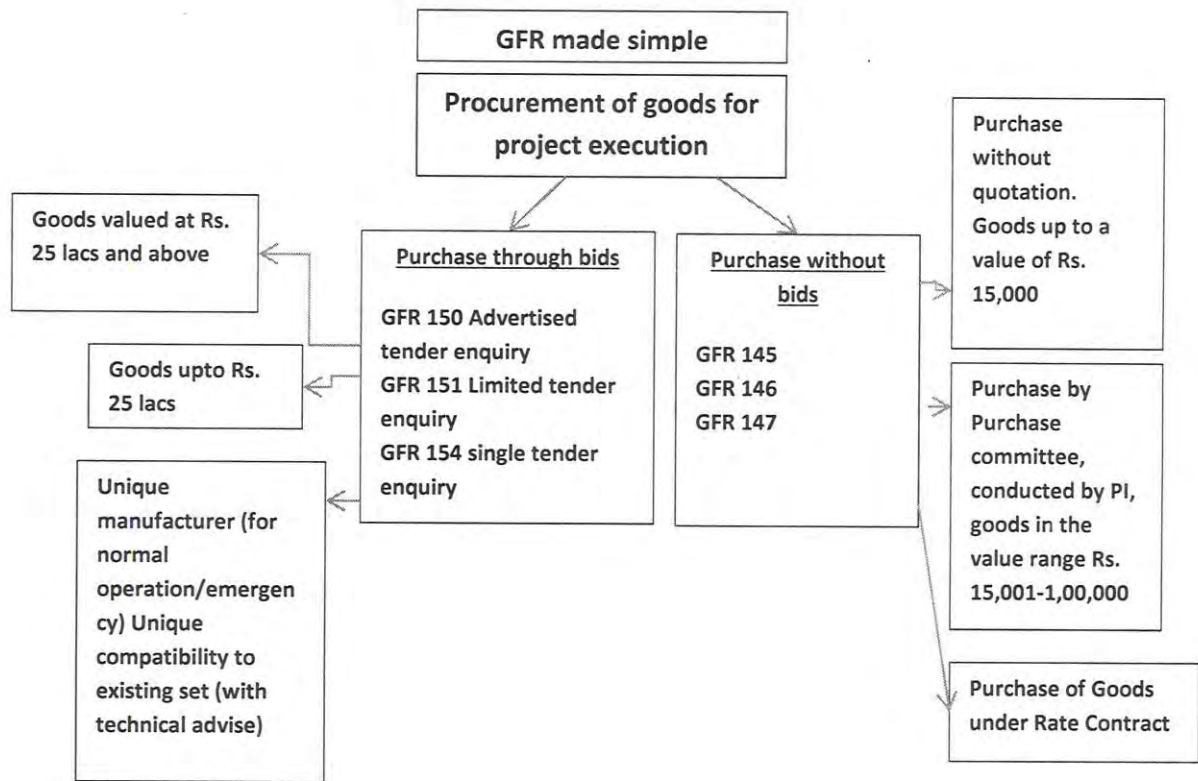
Rule 180. Preparation of Tender enquiry : Ministry or Department should prepare a tender enquiry containing, inter alia : (i) The details of the work or service to be performed by the contractor; (ii) The facilities and the inputs which will be provided to the contractor by the Ministry or Department; (iii) Eligibility and qualification criteria to be met by the contractor for performing the required work/service; and (iv) The statutory and contractual obligations to be complied with by the contractor.

Rule 181. Invitation of Bids: (a) For estimated value of the work or service up to Rupees ten lakhs or less : The Ministry or Department should scrutinise the preliminary list of likely contractors as identified as per Rule 179 above, decide the prima facie eligible and capable contractors and issue limited tender enquiry to them asking for their offers by a specified date and time etc. as per standard practice. The number of the contractors so identified for issuing limited tender enquiry should not be less than six. (b) For estimated value of the work or service above Rupees ten lakhs: The Ministry or Department should issue advertised tender enquiry asking for the offers by a specified date and time etc. in at least one popular largely circulated national newspaper and web site of the Ministry or Department.

Rule 182. Late Bids : Late bids i.e. bids received after the specified date and time of receipt, should not be considered.

Rule 183. Evaluation of Bids Received : The Ministry or Department should evaluate, segregate, rank the responsive bids and select the successful bidder for placement of the contract.

Rule 184. Outsourcing by Choice : Should it become necessary, in an exceptional situation to outsource a job to a specifically chosen contractor, the Competent Authority in the Ministry or Department may do so in consultation with the Financial Adviser. In such cases the detailed justification, the circumstances leading to the outsourcing by choice and the special interest or purpose it shall serve shall form an integral part of the proposal.



2. Invitation, acceptance and evaluation of the quotation / tenders

- 2.1 The items which are available under the rate contract of Director General of Supplies & Disposals (DGS&D) / Director General of Health Services (DGHS) / Employees State Insurance (ESI) / Kendriya Bhandar / C.P.O., CUSB shall be procured only from the approved firms as per approved terms and conditions.
- 2.2 The Central Purchase Organization (CPO), CUSB will henceforth enter into rate contract for those items only for which no DGS & D / DGHS / ESI / Kendriya Bhandar rate contract exists in case of bulk purchases, a tender process may be adopted by C.P.O. even where DGS & D etc rates are available provided that the rates do not exceed from the listed rate of DGS & D / DGHS / ESI / Kendriya Bhandar etc rates. The C.P.O. will circulate a list of items available on the DGS & D / DGHS / ESI / Kendriya Bhandar rate contract. The details of information regarding such items (such as, price, name of the firm, terms & conditions etc. will be made available by the C.P.O. on www.CUSB.ac.in.
- 2.3 The articles for which the CPO enters into rate contract shall be purchased as per guidelines circulated from time to time.
- 2.4 *The items not covered in Para 2.1 to 2.3 above shall be purchased as per the following norms :*

2.4.1 Delegation of Power and Financial Limit

LIMIT OF THE ORDER*	INVITATION OF OFFER	ACCEPTANCE AND EVALUATION	PLACEMENT OF ORDER	AUTHORITY (regarding limit of the order)
Upto Rs. 15000/- (on each occasion)	No need to invite quotation	.Deans/HoDs/PIs/ Co Coordinators/ Chief Proctor/ Deans of Students/Unit Heads	Deans/HoDs/PIs/ Co Coordinators/ Chief Proctor/ Deans of Students/Unit Heads	Executive Council
<p>The following certificate be submitted by the concerned HOD / Dean / PI / Coordinators/ Chief Proctor/ Deans of Students/ Unit Heads etc. and be recorded as per GFR 2005 for every procurement of up to Rs 15000/-.</p> <p><i>"I am personally satisfied that these goods purchased are of the requisite quality and specification and have been purchased from a reliable supplier at a reasonable price."</i></p>				
Upto Rs. 15001/to Rs 1,00,000 (on each occasion)	Through Local Purchase Committee consisting of three members of an appropriate level as decided by HoD	Departmental Purchase Committee .	Deans/HoDs/PIs/ Co Coordinators/ Chief Proctor/ Deans of Students/Unit Heads	Executive Council

The following procedure will be followed by the committee as per GFR 2005 for every procurement ranging between Rs 15001 to Rs 1,00,000/- in case of emergency committee purchase

The committee will survey the market to ascertain the reasonableness of the rate , quality and specification and identified the appropriate suppliers, before recommending placement of the purchase order the member of the purchase committee will record a certificate as under :-

“Certified that We The members of the Purchase committee are jointly and individually satisfied that the goods recommended for purchase are of the requisite quality and specification and quality, priced at the prevailing market rate and the supplier recommended is reliable and competent to supply the goods in question.”

Rs1,00,001 to 25,00,000/	Limited Tender (direct invitation to a limited number of firms which are manufacturers of items concerned) Limited tender inquiry should be issued to all the firms which are borne on the list of Registered suppliers	Tender Committee	Deans/HoDs/Pis/ Co Coordinators/ Chief Procter/ Deans of Students/Unit Heads as the case may be after approval of the tender committee and registration of the order in the finance office as per rules	Executive Council
Rs25,00,001 and above	Open Tender through E-procurement (the requirement of the individual Dept. shall be pooled at the level of Institute / Faculty, as the case may be.) The tender shall be floated by public advertisement subject to exception noted below (para 2 & 3).	Tender Committee	Deans/HoDs/Pis/ Co Coordinators/ Chief Procter/ Deans of Students/Unit Heads as the case may be after approval of the tender committee and registration of the order in the finance office as per rules	Executive Council

2.5 Sanctioning authority

Up to Rs. 3,00,000/- Finance Officer

More than Rs.3,00,000/- Vice Chancellor

2. General Procedures and Rules for Purchases

3.1 Rules for Purchases

3.1.1 Purchase of goods without quotation

Purchase of goods up to a value of Rs 15,000/- (Rs Fifteen Thousand only) on each occasion may be made without inviting quotations/bids by the competent authority on the basis of a certificate to be recorded by him in the following format:

"I, _____ am personally satisfied that these goods purchased are of the requisite quality and specification and have been purchased from a reliable supplier at a reasonable price."

However, a demand for goods should not be divided into small quantities to make piece meal purchases to avoid the necessity of obtaining the sanction of higher authority required with reference to the estimated value of the total demand.

3.1.2 Purchase of Goods by Purchase Committee (Spot Purchase) :

Purchase of goods up to a value of Rs.1,00,000/- (Rupees one lacs only) on each occasion may be made through Spot Purchase without inviting quotations / bids by the competent authority in case of absolute emergency and such emergency be clearly specified by the purchaser and approved by the competent authority. The following certificate is to be recorded by the purchaser.

'Certified that we members of the Spot Purchase Committee are jointly and individually satisfied that the goods recommended for purchase are of the requisite quality and specification and quality, priced at the prevailing market rate and supplier recommended is reliable and competent to supply the goods in question.'

All purchases can be made directly by the purchasers from the market / authorized dealers / or through CPO after ensuring that the price is reasonable.

3.1.3 Purchase under Rate Contract

3.1.3(a) D.G.S. & D. rate contract

Generally DGS&D concludes rate contracts with registered suppliers, for goods and items of standards types which are identified as common user items and are needed on recurring basis by various Govt. Departments. The specifications, prices and other details of different rate contracted items, appropriately updated, are available on the web site of DGS&D for use by the procuring Departments. In case the University directly procures DGS&D's rate contracted goods from suppliers, the prices to be paid for such goods shall not exceed those stipulated in the rate contract and the other salient terms and conditions of the purchase should be in line with those specified in the rate contract. The University shall make its own arrangement for inspection and testing of such goods where required.

3.1.3(b) CUSB rate contract

The Central Purchase Organization of CUSB shall conclude Rate Contracts with the registered suppliers for below mentioned categories of goods subject to fall clause:

- a) Commonly used goods needed on recurring basis.
- b) Goods for which prices are likely to be stable.
- c) Goods for which Rate Contract is convenient mode of procurement.

CUSB Rate Contract (RC) is an agreement between the CPO and the supplier for supply of specified goods and allied services, if any, at specified price and terms & conditions during the period covered by the Rate Contract. No quantity is mentioned in the Rate Contract. It is in the nature of a standing offer from the supplier firm.

The period of a Rate Contract should normally be one year. However, in special cases, shorter or longer period may be considered. As far as possible, termination period of rate contracts should be fixed in such a way as to ensure that budgetary levies would not affect the price and thereby frustrate the contracts.

Fall Clause is a price safety mechanism in rate contracts. The fall clause provides that if the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and the rate contract amended accordingly.

3.1.3(c) Purchase of Medicines

- (a) Regarding the purchase of medicines the following guidelines be strictly observed:

All medicines for which rate contracts have been entered into by

- i) Director General of Supplies and Disposals (D.G.S. & D.)
- ii) Director General of Health Services (D.G.H.S.)
- iii) Employees State Insurance (E.S.I.), Govt. of India should be purchased on the DGS&D/DGHS/ESI approved rates as per the terms and conditions of the rate contract.

