DR. HARISINGH GOUR VISHWAVIDYALAYA SAGAR (M.P.)

(A CENTRAL UNIVERSITY)

REVISED PURCHASE MANUAL 2019

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ABBREVIATIONS

1.	ACASH	Association of Corporations and Apex Societies of Handlooms
2.	AMC	Annual Maintenance Contract
3.	BEE	Bureau of Energy Efficiency
4.	BG	Bank Guarantee
5.	PBG	Performance Bank Guarantee
6.	BIS	Bureau of Indian Standards
7.	C&AG	Comptroller and Auditor General of India
8.	CA	Competent Authority
9.	CFR	Cost and Freight
10.	CHA	Custom House Agent
11.	CIF	Cost Insurance and Freight
12.	CIP	Carriage and Insurance Paid
13.	CIPP	Code of Integrity for Public Procurement
14.	COMPAT	Competition Appellate Tribunal
15.	COTS	Commercially Off The Shelf (Items)
16.	CPCB	Central Pollution Control Board
17.	CPO	Central Purchasing Organizations
18.	CPPP	Central Public Procurement Portal
19.	CPSE	Central Public Sector Enterprise
20.	CS	Consumable Store
21.	CVC	Central Vigilance Commission
22.	CVO	Chief Vigilance Officer
23.	DGS&D	Directorate General of Supplies and Disposals
24.	DSC	Digital Signature Certificate
25.	EC	Executive Council of the Vishwavidyalaya
26.	ECS	Electronic Clearing System
27.	EFT	Electronic Funds Transfer
28.	EMD	Earnest Money Deposit
29.	EoI	Expression of Interest (Tender)
30.	FC	Finance Committee of the Vishwavidyalaya
31.	FOB	Free On Board

32.	FOR	Free On Rail
33.	FOT	Free On Truck
34.	GCC	General Conditions of Contract
35.	GCS	General Conditions of Sale
36.	GeM	Government Electronic Market
37.	GFR	General and Financial Rules, 2017
38.	GoI	Government of India
39.	GRIR	Goods Receipt and Inspection Report
40.	GST	Goods and Services Tax
41.	GTC	General Terms & Conditions
42.	HOD	Head Of the Department
43.	IEM	Independent External Monitor
44.	INCOTERMS	International Commercial Terms
45.	IP	Integrity Pact
46.	IRDA	Insurance Regulatory and Development Authority
47.	ISI	Indian Standards Institute
48.	ISO	International Organization for Standardization
49.	KVIC	Khadi and Village Industries Commission
50.	L1	Lowest Bidder
51.	LC	Letter of Credit
52.	LD	Liquidated Damages
53.	LoA	Letter (Notification) of Award also called Acceptance of Tender
54.	LoI	Letter of Intent
55.	LTAS	Limited Time Assets Stores
56.	LTE	Limited Tender Enquiry
57.	MeitY	Ministry of Electronics and Information Technology
58.	MHRD	Ministry of Human Resource Development
59.	MoEF	Ministry of Environment and Forests
60.	MRP	Maximum Retail Price
61.	MSE	Micro and Small Enterprise
62.	MSME	Micro Small and Medium Enterprises
63.	NCS	Non-Consumable Store

64.	NEFT	National Electronic Funds Transfer
65.	NIC	National Informatics Centre
66.	NIT	Notice Inviting Tender
67.	NSIC	National Small Industries Corporation
68.	OEM	Original Equipment Manufacturer
69.	OPEX	Operating Expense (model of acquisition/procurement)
70.	OTE	Open Tender Enquiry
71.	PAC	Proprietary Article Certificate
72.	PBG	Performance Bank Guarantee
73.	PO	Purchase Officer
74.	PPP	Public Private Partnership
75.	PQB	Pre-qualification Bidding
76.	PQC	Pre-qualification Criterion
77.	PR	Purchase Requisition/Indent
78.	PSU	Public Sector Undertaking
79.	PVC	Price Variation Clause
80.	QA	Quality Assurance
81.	RA/eRA	Electronic Reverse Auction
82.	RBI	Reserve Bank of India
83.	RC	Rate Contract
84.	RfP	Request for Proposals (Document)
85.	RTGS	Real Time Gross Settlement
86.	RTI	Right to Information
87.	SD	Security Deposit
88.	SLA	Service Level Agreement
89.	STE	Single Tender Inquiry
90.	TCS	Tax Collected at Source
91.	TDS	Tax Deducted at Source
92.	ToR	Terms of Reference
93.	UGC	University Grants Commission
94.	VC	Vice Chancellor of the Vishwavidyalaya

PURCHASE MANUAL

A. Introduction

The Vishwavidyalaya spends a sizeable amount of public money through its budget for purchasing various types of goods, research equipments and hiring services for providing and improving higher education facilities in the region. It is imperative that expenditure incurred for procuring goods and services in the Vishwavidyalaya must be made through a uniform, systematic, efficient and cost effective procedure, in accordance with the relevant rules and regulations of the Central Government.

The Ministries / Departments have been delegated powers by the Government of India to make their own arrangements for procurement of goods and services according to their needs under the Delegation of Financial Power Rules which have to be exercised in conformity with the orders and guidelines issued by competent authorities covering financial, vigilance, security, safety, counter trade and other regulatory aspects. After up-gradation of this University as a Central University on 15-01-2009, it is required to formulate and adopt a Purchase Policy and Procedure for procurement of goods and services as per Central Government Rules and Regulation. This Manual is intended to provide a comprehensive compendium of relevant statutory provisions, rules, regulations, orders and guidelines on the subject of public procurement in the Vishwavidyalaya.

B. 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 and transparency in matters relating to procurement of goods and services 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:

1. The specifications in terms of quality, quantity and type etc. should be clearly spelt out keeping in view the specific needs of the different departments of the Vishwavidyalaya;
2. Care should also be taken to avoid purchasing quantities in excess of requirement to avoid inventory carrying costs;
3. Offers should be invited following a fair, transparent and reasonable procedure;
4. The procuring authority should be satisfied that the selected offer adequately meets the requirement in all respects;
5. The procuring authority should satisfy itself that the price of the selected offer is reasonable and consistent with the quality required;
6. Provision of adequate and timely supply of material to the Vishwavidyalaya is of prime importance for carrying out meaningful and uninterrupted operation of the academic and administrative departments of the Vishwavidyalaya;

7. Procedure for procurement should be devoted to purchase of goods and services in a fair and transparent manner following five R's i.e. Right Quality, Right Quantity, Right Price, Right Time and Place and Right Source;

8. Every executive should exercise the same vigilance in respect of expenditure incurred on any account as a person of ordinary prudence would exercise in respect of expenditure of his own money;

9. No one should exercise its powers of sanctioning expenditure which will be directly or indirectly to its own advantage;

10. No finance executive should concur any expenditure, which is likely to involve at later date expenditure beyond its own power of concurrence;

11. The amount of allowances (such as traveling allowances) granted to meet the expenditure of a particular type, should be regulated in such a manner that the allowance on the whole does not become a source of profit to the recipient;

12. The expenditure should not be prima facie more than the occasion demands;

13. Notification of MHRD/CVC/UGC/ Government of India regarding procurement of Goods and Services should be incorporated and same be placed for information before FC;

14. Any contradiction arises regarding any of the content of the Purchase Manual with GFR-2017, the provision of the GFR, 2017 will prevail.

C. Terminology

Standard terminology has been adopted in this Manual. In certain areas, there may be two or more widely used terminologies bearing the same meaning as mentioned below:

S. No.	Terminology	Meaning
1	**University/ Vishwavidyalaya**	Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.)
2	**Purchase Officer**	Registrar of the Vishwavidyalaya
3	**Indenter**	The authority sending a requisition for procurement of goods and services.
4	**Goods**	It includes all articles, material, commodities, furniture, fixtures, raw material, spares, instruments, machinery, equipment etc., purchased or otherwise acquired for the use of the University
5	**Competent Authority**	Authority in respect of the power to be exercised under Central University Act, 2009.
6	**Tender, Bid, Quotation**	Offer received from a supplier
7	**Tenderer, Bidder**	An entity who seeks to supply goods by sending tender / bid

8	**Notice Inviting Tenders / Bids**	Advertisement containing brief details of the requirement.
9	**Earnest Money Deposit /Bid Security**	Monetary guarantee furnished by a Tenderer along with its tender.

D. Competent Authorities to purchase goods & Services:

S. No.	Competent authorities to purchase goods/ services	Purchasing powers
1	Head of the Department/ Officer in-charge of Section/ Deans of Schools/ Directors of the Centers Subject to budget availability and administrative approval	Up to ₹ 25,000 under GFR-154
2	Deans of the Schools/ Directors of the Centers	Up to ₹ 2,50,000 under GFR-155
3	Central Purchase Committee through Store & Purchase Department	More than ₹ 2,50,000

E. Delegation of Financial Powers:

S. No.	Name of Authority/ Officer	Powers of Financial Sanction
1	Vice-Chancellor	Full power
2	Registrar/ Deans of the Schools/ Directors of the Centers	Up to Rs. 2,50,000

Note: 1 Sanctioning powers stipulated above shall be applicable for payments from approved annual budget allocated to the different departments by the Vice- Chancellor.

2. Separate administrative approval from the Registrar (up to Rs. 2,50,000) and the Vice-Chancellor (above Rs. 2,50,000) is required if the proposal of expenditure is beyond the approved annual budget.
3. Payment under the head of LTC/ Children Education Allowance/ Hostel Subsidy/ Medical Reimbursement/ GPF withdrawal/ Scholarship/ Fellowship/ Electricity/ Telephone will be made after the approval from the Registrar (up to Rs. 2,50,000) and from the Vice-Chancellor (above Rs. 2,50,000). It is further clarified that no further approval is required at the time of payment if the amount is not exceeding the earlier sanction.
4. For Adjustment of Advances, the Finance Officer shall have the full authority to adjust the advances after passing the bills by Internal Audit. It is further clarified that administrative approval is required for the purpose.

5. After approval of the expenditure, mentioned in above point no. 1,2 & 3, the bills will be paid after passing by Internal Audit of the Vishwavidyalaya. For adjustment of the advances, there is no need of separate approval for adjustment of advances and therefore, the files related to adjustment of advances will be disposed of as per point no. 4 if the expenditure is not exceeded the original advance.
6. Details of the File Movement System are mentioned in Appendix- XIV.

F. Classification of stores:

There are three types of stores and all the departments will maintain the records according to the following classification:

1. Non-Consumable Stores (NCS)

Stores satisfying anyone of the following conditions shall be classified as non-consumable stores:

(a) Stores which are intended to be used over prolonged periods before becoming unusable, or obsolete,

(b) Stores having a significant disposal value,

(c) Stores which are sub-systems, or parts of an equipment, which can be potentially repaired and reused, and

(d) Stores which are either fabricated, or assembled equipment, and which if bought as a single item would have been classified Non-Consumable Stores.

All non-consumable stores have to be entered into the Asset Register of the Vishwavidyalaya and the NCS Stock register of the appropriate Department.

Examples: Plant machinery, equipment, fabricated equipment, instruments, assembled instruments, motors, gas cylinder, workshop machines, furniture, books etc. (examples are indicative and not exhaustive)

2. Limited Time Asset Stores (LTAS)

Stores satisfying anyone of the following conditions shall be classified as LTAS.

(a) stores which have significant value when purchased but rapidly lose their value/relevance with the lapse of time and have very little or negligible disposal value, and/or

(b) stores which can be upgraded either by replacing components/parts or which can be rendered obsolete by the release of new versions or editions.

All LTAS shall be entered into the Limited Time Asset Stores Register of the Vishwavidyalaya and in a separate Limited Time Asset Stock Register in the appropriate Department.

Examples: Computers, disk and other peripherals drives which are computer accessories, software, printers, monitors, UPS, telephones, mobile etc. (examples are indicative and not exhaustive)

3. **Consumable Store (CS)**

Stores satisfying anyone of the following conditions shall be classified as CS:

(a) stores which exhaust with lapse of time,

(b) Stores which are rendered unusable due to normal wear and tear,

(c) Stores which do not have significant disposal value, and

(d) Spares of equipment which do not fall either in the NCS or LTAS category.

The CS shall be entered in the CS Stock register of the appropriate department. For projects, the CS shall be entered in the CS Stock register for the project.

Examples: Chemicals, medicines, stationery items, printer ribbons and cartridges, pen drive, floppies, CD ROMs, magnetic tapes, chips and electronic components like resistors, capacitors, connectors etc, electrical components like wire switches, plugs, bulbs, cells, tool-bits and hand tools etc. (examples are indicative and not exhaustive).

If the spares are purchased for fabricating or manufacturing any equipment, such spares are to be treated as Non Consumable items. However, if a spare is purchased to replace any spare of an equipment, such spare be treated as CS, provided such spare do not add any value to original equipment. In case of a dispute regarding the classification of an item, the decision of the Vice Chancellor shall be final.

G. Maintenance of Record :

Each Department shall maintain the following three separate registers i.e. NCS Stock Register, LTAS Stock Register and Consumables Stock Register. Items in the different categories purchased by the Department shall be entered in the appropriate register. Register includes IUMS Store and Purchase module.

The records pertaining to stores must be maintained by the Vishwavidyalaya, departments, sections, units in such a manner so that to facilitate proper stock verification, write-off and revaluation of stores, besides the transfer of stores from one department to another.

1. The Vishwavidyalaya shall maintain a record of all purchases in respective stock register i.e. NCS Register, LTAS Register and CS Register of the departments/ units individually as well as by the Department of Stores & Purchase of the University. Each entry must contain at least the following information:

(a) purchase order number and date,

(b) brief specification of the item,

(c) date of entry in the Asset Register,

(d) name of the department, and

(e) cost and project number (if applicable).

The total value of all the assets entered in the Asset Register during the financial year shall indicate the value of the assets to be capitalized in the balance sheet of the corresponding financial year.

2. Each project shall also maintain stock registers for NCS /LTAS and CS Register for different category items purchased under the project. Each register must have consecutively numbered pages after following the certification of page and the indexing, which shall be at the beginning of the register. The register should have following certificate on the first page:

"Certified that this register contains a total of pages and each page has been consecutively numbered on both sides from-------------- to---------------"

Date: Signature of HOD/ Officer In-charge

3. The concerned Department of the S&P Department (as per financial delegation) shall be the custodian of all Stores, purchase records pertaining to NCS and LTAS items of the University (including those for projects). All original documents related to any such purchase (including for inquiries, report of purchase committee, sanction sheet, purchase order, invoice/bill, delivery challan, and inspection reports etc) shall remain with concerned Department after purchase is complete. These records / documents will

be maintained for such periods as may be stipulated by Government Financial Rules of the Central Government. After the stipulated period, the record / documents may be destroyed with the specific approval of the Vice-chancellor.

4. All HODs/PIs shall propose to constitute a committee to conduct an annual stock Verification of all CS items on the previous stock register of the department/ project at the end of financial year. The committee shall submit a report in the approved format to the HOD/PI for onward transmission to SPO/DORD (for project). The SPO/DORD shall be responsible for issuing a notice for annual stock verification every year.

5. Once a year the HODs/PI shall constitute a Stores Survey and Physical Stock Verification committee of at least three members. This Committee shall survey all the NCS and LTAS stores and recommend write-off for NCS items which are not useable and not serviceable and revaluation for LTAS items which have become obsolete. For NCS, the committee shall record the reason for recommending write-off. For LTAS the committee shall revalue the LTAS and report all those items which may be considered to be as of no value with reasons recorded. HODs/PI shall forward the report to the Registrar for approval. This report subsequently shall be sent to S&P for necessary action.

H. Transfer of Stores

1. Transfer of stores within the Vishwavidyalaya from one department to another can be done by using the approved format. For transfer of items whose individual value is greater than 1,00,000/-, the explicit written approval of the Vice-chancellor will be required. The transfer must be duly recorded in the relevant register of both the Departments.

2. Transfer of stores from the University to another institute/college/ university / industry can be done only with the explicit written approval of the Vice-Chancellor. In case of project purchase, the transfer of stores on specific instructions of the sponsoring agency can be done with the explicit approval of the Vice-chancellor.