- (b) In case rate contracts have not been entered into by the DGS&D/DGHS/ESI at the level of the Government of India for certain drugs/medicines, these may be purchased only from Govt./Public Sector Undertakings manufacturing the same.

- (c) In the case of medicines in respect of which DGS&D/DGHS/ESI rates are not available nor are there any Govt./Public Undertakings manufacturing such drugs/medicines, rate contracts shall be drawn with manufactures at the University level through a Combined Purchase Committee.

- (d) In case of life saving and indispensable medicines/drugs the authorities competent to make purchase of medicines, are authorized to make local purchases within a ceiling of Rs. 15,000/- in an individual case. Such purchases*

should not however exceed Rs. 2.5 lakhs in a year in any case. Rs. 80,000/- in a year in respect of the University Employees Health Services Scheme and the University Students Health Care Complex.

3.1.4 Purchase of goods by inviting quotation

Modes of Tendering

Depending on the nature of the required goods, the quantity & value involved and the period of supply, the Director / Dean / Head / PI etc., as the case may be, must select one of the following modes of procurement for items:

- (1) Single tender - by sending written enquiries to a Single supplier if,
 - (a) In case of emergency, the required goods are necessarily to be purchased from a particular source.
 - (b) It is in the knowledge of the indenter that the stores/equipment required is manufactured only by that supplier and none else.
- (2) Limited tender - by sending written enquiries to known, reputed suppliers.
- (3) Open tender - by advertising in the press.

3.1.4.1 Single Tender (Purchases on proprietary basis)

Purchases on proprietary basis can be resorted to only when:

- (a) It is in the sure knowledge of the indenter that the item to be procured is manufactured only by a particular manufacturer and there is no other option except to Purchase this item as it is having unique feature which is essential for research and academic activity and which is not available in any other similar equipment.
- (b) Spares, accessories, consumables etc need to be procured which are required to be compatible with the existing sets of equipment or for standardization of machinery.

All Purchases made on proprietary basis are on single tender basis while items procured on single tender basis need not be necessarily proprietary in nature. PAC form as per **Annexure - 7** should be signed by the indenter and the Director / Dean / Principal, MMV / HOD / PI as the case may be and submitted along with the indent.

Quotations shall be called for by the Director of the Institute/ Deans of Faculty / Head of the Department as the case may be directly, without referring to Purchase Committee. Such quotations can be sent and received by FAX/ e-mail, courier etc irrespective of value and opened directly by the Department. However, proper records of the enquiry so sent, should be maintained. The Director of the Institute / Deans of Faculty/ Head of the Department, as the case may be in the case of Purchase of items which are proprietary in nature, can also download the price from the web site of the firm and process for further necessary action.

3.1.4.2 Limited Tender Enquiry (LTI)

This method may be adopted when estimated value of the goods to be procured is up to Rs.25 lakhs. Copies of the bidding document should be sent, free of cost, directly by speed post/registered post/courier/e-mail, simultaneously to all the firms, which are borne on the list of *registered suppliers** for the goods in question. The number of supplier firms in LTI should be at least three. Efforts should be made to identify a higher number of approved suppliers to obtain more competitive bids. Web site publicity should also be given for LTIs.

**Registered Suppliers : With a view to establishing reliable sources for procurement of goods for University the CPO will prepare and maintain item wise lists of eligible and capable suppliers. Such approved suppliers will be known as registered suppliers and are prima facie eligible for consideration for procurement of goods through limited tender enquiry.*

Purchase through LTI may be adopted even when the estimated value of the procurement is more than Rs.25 lakh, in the following circumstances:

- (a) The competent authority certifies that the demand is urgent and any additional expenditure involved by not procuring through advertised tender enquiry is justified in view of urgency. The Department /Faculty / Institute should also put on record the nature of the urgency and reasons why the procurement could not be anticipated earlier.
- (b) There are sufficient reasons, to be recorded in writing by the competent authority, indicating that it will not be in public interest to procure the goods through advertised tender enquiry.
- (c) The sources of supply are definitely known and possibility of fresh source(s) beyond those being tapped is remote.
- (d) Nature of items to be procured is such that pre-verification of competence of firm is essential, hence requires registration of firms.

Sufficient time should be allowed for submission of bids in Limited Tender Enquiry cases.

3.1.4.3 Advertised (Open) Tender Enquiry (ATI)

Subject to exceptions incorporated under paragraph 3.1.4.2 above, invitation to tenders by advertisement should be used for procurement of goods of estimated value of more than Rs.25 lakhs (Rupees Twenty Five Lakhs) .

Advertisement in the form of a Tender Notice relating to ATI should be given in the Indian Trade Journal (ITJ) published by the Director General of Intelligence and Statistics, Kolkata and at least in one national daily having wide circulation. Additionally, for wider publicity, all Departments should also publish their tender notices on the CUSB web site www.CUSB.ac.in.

Ordinarily, the minimum time to be allowed for submission of bids should be three weeks from the date of publication of the tender notice or availability of the bidding document for sale, whichever is later.

3.1.4.4 Annual Maintenance Contract (AMC) :

University may enter into maintenance contract for a suitable period either with the supplier of the goods or with any other competent firm, not necessarily the supplier of subject goods. Such maintenance contracts are specially needed for sophisticated and costly equipment and machinery. The equipment or machinery is maintained free of charge by the supplier during its warranty period or such other extended periods as the terms of contract may provide for. The payment for maintenance should commence only there afterwards.

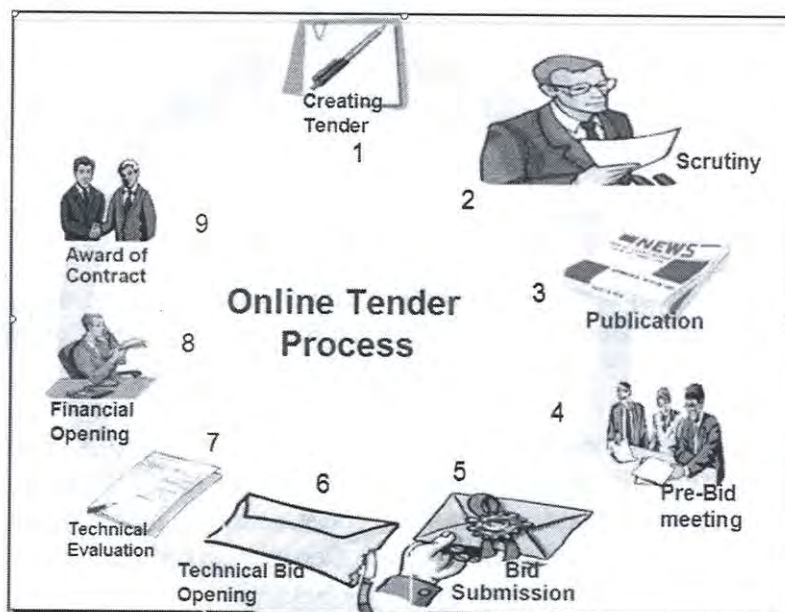
3.1.4.5 E – Procurement

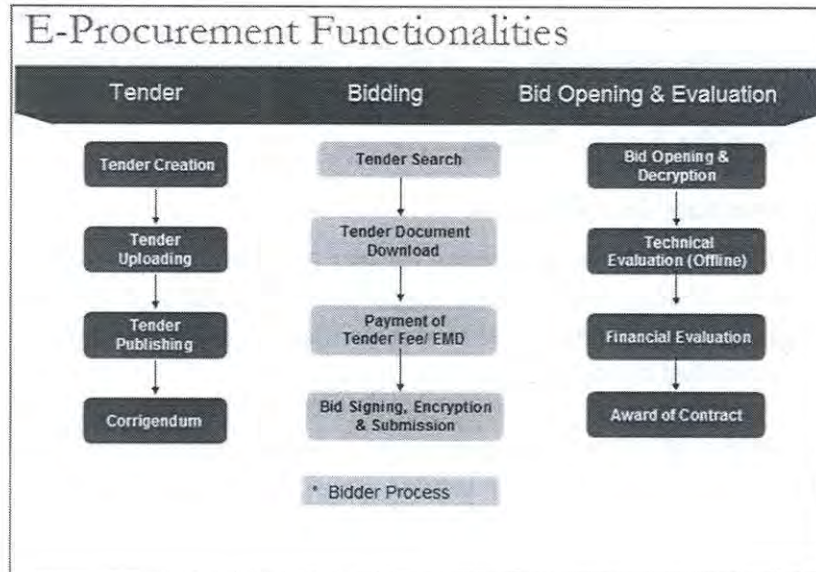
Purchase of goods through electronic mode of interface with tenderers and IT enabled management of the entire procurement process is gradually gaining popularity. In order to cut down transaction costs and improve efficiency and transparency, the University has made it mandatory to procure all goods / services as per the Govt of India Guide lines.

Government e-procurement system of NIC (GePNIC) is an online solution to conduct all stages of e-procurement process. Understanding the benefits and advantages of this e-procurement system the University has adopted the GePNIC system. The application has been developed following the guidelines of CVC, ADB and World Bank. It has been audited and certified by STQC, CyberQ, NICCA.

As such, all the departments / sections / centers may be advised to proactively engage themselves in articulating user needs in the development of IT system for e-procurement.

Work flow of e-procurement system





3.1.4.6 Minor Construction / Repair / Renovation / Electrical Work at Departmental Level

Considering the large volume of constructions works being undertaken annually by the University Works Department of the University. All the minor construction / repair / renovation / electrical work up to Rs.5.00 lacs may be carried at the departmental level with due approval of the competent authority. In this case it shall be responsibility of the concerned department to ensure that work has been done as per specification and the rate applied is at prevailing market rate. Rate schedule from CPWD / PWD may be obtained to ensure reasonability of rate. It shall also be the responsibility of the user to ensure that the basic structure in the University is not disturbed. The proper purchase procedure are also to be followed strictly, while executing construction works up to Rs 5.00 lac (five lacs) i:e inviting the quotation / tenders , evaluation of the same through DPC/LTC and registration of the order in the Finance as the case may be.

3.2 Procedure for Purchase

3.2.1 Constitution of Purchase Committee

3.2.1.1 Departmental Purchase Committee

The D.P.C. shall consist of the Head of the Department as Chairman, one member secretary and three members from amongst the senior most staff of the department. Names of the personnel of the D.P.C. shall be reported to the Finance Section in April each year for obtaining the approval of the Finance officer.

3.2.1.2 Purchase Committee For Centres, Projects, Schemes

The purchase committees for centres/ projects/ Schemes shall consist of the Coordinator/Principal Investigator as Chairman, Head of the Department, three permanent senior teachers working the area of centre/ scheme/ project as members

and one Purchase Secretary to be nominated by the Chairman. Names of the personnel of the purchase committee for Centres, Projects/Schemes shall be sent to the Finance Office along with specimen signatures in triplicate in April each year for obtaining the approval of the Finance Officer.

3.2.1.3 Project Purchase Committee

Each project must have a separate **Project Purchase Committee** with PI as Chairperson and Co-PIs (if any), Head of the Department/Coordinator of School and three senior teachers working in the area of center//project as members and one purchase secretary to be nominated by the Chairperson.

For purchase of items that require prior registration of order in the Finance section (purchase on limited or open-tender basis), the Project Purchase Committee will be enlarged as follows:

i)	Principal Investigator	Chairperson
ii)	Co-Investigator/s (if any)	Member/s
iii)	Director of the Institute/Dean of the Faculty or his/her nominee	Member
iv)	Head of the department/Coordinator of Centre/School	Member
v)	Vice-Chancellor's nominee (member from out side the department out of the panel)	Member
vi)	Two permanent senior teachers in the department	Member
vii)	Finance Officer's nominee	Member

3.2.2 Constitution of Tender Committee

The Tender Committee shall have following members:-

3.2.2.1 Limited Tender Committee

The Director/ Dean as the case may be	Chairman
The Dean of the Faculty (In Institute)	Member
The Head of the concerned Dept.	Member
The PI/ Coordinator, if required	Member
The Senior most Prof. of the Dept.	Member
The A.R. A/cs (FO's nominee)	Member
The A.R/D.R. of the Fac./Instt.	Member-Secretary

3.2.2.2 Open Tender Committee

The Director/ Dean as the case may be	Chairman
The Dean of the Faculty (In Institute)	Member
The Head of the concerned Dept.	Member
The PI/ Coordinator, if required	Member
The Senior most Prof. of the Dept.	Member
The D.R. A/cs (FO's nominee)	Member
The A.R/D.R. of the Fac./Instt	Member-Secretary

- 3.2.3 The Tender Committee may co-opt member(s) as per requirement. However, the co-opted member (s) can only advise the Committee.
- 3.2.4. The quorum will be 50% with the provision that the presence of the Chairman and FO's Nominee is mandatory. In case of any dissent by any member, the Chairman shall record the reasons in writing while giving the decision.
- 3.2.5 The Tender Committee will decide carefully the specifications of the item(s), if required, before publishing NIT and make them as broad based as possible in order to induce competition. It has to ensure that fair chance is given to every genuine competitor. Thus, restrictive clauses and tailor-made clauses that suit a particular group or a group of suppliers should be avoided. If desired, a Technical Committee consisting of experts may also be constituted to finalise the specifications of items of procurement.

3. Tender Document

- 4.1 The tender documents which comprise the detailed technical specifications, drawings, terms, conditions of purchase/contract. The text of the bidding document should be user-friendly, self-contained and comprehensive without any ambiguities. All essential information, which a bidder needs for sending responsive bid, should be clearly spelt out in the bidding document in simple language.
- 4.2 Two bid system - For purchasing Research and Academic equipment and material etc., of a complex and technical nature, bids may be invited in two parts:
- a) Technical bid consisting of all technical details along with commercial terms & conditions and EMD, wherever applicable.
 - b) Financial bid indicating item-wise price for the items mentioned in the technical bid.

4. Receipt and Opening of Tender

- 5.1 A separate register is to be maintained for keeping records of the bids received. Such bids will be kept in safe custody with the Head / Dean / Director / PI, as the case may be, till the date & time of bid opening and then such bids will be handed over to the Tender Opening Committee (TOC).

Tenders received within specified time and date shall be opened by the duly constituted tender opening committee.

The bids should be opened immediately after the specified deadlines of receiving of bids with minimum time gap in between. In case of two-bid tenders, the TOC will first open the Techno-commercial un-priced bids (technical bid).The sealed financial bids will be signed by TOC with date and kept in the custody of Head / Dean / Director / PI, as the case may be. The financial bid will be opened only after evaluation of the technical bids.

5.2 Late and Delayed tenders

Tenders received after the specified time and date of opening are treated as "Late" while tenders received after the last date specified for receipt of tender but before the date of opening of the tender are treated as "Delayed".

Such tenders shall be marked as late/delayed as the case may be. They shall not be opened at all and be returned to the bidders in their original envelope without opening.

5.3 Bid Security/EMD - Bid Security may be taken in cases for equipment /material costing above 10 lakhs. However, the Sanctioning authority i.e., Finance Officer/ Vice-Chancellor, in exceptional cases may, waive off the condition of Bid Security especially for highly reputed companies.

Bid security may be collected @ 02 -05 % of the bid value by way of Demand Draft (DD)/ Bankers cheque (BC)/Bank Guarantee/Fixed Deposit receipt pledged in favor of the Registrar, Central University of South Bihar and should be valid for a period of 45 days beyond the bid validity period. All tenders received without BS, wherever applicable shall be summarily rejected.

The bid security should be refunded to the successful bidder on receipt of Performance Security or alternatively the bid security could also be adjusted against the performance security, if it is paid through DD/BC. The bid security shall be refunded to the unsuccessful bidders within thirty (30) days from the award of contract.

5.4 Performance Security (PS) – Performance Security may normally be taken *within 21 days* after the award of the contract /placement of purchase order from the successful bidder within the range of 05-10% (ten percent) of the order value for a period of one year/ beyond 60 days of warranty period as the case may be for due performance of the contract. The Performance security may be increased /decreased or waived off with the approval of the competent authority i.e., Finance Officer / Vice-Chancellor in exceptional circumstances.

5. Repeat Order

6.1 *The department should place a repeat order of a registered order only within the same financial year. In such a repeat order, the copies of the original order, purchase file and comparative statement signed by the members of the Purchase Committee should be enclosed while forwarding the purchase order for registration.*

6.2 *Repeat orders may be placed against any previous orders which was placed as a result of normal tendering process, if the demand is urgent and the process of tendering may not only delay purchase but may also invite high prices.*

6.3 *A repeat order should not be an amalgamation of two or more orders placed with a firm on different occasions.*

6.4 *In all cases, a specific confirmation must be obtained from the concerned supplier regarding acceptance of the same terms and conditions prior to release of the repeat order. The prices of the items being purchased on repeat order basis have not come*

down in the interim, owing to drop in raw material cost, increased competition, increased production and taxes, duties etc.

6. Buy-Back Offer

When it is decided with the approval of the competent authority to replace an existing old item(s) with a new and better version, the department may trade the existing old item while purchasing the new one. For this purpose, a suitable clause is to be incorporated in the bidding document so that the prospective and interested bidders formulate their bids accordingly. Depending on the value and condition of the old item to be traded, the time as well as the mode of handing over the old item to the successful bidder should be decided and relevant details in this regard suitably incorporated in the bidding document. Further, suitable provision should also be kept in the bidding document to enable the purchaser either to trade or not to trade the item while purchasing the new one.

Buy-back of items like computers, scanners, servers, laptops, LCD projectors, Printers, photo copiers, fax machines, refrigerators and the like of five year vintage or more can be made subject to the following conditions:-

- (1) The approval of the competent authority for declaring the items as absolutes etc has to be as per provision laid down in the accounts rules of Govt of India.
- (2) Prices be obtained from various bidders and the bids should be clearly mentioned that the offer is under buy-back scheme and buy-back price be mentioned separately
- (3) Once the purchase is completed, the original value of the item be written off from the books of the respective heads.

7. Terms of Payment

8.1 The normal mode of payment is 100% on bill basis after receipt and acceptance of material in good condition (in case of equipment after satisfactory installation and commissioning of the equipment).

8.2 Part payment

Depending upon the terms of the delivery incorporated in a contract, part payment to the supplier may be released after it dispatches the goods from its premises in terms of the contract subject to inspection.

8.3 Payment against delivery

There may also be cases when payment against delivery needs to be released, which is commonly in practice for smaller value items and with traders who supply against cash/cheque. Such payment is much safer than payment through bank against documents as material itself is received against payment instead of documents. Such terms should be allowed. However, the Purchase officer should ensure that the material is inspected and found acceptable as per requirement.

Where payments are required to be released against fabrication contracts, depending upon progress of work in a staged manner, such payments may also be allowed based

on verification & inspection and any other suitable safe guards as considered appropriate.

8.4 Advance Payment

8.4.1 Advance payments, not exceeding 90% of the price, may be made against equivalent bank guarantee from a scheduled bank. For smaller value items and with traders who supply against cash / cheque, advance payment (on proforma invoice) against delivery may be allowed.

However, the department should ensure that the material is inspected and found acceptable as per requirements/specifications.

8.4.2 Advance payments should be agreed only in the case of absolute necessity.

8.4.3 The amount of advance payment against contract for supply of stores, which have either been dispatched or are being immediately sent and payment should be made only against proof of dispatch.

8.4.4 The firm to which advance payment is being made should be an established one having a reputation for fair dealing.

8.4.5 Adequate safeguards should be taken to ensure the University interest and the departments concerned should be fully satisfied on this account.

8.4.6 The teacher/officer (drawing the money for making advance payment to suppliers of stores shall be personally responsible for its adjustment for which purpose he will send the detailed bill to Finance Section within a period of one month from the date of drawl of advance.

8.5 Black Listing of Firms

Black-listing of firm can be done on the recommendations of the Finance Officer / Directors / Deans / HOD / PI and with approval of the Vice-Chancellor. The Dy. Registrar (Purchase) shall process all such cases reported by the Department / Centers. A Committee (i.e consisting of Chairman, 03 members and a member secretary) specially constituted by the Vice-Chancellor shall examine the cases and shall submit its recommendations to the Vice-Chancellor for final action. The information on such firms shall be promptly and widely disseminated by Dy. Registrar (Purchas) to all concerned.

8. Liquidated Damages (Late delivery)

There should be a suitable provision in the terms and conditions of the contract for claiming liquidated damages of appropriate amount from the supplier to take care of delays in supplies and performance, for which the supplier is responsible. Such recovery through liquidated damages should be without prejudice to the other remedies to the purchaser under the terms of contract.

A penalty clause for a penalty of 1% of the delivered price of the delayed goods for each week or part thereof subject to a maximum of 10% of the delivered price is to be incorporated in the contract terms except *force majeure*. If the payment term is 100% against delivery and if there is delay in supplying the material then a cheque of penalty amount must be taken from the seller in favour of the Registrar, CUSB before releasing the payment

9. Duties and Taxes

The applicable concessional custom duty for educational Institute is payable for imported items. In case the order is on Ex-works or FOB basis, the University may be required to pay freight / insurance charges as per prevailing rate.

As per the prevailing taxation policy of the Government, VAT/CST shall be payable for all indigenous items. The service tax shall be applicable for service and for Annual Maintenance Contract (AMC).

The University is partially exempted from paying custom/excise duty for all imported and indigenous items, for which an excise/custom duty exemption certificate shall have to be provided by the University.

- 10.** The Vice-Chancellor may at his discretion permit deviations from any of the above provision if he is satisfied that such deviations will be in the interest of the University and that the insistence on the above provisions may cause inconvenience and delay.

Format for Limited Tender

Central University of South Bihar

(DEPTT.)

Patna-800014

Dear Sirs,

ENQUIRY

LAST DATE OF SUBMISSION

Please quote your lowest rates for the items given in annexed enclosure so as to reach this office on or before the date and time noted above. ***Observance of Conditions of Purchase and Important Instruction/Notes is essential failing which your Quotation is liable to be rejected.*** Further, if you want to quote any additional features, you are suggested to use a separate sheet. It must be ensured, before submission of the quotations, that each and every submitted paper has been signed and the seal of the firm affixed.

Yours faithfully,

CONDITIONS OF PURCHASE

1. The offers addressed to the Central University of South Bihar, Patna- 800014. **MUST be sealed and marked as :**

“Enquiry No. _____ Dated _____”

Due Date _____” on the face of the envelope.