3. Subsequent to transfer of stores as mentioned above, the appropriate Stock and Asset Registers shall be suitably updated. The value of stores so transferred shall be deducted front the capitalized assets of the institute as indicated in the balance sheet.

4. The Vishwavidyalaya receives various types of gifts, donations and non-returnable samples/components under various schemes as complimentary, sales promotion or in kind etc from various universities, laboratories, manufacturers, suppliers and even persons. A consolidated record in this regard is maintained by the Stores & Purchase Section in respective stock registers. The concerned departments/user sections are, therefore, required to maintain the inventory/details of such items/gifts/ samples in their own records and a confirmation to this effect is to be sent to the Store & Purchase Section within a period not exceeding one month from receipt of such items/gifts/samples.

I. Category of Firms, Registration & Blacklisting:

There shall be the following categories of firms for inviting quotations for purchase of materials/services/ equipments/instruments etc. if item(s) is/are not available on GeM or cost of the item on GeM is more than market rate.

1. Local Registered Firms:

(a) Local (within municipal area of Sagar) general suppliers, authorized agents/distributors of the manufactures/service providers and firms undertaking job works can be registered with the University as per the procedure mentioned in Appendix -IV.

(b) For obtaining such registration, the firms shall be required to be registered with GST registration number, Tax Payer Identification No (TIN) and PAN should have allotted to them. The firm must maintain an office/shop/show room registered in its own name, in the market/ industrial area or another suitable place and should have a bank account wherein the payments may be sent directly in the bank.

(c) Credentials including manufacturing capacity, quality control facilities, past performance, after-sales service, financial background etc. of the firm shall be carefully verified by the Vishwavidyalaya.

(d) The registered firms shall be liable to be removed from the list of approved firms if they fail to abide by the terms and conditions of the registration or fail to supply the goods on time or supply sub-standard items/goods or make any false declaration to the Vishwavidyalaya or for any other grounds which, in the opinion of the Vishwavidyalaya, is considered to be against the public interest.

(e) The firm will be registered for a fixed period, normally up to 3 years, depending on the nature of the supplies to be made by them. At the end of the period, the registered firms willing to continue with registration should be required to apply afresh for renewal of registration as per procedure given in annexure-V. New firm may also be considered for registration at any time, provided they fulfill all the required conditions.

(f) All the firms should be registered with the Stores and Purchase Department (S&P) for supplies of specific items, including direct supply.

2. Outside Firms

The firms situated outside the municipal limits of Sagar, must be manufacturing or authorized dealers/agents/ stockiest/suppliers/service provider of manufacturer. Purchase can be made only from those reputed sellers who have GST registration, MPTT registration, Shop Act registration, PAN (Income Tax), Tax Payer Identification No (TIN) and relevant Excise registration, wherever applicable. Such firms shall be required to provide a valid authority in this regard.

3. Black listing of Firms

Black-listing of firm can be done on the recommendations of the HOD/PI and with approval of Competent Authority. The Officer-In-charge of Stores & Purchase Section shall process all such cases reported by the Department/ Centers. A committee specially constituted by the Vice-chancellor shall examine the case and shall submit its recommendations to the Competent Authority for final action. The information on such firms shall be promptly and widely disseminated. by Officer-In-charge of Stores & Purchase Section to all concerned.

J. Stages of Purchase:

The procurement of material in the Vishwavidyalaya can be divided into the following:

1. Budget Allocation
2. Prioritization of purchase of material within the budget;
3. Mode of Procurement;
4. Placing of the Indent by the Department Heads and other officers concerned
5. Calling for tender/quotations and processing of tender papers by the department or S& P department as the case demands;
6. Evaluation of the tenders / quotations by the Central Purchase Committee;

7. Submission of the papers to the competent authority for sanction
8. Placement of purchase orders
9. Payment to the supplier

I. **BUDGET ALLOCATION**

No purchase will be made in the Vishwavidyalaya unless there is a specific budget provision for such a purchase based on the necessity of the user requirements and availability of budget, the indents should be prioritized under "urgent" and "Planned" categories. Accordingly, the requirements of different departments on hand have to be placed.

II. **PRIORITIZATION OF PURCHASE OF MATERIAL WITHIN THE BUDGET**

After the budget allotment as per the availability of the funds, each department/ section will prioritize the purchase material with the consultation of faculty/ members of the department/ section and get the sanction from competent authority or body as applicable in the University.

3. MODE OF PROCUREMENT

(a) Purchase of goods without quotation-(under GFR-154)

Purchase of goods up to the value of Rs. 25,000 (Rupees Twenty Five 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."

(b) **Purchase of goods by purchase committee – (under GFR-155)**

Purchase of goods costing above Rs. 25,000 (Rupees Twenty Five Thousand) and up to 2,50,000 (Rupees Two Lakh and Fifty Thousand 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/ Center/ Section of the University 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."

NOTE

I. The Committee for above mentioned purchase shall be proposed by the Head of The Department and approved by the Dean in case of teaching departments. For Research Projects, the Committee shall be proposed by PI and forwarded by the Head & Dean of concerned School and approved by the Director, R & D. For non – teaching departments/ sections, the purchase committee shall be proposed by the concerned Officer and approved by the Registrar.

II. If the required items especially related to the Teaching/ Research Departments are not available on GeM portal or in the local market and the purchase is below Rs. 2,50,000, the Committee may adopt e-mail/ online or other method for inquiry / survey for deciding the quality and reasonability of rate.

III. 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.(GFR-157)

(c) Composition of the Committees at different levels

S. No.	Purchase up to…..	Structure of the Purchase Committee
1.	For purchase up to Rs.25,000/- under GFR Rule No.154	No need of any purchase committee
2.	For purchase above ₹25,000/- and up to ₹2,50,000/-	A minimum 3 member Purchase Committee from the department/ section for each occasion proposed by the Head and approved by Dean/ Director or the Registrar as the case may be.
3.	Purchase above ₹ 2,50,000	A Central Purchase Committee shall be constituted as per Ordinance 21. The said committee shall be proposed by In-charge, S & P Department and approved by the Vice -Chancellor for one year.
4.	Technical Committee & Financial Committee	As per the requirement of purchase and also for each occasion or as recommended by Central Purchase Committee.

(d) Purchase of goods under Rate Contracts conducted by the Vishwavidyalaya

With a view to establishing reliable sources for procurement of goods commonly required such as Chemicals & Glassware and Stationery in the different academic Department/ Units/ Sections, the University will process for Registered Suppliers under Rate Contract. An item wise list of eligible and capable supplier will be prepared by the Vishwavidyalaya through a certain process and such suppliers will be called Registered Supplier for the stipulated items. The Academic Departments/ Units/ Sections shall purchase the items under rate contract through the Registered Supplier directly during the rate contract period which may be for one to three years depending upon the nature of the goods.

(e) Government e- Market place (GeM) (GFR- 149)

Government of India has established the Government e-Marketplace (GeM) for common use Goods and Services. GeM SPV will ensure adequate publicity including periodic advertisement of the items to be procured through GeM for prospective suppliers. The Procurement of Goods and Services by Ministries or Departments will be mandatory for Goods or Services available on GeM. The credentials of suppliers on GeM shall be certified by DGS&D. The procuring

authorities will certify the reasonability of rates. The GeM portal shall be utilized by the Government buyers for direct on-line purchases as under :-

I. Up to Rs.25,000/- through any of the available suppliers on the GeM, meeting the requisite quality, specification and delivery period.

II. Above Rs.25,000/- and up to Rs.5,00,000/- through the GeM Seller having lowest price amongst the available sellers (excluding Automobiles where limit of ₹ 30.0 lakh will continue), of at least three different manufacturers, on GeM, meeting the requisite quality, specification and delivery period. The tools for online bidding and online reverse auction available on GeM can be used by the Buyer if decided by the competent authority for purchases below ₹ 5,00,000/-.

III. Above Rs.5,00,000/- through the supplier having lowest price meeting the requisite quality, specification and delivery period after mandatorily obtaining bids, using online bidding or reverse auction tool provided on GeM.

IV. The invitation for the online e-bidding/ reverse auction will be available to all the existing Sellers or other Sellers registered on the portal and who have offered their goods/services under the particular product/service category, as per terms and conditions of GeM.

V. The above mentioned monetary ceiling is applicable only for purchases made through GeM. For purchases, if any, outside GeM, relevant GFR Rules shall apply.

VI. In case of non-availability of item on GeM or higher price than market value, the item(s) may be procured through other modes following relevant rules of GFR 2017.

VII. The Ministries/Departments shall work out their procurement requirements of Goods and Services on either “OPEX” model or “CAPEX” model as per their requirement/ suitability at the time of preparation of Budget Estimates (BE) and shall project their Annual Procurement Plan of goods and services on GeM portal within 30 days of Budget approval.

VIII. The Government Buyers may ascertain the reasonableness of prices before placement of order using the Business Analytics (BA) tools available on GeM including the Last Purchase Price on GeM, Department’s own Last Purchase Price etc.

IX. A demand for goods shall not be divided into small quantities to make piecemeal purchases to avoid procurement through L-1 Buying / bidding / reverse auction on GeM or the necessity of obtaining the sanction of higher authorities required with reference to the estimated value of the total demand.

(f) Purchase of goods by obtaining bids (GFR 158)

Except in cases covered under GFR rule No.154,155 and 149 above, the University shall procure goods by following standard method of obtaining bids in :

I. Open Tender of Advertised Tender Enquiry
II. Limited Tender Enquiry
III. Two- Stage Bidding
IV. Single Tender Enquiry
V. Electronic Reverse Auction

(g) E-Publishing (GFR 159)

I. It is mandatory for all Ministries/ Departments of the Central Government, their attached and Subordinate Offices and Autonomous/Statutory Bodies to publish their tender enquiries, corrigenda thereon and details of bid awards on the Central Public Procurement Portal (CPPP).

II. Individual cases where confidentiality is required, for reasons of national security, would be exempted from the mandatory e-publishing requirement. The decision to exempt any case on the said grounds should be approved by the Secretary of the Ministry/ Department with the concurrence of the concerned Financial Advisor. In the case of Autonomous Bodies and Statutory Bodies' approval of the Head of the Body with the concurrence of the Head of the Finance should be obtained in each such case. Statistical information on the number of cases in which exemption was granted and the value of the concerned contract should be intimated on a Quarterly basis to the Ministry of Finance, Department of Expenditure.

III. The above instructions apply to all Tender Enquiries, Requests for Proposals, Requests for Expressions of Interest, Notice for pre Qualification/ Registration or any other notice inviting bids or proposals in any form whether they are advertised, issued to limited number of parties or to a single party.

IV. In the case of procurements made though DGS&D Rate Contracts or through any other Central Procurement Organizations (CPOs) only award details need to be published.

V. These instructions would not apply to procurements made in terms of provisions of Rules 154 (Purchase of goods without quotations) or 155 (Purchase of goods by purchase committee) of General Financial Rules.

(h) E-Procurement(GFR 160)

I. It is mandatory for Ministries/ Departments to receive all bids through e-procurement portals in respect of all procurements.

II. Ministries/ Departments which do not have a large volume of procurement or carry out procurements required only for day-to-day running of offices and al so have not initiated e-procurement through any other solution provided so far, may use e-procurement solution developed by NIC. Other Ministries/ Departments may either use e-procurement solution developed by NIC or engage any other service provider following due process.

III. In individual case where national security and strategic considerations demands confidentiality, Ministries/ Departments may exempt such cases from e-procurement. after seeking approval of concerned Secretary and with concurrence of Financial Advisers.

IV. In case of tenders floated by Indian Missions Abroad, Competent Authority to decide the tender, may exempt such case from e - procurement.

(i) Open Tender/ Advertised Tender Enquiry (GFR 161)

The open tender method should normally be followed for all procurement of goods of estimated value of Rs. 25 lakh (Rupees Twenty Five Lakh) and above. Splitting of indents, in order to bring it outside the ambit of open tender method is strictly prohibited.

Notice inviting tenders shall be given in at least one largest circulated national Hindi daily for procurement worth more than twenty five lakh or more.

The University should also post the complete bidding document in its website and permit prospective bidders to make use of the document downloaded from the website. The price of the bidding document, if any, the payment mode of the bid price should be clearly indicated.

The notice inviting tenders shall be short, clearly worded and unambiguous. It should give a brief description of the item/ equipment to be procured, the qualification requirement for the supplier, the last date up to which tender papers shall be supplied (when required) the date of receipt of completed tenders, the date, time and venue of opening of tenders. Detailed technical specifications should not be given in the notice at all; they should only be given along with the tender papers. In addition, the notice can be put in the website of the lab and or other dedicated websites for such purposes.

(j) Limited Tender Enquiry (Rule 162)

Limited tender method may normally be followed in all procurement of goods when estimate value is up to Rs. 25 lakh. However, this method can also be followed even in procurement of material worth more than Rs 25 lakh when:

a) The Indenting Officer certifies that the demand is urgent and any additional expenditure incurred through open advertisement shall not be fruitful. ***Such 'urgency' should have prior approval of competent authority.***

OR

b) When the sources of supply are definitely known and the possibility of fresh sources of supply being available is remote.

OR

c) If the Open Tender is not in public interest, in all such cases, the invitation to bids must be sent to parties of comparable reputation in market.

The number of supplier firms in Limited Tender Enquiry should be more than three. If the procurement is for branded products, a minimum of three quotations for each brand from different registered dealers should be obtained. In no case, single quotation shall be accepted for comparison of price by the Purchase Committee.

For instance, if the requirement is for the installation of air-conditioning system with no specific brand, and six brands are proposed to be examined, the Purchase Department should obtain three quotations FOR EACH BRAND from different suppliers and not one quotation for each brand from different suppliers. This is essential to ensure proper comparison of price and quality.

(k) Single Tender Enquiry (GFR 166)

Single tender method shall be followed only in rare cases where it is in the sure knowledge of both the Purchase Committee and the indenter that the goods/equipment to be procured is manufactured only by a particular manufacturer and there is no other option for the University except to go in for this good/equipment. Intentionally adding restrictive clauses to favour a single source should be avoided at all costs. All such cases of procurement on single tender basis must be approved by the competent authority on specific recommendations of the Purchase Committee, only after he satisfies himself that such procurement is unavoidable. Spare parts of equipments procured on single tender basis from the manufacturers or from their authorized dealers can be decided by the Purchase Committee.

(l) 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:-

Technical bid consisting of all technical details along with E.M.D wherever applicable.

Financial bid indicating item-wise price for the items mentioned in the technical bid along with commercial terms and conditions.

After obtaining bids, the usual purchase procedure is required to be followed.

(m) Tendering through Website

I. Worldwide publicity by putting the complete specifications on the University Website is required to be resorted to.

II. Soft copies of the website records are required to be maintained by using archival techniques.

III. After obtaining the quotation/ bids through website, the usual purchase procedure is required to be followed.

(n) Buy-back purchases

Buy-back of items like Computers, Scanners, Servers, laptops, LCD Projectors, Printers, Photocopiers, Faxes, Refrigerators and the like of five-year vintage or more can be made subject to the following conditions to replace an existing old item(s) with a new and better/ upgraded model

I. The approval of the competent authority for declaring the item as obsolete etc. has to be obtained.

II. Prices be obtained from various bidders and the bids should clearly mention that the offer is under buy-back scheme and the buy-back price be mentioned separately.

III. Once the purchase is completed, the original value of the item is written off from the books of the respective labs/Departments/Section/Projects and Purchase Department.

(o) Time period allowed to bidders

The following minimum time limit may be allowed to the bidders so that they can quote their best possible prices

I.	Limited tender	Three weeks
II.	Open tender	Four weeks
III.	Global tender	Six weeks

However, in case of urgency, the time period can be reduced but proper justification for the same has to be furnished and accepted by the Purchase Committee.

(p) Transparency in Tendering System

When the equipment/plant to be procured is of complex nature and the procuring organization may not possess the full knowledge of the various technical solutions available in the market to the desired objectives of a transparent procurement that ensures value for money spent simultaneously ensuring up-gradation of technology & capacity building.