2. Apart from other specifications in respect of the quality, standard, terms, etc., the offer should specifically clarify the points noted below, in the following order :
- i. **Validity of the Offer :** Here please mention the time (From to) upto which your quotations shall be current. The quoters shall have no right to revise them within the period given here on the plea of fluctuation in the market rate. It will be appreciated that the validity of the offer may be for a specified period of 90 days normally.
 - ii. **Time of Delivery :** You have to state the minimum period during which the supplies will be effected by you in full.
 - iii. **Place of Delivery :** You should mention clearly the place of destination and mode of transit by which the supplies will be effected without any extra charges. The University prefers F.O.R. CUSB prices in case of outstation suppliers, and Delivery at Our Site in case of Local suppliers.
 - iv. **Central Sales Tax :** Here you have to state the present rates leviable. In case the same is not applicable mention ‘Not Applicable’, and if the prices are inclusive of this sales tax please write ‘Included in the Prices’. The Sales Tax Registration No. should invariably be quoted in the offer, failing which the offer will not be considered.
 - v. **Provincial Sales Tax :** As detailed under (iv) above.
 - vi. **Excise Duty :** As detailed under (iv) above.
 - vii. **Insurance :** If the rates are inclusive of insurance, please write ‘Included in the prices, otherwise state ‘Not Included’. In case of local suppliers where insurance is not necessary, they may mention “Not Applicable”.
 - viii. **Packing and Forwarding Charges :** If these charges are accounted for in the prices quoted by you, please mention ‘Included in the Prices’. Otherwise please give approximate charges thereof. It may be noted that the University will pay only the actual expenses on these accounts.
 - ix. **Other Incidental Charges :** Here other charges which are not fully accounted for in the above paras, may be mentioned.
3. Specifications and quantities mentioned in the enquiries made by the University may be changed, altered or even cancelled altogether.
4. Suppliers having Rate Contract with Central or Provincial Government should quote alongwith a certified copy of the current Government Rate Contract. Old Rate Contracts shall not be considered.
5. The offers must be accompanied by the relative catalogues, leaflets, brochures and samples wherever possible. While every effort is made to return the samples to the suppliers, the University cannot accept any responsibility in this respect.
6. All quotations should be net, after showing discounts etc, duly deducted.

7. The University normally does not accept documents through bank, nor makes payments in advance. Every payment is made after satisfactory execution of the order.
8. Where an order is executed in parts and the suppliers are not so instructed, the payments will be made when all supplies are satisfactorily received.
9. If the terms of the quotation etc. are vague, incomplete, contradictory and confusing, the offer will summarily be rejected without any information.
10. The suppliers desirous of having offers acknowledged must send them '**Registered Acknowledgement Due**'. No quotation will be separately acknowledged.
11. The suppliers will be informed of the decision in due course in case of decision in their favour and any interim enquiries about offers will not be attended to.
12. The University may ask the suppliers to deposit the earnest money in case of our acceptance of their offer, wherever necessary.
13. Wherever substitutes are offered in place of our enquiry, the difference thereof must clearly be indicated in the quotation. If not, the quoters will be held responsible for any difference between our demand and actual supply and the defective stores supplied shall be returned at supplier's risk and cost.
14. Once the offer is accepted by the University and the order is given on that basis, the suppliers will have to deliver the goods accordingly within the stipulated time, or meeting the compensation for loss, if any, on account of non execution of the supply order.
15. Bank commission where applicable will have to be borne by the suppliers.

All disputes are subject to "*Patna jurisdiction*" only.

Central University of South Bihar

(DEPTT.....)

CUSB - 221 005

IMPORTANT INSTRUCTIONS/NOTES

PLEASE GO THROUGH THE FOLLOWING INSTRUCTIONS/NOTES CAREFULLY OTHERWISE YOUR QUOTATION IS LIABLE TO BE REJECTED

1. LAST DATE OF SUBMISSION OF THE OFFERS

Your sealed offer should reach the office of the undersigned *latest by* _____. Any offer received after the last date shall not be entertained. Along with offer the following should also be submitted:-

- i. Printed copies of the **Catalogue/Price List** of the products.
- ii. Attested photocopy of current manufacturing license, if available, issued by competent authority.
- iii. List of organizations where the firm is on rate contract or has been supplying the items, along with their performance certificates, if available, and attested photocopies of rate contracts.
- iv. The enclosed certificates and proforma duly filled in and signed by the authorized official.

2. RATES:

Please quote your lowest rate F.O.R. Destination only otherwise your offer may not be considered. Please quote for those items/specifications only which have been asked for. The rates should include insurance coverage, if necessary for safe delivery. The University shall not pay separately for transit risk insurance. The firm shall be responsible until the stores arrive in good condition at the Destination. Further, if there is any damage or loss to the stores in transit, the firm will get the stores replaced/repaired (if possible) to the entire satisfaction of the consignee otherwise will be deducted for items found in broken/unserviceable conditions or short in quantities.

3. DISCOUNT:

Kindly indicate the maximum discount allowed.

4. TAXES AND DUTIES:

Please clearly specify the rates for the taxes, duties and other expenses applicable on the stores even if the rates are net. The rate as applicable should be clearly mentioned in the offer.

In case of sales made by local dealer, only Bihar Vat can be charged. Bihar Vat is also not payable to the second importers of the goods in the state.

The CST will be paid only when supplies are made from outside the state of Bihar. and are not reimbursable to the local dealers.

Excise duty will be reimbursed only when the claim is supported by a valid gate pass.

5. VALIDITY OF THE OFFER:

The rates quoted should remain firm and fixed, atleast for three months from the last date of receipt of quotations and no revision shall be entertain during this period however, in the event of deduction or increase in Govt. duties/levy during the period of execution of the order, the rates shall be suitably adjusted with effect from the date notifying said reduction or increase in the Government levy/duty

upto the 31st March of the financial year and no request for rate revision shall be entertained during this period.

6. FALL CLAUSE:

- i. The prices charged for the stores supplied by the firm in no event should exceed the lowest price at which the firm sells the stores or offers to sell the stores of identical description to any individual/organization/body etc. during the currency of the validity of the offer.
- ii. If at any time during the said period, the firm reduces the sales price, sells or offers to sell such stores to any person/organization/body (including dealers) etc. at a price lower than the price quoted, it shall forthwith inform such reduction or sale or offer to sale to the undersigned and the price payable for stores supplied after the date of coming into force of such reduction or sale of offer to sale shall stand correspondingly reduced. However, if it is discovered later on that the firm failed to inform the University about the reduction in the sale price and continues to charge higher rates, it is liable to be debarred from doing any business with the University in future.

7. EXECUTION OF SUPPLIES AND BILLING:

It is desirable that the supplies be made by a manufacturer directly. However, if a manufacturer is not in a position to execute supplies directly and intends to make the same through authorized dealer(s) their name(s) and address(es) should be declared in advance at the time of submission of the offer.

As far as possible the rates should be quoted by the manufacturer only. However, if the rates are being quoted by the authorized dealer, a certificate of authority for quoting rates on behalf of the manufacturer, should be enclosed. Also, the manufacturer should clearly indicate whether the orders will be placed with it or its authorized dealer(s). In such cases, no extra charges by way of any local Taxes/Trade Tax in addition to Central Sales Tax by admissible in case of supplies received from local authorized dealer(s).

8. PAYMENT TERMS:

As usual, payments shall be on bill basis after receipt of materials in good condition and satisfactory performance report by the user.

9. REJECTION CLAUSE:

If the stores received do not conform to the description and quality as contained in the quotation or have deteriorated (and the decision of the University in that behalf will be final and binding) the University reserves the right to reject the said items or such portion, thereof, as may be discovered not to conform to the said description and quality. On such rejection the firm at its cost will replace the goods.

10. THE UNIVERSITY RESERVES THE RIGHT TO:

- i. Reject the quotation in absence of not furnishing the documentary evidence in respect of Trade/ Sales Tax Registration (C.S.T./BSCT.), Income Tax and Trade Tax clearance certificates together with the performance of supplies in various branches/institutions.
- ii. Reject the supplies already made, if not found upto the mark. Random checking may be adopted to test the correctness of the supply.
- iii. To reject any addition/alteration in respect of local dealerships intimated by the Principals after consideration of the case by the University.
- iv. To reject any offer which is not supported/submitted along with the catalogue/pricelist within the scheduled time.
- v. To reject any or all the offers without assigning any reasons thereof.

The decisions of the University in all respects shall be final and binding on all.
Please ensure that your offer is complete in all respect as no further clarifications shall be sought from you and reaches us within the last date mentioned above. The University shall not be responsible for any postal delays / losses in transit etc.
Please mention our reference number and the due date on the sealed envelope; otherwise your quotation may not be entertained.

Yours faithfully,

TO BE RETURNED WITH

UNDERTAKING

WE HEREBY UNDERTAKE THE FOLLOWING:

1. We will not sell the product (s) to other institutions, bodies and also in the market on the rates less than those quoted by us to the University.
2. The goods on which Sales Tax has been charged are not exempted for payment of Sales Tax under C.S.T. Act or BSCT. Act or the rules made there under and the amount mentioned on account of Sales Tax on goods is not more than what is payable under the provisions of the relevant Act or Rules made there under.
3. The rate of Excise Duty mentioned in the quotation is in accordance with the provisions of the rules and the same is payable to the Excise Authorities in respect of the stores.
4. The goods / Stores / articles offered shall be of the best quality and workmanship and their supply will be strictly in accordance with the technical specifications and particulars as detailed in the quotation.
5. The information furnished by us in the quotation is true and correct to the best of our knowledge and belief.
6. We have read and understood the rules, regulations, terms and conditions and agree to abide by them.

Authorised Signatory
(Seal)

Central University of South Bihar

Patna-800014

**TO BE RETURNED WITH
QUOTATION**

Following proforma should be filled in and duly signed by the firm and sent alongwith the quotation. (Please refer to the detailed instructions/notes before filling this proforma).

1. Validity of the offer :
2. Approximate Delivery Period :
3. (a) Whether rates have been quoted F.O.R. site and covers packing forwarding and insurance charges. : YES / NO
(b) If not, please mention the same :
4. (a) Whether the prices are inclusive of Sales Tax and other taxes. : YES / NO
(b) If not, kindly specify the amount / rate :
5. If the Sales Tax is charged extra, declaration for charging Sales Tax correctly attached. : YES / NO
6. (a) Whether supply will be made directly or through any Local / Regional / Authorized Dealer / Stockist :Directly / Stockist / Authorized Dealer
(b) If through a Stockist / Dealer : -
(i) Name and full address of the Party :
.....
(ii) Whether the order to be placed with the : Principal / Stockist / Dealer
(iii) Who will raise the bill : Principal / Stockist / Dealer
(iv) Cheques will be drawn in favour of : Principal / Stockist / Dealer
(v) Whether any Delivery, Packing and Forwarding Charges will be payable to local Stockist/Dealer : YES / NO (Please specify the amount/percentage etc. if any)
7. Our terms of payment (Please indicate your preference by a (✓) mark). Please note that no other payment terms are likely to be accepted.
(a) **For Local Firms or if the bills are raised by the Local Dealers.**

(i) 100% Payment on bill basis :
OR

(ii) 100% payment against Proforma Invoice after receipt of materials in good condition, installation and satisfactory report.

(Only under exceptional cases)

(b) If the bills are raised by outstation Firms

(i) 100% Payment on bill basis :

OR

(ii) 100% payment against Proforma Invoice after receipt of materials in good condition, installation and satisfactory report :

OR

(iii) D.G.S. & D. Terms of Payment for D.G.S. & D Rate Contract items :

OR

(iv) 75% against Proforma Invoice (at site) or documents through Bank and 25% after receipt of materials in good condition, installation and satisfactory report. :

OR

(v) 90% payment against Proforma Invoice (at site) or documents through bank and 10% after receipt of materials in good condition, installation and satisfactory report (Only under special Circumstances). :

8. Whether any Excise Duty is payable on the items. : YES / NO
If yes, indicate the amount / percentage. :%

9. Whether any installation charges are payable extra. : YES / NO
If yes, amount to be specified. :

10. Whether any discount for educational institution offered on the printed price list of the manufacturer. : YES / NO
Please mention the amount / percentage. :

11. Whether the product is on DGS &D/D.I. Rate contract. : YES / NO
If yes, please enclose a photocopy of the same. :

12. Whether the product bears I.S.I. Mark. : YES / NO
If yes, please mention the I.S.I. License no. :

13. (a) Whether the firm is Sales Tax payer. : YES / NO
If yes, please mention the Sales Tax Numbers. :

(b) Whether the Local Dealer(s) is / are Sales Tax payer(s) : YES / NO
If yes, please mention the Sales Tax numbers of each :

14. Whether printed / authenticated price list of the Firm's Products and Catalogue etc. enclosed. : YES / NO

Signature of the Authorised Official with Seal

Format for Notice Inviting Tender

Central University of South Bihar (NOTICE INVITING TENDER)

On behalf of the Vice-Chancellor, CUSB, sealed item rate tenders from manufactures (or their 'authorised' dealers by submitting letters/certificates, in original, from the manufacturers that they have been authorized to quote in response to *this* NIT) of the following items are invited:

Sl. No.	Tender no.	Specifications & quantity of the item	Estimated cost

The Tender Documents for items will be on two-Bid System consisting of Technical Bid and Price Bid. The Tender Documents will be submitted item-wise in two separate sealed covers clearly mentioning on the envelope the details of items for which bid is submitted. Any firm may bid for any number of items against the purchase of Tender Document but each offer must be item-wise in two bid cover enclosing item-wise EMD with Technical Bid.