Such procurement cases where technical specifications need to be reiterated more than once, it would be prudent to invite Expression of (EOI) and proceed to finalize specifications based on technical discussions/ presentations with the experienced manufacturers/suppliers in a transparent manner. In such cases, two stage tendering process may be useful and be preferred. During the first stage of tendering acceptable technical solutions can be evaluated after calling for the Expression of interest (EOI) from the leading experienced and knowledgeable manufacturers/suppliers in the field of the proposed procurement. The broad objectives, constraints etc. could be published while calling for EOI. On receipt of the EOI, technical discussions/presentations may be held with the short-listed manufactures/suppliers, who are prima facie considered technically and financially capable of supplying the material of executing the proposed work. During these technical discussions stage the procurement agency may also add those other stake holders in the discussions who could add value to the decision making on the various technical aspects and evaluation criteria. Based on the discussions/presentations so held one or more acceptable technical solutions could be decided upon laying down detailed technical specifications for each acceptable technical solution quality bench marks, warranty requirements, delivery milestones etc., in a manner that is consistent with the objectives of the transparent procurement. At the same time care should be taken to make the specifications generic in nature so as to provide equitable opportunities to the prospective bidder. Proper record of discussions/ presentations and the process of decision making should be kept.

4. PLACING OF THE INDENT BY THE HEAD OF THE DEPARTMENT/OTHER OFFICIALS

Whenever an indent is placed by the Head of the Department/ other concerned official, he has to ensure that the following details accompany it

(a) A detailed description of the item/service required including summary of its function and detailed specifications including whether the requirement is fresh or additional or replacement

(b) Non availability of the item and necessity for procurement of such item/service

(c) The estimated cost of the item/service, last purchase price if any

(d) The list of available vendors, their addresses, past experiences if any.

(e) A certificate to the effect that the item is of proprietary nature, if it has to be bought from a known, single source. (This certificate shall be given by the indenter, which shall be duly approved by the Competent authority).

(f) Emergency purchase certificate, in case of purchase is to be made on emergent basis.

(g) Budget provision certificate duly linking with the Project/ scheme.

(h) All indents should invariably indicate whether the requirement of a particular item is in replacement of existing one or for a new item. If the requirement is for replacement of the existing item, suitable certificate of 'obsolete condition has to be enclosed with the approval of the competent authority.

(i) In case of replacement of the existing item, the proposal of buyback, if any, applicable should be clearly specified by the Indenting authority.

(j) In cases of proposals of civil and electrical works, involvement of the Officials from Engineering Department of the University is compulsory for the purpose of technical specifications and supervision of execution.

(k) The indent will then be sent to the Purchase Department which will check it for correctness of details and will decide the mode of procurement.

5. CALLING FOR TENDER / QUOTATIONS AND PROCESSING OF TENDER PAPERS BY THE DEPARTMENT OR S&P DEPARTMENT, IF THE PURCHASE IS MORE THAN RS.2,50,000

The tender documents which comprise the detailed technical specifications, conditions of contract, the proforma in which the tender is to be submitted and such other material as may be made available free of cost (in soft form) to prospective bidders to promote competition.

The tender document for purchase of equipment must include a clause that the successful bidder shall furnish an unconditional Performance Bank Guarantee valid till 60 days after the warranty period from a scheduled bank for 10% or higher if decided by the Competent authority. It should be presented within a period of 15 days of the placement of order where full payment is to be made on L/c or on delivery, failing which the contract shall be deemed as terminated. In cases where part payment is made on delivery & part on installation, the performance BG shall be asked for at the time of release of final payment. The PBG should remain valid for a period of 60 days beyond the date of completion of warranty obligations in rare cases where goods have been procured on proprietary basis etc. the matter of non-furnishing of Performance Guarantee, if any, may be brought to the notice of the Competent Authority for his decision.

Bid security should be refunded to the successful bidder on receipt of Performance Security. It shall be clearly mentioned in the tender document for purchase of equipment that if the vendors have supplied identical or similar equipment to other Universities/ Institute, the details of such supplies for the preceding three years shall be given together with the prices eventually or finally paid.

The EMD shall always be collected by NEFT/ RTGS, DD or bankers Cheque or bank guarantee.

The EMD of unsuccessful bidders shall be returned within 15 days of the award of the contract. All tenders received without EMD shall be summarily rejected. Firms registered with DGS&D, NSIC and Govt. Public Undertakings who are exempted from payment of EMD may be allowed exemption. But it must be verified that such registration include the item they are offering which are manufactured by them and not for selling products manufactured by other companies. In rare cases however, if the bidder is well known and highly reputed, the matter may be brought to the notice of the competent authority for his decision.

The rate of EMD will be 2 % of the estimated tender value. After awarding the tender, Performance Guarantee (either retaining 2%EMD or full new performance guarantee with returning the 2% EMD).

6. EVALUATION OF THE TENDERS / QUOTATIONS BY THE CENTRAL PURCHASE COMMITTEE

(a) Receipt of Tenders:

I. Tenders shall be received through online mode only. EMD should be received in original along with sample, if desired.

II. There should be superscription on cover of EMD and/ or sample along with tender number and date. This should reach the Vishwavidyalaya in due time.

III. Tenders/ quotations for items costing less than Rs. 2.50 lakhs and are received in open condition or through fax or e-mail or telegram or telex within the due date and time shall not be rejected but shall be accepted at the risk of the bidder if the same is presented to the S&P Department before the expiry of the due date and time.

(b) Late/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 and filed. They shall not be opened at all and be returned to the bidders in their original envelope without opening. This clause also covers late receipt of original EMD and / or samples.

(c) Opening of the Tenders:

The tenders shall be opened by the officials having right to open tenders. Separate notice of opening of the tender need not be sent to the bidders before opening of the technical or commercial bid as in case of e-tendering all concerned person get notified directly by e-tendering portals.

(d) Tender Evaluation Committee: There should be a tender evaluation committee for evaluation of technical and financial bids. The committee may comprise of internal as well as external members.

(e) Evaluation of the Tenders:

I. A neat comparative statement of the tenders opened shall be caused to be made by the S & P Department shall contain details as desired in technical bid for technical comparative statement and a financial comparative statement may be downloaded from CPP portal or may be prepared as the case may be. The final landing cost of Purchase after all discounts, taxes must be mentioned on the comparative statement for indigenous items. Where there is no mention of packing, forwarding, freight, insurance charges, such offers shall be rejected as incomplete. This condition must be indicated in bold letters in the tender document/ enquiry itself. The comparative statement shall be without any cuts and erasers and shall neatly give the quoted price both in figures and in words. The Purchase section shall be directly responsible if the statement is later found to be shabby and with additions, alterations, cuts and erases. When bids are received in different currencies, the comparative statement shall clearly give the exchange rate on the date of opening of the bid and the quoted price in rupees.

II. After the order is placed separate photocopies of the comparative statement may be taken and kept in a presentable form to be produced on demand by audit.

III. Evaluation of tenders must be done in a scientific and logical manner. It is not always necessary that the lowest quoted price shall finally emerge as the lowest evaluated price. It may be that the lowest bidder has not quoted according to the specifications and has left out certain items asked for. His bid eventually may not even be responsive. Thus evaluation of tenders is a serious exercise which should not be done mechanically. Extraneous considerations, that is, considerations that were not mentioned in the technical and of other specifications, shall not be a cause for rejecting a tender as non responsive.

IV. If the bidder has quoted certain optional items, these items should not be taken into consideration for the evaluation of the bid. Wherever two bid systems is followed, the Purchase can arrive at a basket of items to be procured which may well be Cmmittee different from what they had initially advertised. In all such cases, the parties who have been found technically suitable should be asked to quote for all these items.

V. Wherever feasible the Purchase Committee should examine the samples of materials/goods proposed to be examined and a suitable recording should be made in the Purchase Committee minutes to the extent that the sample material/goods have been examined and satisfied with the quality and specifications. In case of purchase of equipment and other goods whose samples cannot be examined at the University, the Purchase Committee members at their discretion should visit the suppliers place to examine the equipment and record the findings in the Purchase Committee minutes. If the Purchase Committee is of the opinion that such an examination is not necessary, the same shall be recorded in the Purchase Committee minutes.

The Purchase Committee should also refer to the records of Purchase Department of the University and other documentary proof submitted by the Tenderer to determine the past performance of the supplier while evaluating the tenders and a suitable recording should be indicated in the minutes of the purchase committee.

VI. Conditional tenders shall not be accepted.

VII. A tender shall not reject simply because certain details which do not have appreciable bearing on the price quoted are missing. In such case a quick reference could be made with the approval of the Purchase Committee, to the concerned bidder for proper evaluation of the tender.

VIII. The evaluation report shall clearly bring out the

a) Technical acceptability of the offer

b) Reasonability of the price quoted

c) Reasonability of the delivery period offered.

IX. No tender shall be technically rejected on flimsy grounds or on such vague grounds as unsatisfactory service during earlier purchases without providing any documentary proof. The reasonability of the price quoted can only be the arrived at by making formal inquiries from other clients who have made similar purchases and by taking into account last purchase price. It must be borne in mind that the margin of profit in scientific equipment is usually large and hence there is considerable scope for negotiation with the lowest bidder. Negotiations must only be done with the lowest bidder wherever necessary.

7. SANCTION FOR PURCHASE

(a) After the vetting of the indent, the Purchase Officer shall move a file for purchase of the said item/service to the Registrar.

(b) If the value of the purchase is less than Rs 2,50,000/- the Registrar will accord sanction to the purchase and send the file to the Finance Section for further necessary action.

(c) If the value purchases proposed exceeds Rs 2,50,000/-, the Registrar shall move the file to the Hon'ble Vice Chancellor for approval.

(d) After the approval from the Vice Chancellor the file shall be sent to the Finance section for further action.

(e) If any of the sub-items purchased thereafter exceeds the sanction of the Vice-Chancellor fresh sanction of the Vice-Chancellor shall necessarily be taken.

(f) The finance member of the Purchase Committee shall ensure that all the financial parameters are fully complied with before according his concurrence.

8. PLACEMENT OF ORDER

(a) Once the purchase proposal is approved and the competent authority sanctions the expenditure, the Purchase Officer (In-charge S&P for purchase through S&P section or HoDs/Dean/Director/ Officers in case of other purchases or PI & Director R&D in case of project purchases) shall prepare the purchase order and arrange for its delivery to the vendor. The purchase order should contain the make and model of the item with description, rate, quantity ordered, amount and terms & conditions like Delivery schedule, Place of Delivery, Payment terms, taxes & duties, any other charges like packing, forwarding, transportation, insurance etc., discounts offered by the firm, warranty period, training if any etc.. Suitable clauses like Option clause for repeat order, Arbitration Clause, force majeure Clause and Liquidated damage Clause etc. may be incorporated in the supply order wherever applicable. The order shall also contain the inspection procedures to be followed for inspecting the ordered goods for acceptance and the probable time needed for inspection. Orders for equipments shall be dispatched to the vendor in two copies with an instruction that the vendor has to return one copy duly signed as a token of the acceptance of the order. In case the order confirmation is not received within twenty-one days, it shall be presumed that the vendor has not accepted the order and further action has to be initiated as per the conditions given in the tender document etc. The copies of orders shall be distributed to Stores, Indenting division and Finance (along with a copy of the sanction memo) as soon as the orders are placed.

(b) Purchase Order Register

The Purchase Order so placed should be serially numbered with new serial number being allotted from April to March every year.

Maintenance of a Purchase Order Register is mandatory. A review of pending purchase orders should be made periodically and necessary follow up action taken with the firms concerned for expediting the supplies.

The Register should be submitted with a closing as indicated below to the Registrar on 5th of every month and to the Vice-Chancellor once in six months i.e., 5th January and 5th July every year. The register should be closed to the end 25th of previous month to the closing date.

Opening Balance	: XXXX	(A)
Purchase Orders issued		
From …… to ………..	: XXXX	(B)
Total (A+B)	: XXXX	(C)
Supplies received	: XXXX	(D)
Closing Balance (C-D)	: XXXX	(E)

(c) Follow up of Purchase orders

Once order has been placed, it is the duty of Purchase Officer to ensure that the vendors supply what has been ordered in time. He shall continuously be in touch with the indenter department and in the event of the material not being received in time; he shall contact the vendor immediately and ensure that the material is received as quickly as possible. He shall also keep a list of vendors who are habitual defaulters and who supply sub-standard material, so that prompt action may be taken to blacklist such vendors

9. PAYMENTS

A copy of the purchase order/work order/service order may be sent to concerned Department, Finance, Administration and Internal Audit Department so that while processing the bill for payment, they may be linked with the P.O. and make an endorsement as paid & cancelled. The unpaid P.O.s will be reviewed at the end of 31st March and report given to Accounts Section quantifying the outstanding to account for them as O/S Liabilities in the Balance Sheet.

In case of payment towards civil works if any ordered payment will only be made after necessary record measurement by Estates/Campus Development.

(a) Receipt of materials

On receipt of the equipment etc, the Stores Department shall take steps for installation and commissioning. Upon satisfactory commissioning, suitable entries in the Assets Registers (in respect of durable and long life items) or in the Stock Register (in respect of consumable items) shall be made. These details are required to be noted on the back side of the invoice / bill with proper attestation bearing full signature with date and stamp.

For this purpose, Stores Section as well as all Sections of the Departments of the University and Centre/ Units /Study Centre should maintain an Assets Register (in respect of durable and long life items) or in the Stock Register (in respect of consumable items).

(b) Inspection of the materials

The indenter should inspect the materials as soon as it arrives and have to normally adhere to the schedule given by him at the time of placing the indent. Normally the concerned indenting division should ensure completion of inspection within ten days of receipt of advice from the stores. For imported equipments the packing may be opened in the presence of the Indian agent to avoid short/ damaged supply due to improper packing. In any case the inspection shall be completed within the validity period of the insurance policy so that the claims for shortage/ damage if any can be lodged with the insurance company. Failure to inspect the material within the time schedule shall make the Indentor and the concerned Project leader responsible for the loss.

Once the inspection is complete and the indentor certifies the inspection report, stores should ensure that the bill containing the stock entry reference and copy of the inspection report is sent to Purchase within three working days after the inspection is over. The Purchase wing shall send the same directly to accounts within four working days for payment and then the accounts must arrange payment to the vendor within five days from the date of receipt of bill. If for any reason, the payment is held up beyond the period stipulated, the matter shall be brought to the notice of the Director for his decision.

(c) Computerization of Purchase records

The University shall computerize all the areas of purchase management to the maximum extent possible and develop a suitable package for this purpose through a competent IT firm. This will ultimately result in better efficiency, more speed in performing the duties and, also, reduction in the overall expenditure.

The above procedure shall supersede the existing purchase policy. In respect of areas, which are not covered in the above purchase policy & procedure, the provisions contained in the General Financial Rules-2005 of Govt. of India shall be operative.

(d) Power to interpret and relax the rules

I. In case of any doubt on the interpretation of this procedure or any suggestion for improvement, the matter can be referred to the Vice-Chancellor

II. Executive Committee of the University or the Vice-Chancellor with the approval of the EC is authorized to relax any provision(s) contained in the Manual in exceptional cases with reasons to be recorded for such exemption or relaxation.

(e) Write off, Condemnation and Disposal:

An item may be declared surplus or obsolete or unserviceable, if the item is of no use to the University or when the item is beyond economical repair or may be rendered surplus, obsolete or unserviceable. Under such circumstances the property and equipment be disposed off in the best interest of the University as per the following guidelines with prior approval of the Vice-Chancellor:

I. Wherever possible, the stores equipment is traded under buy back scheme, so as to reduce the cost impact on the new stores equipment.

II. If the above option is not "available, the property and equipment be sold out rightly with due procedures.

(f) Formation of Condemnation Committee:

To decide that the items are obsolete and unserviceable or of no use, a Condemnation Committee shall be constituted. This Committee shall consist of:

I. Head of the concerned Department/Centre/Section -Chairman

II. One Dy. Registrar, or equivalent - Member

III. In-charge (S&P), or his nominee – Member

IV. In-charge (Internal Audit), or his nominee – Member

V. Technical expert or his equivalent- Member

(g) General Procedure to write -off the unserviceable Materials/Items

I. The items to be declared as obsolete, "surplus" or unserviceable should be examined by Condemnation Committee and after examining the item, the committee will declare an item of stores as obsolete, surplus or unserviceable and recommended for their disposal. The committee should take into account the prescribed or stipulated life period of the stores. In case, such period is not in record, the committee should examine the conditions of stores and suitable reasons to write off the item. If the item has become obsolete, surplus unserviceable on account of negligence, fraud or mischief on the part of employee, the same should be brought out clearly and responsibility should be fixed and losses made good.