The Tender Document (non-transferable) alongwith detailed specifications, terms and conditions may be purchased by the interested supplier on submission of a written application to the undersigned alongwith payment of non-refundable Tender price as mentioned below. The Tender price may be paid in the form of Bank Draft in favour of Registrar, Central University of South Bihar payable at Patna. The Tender document can be collected during office Hrs. (from 10.30am to 5.00pm) on all working days (Monday to Saturday) either in person or by post from the office of the undersigned. The postal Charges of Rs. 100/- (Rupees Hundred only) will be charged extra if required to be sent by post.

- a) Price of Tender Document: Rs. 500/- (five hundred Non-refundable).
- b) Date of commencement of sale of Tender Document:
- c) Last date for sale of Tender Document:
- d) Last date and time for receipt of Tender Document: upto 5:00pm. The tender should be addressed to the undersigned, and should be delivered in person or sent by Registered post so as to reach the University on / before upto 5:00. No tender will be accepted after the due date and time.

All Tender Documents must be accompanied by the Bid Security Form/Earnest Money Deposit (Refundable) equivalent to 2% of estimated cost of each item. The Earnest Money Deposit is to be paid in the form of Bank Draft in favour of the Registrar, Central University of South Bihar payable at Patna. The Bid Security Form/Earnest Money Deposit Bank Draft must be enclosed with Technical Bid. The details of Bank Draft Number of Earnest Money Deposit must be endorsed on top of envelop containing Technical Bid (EMD must be submitted separately for each item).

The University shall not be responsible for any delay in receiving Bids/sending of Tender Document by post.

The University reserves the right to accept or reject any bid, without assigning any reason thereof. No correspondence in this regard will be entertained.

Earnest Money shall be forfeited in case it is found at any stage that information/particulars regarding supply of tendered item(s) is false.

(Head of the Dept./Office)

Format of Tender Document

TENDER DOCUMENT FOR

BID REFERENCE

**DATE OF COMMENCEMENT OF
SALE OF BIDDING DOCUMENT**

**LAST DATE TIME FOR SALE OF
BIDDING DOCUMENTS**

**LAST DATE AND TIME FOR
RECEIPT OF BIDS**

ADDRESS FOR COMMUNICATION

TENDER DOCUMENT FOR _____ -

INVITATION FOR BIDS

1. Sealed bids in two parts (techno commercial unpriced & Priced bids) are invited from eligible bidders for the following

Sl. No.	Tender No	Subject	Earnest Money Deposit
1.			
2.			
3.			

2. Interested eligible Bidders may obtain further information from and inspect the bidding documents at the office of the -----

3. Each set of bidding document can be purchased by any interested eligible bidder on payment of the cost of tender document. The cost of bidding documents as indicated above should be submitted in the form of a Demand Draft in favour of the Registrar Central University of South Bihar payable at Patna.

4. All bids must be accompanied by earnest money deposit as specified above and must be delivered to the above office upto 5.00 pm of _____.

5. The University reserves the right to accept or reject any or all tenders either in part or in full without assigning any reasons there for.

6. This Tender Document contains the following:

- A. Instructions to Bidders
- B. General conditions of contract
- C. Tender form (Techno commercial unpriced Bid)
- D. Tender form (priced Bid)
- E. Check-list for Bid/Tender submission
- F. Bank guarantee form

INSTRUCTIONS TO BIDDERS

A. Introduction

1. Qualification criteria/ Eligible Bidders

1.1 This Invitation for Bids is open to all manufacturers & their dealers authorized to quote in response to this NIT.

1.2 Copies of valid Central/State sales tax registration certificate, Income tax clearance certificate, proof of manufacturing unit/dealership & general order suppliers and copies of two major supply orders valuing more than Rs. 20000/- executed during the preceding two years for Govt. depts. /PSUs and Central Autonomous bodies have to be submitted.

2. Cost of Bidding

2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

3. Cost of Bidding Documents

Interested eligible bidders may purchase the bidding documents on payment of the cost of bidding documents as indicated in the invitation for bids. The cost of bidding documents should be submitted in the form of a Demand Draft in favour of the Registrar Central University of South Bihar payable at Patna.

4. Content of Bidding Documents

4.1 The goods required, bidding procedures and contract terms are prescribed in the bidding documents. In addition

to the Invitation for Bids, the bidding documents include:

- (a) Instruction to Bidders (ITB);
- (b) General Conditions of Contract (GCC);
- (c) Schedule of requirements;
- (d) Tender form (technical bid).
- (e) Tender form (financial bid)

4.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

5. Amendment of Bidding Documents

5.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

5.2 All prospective bidders who have received the bidding documents will be notified of the amendment in writing, which will be binding on them.

5.3 In order to allow prospective bidders reasonable time within which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

6 Language of Bid

6.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language.

7. Documents Comprising the Bid

7.1 Techno commercial unpriced bid and priced Bids: The bids are to be submitted in two parts in separate sealed envelopes i.e. Techno commercial unpriced bid and priced Bids.

(a) Techno commercial unpriced bid along with Earnest Money Deposit (EMD) as shown in invitation to bids may be submitted either through Bank Guarantee valid for the duration of contract as per enclosure to the bidding documents or by a demand draft of Nationalised Bank in favour of the Registrar, CUSB payable at CUSB. If the EMD is not received along with the technical bid, such bid will not be considered. The samples of all the items shown in the schedule of requirements of each tender should also accompany the techno commercial unpriced bid in a separate sealed envelope.

(b) Priced bid.

7.2 Techno commercial unpriced bid: The Techno commercial unpriced bid prepared by the bidder shall be provided in the following Model Response format :

Model Response format

- (a) Standing of each Bidder Manufacturer/Dealer and past experience in supply of the material (certificates to be enclosed), proof of manufacturing Unit/Dealership letter and general order supplier.
- (b) List of other Govt. Departments , Public Sector units and Central Autonomous Bodies for which the bidder is supplying material or having the similar type of contracts and a certificate regarding the satisfactory performance of the contract.
- (c) Copy of the audited balance sheet of the vendor for the previous financial year indicating the turnover in supply of the material.
- (d) Details of Permanent Account Number and latest income tax clearance certificate.
- (e) Details of S.T. No. along with a copy of certificate to be attached.
- (f) Submission of samples if required, for all items indicated in the schedule of requirements. The make of items proposed to be supplied should be indicated in the format of the schedule of requirements and submitted along with the techno commercial un priced bid without indicating the pricing components.
- (g) Willingness to execute all orders which are placed to meet emergency requirement on priority basis. The Bidder shall note that standards for workmanship, material and equipment, and references to brand names designated by the Purchaser in the schedule of requirements are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in his bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

7.3 Priced Bid

The priced bid shall comprise the techno commercial bid along with the price component indicating the Unit prices for each and every item indicated in the schedule of requirements.

- (a) The prices quoted must be net per unit as shown in the Schedule and must include all charges for delivery at the designated stores.

- (b) The rate must be stated for each item separately both in words and figures. If there is a discrepancy between the price quoted in word and figures the higher price quoted will be treated as final.
- (c) The price quoted by the tenderers should be exclusive of Excise Duty & Sales Tax. However, the Excise Duty & Sales Tax payable should be quoted separately in the schedule enclosed.
- (d) Quoted prices should be firm and inclusive of octroi, freight and forwarding charges, handling charges, loading and unloading charges, insurance charges etc.
- (e) The prices once accepted by the University shall remain valid till the successful execution of the order and till supplies are fully effected and accepted or 12 months from the date of acceptance of tender whichever is later. The University shall not entertain any increase in the rates during the period. However, in the event there is a reduction or increase in Government levy/duties during the period of execution of the order, the rates shall be suitably adjusted with effect from the date notifying the said reduction or increase in the Government levy/excise duty. The quantity given in the schedule is approx annual requirement, which can be reduced or increased by 50%.

NOTE

- 1. THE TWO BIDS (BOTH TECHNO COMMERCIAL UNPRICED BID) ALONG WITH EARNEST MONEY DEPOSIT (EMD) AND SAMPLES (IF REQUIRED) AND THE PRICED BID SHOULD BE SUBMITTED SEPARATELY FOR EACH TENDER.**
- 2. CONDITIONAL BIDS WILL NOT BE ACCEPTED**

8 Bid Prices

8.1 The Bidder shall indicate on the Schedule of requirements, the unit prices of the goods it proposes to supply under the Contract and enclose it with the priced bid.

8.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

(i) The prices quoted must be net per unit as shown in the schedule of requirements and must include all charges for delivery at the designated stores.

(ii) Any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded;

8.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account.

9 Bid Currencies

9.1 Prices shall be quoted in Indian Rupees only. In case of direct import the prices may be indicated in the foreign currency. The University may, at its discretion, arrive at approximate Rupee equivalent on the basis of exchange rate on the date of opening of price bid.

10 Period of Validity of Bids

10.1 Bids shall remain valid for 90 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

10.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its EMD. A Bidder granting the request will not be required nor permitted to modify the bid.

10.3 Bid evaluation will be based on the bid prices without taking into consideration the above modifications.

D. Submission of Bids

11 Sealing and Marking of Bids

11.1 The outer envelope containing Techno commercial unpriced bid along with EMD & samples, if required, and priced bid shall be addressed to _____ and shall indicate tender number and due date.

11.2 The inner envelope shall indicate the name and address of the bidder, tender number due date and contents i.e. "Techno commercial unpriced bid along with EMD" and "Priced bid".

11.3 If the outer envelope is not sealed and marked as required, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

12 Deadline for Submission of Bids

12.1 Bids must be received by the Purchaser at the address specified not later than the time and date specified in the Invitation for Bids. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received upto the appointed time on the next working day.

12.2 The Purchaser may, at his discretion, extend this deadline for submission of bids by amending the bid documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

13 Late/Delayed Bids

13.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, pursuant to Clause 5 of invitation of bids will be rejected and/or returned unopened to the Bidder.

14 Modifications and Withdrawal of Bids

14.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

14.2 The Bidder's modification or withdrawal notice shall be prepared, marked and dispatched in a sealed envelope. A withdrawal notice may also be sent by telex or cable or fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.

14.3 No bid may be modified subsequent to the deadline for submission of bids.

14.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the bid form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its EMD.

E. Bid Opening and Evaluation of Bids

15 Opening of Techno commercial unpriced Bids

15.1 The purchaser will open all techno commercial unpriced bids in the first instance.

16 Clarification of Bids

16.1 During evaluation of the bids, the purchaser may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

16.2 No Bidder shall contact the purchaser on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the University it should be done in writing.

16.3 Any effort by a Bidder to influence the purchaser in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

17 Evaluation of Techno commercial unpriced Bid

17.1 Prior to the detailed technical evaluation, the purchaser will determine the substantial responsiveness of each bid. A substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviations.

17.2 The purchaser will reject a bid determined as not substantially responsive.

17.3 The bidders may be called for discussion and may be allowed to modify their technical bids to suit the organization's requirement. The idea is to arrive at a threshold level of acceptability above which all the bidders shall be treated on par. Those whose technical specifications do not reach the threshold level of acceptability shall be rejected as technically unsuitable. The price bids of the bidders who finally emerge as technically acceptable shall be opened, evaluated and the contract awarded to the lowest evaluated bidder.

17.4 The bidders short-listed by the purchaser based on evaluation of their technical bids may be called for detailed discussions with a team selected for the purpose, at a specified date, time and venue, if needed.

18. Opening of Priced Bids

18.1 The Purchaser will open the Priced Bids of only those bidders whose techno commercial bids have been found to be substantially responsive.

18.2 The priced Bids of the technically qualified bidders shall be opened by the tender committee.

19. Evaluation and Comparison of priced Bids

19.1 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between words and figures, whichever is the higher of the two shall be taken as bid price. If the Vendor does not accept the correction of errors, its bid will be rejected.

19.2 Bidders shall state their bid price for the payment schedule outlined in the Clause 14 of General Conditions of Contract. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The purchaser may consider the alternative payment schedule offered by the selected Bidder but it may not be binding on the purchaser.

19.3 The purchaser, at its option may ask some more bidders to match the rates of the lowest bidder for creating parallel suppliers.

20. Purchasers right to accept any bid and to reject any bid or all bids

20.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.

21 Award Criteria

21.1 Subject to Clause 19, the purchaser will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the best evaluated bid provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

22. Notification of Award

22.1 Prior to the expiration of the period validity, the purchaser will notify the successful Bidder in writing by letter or by fax, to be confirmed in writing by speed post or hand delivered letter, that its bid has been accepted.

23. Factors Affecting the Award of Supply

23.1 The bidder should have its own Contract support facilities. The support facilities should be fully owned and managed by the bidder.

23.2 Conformity with the Request for Bid/Tender required and conditions.

23.3 The assessment based on the response to Model Response Outline.

23.4 The assessment of the capability of the bidder to meet the terms and conditions.

23.5 The bidders must have executed similar orders, for which the bidder is quoting, as indicated in clause I for Govt./Semi-Govt./Autonomous Organizations.

23.6 The cost and the discount offered, if any.

24. Fall clause

24.1 The price quoted by the supplier should not be higher than the maximum retail price, if any, for the stores and the same shall not be higher than the price usually charged by the supplier for stores of the same nature, class or description to any other purchaser.

24.2 The price charged for the stores supplied under the contract by the supplier shall in no event exceed the lowest price at which the supplier sells the stores of identical description to any other person during the period till performance of all supply orders placed during the currency of the contract is completed. If at any time during the period the supplier reduces the sale price of such stores or sells such stores to any other person including his dealers at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale to the purchaser and the price payable under the contract for these items of stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

24.3 If it is discovered that the supplier has contravened the above conditions, then without prejudice to any other action which might be taken against him, it shall be lawful for the purchaser to (a) revise the price at any stage so as to bring it in conformity with sub-clause(i) above, or (b) to terminate the contract and purchase the items of stores at the risk and cost of the supplier and in that event the provisions of Clause 28 of General Conditions of Contract shall, as far as possible, be applicable or recover the loss.

25. Samples

25.1 All suppliers are requested to submit samples of items indicated in the schedule of requirements for each tender separately in a separate envelope along with the technical bid (where ever applicable).

GENERAL CONDITIONS OF CONTRACT

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "The order" means the agreement entered into between the Purchaser and the Supplier including all the attachments and appendices and all documents incorporated as per notification of award.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) "The Goods" means all the items, which the Supplier is required to supply to the Purchaser under the Contract;

- (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services training and other obligations of the Supplier covered under the Contract;
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "The Purchaser" means the organization purchasing the Goods i.e Central University of South Bihar payable at Patna.
- (g) "The Purchaser's country" is India.
- (h) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- (i) "Day" means calendar day.

2. Application

- 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Standards

- 3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned Institution.

4. Use of Contract Documents and Information

- 4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information except for purposes of performing the Contract.
- 4.3 Any document, other than the Contract itself, shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

5. Patent Rights

- 5.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

6. Submission of the bids

- 6.1 All bids complete in all respect must reach the purchaser within the last date and time of receipt of bid. No extension shall be allowed for any reason what so ever. Late tenders/delayed bids and tenders received without earnest money etc. shall be rejected.
- 6.2 Tender documents are available for sale with the purchaser. Interested bidders may purchase the tender documents on payment of the cost there of. The purchaser shall not be liable for either non-receipt of the tender document or for delay in receipt of tender document.

7. Inspections and Tests

- 7.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.
- 7.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its

subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no charge to the Purchaser.

7.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

7.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

7.5 Nothing in GCC Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.

8. Consequences of rejection

8.1 If in the event the stores are rejected by the purchaser at the destination and the supplier fails to make satisfactory supplies within the stipulated period of delivery, the purchaser will be at liberty to :

(a) Allow the supplier to resubmit the stores in replacement of those rejected, within a specified time without any extra cost to the purchaser or

(b) Reject the material, which shall be final and binding on the contractor.

(c) Procure the rejected materials of comparable quality from the open market/Govt. stores and the supplier shall be liable to pay the difference in price over the RC prices or get the amount adjusted from the outstanding bills of the supplier, if any or EMD.

9. Packing

9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, in any subsequent instructions ordered by the Purchaser.

10. Delivery and Documents

10.1 The Supplier shall make delivery of the Goods within 12 days from the placement of purchase order in pursuance of the notification of award. The purchase order would be placed after assessing the requirements on quarterly basis. However, the supplier shall also arrange to execute all orders on priority basis which would be placed to meet any emergent requirements.

10.2 In case the purchaser decides to conclude parallel rate contracts, then the requirements would be split on different firms on equitable basis as per the discretion of the purchaser.

10.3 The delivery of Stores shall be affected at the premises of the University free of all delivery charges and within the stipulated time and as may be elucidated in the confirmed order, accompanied by a delivery challan. No extension of time for delivery of Stores shall normally be accorded.

Time and date of delivery – the essence of the contract: The time for and the date of delivery of the stores stipulated shall be deemed to be of the essence of the contract and delivery must be completed not later than the date(s) specified.

11. Insurance

11.1 The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. The insurance shall be obtained by the suppliers in an amount equal to 110% of the value of the goods from “warehouse to warehouse” (final destinations) on “all risks” basis including war risks and strikes.

12. Transportation

12.1 Where the Supplier is required under the Contract to transport the Goods within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the contract Price.

13. Warranty

13.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in India.

13.2 This warranty shall remain valid for 12 months after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, unless specified otherwise.

13.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

13.4 Upon receipt of such notice, the Supplier shall with all reasonable speed, repair or replace the defective Goods or parts thereof, without any extra cost to the Purchaser.

13.5 If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

14. Payment

14.1 The payment shall be made after inspection of the materials and satisfactory performance.

14.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the contract.

15. Prices

15.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in his bid.

16. Change Orders

16.1 The Purchaser may at any time, by written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:

- (a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) The method of shipping or packing;
- (c) The place of delivery; and/or
- (d) The services to be provided by the Supplier.

16.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

17. Contract Amendments

17.1 Subject to GCC Clause 16, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

18. Assignment

18.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

19. Subcontracts

19.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

20. Delays in the Supplier's Performance

20.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser as per GCC clause 10.

20.2 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

20.3 Except as provided under GCC Clause 23, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to GCC Clause 21, unless an extension of time is agreed upon pursuant to GCC Clause 20.2 without the application of liquidated damages.

21. Penalty

21.1 Subject to GCC Clause 23, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to 1% per week and the maximum deduction is 10% of the contract price of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 22.

22. Termination for Default

22.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

(a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the purchase order, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 20; or

(b) If the Supplier fails to perform any other obligation(s) under the Contract.

(c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

“Fraudulent practice: a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;”

22.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 22.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

23. Force Majeure

23.1 Notwithstanding the provisions of GCC Clauses 20 & 21, the Supplier shall not be liable for imposition of liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

23.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

23.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

24. Termination for Insolvency

24.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

25. Termination for Convenience

25.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

25.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices.

26. Resolution of Disputes

26.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

26.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms as specified below. These mechanisms may include, but are not limited to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and national or international arbitration.

26.3 In case of Dispute or difference arising between the Purchaser and a supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996.

27. Governing Language

27.1 The contract shall be written in English language. Subject to GCC Clause 28, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

28. Applicable Law

28.1 The contract shall be governed by the Law of Contract for the time being in force.

28.2 Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.

28.3 Jurisdiction of Courts: The courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of this contract.

28.4 One month notice will be given by either party for termination of Contract during the tenure of Contract for breach of Clause or otherwise.

29. Taxes and Duties

29.1 Suppliers shall be entirely responsible for all taxes, duties, licence fees, octroi, road permits as per rule applicable in Bihar , etc., incurred until delivery of the contracted Goods to the Purchaser.

TENDER FORM

(Techno commercial unpriced Bid)

(On the letter head of the firm submitting the bid)

Tender No.....

To

The _____

Dear Sir,

1. I/We hereby offer to supply the items as listed in the schedule to this tender hereto/portion thereof as you may specify in the acceptance of Tender at the price given in the said Schedule and agree to hold this

offer open for a period of 90 days from the date of opening of the tender. I/we shall be bound by a communication of acceptance issued by you.

2. I/We have understood the Instruction to bidders and Conditions of Contract in the form as enclosed with

the invitation to the tender and have thoroughly examined the specifications quoted in the Schedule hereto

and am/are fully aware of the nature of the goods required and my/our offer is to supply the goods strictly in accordance with the specifications and requirements.

3. A crossed Bank Draft in favour of Registrar Central University of South Bihar payable at Patna for Rs. (Rupees.....only) as Earnest Money is enclosed.

The Draft is drawn onBank payable at Patna.

4. The following have been added to form part of this tender.

(a) Samples of items quoted for, as per instructions provided in the schedule of requirement.

(b) Schedule of requirements, quoting the make only duly signed and stamped.(without indicating price)

(c) Income Tax clearance certificate if applicale.

(d) Copy of last audited balance sheet.

(e) Copy of Valid Central/State sales tax registration certificate.

(f) Copy of relevant major purchase orders valuing mare than Rs. 20000/- executed during last two years for Govt. Deptts., PSUs & Central Autonomous bodies..

(g) Proof of manufacturing Unit, dealership certificate/general order suppliers .

(h) Statement of deviations from financial terms & conditions, if any.

(i) Any other enclosure. (Please give details)

5. We undertake to execute all orders which have been placed to meet emergent requirements on priority basis.

6. Certified that the bidder is:

A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of the sole proprietor,

Or

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.

Or

A company and the person signing the document is the constituted attorney.
(NOTE: Delete whatever is not applicable. All corrections/deletions should invariable be duly attested by the person authorized to sign the bid document).

7. We do hereby undertake, that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding contract between us.

Yours faithfully,

(Signature of bidder)

Dated this day of _____

Address:.....

.....

.....

Telephone No. : _____

FAX _____

E-mail _____

Company seal

TENDER FORM

(Priced Bid)

(On the letter head of the firm submitting the bid document)

To

The _____

Ref: Tender No Dated :

Sir,

Having examined the bidding documents and having submitted the techno commercial unpriced bid for the same, we, the undersigned, hereby submit the priced bid for supply of goods and services as per the schedule of requirements and in conformity with the said bidding documents.

We hereby offer to supply the Goods/Services at the prices and rates mentioned in the enclosed schedule of requirement.

We do hereby undertake, that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in the schedule of requirement and that we shall perform all the incidental services.

The prices quoted are inclusive of all charges net F.O.R University. We enclose herewith the complete Financial Bid as required by you. This includes:

Price Schedule as per schedule of requirement.

Statement of deviations from financial terms and conditions.

We agree to abide by our offer for a period of 90 days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to supply as per these terms and conditions. The Financial Deviations are only those mentioned in the statement of deviations from financial terms and conditions.

Certified that the bidder is:

A sole proprietorship firm and the person signing the bid document is the sole proprietor/ constituted attorney of sole proprietor,

Or

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney,

Or

A company and the person signing the bid document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorised to sign the bid document.)