II. Where the "life period" has been prescribed on any item and the same is already over, it should normally be taken as enough ground for declaring the item obsolete and unserviceable. However, the condition of the item should still be thoroughly examined to see whether the item could be put to further use.

III. In other cases, where the life period is not over or no life period has been prescribed or stipulated, the reason for declaring the item unserviceable should be clearly recorded such as, may be normal wear and tear, excessive use in public interest, accidental fire, flood and other natural calamities, damage due to insect, rats etc.

IV. Authority competent to purchase a store shall be competent to declare the store as obsolete surplus unserviceable

V. The condemnation Committee shall submit its recommendations in the prescribed form (i.e. FORM GFR-10) obtainable from the Store Purchase Section after ensuring that items have become unserviceable, obsolete due to wear and tear and is beyond economic repairs. Separate GFR-10 form should be filled for items/ equipments of value below Rs. 2,50,000/- and above Rs.2,50,000/- respectively.

VI. After approval of the Vice-chancellor on the recommendations of Condemnation Committee, Head of the Department /Section shall forward a copy of the Vice-Chancellor's approval to the convener of the Auction Committee with copy to Store Purchase Section.

VII. Actual physical disposal of items which has been written-off will be done only after the Vice-Chancellor has approved the recommendations of the write-off condemnation committee.

VIII. After recommendation of Condemnation Committee and approval of the Vice- Chancellor, process for auction shall start.

IX. For auction, an Auction Committee shall be constituted. The Auction Committee shall consist of

(i)	Nominee of Vice Chancellor	Chairperson
(ii)	Registrar or his nominee	Member
(iii)	Finance Officer, or his nominee	Member
(iv)	In-charge (Internal Audit), or his nominee	Member
(v)	Security Officer or his nominee	Member
(vi)	Officer-in-Charge (R&D) or his nominee	Member
(vii)	In-charge (S& P)	Member Secretary

(h) Procedure for Auction:

I. After approval of the Vice-chancellor on the recommendations of Condemnation Committee, Head of the concerned Department/Section shall forward a copy of the Vice-chancellor's approval to the Member Secretary, Auction Committee.

II. The concerned department / section / center, shall make arrangement to remove the condemned articles/materials from the Department/ Section concerned to the place earmarked for their temporary storage, within a week from the date of receipt of the copy of the condemnation report. Items to be disposed off shall be under the custody of the Member Secretary, Auction Committee until their disposal.

III. The unserviceable materials shall be disposed of at least once in a year through open / sealed tendering.

IV. The Auction Committee shall decide the mode of auction. As far as possible, the disposal would be through university tender notice/press tender notice where interested parties would be issued tender forms to quote the rate under sealed cover.

V. The tenders shall be accompanied with earnest money deposit for items/ stores, by way of demand draft drawn in favour of the Registrar, Dr. H.S. Gour Vishwavidyalaya, Sagar (M.P.).

VI. Tenders received without Earnest Money Deposit would be straight away rejected, or shall not be entertained;

VII. The tender forms along with the terms and conditions may be obtained from the office of the Central Store on payment of Rs.500/- (Rupees Five Hundred only).

VIII. The tender should be complete in all respects and should be duly signed. Late and delayed tenders due to any reason including postal delays should not be considered. Incomplete and unsigned tenders should not be considered at all. Offers sent through fax/email will not be accepted.

IX. The party whose tender is accepted will be required to deposit the balance amount (after adjustment of earnest money deposit) within a period of five days of the receipt of the order/notification. If the amount is not deposited within the aforesaid period, the acceptance of offer shall stand cancelled and the earnest money shall be forfeited.

X. After depositing the balance amount the party should lift the goods within a period of seven days. If the goods are not removed within the said period, the tenderer shall have no right or claim to the goods and whatever money have been deposited shall be deemed to have been forfeited. The institute shall be free to dispose of the goods in any manner as it may deem fit.

XI. A sale account of auction shall be prepared (in triplicate) in the prescribed form (GFR-18) and shall be submitted to the Registrar duly signed by the Chairman/ Members Secretary of Auction Committee.

XII. The University shall reserve the right to reject all or any tender without assigning any reason. The decision of the Vice Chancellor in this behalf and all other matters relating to the disposal shall be final and binding.

XIII. On receipt of the sale amount the department/ section/ store purchase section will write off the auctioned items from the inventory/Asset Register.

XIV. For item not covered by the above procedure, special permission of The Vice-chancellor shall be obtained.

XV. The Members Secretary, Auction Committee shall arrange for the handing over of unserviceable materials to the successful tendered after the deposit of the auction money in the cash section of the University.

XVI. If it is observed that very negligible value is quoted for items like Computers, Printers, Typewriters and Furniture etc. It will be, therefore, appropriate, if the preference is given to University employees while selling off the above items after taking approval from the Vice-chancellor.

XVII. In case of any dispute, the jurisdiction of the matter should invariably remain with the courts situated at Sagar City (M.P.)

XVIII. Cases not covered by the Stores & Purchase manual will be decided by the Vice-chancellor in the interest of University.

10. ANNUAL MAINTENANCE CONTRACT

Depending on cost and nature of the goods to be purchased, it may also be necessary to enter into maintenance contracts for a suitable period either with the supplier of the goods or with any other competent firm, not necessarily the supplier of the subject goods. Such maintenance contracts are specially needed for sophisticated and costly equipment and machinery. It may however be kept in mind that 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 paid maintenance should commence only there after wards.

The annual maintenance contract, repair contract, repair work from the manufacturer / manufacturer's authorized supplier, in respect of various equipment in the department, may be entered into by the HOD for maximum of 10% of the equipment cost or Rs 1,00,000/- whichever is less. In all other cases, quotations will be invited and normal purchase rules shall be adhered to. In case of renewal of the Annual Maintenance Contract, the following points may be taken care of while sending the proposal for renewal of Annual maintenance contract:

AMC should be from a prospective date. In order to ensure this, the HODs shall be required to initiate action for renewal of AMC at least 90 days before the expiry of previous AMC. In case of renewal, the service report flog book (copier) should be sent along with the proposal.

In case of any increase in the AMC cost when compared to previous AMC, necessary justification for increase in price may be obtained from the firm and enclosed along with the indent. Advance should be paid against bank guarantee, if the amount is more than Rs.1,00,000/.

11. REPEAT ORDERS

Repeat orders are processed subject to the following conditions:-

(a) The repeat order can be made with no change in the rates, specifications as well as terms & conditions of supply.

(b) The repeat order shall be placed within 180 days time from the date of the quotations.

(c) Repeat order should be restricted up to Rs. 5,00,000 with no price variation from previous purchase except statutory changes viz. tax..

(d) No repeat order will be placed for more than 30% of original demand.

(e) No repeat order will be placed if buy-back is involved in the purchase.

12. BRANDED ITEMS

(a) Indenter / purchaser may record full justification as to why a particular brand has been preferred.

(b) For such purchases, quotations are required to be called for either from the manufacturer or from the authorized dealers only, with a view to get price advantage.

(c) It may a case of the purchase of propriety items.

13. DOCUMENTS REQUIRED TO BE KEPT IN ANY PURCHASE PROPOSAL FILE

A neatly arranged and prepared file (not loose sheets), serially numbered, may be opened, keeping the following documents therein:

(a) Notice inviting quotations / tenders and / or a report of survey conducted.

(b) Copy of 'in principle approval', if available.

(c) Quotations / bids received (all in original)

(d) Report of the Technical Committee (in the case of two-bid system).

(e) Comparative Statement(s) -pre-negotiation and post-negotiation, signed by the proposer on each.

(f) Purchase Proposal' in the prescribed format (see Annexure), duly obtaining the signatures of the Purchase Committee members (wherever required).

Notes:

(a) Splitting of the quantities to be purchased, so as to bring them within the sanctioning powers of lower authority is not permitted under any circumstances.

(b) In principle approval of the Vice-Chancellor/Pro-Vice-Chancellor is required before initiating purchase proposal of (i) furniture items (beyond Rs. 2,50,000/-) (ii) air conditioner (iii) laptop (iv) digital video camera. This procedure is applicable in respect of purchases from the 'maintenance (non-plan)' and 'development (Plan)' budgets. In respect of the 'project budget' it is, however required to be ensured that a provision for such purchase(s) exists in the project sanction order.

As soon as approval of the appropriate authority is obtained for purchase of the articles etc from a particular firm, a purchase order should be placed on the firm duly specifying the terms & conditions of the University within the currency of the quotation by the indenter. The enclosed form (Appendix III) may be used for placing purchase orders giving the reference of the Sanction Order. Acknowledgement of purchase order is to be obtained from the party). Each purchase order should be assigned a separate serial number in each financial year commencing from serial number one on 1st April and ending the last serial number on the 31st March. For this purpose a Purchase Order Register should be maintained

14. SPECIAL PRECAUTIONS TO BE TAKEN IN RESPECT OF IMPORTED ITEMS

Following special precautions should be taken while making imports.

(a) Stores / Equipment shall be supplied against Open General License (OGL), which are not included in the negative list to Import & Export Policy of Govt. of India.

(b) As far as possible direct purchase from the foreign manufacturers, (Principals) should be resorted to.

(c) Where intermediary agencies / local representatives of the foreign manufacturers / suppliers are involved in the import of foreign goods, an authorization letter / certificate to this extent is required to be obtained. No agency commission is required to be paid to such intermediary agencies / local representatives. This aspect is required to be made clear in the Notice Inviting Quotations / Tenders as well as in the Purchase Order.

(d) Customs Duty exemption available to the University (in accordance with relevant statutes/rates as applicable from time to time) shall be mentioned in the enquiries and purchase orders.

(e) L.C. is to be opened only after receiving the acknowledgement of Purchase Order and Agreement from the Manufacturer / Supplier.

Following documents are required to be attached to the L.C. / T.T. proposal:

I. Copy of the purchase proposal approved by the competent authority.
II. Copy of the Purchase Order.
III. Order Acknowledgment.
IV. Proforma invoice containing the terms and conditions.
V. Form A1/A2
VI. Letter addressed to the S.B.I. Sagar (M.P.) in the prescribed form. It will however be issued by the Finance Officer.
VII. Copy of the Agreement (whichever applicable)
VIII. L.C. Guarantee Form.

(f) Total value for the supply of Equipment as far as possible should be on DOOR DELIVERY BASIS to the Vishwavidyalaya. Cost of equipment should include all such charges viz. insurance, freight, loading unloading etc. No other payment should be made in this regard.

(g) The supplier shall be responsible for obtaining necessary Export License /Permit Authorization from the respective Government for exporting the Materials / Stores / Equipment to India, and all expenses incidental to the execution of statutory and non statutory obligations in this regard shall be to supplier's account.

(h) In case of LCs, bank charges outside India including confirmation charges, if any, shall be to the supplier's account. The documents for payment shall be presented to the purchaser's bank by the supplier within 21 days of shipment of Stores / Equipment.

15. THE PAYMENT TERMS SHALL BE AS FOLLOWS

90% of the order value would be released through LC upon shipment of store/equipment and on presentation of the following shipping documents.

(a) Signed commercial invoice

(b) Original Airway bill or House Airway bill.

(c) Packing list

(d) Test Certificate

(e) Supplier's certificate to the effect that the contents in the case/package are not less than those entered in the invoice and packing list.

I. Balance 10% would be released after submission of final acceptance certificate issued by the University and receipt of the invoice for the 10%.

II. Where there is no Indian agent and no installation is involved, 100% of the order may be paid and released through LC.

III. When value of any import is less than Rs. 5.00 lakh and the foreign manufacturer / supplier insists upon 100% payment (as per the terms of quotation) then such a request can be acceded to.

IV. Performance Bank Guarantee (PGB) may be obtained from the supplier/agent valid for two months more than warranty period from the date of satisfactory installation and commissioning.

V. Foreign currency payments are to be made as per the RBI conversion rates. The exchange rate would be either GOC rates or at RBI Rates.

VI. Letters of Credit opened for purchase of imported goods should be entered in a separate register by the School/Department (academic and non-academic). The payments made against the letter of credit should be noted in the register as and when the intimations are received from the Bank. Internal Audit would ensure about maintenance of such a register.

VII. The purchases of spares, consumables, journals, books, membership subscription, and software costing upto US $ 5,000 may be made on foreign drafts / telegraphic transfers. As and when the credit card system is available with the University e-purchase mode may be considered. Such payments should also be entered separately in the LC Register to watch the delivery of the goods.

VIII. Steps should be taken to ensure that the imported items are cleared through Customs immediately. The F&A section is required to process the bills regarding Customs Duty, freight charges and insurance within 2 working days, to avoid demurrage charges. All payments towards demurrage up to Rs. 25,000/- sanctioned by the Dean/HoDs/Coordinators under the powers vested upon them, should be reported to the Vice-Chancellor detailing the circumstances under which demurrage charges had to be incurred. Vice-Chancellor's prior sanction should be obtained for payment of demurrage charges beyond Rs. 25,000/-.

All such cases shall be reported to the Finance Committee and Executive Council for information.

(i) Pre-installation including site preparation requirements may be obtained from the supplier, well before commencement of installation process.

(j) Suitable mechanism should be evolved to detect damages if any, in the imported equipments at the time of inspection and to prefer claims with Insurance Companies, Suppliers etc., well in time.

16. PAYMENT OF SMALL AMOUNTS IN FOREIGN CURRENCY

Payments in foreign currency up to the financial powers vested with the respective sanctioning authority, in respect of the following items of expenditure, can be made at the responsibility of the proposer. Payment proposal in foreign currency over and above this limit need approval of the Vice-chancellor (duly routing the proposal through the Finance Officer).

(a) Subscription/renewal of subscription to Scientific Organisations/Academic Societies etc.

(b) Subscription for foreign journals.

(c) Import of consumables.

(d) Towards services rendered by foreign agencies.

(e) Examiners' fees / thesis valuation fees etc.

(f) Library: Upto US$ 5,000/- (or its equivalent with due approval of the Library Committee)

Important

i. Payment through credit card is required to be made only in emergency situation, since reconciliation of the accounts for such expenditure become difficult later.

ii. Subscription to journals, scientific organizations, academic societies may be done in the name of the School concerned, so that the record of such subscriptions is available at a central location.

17. PAYMENT BY CREDIT CARD

Payment by Credit Cards is permitted for miscellaneous expenditure on foreign currency incurred on books, conference registration, journal and association subscription and such other items:

(a) upto and equivalent to INR 50.000/- by Deans;

(b) upto and equivalent to INR 30,000/- by Principal Investigators for Project.

18. PROCUREMENT OF SERVICES

(a) CONSULTING SERVICES

I. "Consulting Service" means any subject matter of procurement (which as distinguished from 'Non- Consultancy Services' involves primarily non-physical project-specific, intellectual and procedural processes where outcomes/ deliverables would vary from one consultant to another), other than goods or works, except those incidental or consequential to the service, and includes professional, intellectual, training and advisory services or any other service classified or declared as such by a procuring entity but does not include direct engagement of a retired Government servant.

Note: These Services typically involve providing expert or strategic advice e.g. management consultants , policy consultants, communications consultants, Advisory and project related Consulting Services which include, feasibility studies, project management, engineering services, finance, accounting and taxation services, training and development etc. (GFR 177)

II. The Departments of the University 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 completion or outsource certain services. (GFR 178)

III. This rule contains the fundamental principles applicable to the Vishwavidyalaya regarding engagement of consultants. The Vishwavidyalaya shall ensure that they do not contravene the basic rules contained under this clause. (GFR 179)

IV. Identification of Work *I* Services required to be performed Consultants.- (GFR 180)

Engagement of consultants may be resorted to in situation requiring high quality services for which the concerned Department does not have requisite expertise. Approval of the competent authority should be obtained before engaging consultant(s).

V. Preparation of scope of the required work *I* service: (GFR 181)

Departments should prepare in simple and concise language requirement, objectives and the scope of the assignment. The eligibility and qualification criteria to be met by the consultants should also be clearly identified at this stage.

VI. Estimating reasonable expenditure: (GFR 182)

Department proposing to engage consultant(s) should estimate reasonable expenditure of the same by ascertaining the prevalent market conditions and consulting other organisations engaged in similar activities.

VII. Identification of likely sources: (GFR 183)

(i) Where the estimated cost of the work or service is upto Rupees twenty five lakh, preparation of the list of the potential consultants may be done on the basis of formal or informal enquiry from other Departments or Organisations involved in similar activities, Chambers of Commerce & Industry, Association of consultancy firm etc.

(ii) Where the estimated cost of the work or service is above Rupees twenty five lakh, in addition to *(i)* above, an enquiry for seeking 'Expression of Interest from consultants should be published in at least one national daily and Central Public Procurement Portal and the University website. The website 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 Department, eligibility and the pre-qualification criteria to be met by the consultant 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 from getting responses from interested consultants.

VIII. Short-listing of consultants: (GFR 184)

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

X. Preparation of Terms of Reference (TOR): (GFR 185)

The TOR should divide:-

(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 Department to facilitate the consultancy.

(v) The final outputs that will be required of the Consultant;

XI. Preparation and Issue of Request for Proposal (RFP) : (GFR 186)

RFP is document to be used by the department for obtaining offers from consultants for the required work / service. The RFP should be issued to the short listed consultants to seek their technical and financial proposals. The RFP held 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 in case 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 mid-term review of the progress of the work and review of the final draft report.

XII. Receipt and opening of proposals (GFR 187)

Proposals should ordinarily be asked for from consultants in 'Two-bid' system with technical and financial in sealed envelope separately. The bidder should put these two sealed envelopes together in an envelope duly sealed and submit the same to the Department or university on the specified date and time at the specified place. On receipt, the technical proposals should be opened first by the Department at the specified time and place.

XIII. Late Bids – (GFR 188)

Late bids, i.e., bids received after the specified date & time of receipt, should not be considered.

XIV. Evaluation of Technical Bids (GFR 189)

Technical bids should be analyzed 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 analyses and evaluated by it.

XV. Evaluation of Financial Bids of the technically qualified bidders (GFR 190)

The 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.

XVI. Consultancy by nomination (Rule 191)

The basis of selection of the consultant shall follow any of the methods given in Rule 192 to 194 as appropriate for the circumstances in each case.

XVII. Quality and Cost Based Selection (QCBS) (GFR 192)

QCBS may be used for Procurement of consultancy services, where quality of consultancy is of prime concern.

(i) In QCBS initially the quality of technical proposals is scored as per criteria announced in the RFP. Only those responsive proposals that have achieved at least minimum specified qualifying score in quality of technical proposal are considered further.

(ii) After opening and scoring, the Financial proposals of responsive technically qualified bidders, a final combined score is arrived at by giving predefined relative weight ages for the score of quality of the technical proposal and the score of financial proposal.

(iii) The RFP shall specify the minimum qualifying score for the quality of technical proposal and also the relative weight ages to be given to the quality and cost (determined for each case depending on the relative importance of quality vis-a-vis cost aspects in the assignment, e.g. 70:30, 60:40, 50:50 etc). The proposal with the highest weighted combined score (quality and cost) shall be selected.

(iv) The weight age of the technical parameters i.e. non- financial parameters in no case should exceed 80 percent.

XVIII. Least Cost System (LCS) (GFR 193)

LCS is appropriate for assignments of a standard or routine nature (such as audits and engineering design of non-complex works) where well established methodologies, practices and standards exist. Unlike QCBS, there is no weight age for Technical score in the final evaluation and the responsive technically qualified proposal with the lowest evaluated cost shall be selected.

XIX. Single Source Selection/Consultancy by nomination (GFR 194)

The selection by direct negotiation/nomination, on the lines of Single Tender mode of procurement of goods, is considered appropriate only under exceptional circumstance such as:

(i) tasks that represent a natural continuation of previous work carried out by the firm;
(ii) in case of an emergency situation, situations arising after natural disasters, situations where timely completion of the assignment is of utmost importance; and
(iii) situations where execution of the assignment may involve use of proprietary techniques or only one consultant has requisite expertise.
(iv) 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.
(v) It shall ensure fairness and equity, and shall have a procedure in place to ensure that the prices are reasonable and consistent with market rates for tasks of a similar nature; and the required consultancy services are not split into smaller sized procurement.

XX. Monitoring the Contract- (GFR 195)

The 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 University objectives.

XXI. Public competition for Design of symbols/logos (GFR 196)

Design competition should be conducted in a transparent, fair and objective manner. Wide publicity should be given to the competition so as to ensure that the information is accessible to all possible participants in the competition. This should include publication on the website of University, as also the Central Public Procurement Portal. If the selection has been by a jury of experts nominated for the purpose, the composition of the jury may also be notified.

20. OUTSOURCING OF SERVICES

(a) Outsourcing of Services (GFR 197)

"Non-Consulting Service" means any subject matter of procurement (which as distinguished from 'Consultancy Services'), involve physical, measurable deliverables/ outcomes , where performance standards can be clearly identified and consistently applied, other than goods or works, except those incidental or consequential to the service, and includes maintenance, hiring of vehicle, outsourcing of building facilities management, security, photocopier service, janitor, office errand services, drilling, aerial photography, satellite imagery, mapping etc.

(b) Procurement of Non-consulting Services (GFR 198)

The University 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.

(c) Identification of likely contractors (GFR 199)

The University should prepare a list of likely and potential contractors on the basis of formal or informal enquiries from other Universities and Organizations involved in similar activities, scrutiny of 'Yellow pages', and trade, journals, if available, web site etc.

(d) Preparation of Tender enquiry (GFR 200)

Department of Vishwavidyalaya should prepare a tender enquiry containing, *inter alia*:-

I. The details of the work or service to be performed by the contractors;

II. The facilities and the inputs which will be provided to the contractors 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.

(e) Invitation of Bids (GFR 201)

I. For estimated value of non-consultancy service up to Rupees ten lakhs or less: The Department of University should scrutinize the preliminary list of likely contractors as identified as per Rule 199 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 be more than three.

II. For estimated value of non-consultancy service above Rupees ten lakhs: The Department of University should issue advertised tender enquiry asking for the offers by a specified date and time, etc., in GeM portal or on CPP portal and website of the University.

(f) Late Bids (GFR 202)

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

(g) Evaluation of Bids Received (GFR 203)

Department of University should evaluate, segregate, rank the responsive bids and select the successful bidder for placement of the contract.

(h) Procurement of Non-consulting services by nomination (GFR 204)

Should it become necessary, in an exceptional situation to procure a non-consulting service from a specifically chosen contractor, the Competent Authority in the Vishwavidyalaya may do so in consultation with the Financial Adviser. In such cases the detailed justification, the circumstances leading to such procurement by choice and the special interest or purpose it shall serve, shall form an integral part of the proposal.

(i) **Monitoring the Contract (GFR 205)**

The Vishwavidyalaya should be involved throughout in the conduct of the contract and continuously monitor the performance of the contractor.

(j) Any circumstances which are not covered in Rule 198 to Rule 205 for procurement of non-consulting services, the procuring entity may refer Rule 135 to Rule 176 pertaining to procurement of goods and not to the procurement of consulting services.

Dr.Harisingh Gour Vishwavidyalaya, Sagar (M.P.)

Purchase Proposal Request Form

Appendix –I

To,

Officer – In – charge,
Store & Purchase Division,
Dr. Harisingh Gour University,
Sagar – M.P. – 470 003

Department Indent No…………………Indent Date…………………

Department………………………………Quotation Attached (Y/N)

Indenter PF No :……………………………………..

Types of Material :			**Purchase Order Type**	
Consumable			Normal	
Non-Consumable			Repeat Order	
Limited Time Asset			Rate Contract	

Please tick where ever-applicable Item Category………..

(Please see the next page for Detailed info. of category)

Item Details of Required Items

Sl.No.	**Complete Description of item (Specification model, catalog No.) use separate sheet if required**	**Stock Held on date (Wherever applicable**	**Quantity required**	**Purpose**	**Approx Unit price**	**Approx Total cost**
Total Cost						

Budget Details

Sl.No.	**Department Name /Project No.**	**Budget Head**	**Budget Amt.**

Suggested Supplier

Sl. No.	**Name**	**Address**

1. **Whether items are available in Central Stores : Y / N**
2. **Certified that Allocation exist for the above Amount**

Indenter's Signature

HoD Signature

Name :………………………… **(Signature)** **(Signature)**

PF No…………………………………… **Email……………………………………………**

Dr.Harisingh Gour Vishwavidyalaya, Sagar (M.P.)

Purchase Proposal Request Form

Appendix -II

Requester's Name :……………………………..….P.F. No.:………………………………….. Project No.:……………………………………………………………….

Purchase order type : Normal / Rate Contract / Repeat Order No…………………………

Recommended Quotation No.:………………………………Dated…………………………

Delivery Period……………………………………………Despatch Mode…………………..

S. No.	**Complete Description/Specification of items required**	**QTY**	**Unit Price**	**Total Amount (Rs.)**
	(Consumable /Non-Consumable/LTAS)			
			Total Cost Rs.	

<u>Other Charges</u> <u>Budget</u>

<u>Amount</u> **1. Excise Duty……………%** **2. Sales Tax / Trade tax……………%** **3. Freight** **4. Packing & Forwarding** **5. Transit Insurance** **6. Specific Condition (if any)**	**<u>Project No.</u>**	**<u>Project Head</u>**	**<u>Amount</u>**

Project Investigator's Signature

Approved

Signature of HoD

Payment Terms Vendor's Address

1. 90% against delivery **2. 80% against delivery** **3. 90% against delivery through SBI, University, Sagar** **4. 100% against installation Name :** **5. ………….% advance against Bank Guarantee** **6. Any other specify – detailed overleaf** **Tel.No.:…………………….**	**M/s _________________________________** _________________________________ _________________________________ _________________________________

****PLEASE MAKE ALL ENTRIES IN CAPITAL LETTERS.****

(IN TRIPLICATE)

Dr.Harisingh Gour Vishwavidyalaya, Sagar (M.P.)

REQUISITION FORM FOR IMPORTED ITEMS THROUGH IMPORT SECTION.

Appendix –III

DEPARTMENT_______________________ REQUISITION NO______________ Date__________________

INDENTOR'S NAME ________________________ PF NO._________________TEL NO______________

SOURCE OF FUND: ----------------------------------- NAME OF DEPT__________________ budget.des___________

PROJECT NO_________________ budget des__________

MODE OF SHIPMENT____________ Consumable _________________________________ Non Consumable________________________________

L T A _

PARTICULARS OF GOODS REQUESTED FOR IMPORT:

Sl. No.	PARTICULARS/DESCRIPTION OF THE ITEMS AS GIVEN IN QUOTATION /INVOICE OF THE SUPPLIER (USE CAPITAL LETTERS) QUOTATION NO…………………………… DATE…………………………………………………… …………….	Qty	COUNTRY OF IMPORT	VALUE IN FOREIGN CURRENCY	VALUE IN INDIAN RS.
1.					
2.					
3.					
4.					
5.					

TOTAL FOB VALUE =
TOTAL CIF/ C& F VALUE =
DISCOUNT IF ANY =
FREIGHT =
INSURANCE =
OTHER DETAILS / CHARGES IF ANY =______________
Total

SUPPLIER'S ADDRESS
(IN CAPITAL LETTERS)
____
____
____

LOCAL AGENT'S FULL ADDRESS
(IN CAPITAL LETTERS)
____
____
____

INDENTOR / HOD / PROJECT INT.

FORWARDED BY

DORD

APPROVED BY

VICE-CHANCELLOR
(Signature with date of approval)

Enclosures :-

1. **Proforma invoice (three copies)valid for 60 days**
2. **List of goods (6 copies)**
3. **end use certificate, NMLC, Proprietary Certificate**
4. **Check list duly**

Dr.Harisingh Gour Vishwavidyalaya, Sagar (M.P.)

STORE & PURCHASE SECTION

SUPPLIER REGISTRATION FORM

Appendix -IV

Firm's Name :_______________________________

Owner's Name :_______________________________

Full Postal Address :1._______________________________

____________PIN______________

2._______________________________

____________PIN______________

E-mail address :_______________________________

Website address :_______________________________

Contact Person's Name :_______________________________

Contact No. : Phone No.:_______ Mobile No.______

: Fax No.________ City_____ State ____

GST Registration No. :._______________________________
(Enclosed Copy)

PAN :_______________________________
(Enclosed Copy)

Shop Act Registration No. :_______________________________
(Enclosed Copy)

Excise Registration No. :_______________________________
(Enclosed Copy)

Current Bank Account No. :__________________________
(Statement of last twelve months should be enclosed)

Manufacturer or supplier :____________________________
(In case of supplier please enclose authorization of your Principal)
List of the organizations to whom the materials have been supplied

Items(s) name you want to supply : Major category

Computer Furniture Chemical Glassware Electronic Liveries Medicines
Scientific Equipment, Stationery etc___________________________

SIGNATURE WITH SEAL

Note : supplier must print GST Registration No. on their Letter Head / Bill / Quotations

Dr.Harisingh Gour Vishwavidyalaya, Sagar (M.P.)

STORE & PURCHASE SECTION
RENEWAL REGISTRATION FORM

Appendix -V

Firm's Name :________________________________
Owner's Name :________________________________
Full Postal Address :1.______________________________
________________PIN_____________
E-mail address :________________________________
Website address :________________________________

Contact Person's Name :________________________________

Contact No. : Phone No.:_______ Mobile No.______

: Fax No.________City_____State ____

GST Registration No. :________________________________
(Enclosed Copy)

PAN :_______________________________
(Enclosed Copy)

Shop Act Registration No. :________________________________
(Enclosed Copy)

Current Bank Account No. :________________________________

Manufacturer or supplier :________________________________
(In case of supplier please enclose authorization of your Principal)
List of the organizations to whom the materials have been supplied
Items(s) name you want to supply : Major category
Computer Furniture Chemical Glassware Electronic Liveries Medicines
Scientific Equipment, Stationery etc_____________________________

SIGNATURE WITH SEAL

Note : supplier must print GST Registration No. on their Letter Head / Bill / Quotations

Dr.Harisingh Gour Vishwavidyalaya, Sagar (M.P.)

PROPRIETARY CERTIFICATE FORM

Appendix-VI

I hereby certify to the best of my knowledge and belief that the stores indented for are of proprietary dealers being M/s………………………………………………………………

……

……

And the requirement of the department will not be met by any substitute stores due to the following reasons :

1…………………………………………………………………

2…………………………………………………………………

This is against purchase indent No………………………………..

Dated……………………………………………………………..

INDENTER SIGNATURE

Head of the Department Signatures
With Office seal

Date :

Appendix-VII

Certificate for claiming Central Excise Duty Exemption as per notification No.10/97-CE dated 01.03.1997

Date:

The Dr. Harisingh Gour Vishwavidyalaya, Sagar(M.P.) is exempted from payment of Central Excise Duty in terms of Notification No. ……………………………………………..and valid from …………… to…………., issued by the ………………………………

01.	Name of the Institution (Issuing Organization)	Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.)
02.	Registration with Dept. of Scientific & Industrial Research.(Govt.of India)	
03.	Name of the Manufacturer to whom the certificate is issued	
04	Quotation No. or Invoice No. and date of the Manufacturer	
05.	University's Purchase Order No. & Date	
06.	Brief description of the items /Goods	
07.	Value of items on which Central Excise Duty exemption is being claimed	
08.	Amount of Central Excise Duty exemption claimed	

Certified that the purchase of the above goods for which full Central Excise Duty Exemption is claimed is required for research purpose only by this University and this University is not engaged in any commercial activity. Also certified that the university is registered with the ………………………………

Registrar

Appendix-VIII

ESSENTIALITY CERTIFICATE FOR CLAIMING CUSTOMS DUTY EXEMPTION IN RESPECT OF GOODS IMPORTED BY PUBLIC FUNDED RESEARCH INSTITUTION FOR RESEARCH PURPOSE ONLY IN ACCORDANCE WITH THE GOVERNMENT OF NOTIFICATION.51/96-Cus. Dt.23.7.1996

The Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.) is exempted from payment of Central Excise Duty in terms of Notification No …………….. and valid from …………….. to ………., issued by the Ministry of ……………………..