We do hereby undertake, that, until a formal notification of award, this bid, together with your written acceptance thereof, shall constitute a binding contract between us.

Dated this day of _____

Signature of Bidder _____

Details of enclosures _____

Full Address: _____

Telephone No. _____

Mobile No. : _____

Fax No. : _____

E-mail : _____

COMPANY SEAL

Checklist for Bid/Tender Submission

The following check-list must be filled in and submitted with the bid document:

Pre-qualification Bid

- | | |
|--|----------|
| 1. Was the bid document issued to you? | Yes / No |
| 2. Have you attached the techno commercial unpriced bid form duly filled in appropriately ? | Yes / No |
| 3. Have you attached a copy of the last audited balance sheet of your firm | Yes / No |
| 4. Have you attached the details of the income tax clearance certificate, proof of manufacturing unit/ dealership letter/general order suppliers and copy of Central / State sales tax registration certificate(as per clause 1.2 of ITB) | Yes / No |
| 5. Have you attached the copies of relevant work orders from Govt. Deptt / PSUs and Central Autonomous Bodies.(as per clause 1.2 of ITB) | Yes / No |
| 6. EMD: Have you submitted EMD asked for- | Yes / No |
| 7. Have you submitted samples of all items indicated in the respective schedule of requirements. | Yes / No |
| 8. Have you enclosed the schedule of requirement indicating the make offered without indicating the pricing components along with the techno commercial unpriced bid (as per clause 6 of ITB). | Yes / No |
| 9. Have you submitted the bids both techno commercial unpriced and priced bid separately for each tender? | Yes / No |
| 10. Have you enclosed the statement of deviations from financial terms and conditions, if any? | Yes / No |

Priced Bid :

- | | |
|---|----------|
| 1. Have you signed and attached the priced bid form. | Yes / No |
| 2. Have you attached the schedule of requirements duly priced | Yes / No |

FORMAT OF BANK GUARANTEE FORM

1. This guarantee should be furnished by a Nationalised Bank / scheduled Bank, authorised by RBI to issue a Bank Guarantee.
2. This bank guarantee should be furnished on stamp paper of Rs. 100/-
3. The stamp paper should have been purchased in the Name of the Bank executing the Guarantee.
4. In the case of foreign bidder the B.G may be furnished by an international reputed bank acceptable to the PURCHASER countersigned by any Nationalised / Scheduled Bank in India authorised by Reserve Bank of India.

DATE _____

BANK GUARANTEE NO: _____

Ref :

To
Central University of South Bihar,
Patna.

Dear Sirs,

In accordance with your 'Invitation to Bid" under your Tender No:.....
M/S:.....herein after called the Contractor / supplier,
with the following Directors on their Board of Directors / partners of the firm.

1..... 2.....
3..... 4.....

agrees for the contract / supplies.

As an irrevocable Bank Guarantee for an amount of Rs..... (in words and figures) valid for days from is required to be submitted by the Contractor/Supplier which amount is liable to be forfeited by the purchaser in the event of 1) the withdrawal or revision of the offer by the Bidder as a condition within the validity period. (2) non-acceptance of the Letter of Intent / purchase order by the bidder when issued within the validity period. (3) failure to furnish the valid contract performance guarantee by the bidder within one month from the receipt of the purchase order and (4) on the happening of any contingencies mentioned in the bid documents such as

We, the Bank at..... having our
Head office at(Local address) Guarantee and undertake to pay immediately on first

demand by Central University of south Bihar the amount of
..... (in figure and words) without any reservation., protest,

demur and recourse. Any such demand made by the Purchaser shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the purchaser.

The guarantee shall be irrevocable and shall remain valid up to
..... (This date should be 6 months after execution of the order). If any further extension of this guarantee is required the same shall be extended to such required period (not exceeding one year) on receiving instruction from M/s.....on whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorised officer has set its hand and stamp on this day of at
witness (Signature)

WITNESS

(signature).....

.....
Name in (Block letters)

.....
Designation

.....
(Staff Code No.)

(Bank's common Seal)

Official address:.....
.....
.....

Attorney as per power of Attorney No.

Date:

Format of Enquiry for Quotation

Central University of South Bihar

(NAME OF THE DEPTT.)

ENQUIRY :

Ref. No.

Dated:.....

Dear Sir/s,

We intend to purchase following materials/items for our Deptt. Kindly arrange to send your **QUOTATION** giving lowest rates per unit alongwith terms and conditions in **Sealed Cover** addressed to _____ so as to reach this office on or before _____.

THE WORD “**QUOTATION,**” OUR REFERENCE NUMBER AND DATE SHOULD **BOLDLY** BE MENTIONED ON THE COVER.

--

1. While submitting the quotation following should invariably be mentioned:
 - a) Name of the manufacturer of the item quoted.
 - b) Details of specification.
 - c) Lowest rate F.O.R. destination.
 - d) Bihar Commercial taxes Regis./C.S.T. Registration Numbers.
 - e) Sales Tax at concessional rate as applicable to the Educational Institutions.
 - f) Perod of validity – (minimum 6 months).
 - g) Firm delivery time from the date of receipt of confirmed order, condition of supply and terms of payment.
2. If you are manufacturer of the items or if you have proprietary distribution/sales authorization, please mention it in the quotation.
3. For items of equipment nature the Instruction Manual, Diagram of the circuit drawing must be supplied along with supply without which the delivery shall be incomplete.
4. a) Our bankers are **State Bank of India/Punjab National bank, Central University of South Bihar Patna-800014.**
b) Balance payment, if any, will be made against satisfactory receipt/testing of the material/equipment.

N.B.:

- (1) UNDER NO CIRCUMSTANCES UNSEALED QUOTATION WILL BE ENTERTAINED IN THE OFFICE.
- (2) QUOTATIONS RECEIVED AFTER THE DUE DATE SHALL NOT BE CONSIDERED.

Signature

Format for Opening of Quotation

Central University of South Bihar

DEPARTMENT _____

PARTICULARS OF ENQUIRY: _____

NO. OF QUOTATIONS/TENDERS INVITED: _____

NO. OF QUOTATIONS RECEIVED: _____

LAST DATE OF RECEIPT OF QUOTATIONS: _____

This is to certify that the particulars of all the above- mentioned Quotations have been duly verified by the undersigned and that all the Quotations, except the following, were received in the office of the undersigned within due date of receipt of Quotations.

HEAD OF THE DEPARTMENT / PI / COORDINATOR

QUOTATIONS OPENED ON:

Quotations Opened by the DPC / IPC / PPC or its Sub-committee consisting of following Members:

- | | |
|---|----------|
| 1) Head of the Department/PI/ Coordinator | Chairman |
| 2) DPC/PPC/ IPC Member | Member |
| 3) DPC/PPC/ IPC Member | Member |
| 4) DPC/PPC/ IPC Member | Member |

Format for Evaluation Report

Central University of South Bihar

EVALUATION REPORT

DEPARTMENT _____
 Major Budget head _____
 Minor Budget head _____
 Sanctioned Amount _____
 Approximate value _____

Technical Evaluation	Quotation (1)		Quotation (2)		Quotation (3)		Quotation (4)	
	A	B	A	B	A	B	A	B
1.								
2.								
3.								
4.								
Total								

The column A shall be filled by the PPC/DPC/IPC giving points on a **100 point scale** * for each item of technical evaluation. The tender committee shall fill the column B after evaluation. The Financial Bid will be opened only for those tenders, which are found suitable after technical evaluation. *(Points to be awarded in the 100 point scale should be decided at the time of framing of technical parameters. This should be kept confidential & not disclosed to the bidders)

	Quotation (1)	Quotation (2)	Quotation (3)	Quotation (4)
Financial Evaluation (only for technically feasible quotation)				

It should be done by bringing all the bids on one platform i.e. taking into account all charges such as taxation, transportation, installation etc. and discounts, if any, which are a part of the bid.

RECOMMENDATION

Signature of Tender Committee Members

Format for Proprietary Certificate

PROPRIETARY ARTICLE CERTIFICATE (PAC)

(To be submitted by the indenter along with the indent for Equipment/ Machineries/ Spares/
Accessories/ Consumables)

Certified that to the best of our knowledge, the items indented are manufactured by
M/s.....only.

There is no other option for the Faculty/Deptt. except to Purchase this item(s) as it is having
unique feature which is essential for research and academic work and which is not available in
any other similar equipment for the following reasons :

- 1)
- 2)
- 3)

**I/We shall be held responsible in case the certificate is found to be incorrect and not
followed Rule 154 of GFR.**

Signature of the Purchaser

Signature of
Director / Dean /
HOD / Coordinator

Template for Bill of Quantity (BOQ) under E-procurement - Item-wise

Tender Inviting Authority: Item Wise Evaluation	
Name of Work: Civil	
Contract No. CVL/02/2009	
Bidder Name:	

PRICE SCHEDULE

This BOQ template must not be modified / replaced by the bidder and the same should be uploaded after filling the relevant columns, hence the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder name and values only.

Sl. No.	Item Description	Item Code / Make	Quantity	Units	Estimated Rate	Basic Price (in. Rs.)	Excise Duty	VAT	Freight Charges (Unloading & Stacking)	Any Other Taxes/Duties/Levies	Other Taxes2	Illrd Party i.e DGS&D / RITES etc Inspection Charges @0.34%+ Service Tax	Less for Centvat Credit,if any respect of Supplies Under full Excise Duty Category	Total Amount In Rs. (G8+H8+i8+J8+K8+L8+N8 -O8)
1	2	3	4	5	6	7	8	9	10	11	12	14	15	16
1	Construction of chamber for 100mm sluices valve	item1	17	1 Nos	500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2	Supplying, Conveying and fixing spls. Including earth work excavation.	item2	26	2 Nos	320.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3	Construction of chamber for 100mm sluice plates	item3	38	3 Nos	270.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
***Total in Figures														0.00
***Total in Words														0.00
Rupees only														

Template for Bill of Quantity (BOQ) under E-procurement - Item-rate basis

Tender Inviting Authority: Supdt. Engineer, EWSS, Banaras Hindu University						
Work: Supplying and Laying of 250 mm dia DI Water main						
Contract No: CNT/WSS/DEP/1865/2007						
Bidder Name :						
SCHEDULE OF WORKS						
BOQ template must not be modified / replaced by the bidder and the same should be uploaded after filling the relevant columns, hence the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder name and values only						
Description of work	No.or Qty.	Unit	Estimat ed Rate (in. Rs.)	RATE In Figures To be entered by the Bidder		AMOUNT Rs. P
				Rs.	P	
				Figures	Words	
Supplying, Laying of D.I. pipes including earth work excavation for trench in hard stiff lay, black cotton, hard red earth, shales, murum, gravel, stony earth and earth mixed with small size boulders and hard gravelly soil depositing the earth on bank with initial lead of 10m and initial lift of 2m carting the pipes to the site of work lowering into the trench, aligning, refilling the trenches with excavated soil, watering and ramming to consolidation, etc. complete for the 250mm dia pipes.	1100	m		0.00	Rupees only	0.00
Supplying, Conveying and fixing 250 mm dia C.I.collars.	10	Nos.		0.00	Rupees only	0.00
Supplying, Conveying and fixing spls. Including earth work excavation.						
a) CI bend 90° (250mm dia)	2	Nos.		0.00	Rupees only	0.00
b) CI bend 22.5° (250mm dia)	1	No.		0.00	Rupees only	0.00
c) CI Tee (250mm x 250mm x 100mm)	1	No.		0.00	Rupees only	0.00
d) CI reducer (250mm to 150mm)	1	No.		0.00	Rupees only	0.00
Supplying, Conveying and fixing sluice valve with tail pieces including surface boxes/covers etc. CI 100mm sluice valve.	1	No.		0.00	Rupees only	0.00
Supplying, Conveying & fixing the double air valve 4"(100mm)	1	No.		0.00	Rupees only	0.00
Construction of chamber for 100mm sluice valve	1	No.		0.00	Rupees only	0.00
Making lead joints	29	Nos.		0.00	Rupees only	0.00
Supplying Piglead (Australian make & and as per IS code)	181	kg		0.00	Rupees only	0.00
Supplying spun yarn - (as per IS code)	11	kg		0.00	Rupees only	0.00
Supplying & Making rubber joints - 250mm dia	200	Nos.		0.00	Rupees only	0.00
Barication work along one side of the trench for laying the pipeline with casurina post at 1.52m centre to centre (8 to 10cm dia an 1.52m height), verticals, painting the vertical posts in different colours, tying with coir rope, fixing danger flags, danger lights, reflectors including watching during night.	1100	m		0.00	Rupees only	0.00
Cutting DI main (250mm)	10	Nos.		0.00	Rupees only	0.00
Connection work to the existing main including cutting existing pipe, fixing branches, collors lead jointing and bailing out water etc. excluding excavation.	1	No.		0.00	Rupees only	0.00
Construction of thrust blocks using cement concrete 1:3:6 40mm B.G.jelly for plain cement concrete.					Rupees only	