01	Name of the Institution (Issuing Organization)	Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.)
02	Registration with	
03.	Name of the foreign manufacturer / supplier	
04.	a) Quotation No. or Invoice No. and date of the foreign manufacturer / supplier b) Invoice Amount c) Airway Bill No. and date	
05.	University's Purchase Order No. Date	
06.	Brief description of the items/ goods	
07.	Amount of Customs Duty payable after claiming the exemption to the extent Available.	

Certified that the purchase of the above goods for which full Central Excise Duty Exemption is claimed is required for research purpose only by this University and this University is not engaged in any commercial activity. Also certified that the university is registered with the ………………………………………………………….

Registrar

PERFORMANCE BANK GUARANTEE

1 WHEREAS M/s ………………, having its registered office at ……………………………………. hereinafter called the Distributor in India for ………………………………., herein after called "The supplier" for the supply of ………, in consideration of the Dr.Harisingh Gour Vishwavidyalaya, Sagar (M.P.) India (hereinafter called "DHSGV") P.O.No DHSGV/……….dated……….. placed an order for the due fulfillment by the said supplier of the terms and conditions in the purchase order, on production of a Bank Guarantee for Rs……….(Rupees …………….only). We ……….. Bank, (herein after referred to as "the Bank") at the request of supplier do hereby undertake to pay to the DHSGV an amount not exceeding to Rs………… (Rupees……………………….. only).

2 We …………Bank do hereby undertake to pay DHSGV, the amounts due and payable under this guarantee without any demur, merely on a demand from DHSGV stating that the amount claimed is required to meet the recoveries due or likely to be due from the said supplier. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under the guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs………. (Rupees ………………… only)

3 We undertake to pay to the DHSGV any money so demanded notwithstanding any dispute or disputes raised by the supplier in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid and discharge of our liability for payment there under and the Supplier shall have no claim against us for making such payment.

4 We the …………Bank further agree that the guarantee herein contained shall remain in full force and affect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the DHSGV under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Registrar on behalf of the DHSGV certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said …………and accordingly discharges this guarantee.

5 We, the ………….. Bank further agree that the DHSGV shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said Purchase Order or to extend the time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the DHSGV against the said supplier and to forbear or enforce any of the Terms and Conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier or for any forbearance act or omission on the part of the DHSGV or any indulgence by the DHSGV to the said supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6 This guarantee will not be discharged due to change in the constitution of the bank or the supplier.

7 We, the ………….. Bank lastly undertakes not to revoke this guarantee except with the previous consent of the DHSGV in writing.

8 This guarantee shall be valid up to …………………… unless extended on demand by DHSGV Not withstanding anything mentioned above, our liability against this guarantee is restricted to Rs………/- (Rupees ……………… only). Not with standing anything contained

herein

a Our liability under this bank guarantee shall not exceed Rs………../- (Rupees ……………………….. only)

b Bank guarantee shall be valid up to ……………………...

c We are liable to pay the guaranteed amount or part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before …………………...

Dated:

Signature & Seal of the Bank

Note: The above format contains specific clauses and expressions. These clauses and expressions can vary depending upon the nature / type of agreement and situation. Basic aspect to be kept in mind is that interest of DHSGV is fully protected.

Appendix–X

Proforma of Agreement

to be entered into with foreign manufacturer / supplier for purchases directly made from the foreign manufacturer / supplier

Contract for supply of*……………………………………...
Vide Quotation Ref:
An agreement made on this ……… day of ……………… between the Dr.Harisingh Gour Vishwavidyalaya, Sagar (M.P.) India (hereinafter called the “DHSGV”) and M/s. ……………………………… hereinafter called the “foreign manufacturer/ supplier”), which expression shall, wherever the context so admits or implies include the representatives, executives, administrators, successors or assigns of the ONE part, and the University’s Authorised Officers, successors or assigns of the OTHER part.

WHEREAS the University is desirous of purchasing and installing * ………………
at the premises of the University as per the technical specifications mentioned in the P.O. No……………………….. Date ………………… for the sum of ……………... (FOB price) subject to the conditions herein set forth.

Now these present witness and the parties hereto hereby agreed as follows:

1 That the supply would be made against a consideration of the sum of ***……………… to be paid by the University to the foreign manufacturer / supplier through****………………….. Freight, insurance, handling and documentation as per the terms agreed upon in the Purchase Order. The foreign manufacturer / supplier shall execute the supply of equipment and complete the Purchase Order in a thorough and workmanlike manner …………………………… …………

* Name of the machinery / instrument / parts / appliances / things.
** Name of the School / Department *** FOB price
**** Mention the mode of payment, such as LOC, Demand Draft, and Telegraphic (Wire) Transfer. Also make a mention (as pr the situation) whether 90% would be released on proof of payment and balance 10% on actual delivery / installation / commissioning.

2 The foreign manufacturer / supplier is required to submit a bank guarantee bond of `…………to be retained by the University and which can be released by the University after the warranty period of ……year(s) is over. If the supplier does not provide a bank guarantee, then 10% of FOB cost would be retained by the University till the warranty of …..year(s) is over.

3 That the foreign manufacturer / supplier shall be responsible for the adequacy, strength and accuracy of all the system (machinery, equipment, parts, appliances and things) supplied by the foreign manufacturer/ supplier for the purpose of the contract, as per the specifications claimed by the foreign manufacturer / supplier in their published catalogue / quotation

4 That the foreign manufacturer / supplier shall arrange to deliver the whole of the machinery / equipment / parts / appliances / things as specified in the said specifications / quotation / purchase order, to the nearest port and the University shall make arrangements for taking delivery, clearance, transport and placing of all the equipment etc. so received at the site of installation.

5 That the University shall obtain pre-installation requirements from the foreign manufacturer / supplier and complete all necessary requirements at its own cost before the commencement of installation by the foreign manufacturer /supplier

6 That the foreign manufacturer / supplier shall send a factory-trained engineer to install the machinery / equipment free of charge at a mutually convenient time after confirmation of safe arrival of the equipment at the University premises. The foreign manufacturer / supplier shall bear the travel, living and other cost of the engineer / labour.

7 That on installation, the site engineer shall arrange with the University to have a test run of the machinery / equipment / part as per the specifications given in the published catalogue / date sheet / quotation.

8 That after the installation and satisfactory testing of the System (machinery / equipment / parts etc.) the University shall, if satisfied with the performance of the system as expected from the specifications, shall grant and deliver a certificate in duplicate that the machinery / equipment is in working order to the satisfaction and that the same is in conformity with the specifications. One of the duplicate certificates shall be given to the supplier. Such delivery and handing over shall amount to and be considered as handing over and the delivery to the University within the meaning of this contract.

9 That during a period of twelve months from the date of installation and handing over the system (machinery, equipment, part etc.) to the University or fifteen months from the date of shipment whichever is earlier, if there shall be found any defect in the system either due to faulty workmanship or due to bad materials, the same shall be rectified or replaced by the foreign manufacturer / supplier s at their own cost.

10 That the foreign manufacturers shall pay the University 1% of the total cost of the system per week of delay in delivering the System and in no case shall exceed 5% of the total cost. Liquidated Damages will not be applicable where the cause of delay is not attributable to the foreign manufacturer / supplier.

11 That any dispute arising out of this contract shall be referred to the University, and if either of the parties hereto is dissatisfied with the decision, the dispute shall be referred to the decision of the Arbitrator, who should be acceptable to both the parties, to be appointed by the Vice- Chancellor of the University. The decision of such Arbitrator shall be final and binding on both the parties

12 All disputes are to be settled within the jurisdiction of Sagar (M.P.) courts.

In witness whereof the parties have here to set their hands this day and this year above written.

In the presence of
1
2

Signed on behalf of the Manufacturers

In the presence of:
1

Registrar
Dr. Harisingh Gour Vishwavidyalaya, Sagar(M.P.)

Appendix–XI

Proforma of Agreement

to be entered into with Indian Representative of foreign manufacturer / supplier for purchases made through Indian Representative

Contract for supply of *……………………………………….

By ………………………………………………………………

Vide Quotation Ref: ………………………Date………………

An agreement made on this ………. day of ……………. between the Dr.Harisingh Gour Vishwavidyalaya, Sagar (M.P.) , India (hereinafter called the "University") and M/s. …………………..(hereinafter called the "Representatives") representing their principals……………….. (hereinafter called the "foreign manufacturers" or "foreign supplier" as the case may be), which expression shall, over the context so admits or implies include the representatives, executives, administrators, successors or assigns of the ONE part, and the University's Authorized Officers, successors or assigns of the OTHER part.

WHEREAS the University is desirous of purchasing and installing** ………………….. at the premises of the University as per the technical specifications mentioned in the data sheet enclosed to the Purchase Order No…………………………………, Date ………………. for the sum of ……………….. (FOB price) subject to the conditions herein set forth.

Now these present witness and the parties hereto hereby agree as follows:

1 That the supply would be made against a consideration of the sum of `………………….. to be paid by the University to the foreign manufacturers supplier, through***…………………….. Freight, insurance, packing, handling and documentation as per the terms agreed in the Purchase Order. The supplier shall execute and complete the Purchase Order in a thorough and workman like manner.

---

* Name of the instrument or equipment or part or article or goods.

** FOB price

*** Mention the mode of payment such as LoC, Demand Draft, and Telegraphic (Wire) Transfer.

Also make a mention (as per the situation) whether 90% would be released on proof of shipment and balance 10% on satisfactory installation and acceptance.

2 The representative is required to submit a bank guarantee bond of `…………to be retained by the University and which can be released by the University after the warranty period of ……years is over. If the representative does not provide a bank guarantee, then 10% of FOB price would be retained by the University till the warranty period of …..Year (s) is over.

3 That the Representatives shall be responsible for the adequacy, strength and accuracy of all the Systems (machinery, equipment, parts, appliances and things) supplied by the foreign manufacturer / supplier for the purpose of the contract, as per the specifications claimed by the foreign manufacturer / supplier in their published catalogues / quotation.

4 The representative shall arrange to deliver the whole of the machinery / equipment / parts / appliances / things as specified in the said specifications / quotation / purchase order, to the nearest port (viz …………****) and the University shall make arrangements for taking delivery, clearance, transport and placing of all the equipment so received at the site of installation.

5 The University shall obtain pre-installation requirement from the foreign manufacturer / supplier and its Indian representative and complete all necessary requirements at its own cost before commencement of the installer by the supplier.

6 That the Indian representative shall send a factory-trained engineer to install the equipment free of charge at a mutually convenient time after confirmation of safe arrival of the

equipment at the University premises. The Indian representative shall bear the travel, living and other cost of the Engineers / Labour...

7 That the representatives shall be responsible for and shall pay all expenses of every kind of injury etc. caused by any accident to all persons employed by him or on his behalf during the course of installation and commissioning of the system supplied by the principal.

8 That on installation, the representative shall arrange with the University to have test run of the machinery / equipment /part as per the specifications given in the published catalogue / data sheet / quotation.

9 That after the installation and satisfactory testing of the System (machinery, equipment, parts etc.) the University, if satisfied with the performance of the system as expected from the specifications shall grant and deliver a certificate in duplicate that the equipment is in working order to the satisfaction and that the same is in conformity with the specifications. One of the duplicate certificates shall be given to the supplier. Such deliver and handing over shall amount to and be considered as handing over and the delivery to the University within the meaning of this contract

10 That during a period of twelve months from the date of installation and handing over the system to the University or fifteen months from the date of shipment whichever is earlier, if there shall be found any defect in the system either due to faulty workmanship or due to bad materials, the same shall be rectified or replaced by the foreign manufacturer/ supplier through their representatives at their own cost.

11 No agency commission will be payable to the Indian representative

12 That the foreign manufacturer / supplier or his Indian representative shall pay to the University @ 1% of the total cost of the system per week of delay in delivery of the system which in no case shall exceed 5% of the total cost. Liquidated Damages will not be applicable where the cause of delay is not attributable to the foreign manufacturer / supplier / representative

13 That any dispute arising out of this contract shall be referred to the University, and if either of the parties hereto is dissatisfied with the decision, the dispute shall be referred to the decision of an Arbitrator, who should be acceptable to both the parties, to be appointed by the Vice-chancellor of the University. The decision of such Arbitrator shall be final and binding on both the parties.

14 All disputes are to be settled within the jurisdiction of Sagar (M.P.) courts

In witness whereof the parties have here to set their hands day and year above written

In the presence of

1.

2.

Signed on behalf of the representatives iIn the presence of

1.

2.

Signed on behalf of the University

……………………………………………………………

**** Mention name of the sea port or air port

Appendix–XII

PAYMENT OF GST
DECLERATIONS TO BE OBTAINED FROM THE SERVICE PROVIDER

Note: Whenever and wherever it is found that any Service Provider has included the element then a declaration containing under mentioned clauses (i) may be included in the service separately be obtained from him or (iii) may be included as a distinct item in the 'terms & conc submitted by the Service Provider to University) is required to be enclosed to each bill raised t submitted to F&A for payment.

Clauses of declaration

1 Certified that we are not covered by general exemption(s) contained in any of GST Notifications.

2 Certified that we are registered with the GST Department as a Service Provider and our GST Registration No. is ……………………..

3 Certified that we are filing our GST returns with ……………………….

Signature of the Service Provider

Appendix–XIII

Check-list for procurement contracts (purchases, works, and services).

(Drafted duly taking guidance from Central Vigilance Commission Circular No.21105/06 Date 01.05.2006)

I **Pre-Award Stage:**

1 Financial and Technical sanction of competent authority should be available

2 a Adequate and wide publicity is given

b Advertisement and tender documents are posted on University website and tender documents are made available for downloading by making a specific mention in the Notice itself (precautions and conditions governing the down loading are required to be highlighted in the Notice itself).

c However, if on account of any specific and valid reason down loading is not considered allowable, then specific mention about such a prohibition is required to be made in the Notice itself.

3 Convenient and sufficient tender or quotation receiving / opening time is given and address of the tender receiving officials / tender box location are properly notified

4 In the case of limited tender, panel of contractors / suppliers is prepared In a transparent manner clearly publishing the eligibility criteria. The panel is updated regularly

5 Pre-qualification criteria are properly defined / notified

6 It is to be ensured that the short listed firms / consultants fulfill the eligibility criteria during valuation. There is no deviation from notified criteria

7 Experience and past performance certificates submitted by the contractors / suppliers are required to be verified

8 Representatives of the bidders may be invited and allowed while opening the quotations /Tenders / bids (preferably where contract value or purchase value exceeds Rs.10 Lakh) (pl. refer Para 4.1)

9 Corrections / omissions/ additions etc, in price bid are property numbered and attested and accounted page –wise. Tender summary note, tender opening register is scrupulously maintained,

10 Conditions having financial implications are not altered after opening of the price bids.

11 In case of consultancy contracts (a) upper ceiling limit is fixed for Consultancy fee and (b) separate rates for repetitive works are fixed

12 Liquidated damage clause is included in the purchase order, more particularly when escalation has been agreed upon by MANUU

II **Post-award stage:**

A General

1 It is required to be ensured that Agreement is in complete shape with all relevant papers such as Pre-bid conference minutes, etc.

2 Agreement with page-numbers, signed and sealed properly

3 .Bank Guarantee is verified from issuing bank.

4 Insurance policies, labor license, performance guarantee are obtained as per contract and requirement.

5 It is required to be ensured that technical personnel are deployed as per contract / agreement.

6 Plant and equipment are supplied / deployed as per purchase order / contract.
7 Action for Levy of liquidated damages is initiated in case of delay / default.

B **Payments to contractors / suppliers**

1 Price escalation, if any, is paid only as per contract / purchase order / agreement
2 Retention Money / Security Deposit is deducted as per contract
3 Recovery of any type of advance (such as advance payment, mobilization advance and equipment advance etc.) is made as per the provisions in the work order / purchase order / contract
4 Recovery of taxes such as Income-Tax, Works Contract Tax, VAT, SERVICE TAX etc., is made as per the prescribed rates and as provided in the work order / contract
5 Glaring deviations are supported with adequate justification and are not advantageous to the contractor / supplier.
6 Declarations (as prescribed in Annexure 9 and 10 are obtained wherever Service Tax and VAT have been claimed in the bills

C **Site Record**

1 Proper system of recording and compliance of the instructions issued to the contractors / suppliers is maintained.
2 Proper record of hindrances is maintained for the purpose of timely removal of the hindrance and action for levy of liquidated damages
3 Mandatory tests are carried out as per the frequency prescribed in the agreement.

Movement of the Files

S.No.	Nature of Purchase/ Payment	**Movement of Files**
1.	**Purchase under GFR-154 (up to Rs. 25000)**	For Purchase of goods from HOD/ Dean/ *Director /Section* Head/PIs of projects with record of budget head and balance amount **To** **Director (R&D) for research projects** **Finance Section, in other cases** for recording of Budget provision & entry of proposed expenditure & Sanction **To** **Registrar for approval** **To** **Internal Audit Cell** for checking the stock entry of the items and procedure of purchase & passing the payment **To** **Finance Section** for payment **Note: 1.The purchase should be within the allocated budget of the Department/ Section** **2. Files related to the payment which are not covered under allocated budget and the special issues will first move to the Registrar/ Vice –Chancellor for approval and after that the file will move as the process mentioned above**
2.	**Purchase under GFR-155 (up to Rs.250000)**	For purchase of goods from HOD/ Dean/ *Director /Section* Head/ PIs of projects with proposed purchase committee **To** **The Registrar/ Dean/ Director** For approval of Purchase Committee as well as the proposed purchase **To** **Director, R&D (for research projects)** **Finance Section (other cases)** for recording of Budget provision & entry of proposed expenditure **To** **Concerning Department/ Section** For Purchase after approval **To** **Internal Audit Cell** For checking the stock entry of the item and procedure of purchase & passing bill for payment

		To **Finance Section** For payment **Note: 1. The purchase should be within the allocated budget of the Department/ Section** **Files related to the payment which are not covered under allocated budget and the special issues will first move to the Registrar/ Vice –Chancellor for approval and after that the file will move as the process mentioned above**
3.	**Purchase (above Rs.250000)**	For purchase of goods from HOD/ Dean/ *Director /Section* Head of purchase proposal with proposed purchase committee **To** **Director, R&D (research projects)** **Finance Section (other cases)** For recording of Budget provision & entry of proposed expenditure **To** **The Registrar/ The Vice- Chancellor(as per the financial powers)** For approval of Purchase proposal **To** **Store & Purchase Department** For information to concerning department & completion of purchase process and supply of goods/ items to concerning department and process for payment **To** **Internal Audit Cell** For checking the stock entry of the item and procedure of purchase & passing the bills for payment **To** **Finance Section** **Note: 1. The purchase should be within the allocated budget of the Department/ Section** **2. Files related to the payment which are not covered under allocated budget and the special issues will first move to the Registrar/ Vice –Chancellor for approval and after that the file will move as the process mentioned above**
4.	**Other Files**	
i.	**GPF Advance/ Telephone bills/ Light bills**	Applications will be received in Finance section **To** **Registrar/ Vice Chancellor** for approval of payment **To** **Internal Audit Cell** For checking the procedure of payment & passing the bills for payment

		To **Finance Section** For payment **Note: Files related to the payment which are not covered under allocated budget and the special issues will first move to the Registrar/ Vice –Chancellor for approval and after that the file will move as the process mentioned above**
ii.	**Final payment of GPF & other Retirement benefits/Children Education Allowance/ LTC/ Medical Reimbursement**	Applications will be received in concerning Department/ Section and after processing from Department/ Section, the files will move **To** **The Registrar/ Vice- Chancellor for administrative approval** as per the financial powers **To** **Internal Audit Cell** For checking the procedure of payment & passing the bills for payment **To** **Finance Section** For payment **Note : Files related to the payment which are not covered under allocated budget and the special issues will first move to the Registrar/ Vice –Chancellor for approval and after that the file will move as the process mentioned above**
iii.	**Scholarship**	Applications will be received in the Scholarship Section/ R & D/ DOSA Office and after processing from the concerned office, the files will move **To** **Registrar/ Vice Chancellor** for approval **To** **Internal Audit Cell** For checking the claim & passing the bills for payment **To** **Finance Section** For payment **Note: Files related to the payment which are not covered under allocated budget and the special issues will first move to the Registrar/ Vice –Chancellor for approval and after that the file will move as the process mentioned above**
iv.	**Examination**	Bills related to Examination Section will be received in the office of the COE **To** **Finance Section** For recording of expenditure as per budget **To** **Internal Audit Cell** For checking the claim / bills & passing the bills for payment **To** **Registrar/ Vice- Chancellor**

		for approval as per the financial powers **To** **Finance Section** For payment **Note: Files related to the payment which are not covered under allocated budget and the special issues will first move to the Registrar/ Vice –Chancellor for approval and after that the file will move as the process mentioned above**
v.	**Construction / Repair & Maintenance**	Bills related to Construction/ Repair & Maintenance will be received in the UE Office and after processing from the UE Office the files will be moved **To** **Finance Section** For recording of expenditure as per budget **To** **Registrar/ Vice- Chancellor** for approval as per the financial powers **To** **Internal Audit Cell** For checking the payment & passing the bills for payment **To** **Finance Section** For payment **Note: Files related to the payment which are not covered under allocated budget and the special issues will first move to the Registrar/ Vice –Chancellor for approval and after that the file will move as the process mentioned above**
vi.	**Files related to TA/DA**	**From concerned Department, the employee will move the file with the approval of Journey by Head/ Dean/ Section Head** **To** **Registrar/ Vice- Chancellor** **for approval as per the financial powers** **To** **Internal Audit Cell** For checking the claim & passing the bills for payment **To** **Finance Section** **For payment** **Note: Files related to the payment which are not covered under allocated budget and the special issues will first move to the Registrar/ Vice –Chancellor for approval and after that the file will move as the process mentioned above**

vii.	**Files related to Salary/ arrears of salary/ Remuneration / Honorarium**	**From Account Section** After receiving pay data from different departments and calculation of arrears from concerning section **To** **Registrar and Vice- Chancellor** For approval of payment **To** **Internal Audit Cell** For checking the payment & passing the bills for payment **To** **Finance Section** **For payment** **Note: Files related to the payment which are not covered under allocated budget and the special issues will first move to the Registrar/ Vice –Chancellor for approval and after that the file will move as the process mentioned above**
viii.	**Files related to adjustment of advance**	From concerned employee with the due forwarding of Head/ Dean or Section In-charge **To** **Account Section** For processing of the file **To** **Internal Audit Cell** For checking the expenditure & passing the bills for adjustment/ payment **To** **Finance Section** For adjustment & payment **Note : Files related to the special issues will first move to the Registrar/ Vice –Chancellor for approval and after that the file will move as the process mentioned above**
ix	**TA of Expert/ Member of Council/ Committee/ Examiner**	From Concerned Department by Head/ Dean/ Section Head/ COE TO Internal Audit (for pre audit) For checking the claim & passing the bills TO Registrar/ Vice Chancellor for approval as per financial powers To Finance Section for Payment Note: 1. Approval of journey should be attached 3. Approval for journey by other than Air India

Doctor HarisinghGour Vishwavidyalaya, Sagar (M.P.) 470 003
(A Central University)
(Established under The Central Universities Act 2009

Phone No 07582 265808,
FAX No.07582 265228

Appendix XV

TENDER NO:DHSGSU/Dept. /SP/year/Number Date:

NOTICE INVITING TENDER FOR PURCHASE OF FURNITURE/EQUIPMENT/ SERVICE

TABLE OF CONTENTS

S.NO.	DESCRIPTION	PAGE NO.
01	ABOUT THE VISHWAVIDYALAYA	
02	BRIEF OF TENDER	
03	CRITICAL DATES OF TENDER	
04	PROCEDURE FOR SUBMITTING BIDS	
05	TECHNICAL QUALIFICATION CRITERIA	
06	TECHNICAL BID	
07	PRICE BID	
08	ANNEXURE – I (TECHNICAL SPECIFICATION)	
09	ANNEXURE – II (GENERAL TERMS AND CONDITIONS)	
10	ANNEXURE – III (UNDERTAKING)	
11	ANNEXURE – IV (NO NEAR RELATIVE CERTIFICATE/ DECLARATION)	
12	ANNEXURE – V (PROFORMA OF BANK GUARANTEE FOR BID SECURITY)	
13	ANNEXURE –VI (PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY)	
14	ANNEXURE –VII (DRAFT AGREEMENT FORMAT)	
15	ANNEXURE – VIII (BIDDER’S WARRANTY)	
16	ANNEXURE – IX (INSTRUCTIONS FOR ONLINE BID SUBMISSION)	
17	ANNEXURE – X (EXEMPTION/ RELAXATION CLAIM FORM)	
18	ANNEXURE - XI (SIMILAR WORK CERTIFICATE/DECLARATION)	

ABOUT THE VISHWAVIDYALAYA: Doctor HarisinghGour Vishwavidyalaya Sagar (A Central University), formerly University of Saugor, was established on 18th July 1946 by Dr. Sir Hari Singh Gour (founder VC) by his lifetime saving. The University is situated 5 Km. east of Sagar city and its campus covers an area of 1312.89 acres over Pathatiya Hills connected to the Vindhya Range, surrounded by lush green forest (about 100 acres) within its campus and has effectively contributed to the maintenance and preservation of ecosystem and its biodiversity. It is one of the finest picturesque campuses in India. The NAAC appointed by UGC has awarded 'A' Grade re-accreditation to this University. This University is declared as a Central University w.e.f. 15th Jan 2009. The University is developing in a congenial peaceful disciplined and enthusiastic atmosphere.

BRIEF OF TENDER:

Work Description	Quantity	Cost of Tender Document	Estimated cost of Equipment in Rs.	EMD in Rs.
TENDER FOR PURCHASE OF ----------------------------------		Nil		

The Tender Document can be downloaded from website of the Vishwavidyalaya http://www.dhsgsu.ac.in and CPPP site http://eprocure.gov.in/eprocure/app.

Tenders are invited under two-bid system, through **online mode only,** from established, reputed and experienced manufacturers or their authorized representatives, agents/ distributors/wholesalers on behalf of Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.), for **TENDER FOR PURCHASE OF ---**

Tender should be submitted on or before stipulated date as mentioned in the tender document through **online mode only.** Manual bids shall not be accepted.

Registrar,
Dr. Harisingh Gour Vishwavidyalaya, Sagar(M.P.)

CRITICAL DATES OF TENDER:

S. No.	Particulars	Date	Time
01	Date & Time of Online Publication/Download of Tender		
02	Date & Time pf Pre- bid Meeting		
03	Bid Submission Start Date & Time		
04	Bid Submission End Date & Time		
05	Date & Time of EMD submission in original to the Vishwavidyalaya		
07	Technical Bid Opening Date		

1. The bidder must read the prescribed terms & conditions and accept the same to proceed further to submit the bids.

2. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as asked/required, otherwise, the bid will be rejected.

3. Submission of tender document confirms that bidder has unconditionally accepted all terms and conditions stipulated in the tender document.

4. The bidder has to submit the tender document well in advance before the prescribed time to avoid any delay or problem during the submission process.

5. In case the date of opening of tenders declared is a holiday or off day, the tenders shall be opened on the next working day at given time.

Registrar,
Dr.HarisinghGour Vishwavidyalaya, Sagar (M.P.)

1) PROCEDURE FOR SUBMITTING BIDS

i) Bids shall be submitted online only at CPPP website: http://eprocure.gov.in/eprocure/app. Tenderers are advised to follow the instructions **"Instructions for Online Bid Submission" provided in Annexure- IX** for online submission of bids.

ii) Tenders will have to be submitted in TWO PARTS i.e. (a) Technical Bid and (b) Financial Bid through **ONLINE** mode only.

iii) EMD in original should be sent to the address as mentioned below in an envelope, duly super scribed as EMD along with Tender No.:

TENDER FOR SUPPLY & INSTALLATION OF EQUIPMENT

EMD

TENDER NO. **Dated:-**

To

The Head,

Department of --------------------------------

Dr.Harisingh Gour Vishwavidyalaya Sagar

(A Central University)

Sagar- 470003

Madhya Pradesh

From:- M/s.......................

Contact No:......................

E-mail ID:.........................

2) TECHNICAL QUALIFICATION CRITERIA

i) The average annual turnover of the tenderer during the last three financial years **(FY -------------------------------)** should not be less than estimated cost of the equipment. Audited statement showing turnover should be attached.

ii) The bidder must have successfully completed **01 similar work** having contract value equal to 80% or more of estimated cost during last three years. The completion certificates of such order(s) are required to be submitted.

iii) Earnest Money Deposit (EMD) should be submitted in form of Demand Draft/FDR or PBG in favour of the Registrar, Dr Harisingh Gour Vishwavidyalaya Sagar. **EMD should be sent by Speed/ Registered post only**. EMD of unsuccessful bidders will be refunded after finalisation of the tender. No interest shall be payable on EMD. EMD may be deposited through NEFT/RTGS to following detail (UTR No. Should be submitted in hard copy):

Name: The Registrar, Dr. Harisingh Gour Vishwavidyalaya, Sagar
Name of Bank: State Bank of India
Account No.: 10186725260
IFCS code: SBIN0001143
Branch: University Campus Sagar (M.P.)

iv) The firm must submit an Undertaking on its letter head that they have not been blacklisted by any State Government/Central Govt./PSU Department/ Other Organization; not convicted by court of law; accepted all terms and conditions of the tender document.

v) No Near Relative Certificate/ Declaration should be submitted as given in Annexure – IV.

vi) Copy of authorization Letter should be uploaded.

vii) Bidder's Warranty should be uploaded (Annexure – VIII)

viii) Exemption/ Relaxation Claim (Annexure – X) along with requisite documents.

ix) Technical Specification sheet as per Annexure I.

3) TECHNICAL BID

The Technical bid should be submitted online having following documents in PDF format:

i) Signed and scanned copy of average annual turnover.

ii) Signed and scanned copy of successfully completed similar work certificate.

iii) Signed and scanned copy of EMD.

iv) Signed scanned copy of Undertaking Annexure- III.

v) Signed and scanned No Near Relative Certificate/ Declaration Annexure - IV.

vi) Signed and scanned copy of authorization letter to submit the bid.

vii) Signed and scanned copy of Bidder's Warranty Annexure – VIII.

viii) Signed and scanned copy of Exemption/ Relaxation Form (Annexure – X) along with requisite documents, if exemption/ relaxation claimed.

ix) Signed and scanned copy of Technical specification sheet (Annexure –I).

Bidders registered as MSEs will be allowed exemption in EMD, as per Rule 170 of GFR 2017 and relaxation in respect of prior turnover and prior experience up 50% shall be granted to bidders registered as Startups, as per Rule 173(1) of GFR 2017. Exemption and/ or relaxation can be claimed by submitting copy of certificate/ license/ any other document as per the rules/norms.

4) PRICE BID

i) The Price bid should be submitted online in downloaded format.

ii) The price bids of only those firms will be opened who are found technically qualified after evaluation technical bids, based on the documents & information submitted by the tenderer.

iii) The quoted rates should be inclusive of all taxes, loading, unloading, transportation and installation charges etc.

iv) Unit Price can be quoted in INR only.

v) The Vishwavidyalaya will provide DSIR certificate on demand to bidder.

ANNEXURE-I

TECHNICAL SPECIFICATIONS

Name of Equipment:

SN.O	Description	Specification	Offer made by Tenderer (Yes/No/ Better)
1			
2			
3	**Estimated cost**		
4	**Warranty**		

ANNEXURE– II

GENERAL TERMS AND CONDITIONS

1. **RATES:**

   i) Rates quoted should be in Indian Rupees (INR) on FOR destination at DR. HarisinghGour Vishwavidyalaya Sagar (M.P.) on **DOOR Delivery basis**, inclusive of all the charges including all taxes, packing, unpacking, loading, unloading, transportation and installation charges, insurance and commissioning etc.

   ii) The tendered rates shall remain valid and applicable during the whole execution period and the supplier shall not be entitled to any price variation or escalation **except for statutory changes**.

2. **VALIDITY:**

   i) The **quoted** rates must be valid for a minimum period of **120 days** which shall be reckoned from the date of opening for price bid.

   ii) If tenderer denies honouring any purchase order or withdraws his/her offer during the said validity period EMD or Performance Security Deposit shall stands forfeited.

3. **WARRANTY/GUARANTEE:**

   i) Suppliers must give the comprehensive warranty in writing that everything to be supplied by them hereunder shall be free from all defects and faults in material, workmanship and material shall be in full conformity with the specifications. The period of warranty shall not be less than period as mentioned in technical specification of the equipment from the date of successful installation.

   ii) The supplier shall confirm that the goods supplied are new, unused and of the most recently manufactured and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract.

   iii) The supplier shall further warrant that all goods supplied shall have no defect arising from design materials or workmanship or from any act or omissions of the supplier that may arise under normal use of the supplied goods in the conditions prevailing in the Vishwavidyalaya.

   iv) All charges about supply of spare parts, labour, travel, per diem and accommodation to supplier's staff, etc. shall be borne by the supplier during the period of warranty. The Vishwavidyalaya shall not pay any additional charges for services rendered during the warranty period.

4. CONTRACT:

i) The technically qualified tenderer who is awarded the order will have to give acceptance within 07 days on receipt of such communication. Further, an agreement having terms and conditions laid down in tender documents will require to be signed on prescribed format within 15 days of acceptance of such order.

ii) The agreement would be signed on a non-judicial stamp paper of Rs 1000/- and cost of which is to be borne by the qualified tenderer.

5. DEFECT LIABILITY CLAUSE:

i) In case of any loss, breakage / damage and manufacturing defects are detected in the supplied material; it shall be replaced / repaired by the manufacturer/supplier free of cost and without any charges whatsoever.

ii) The supplier will remain responsible for any defect arising out of defective or improper materials or workmanship in the work during period of **warranty** and they shall be bound to make good the same at their own cost or in case of failure to do so, the Vishwavidyalaya may cause the same to be made good by other alternative agency and deduct the expense from any sum that may be due and any time thereafter may become due to the supplier or from security deposit lying with the Vishwavidyalaya. The maximum downtime during warranty period should not be more than a week from the time the complaint is lodged.

6. DELIVERY& INSTALLATION:

i) Delivery, installation and commissioning of equipment at the Vishwavidyalaya will have to be completed within time period of 60 days from date of issue of purchase order.

ii) Suitable extension of time may be granted on reasonable ground.

7. FORCE MAJEURE:

i) "Force Majeure" shall mean any event beyond the reasonable control of the purchaser and/ or supplier notwithstanding the reasonable care of the party affected.

ii) If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances there of within fourteen (14) days after the occurrence of such event.

iii) Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not:

a) constitute a default or breach of the Contract

b) give rise to any claim for damages or additional cost or expense occasioned thereby

c) If and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

8. PERFORMANCE SECURITY DEPOSIT:

i) The successful tenderer (Supplier) will be required to furnish a performance security deposit equal to 10% value of purchase order.

ii) The Performance Security Deposit shall be in the form of Demand Draft/FDR/Bank Guarantee from any Nationalized Bank including SBI in favour of the Registrar, Dr. Harisingh Gour Vishwavidyalaya Sagar.

iii) It shall be submitted within 21 days from the date of communication of award.

iv) It shall remain valid up to 60 days beyond all contractual/ obligations including warranty.

9. TERMS OF PAYMENT:

i) 90% payment will be made on successful delivery of the equipment and balance 10% payment would be released after successful installation of equipment, training and submission of Performance Security deposit i.e. 10 % of the order value**.**

i) The Vishwavidyalaya shall be at liberty to withhold any of the payments in full or in part subject to recovery of taxes including TDS as applicable and recovery of penalty, if any.

ii) The payment mentioned in this point includes all types of payments due to the supplier arising on account of this contract.

iii) All payments shall be made by NEFT/RTGS/DBT only after fulfillment of a) and b) above. Supplier should provide bank account detail in the following format:

1	**Name of Bank**	
2	**Address of the Branch**	
3	**IFSC**	
4	**Bank Account No.**	
5	**Type of Account**	

10. PENALTY FOR DELAYED DELIVERY:

i) In the event of delayed delivery, Installation &Commissioning i.e. after the expiry of the period as mentioned in P.O., the bidder shall be liable for a penalty deduction at a rate 1% per week of delay to be computed on per day basis.

ii) The maximum levy of compensation shall be 5% of the contract value.

11. DISPUTE:

i) In case of any disputes, the decision of the Vice Chancellor of theVishwavidyalaya shall be final and binding on the Bidders.

ii) ARBITRATION

The Contract is based on mutual trust and confidence. Both the parties agree to carry out the assignment in good faith. If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the Vishwavidyalaya and the Bidder/ contractor in connection with or arising out of the Contract, whether during the contract period or completion and whether before or after the termination, abandonment or breach of the contract, shall be referred to and settled by sole arbitration appointed by the Vice Chancellor, Dr. Harisingh Gour Vishwavidyalaya Sagar (M.P.) who shall give written award of his decision to both the parties.

iii) All legal disputes shall be subjected to jurisdiction of Sagar (M.P.) court(s) only**.**

12. TRAINING:

Training by expert team/application scientist shall be provided by the supplying company on the specimen and operation of the equipment for adequate period after installation.

13. CLARIFICATION:

For any clarification with respect to technical specifications, please contact the Head, Department of ---- -------------------, Dr. Harisingh Gour Vishwavidyalaya Sagar (M.P.) on email id.: ----------------------------------

14. PARTIES:

The parties to the contract are the tendering firm and the Registrar, Dr. Harisingh Gour Vishwavidyalaya, Sagar M.P.

15. ADDRESSES:

For all purposes of the contract including arbitration there under, the address of the firm mentioned in the tender shall be final unless the firm notifies a change in address by a separate letter sent by speed post/ registered post with acknowledgement due. The firm shall be solely responsible for any omission/ error to notify change in address in aforesaid manner.

16. GENERAL INSTRUCTIONS:

i) Any other term/rule/clause not specifically mentioned here, GFR 2017 shall be referred.

ii) Not more than one tender shall be submitted by one tenderer or tenderers having relationship. Under no circumstances will father and son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/ director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable for rejection.

iii) Tenderer who has downloaded the tender document from the Vishwavidyalaya website and/or CPPP website shall not tamper/ modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/ modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with the Vishwavidyalaya.

iv) Intending tenderers are advised to visit the website www.dhsgsu.ac.in regularly till closing date of submission of the tender for any corrigendum/addendum/amendment which could be uploaded subsequently against this tender.

v) No unsolicited correspondence shall be entertained after submission of the offer.

vi) Tenders received through any other mode than online shall not be accepted.

vii) If the bidder is an authorized representative in India, they are required to inform their technical ability to take care of the problems in the system, if developed later within the warranty and outside the warranty period. The responsibility of the Indian agent must be clearly specified.

viii) If an order is placed with the firm, the purchase shall be governed by an agreement as per the University rules in force at the time.

ix) To safe guard the interests of the University, additional terms & conditions will be incorporated in the purchase order, if needed.

x) The Bidder(s) must be authorized business partners of Global/National service providers of the respective Software Packages.

xi) The Bidder(s) must enclose authorization letter from the respective global/ national service providers of the above said Software particularly mentioning an undertaking that in case of default by the Bidder, they (Global Service Provider) shall take over all the responsibilities of the Bidder.

xii) The Bidder(s) should not be involved in any Bankruptcy filing for protection from it.

xiii) The necessary service support should be provided by Bidder(s) during the agreement period.

xiv) The Quantity is tentative and the Vishwavidyalaya reserves the right to change the quantity as per its requirement at any stage.

xv) In case the tenderer withdraws, modifies or changes his/her offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof.

xvi) Conditional bids shall be summarily rejected.

xvii) The tenderer shall quote only one specific make / model, options shall not be quoted. Quoting of options and terms like better/ equivalent/latest/OEM etc. will lead to technical disqualification**.**

xviii) Quoted equipment should be complete in all aspects for its proper functioning including required accessories, computer, software and printing device.

xix) Changes/amendments/ addendum/corrigendum, if any, in the tender document shall be displayed on website of the University and CPP portal. No intimation shall be sent individually. Bidders are requested to keep on checking the website for any such changes.

xx) The Vice-Chancellor, Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.) reserves the right to accept or reject any bid or tender and / or withdraw the Purchase Order without assigning any reasons, whatsoever.

ANNEXURE- III

(To be submitted on letter head of the tenderer firm/organization)

UNDERTAKING

1. I/we also undertake that I/we have understood "Parameters and Technical Specifications" mentioned in Annexure-I of the Tender and will undertake the same accordingly.
2. I/we undertake that I/we have carefully studied all the terms and conditions as mentioned in the tender document and all terms and conditions are acceptable to me as a bidder.
3. I/we undertake that my firm/organisation--(name of firm/ organisation) has not been blacklisted/ debarred by Central Govt./ State Govt./ Any Govt. Organisation/ PSU.
4. I/we undertake that my firm/organisation--(name of firm/ organisation) has not been convicted by court of law.
5. I/We further undertake that the information given in this tender is true and correct in all respect and we hold the responsibility for the same.

Seal and signature of Tenderer along with official stamp

ANNEXURE- IV

NO NEAR-RELATIVE CERTIFICATE/ DECLARATION

(To be submitted by authorized signatory)

I ______________________________ son/daughter/wife of Shri ______________________________ _________ Authorised signatory of M/s______________________________ __ (Name and address of the bidder) is competent to sign this declaration and execute the tender document.

I ____________________ resident of ___________________ hereby certify that none of relatives of mine/proprietor/partners/directors is/are employed in the Dr. Harisingh Gour Vishwavidyalaya Sagar (M.P.). In case at any stage it is found that the information given by me is false/ incorrect the purchaser shall have the absolute right to take any action as deemed fit/without any prior information to me.

The Information/documents furnished, along with the tender document are true and authentic to the best of my knowledge and belief. I am well aware of the fact that furnishing of any false information/fabricated documents would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

(Signature of Authorized Signatory)
Full Name:
Address:
Seal:

Date:
Place:

ANNEXURE - V

PROFORMA OF BANK GUARANTEE FOR BID SECURITY

(to be stamped in accordance with relevant Act).

Ref: Bank Guarantee No. ……………………………

Registrar,
Dr.Harisingh Gour
Vishwavidyalaya, Sagar (M.P.)

Dear Sir,

In accordance with your NIT No. ………………………… dated ………………………...

M/s ………………………………………………………………… having its registered/ Head office at ……………………………………………………………… wish to participate in the said bid.

As an irrevocable Bank Guarantee against Bid Guarantee for an amount of ………………………………….. valid up to …………………………….., is required to be submitted by the bidder as a condition precedent for participation in the said bid, which amount is liable to be forfeited on the happening of any contingencies mentioned in the bid documents.

We, the ……………………………... Bank at …………………………... having our head office at ……………….……………………………. guarantee and undertake to pay immediately on demand by The Registrar, Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.) the amount* ………………………………………… (in figures and words) without any reservation, protest, demur and recourse. Any Such demand made by said owner shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder.

This guarantee shall be irrevocable and shall remain valid up to ………………………………... . 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 guarantee is issued.

In witness whereof the Bank, through its authorized officer has set its hand stamped on this ………………………

Day of …………………………………. (Year) at ………………………………………..

Witness

Signature …………………………………………..	Signature
Name ……………………………………………….	Name…………………………………………..
………………………………………	Designation ………………………………...
Address ………………………………...	Bank's Common Seal …………………...
	Official Address ………………………………...

ANNEXURE- VI

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be stamped in accordance with relevant Act)

Ref: Bank Guarantee No. ……………………………

Registrar,
Dr.Harisingh Gour
Vishwavidyalaya, Sagar (M.P.)

Dear Sir,

In accordance with your NIT No. …………………….…. dated ……………………... M/s …………………………………………………………… having its registered/ Head office at ………………………………………..………………… has participated in the said bid .

As an irrevocable Bank Guarantee against Performance Guarantee for an amount of………………………………….. valid up to ……………………………., is required to be submitted by the bidder as a condition precedent for commencement of the contract of supply of equipment, the amount is liable to be forfeited on the happening of any contingencies mentioned in the bid documents and contract agreement.

We, the ……………………………... Bank at …………………………... having our head office at ………………..……………………………. guarantee and undertake to pay immediately on demand by The Registrar, Dr. Harisingh Gour Vishwavidyalaya, Sagar (M.P.) the amount* …………………………………………. (in figures and words) without any reservation, protest, demur and recourse. Any Such demand made by said owner shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder.

This guarantee shall be irrevocable and shall remain valid up to ………………………………... . 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 guarantee is issued.

In witness whereof the Bank, through its authorized officer has set its hand stamped on this ……………………..

Day of …………………………………. (Year) at ………………………………………..

Witness

Signature …………………………………………..
Name …………………………………………….
……………………………………………….
Address ………………………………..

Signature
Name…………………………………………..
Designation ………………………………..
Bank's Common Seal …………………..
Official Address ………………………………..

ANNEXURE-VII

Agreement to be signed for supply of equipment
(To be signed on Non-judicial stamp paper of Rs. 1000/-)

This agreement is made on day of __________ (Year) between the Registrar, Dr.Harisingh Gour Vishwavidyalaya, Sagar – 470003,Tendering Authority hereinafter referred to as “The Vishwavidyalaya”,

And

M/s **……………………………….….** a registered company with registered office at ---------------------------------called as "Supplier" and both the parties as mentioned above set forth and agree to abide by the following terms of this agreement.

WHEREAS the "Supplier" has tendered for providing **-------------------(name of equipment) for Supply and Installation** to “The Vishwavidyalaya”, as per the terms and conditions mentioned in the tender document. Whereas such tender has been accepted by the Vishwavidyalaya and the "Supplier" has deposited **with the tendering Authority the sum of Rupees ………….=00 (Rs. …………... only)** as Performance SecurityDeposit for the fulfilment of this Agreement.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

1. The " Supplier " has accepted the contract on the terms and conditions set out in the Tender Inviting Notice No. ………………….. dated ………… which shall hold good during period of this Agreement.

2. Supplier agreed to provide the equipment at the rate mutually agreed upon and within time period of --------------days from the date of receiving of purchase order issued by the Vishwavidyalaya.

3. The Equipment is provided with a consolidated warranty of two years on all parts of the equipment.

4. Supplier agreed to provide service and to respond to complaints so that the maximum downtime during warranty period should not be more than 48 hours from the time the complaint is lodged.

5. Upon breach by the " Supplier " of any of the conditions of the agreement, the Tendering Authority may issue a notice in writing, determine the same and put an end to this agreement without prejudice to the right of “The Vishwavidyalaya”, to claim damages for antecedent breaches thereof on the part of the " Supplier " and also to reasonable compensation for the loss occasioned by the failure of the " Supplier " to fulfil the agreement as certified in writing by the Tendering Authority which certificate shall be conclusive evidence of the amount of such compensation payable by the " Supplier " to “The Vishwavidyalaya”.

6. Upon the determination of this agreement whether by efflux of time or otherwise, performance security deposit shall after the expiration of two months from the date of such determination be returned to the "Supplier " without any interest and after deducting there from any sum due by the "Supplier " to “The Vishwavidyalaya”, under the terms and conditions of this agreement.

7. The Tendering Authority may give notices in connection with the contract. In consideration of the payments to be made by the University to the "Supplier" hereby covenants with the University to provide the equipment and to cure defects therein, in conformity with all the provisions of the Contract.

8. The Tendering Authority hereby covenants to pay the " Supplier " in consideration of the equipment and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

9. In case of not supplying items except the Tendering Authority shall be entitled to forfeit performance security deposit of the Supplier.

10. In the event of action to be taken, the "Supplier" shall be liable for any losses, which the Tendering Authority, may sustain on that account. The recovery by way of penalty shall be made by deducting the amount from the bill/ claim of the " Supplier " be made good by a credit note within the stipulated period for the purpose.

11. This agreement shall remain in force until the expiry of 02 months more than warranty period of the equipment.

12. All other terms & conditions of the tender document will be part of the agreement.

Saving Clause: Notwithstanding whatever mentioned in the above clauses supplier will abide by rule/norms/guidelines of Govt. of India issued from time to time.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the hands of duly authorized representatives on the day, month and year first before written.

Authorized Signatory
For and on behalf of
M/s ________________________