1	a) CI bend 90° (250mm dia)	2	Nos.	0.00	Rupees only	0.00
2	b) CI bend 22.5° (250mm dia)	1	No.	0.00	Rupees only	0.00
	Tasting of DI pipe with hydraulic testing equipment by filling with water and testing to recommended pressure in convenient stretches and attending the bursts if any occurred during the test, excluding cost of pipes, including other incidental and operational charges, etc. complete for the 250mm dia D.I. pipe.	1100	m	0.00	Rupees only	0.00
	Earth work excavation and depositing on bank with initial lead of 10mtrs. and initial lift of 2.0m in hard stiff clay, stiff black cotton, hard red earth, shales, muram, gravel, stoney earth and earth mixed with small size boulders S.S.20B (excluding timbering and bailing out sub-soil water).	5.6	cu.m	0.00	Rupees only	0.00
	Refilling with excavated earth.	5.6	cu.m	0.00	Rupees only	0.00
	Disposal of surplus earth	54	cu.m	0.00	Rupees only	0.00
Grand Figures						0.00
Total in Words						Rupees only

Tender Inviting Authority: Supdt. Engineer, UWD, Banaras Hindu University						
Name of Work: Construction of Road & CD Works						
Contract No: Civil Works						
Bidder Name:		Excess (+)		0.00	%	
SCHEDULE OF WORKS						
This BOQ template must not be modified / replaced by the bidder and the same should be uploaded after filling the relevant columns, hence the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder name and values only						
Sl. No.	Description of work	No. or Qty.	Unit	Estimated Rate		AMOUNT Rs. P
				Figure	Words	
1	Supplying, Laying of D.I. pipes including earth work excavation for trench in hard stiff lay, black cotton, hard red earth, shales, muram, gravel, stony earth and earth mixed with small size boulders and hard gravelly soil depositing the earth on bank with initial lead of 10m and initial lift of 2m carting the pipes to the site of work lowerining into the trench, aligning, refilling the trenches with excavated soil, watering and rammimg to consolidation, etc. complete for the 250mm dia pipes.	1100	Nos.	200	Rupees only	220000.00
2	Supplying, Conveying and fixing 250 mm dia C.I. collars.	10	Nos.	400	Rupees only	4000.00
3	Supplying, Conveying and fixing spls. Including earth work excavation.				Rupees only	
3.1	a) CI bend 90° (250mm dia)	2	Nos.	124	Rupees only	248.00
3.2	b) CI bend 22.5° (250mm dia)	1	No.	12	Rupees only	12.00
3.3	c) CI Tee (250mm x 250mm x 100mm)	1	No.	5678	Rupees only	5678.00
3.4	d) CI reducer (250mm to 150mm)	1	No.	22	Rupees only	22.00

4	Supplying, Conveying and fixing sluice valve with tail pieces including surface boxes/covers etc. CI 100mm sluice valve.	1	No.	96	Rupees only	96.00
5	Supplying, Conveying & fixing the double air valve 4"(100mm)	1	No.	65	Rupees only	65.00
6	Construction of chamber for 100mm sluice valve	1	No.	100	Rupees only	100.00
7.1	Making lead joints	29	Nos.	12	Rupees only	348.00
7.2	Supplying Piglead (Australian make & and as per IS code)	181	kg	100	Rupees only	18100.00
7.3	Supplying spun yarn - (as per IS code)	11	kg	22	Rupees only	242.00
8	Supplying & Making rubber joints - 250mm dia	200	Nos.	35	Rupees only	7000.00
9	Barication work along one side of the trench for laying the pipeline with casurina post at 1.52m centre to centre (8 to 10cm dia an 1.52m height), verticals, painting the vertical posts in different colours, tying with coir rope, fixing danger flags, danger lights, reflectors including watching during night.	1100	m	46	Rupees only	50600.00
10	Cutting DI main (250mm)	10	Nos.	67	Rupees only	670.00
11	Connection work to the existing main including cutting existing pipe, fixing branches, collors lead jointing and bailing out water etc. excluding excavation.	1	No.	77	Rupees only	77.00
12	Construction of thrust blocks using cement concrete 1:3:6 40mm B.G jelly for plain cement concrete.				Rupees only	
12.1	a) CI bend 90° (250mm dia)	2	Nos.	98	Rupees only	196.00
12.2	b) CI bend 22.5° (250mm dia)	1	No.	49	Rupees only	49.00
13	Testing of DI pipe with hydraulic testing equipment by filling with water and testing to recommened pressure in convenient stretches and attending the bursts if any occurred during the test, excluding cost of pipes, including other incidental and operational charges, etc. complete for the 250mm dia D.I. pipe.	1100	m	73.55	Rupees only	80905.00
14	Earth work excavation and depositing on bank with initial lead of 10mtrs. and initial lift of 2.0m in hard stiff clay, stiff black cotton, hard red earth, shales, muram, gravel, stoney earth and earth mixed with small size boulders S.S.20B (excluding timbering and bailing out sub-soil water).	5.6	cu.m	55	Rupees only	308.00
15	Refilling with excavated earth.	5.7	cu.m	35	Rupees only	199.50
16	Disposal of surplus earth	54	cu.m	92	Rupees only	4968.00
Total estimated cost in Figures						393883.50
Quoted Amount						393883.50
Quoted rate in Words						Rupees only

Template for Bill of Quantity (BOQ) under E-procurement - Percentage basis

Format for Tender Input Form under E-procurement

Government e-Procurement System http://eprocure.gov.in			
TENDER INPUT FORM			
<u>(A) Basic details:</u>			
1	Tender Reference No. *		
2	Tender Type *	<input type="checkbox"/> Open <input type="checkbox"/> Limited <input type="checkbox"/> EOI <input type="checkbox"/> Auction <input type="checkbox"/> Single	
3	Form of Contract *	<input type="checkbox"/> Work Contract <input type="checkbox"/> Auction <input type="checkbox"/> Service Contract <input type="checkbox"/> Buy <input type="checkbox"/> Empanelment <input type="checkbox"/> Sell <input type="checkbox"/> Buy & Service	
4	No. of Covers *	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4	
5	Tender Category *	<input type="checkbox"/> Goods <input type="checkbox"/> Works <input type="checkbox"/> Services	
6	Allow Resubmission *	<input type="checkbox"/> Yes <input type="checkbox"/> No	
7	Allow Withdrawal *	<input type="checkbox"/> Yes <input type="checkbox"/> No	
8	Allow Offline Submission *	<input type="checkbox"/> Yes <input type="checkbox"/> No	
9	Payment Mode *	<input type="checkbox"/> Offline <input type="checkbox"/> Online	
9 (a)	If Offline :	Instruments : <input type="checkbox"/> SS-Small Savings Instrument <input type="checkbox"/> BG-Bank Guarantee <input type="checkbox"/> BC-Bankers Cheque <input type="checkbox"/> DD-Demand Draft	
9 (b)	If Online :	Banks : <input type="checkbox"/> ICICI <input type="checkbox"/> UTI <input type="checkbox"/> SBI <input type="checkbox"/> PNB	
<u>(B) Cover details:</u>			
	No. of Covers	Cover type	Contents
1	Single Cover	Fee/Prequal/Technical/Financial	
2	Two Covers	(a) Fee/Prequal/Technical (b) Financial	
3	3 Covers	(a) Fee (b) Prequal/Technical (c) Financial	

**Government e-Procurement System
Tender Work Input Form**

(G) Bid Openers Selection:

	Name/Designation	Email ID
BO1		
BO2		
BO3		

(E) Uploading the Tender documents;(only pdf, jpg, xls & rar files allowed)

SNo	File name	Description	Type	Size:
1				
2				
3				
4				
5				

Prepared by:
Name/Designation

Approved by:
Name/Designation

Date of updation:

Seal of the Office of the TIA:

Format for Corrigendum Input Form under E-procurement

Government e-Procurement System Corrigendum Input Form		
1	Tender Ref. No	
2	Tender Title	
3	Tender ID *	
4	Corrigendum Title *	
5 Corrigendum Type *		
5 a) Before Tender Opening		5(b) After Tender Opening
<input type="checkbox"/> Date <input type="checkbox"/> Fees <input type="checkbox"/> BOQ <input type="checkbox"/> <input type="checkbox"/> Technical Bid <input type="checkbox"/> Financial Bid <input type="checkbox"/> Bid Openers <input type="checkbox"/> Terms and Conditions <input type="checkbox"/> Cancellation of Tender <input type="checkbox"/> Technical Bid Opening Date Extension <input type="checkbox"/> Others		<input type="checkbox"/> Retender <input type="checkbox"/> Cancellation of Tender
5 a1)	If Corrigendum Type is Date, Enter the appropriate change in date	
	DD / MM / YYYY	HH : MM
	Document Sale Start Date	<input style="width: 100%;" type="text"/>
	Document Sale End Date	<input style="width: 100%;" type="text"/>
	Seek Clarification Start Date	<input style="width: 100%;" type="text"/>
	Seek Clarification End Date	<input style="width: 100%;" type="text"/>
	Pre Bid Meeting Date	<input style="width: 100%;" type="text"/>
	Bid Submission Start Date	<input style="width: 100%;" type="text"/>
	Bid Submission End Date	<input style="width: 100%;" type="text"/>
	Bid Opening Date	<input style="width: 100%;" type="text"/>
5 a2)	If Corrigendum Type is Fee	
	(1) Tender Fee	<input style="width: 100%;" type="text"/>
	Processing Fee	<input style="width: 100%;" type="text"/>
	Surcharges	<input style="width: 100%;" type="text"/>
	Other Charges	<input style="width: 100%;" type="text"/>

**Government e-Procurement System
Corrigendum Input Form**

	Tender Fee Payable To	
	Tender Fee Payable At	
	(2) EMD Fee	<input type="radio"/> Fixed <input type="radio"/> Percentage
	If EMD is Fixed, Enter Amount	
	If EMD is Percentage enter %	
	EMD Exemption Allowed	<input type="radio"/> Yes <input type="radio"/> No
	EMD Payable To	
	EMD Payable At	
5a3)	If Corrigendum Type is BOQ, Enter revised / New BOQ	
	File Name :	File Description :
	Type :	Size :
5a4)	If Corrigendum Type is Bid Openers, enter new openers	
	Name / Designation	Email ID
	BO1	<input type="checkbox"/>
	BO2	<input type="checkbox"/>
	BO3	<input type="checkbox"/>
5a5)	If Corrigendum Type is Tender Opening Date Postponement, etc	New Date & Time DD/MM/YYYY HH:MM
		<input type="text"/> <input type="text"/>
6	Corrigendum Document Should be Uploaded for all Corrigendum Types	
	File name	Description Type Size

Prepared by
Name/Designation

Approved by
Name/Designation

Date of updation:

Seal of the Office of the TIA:

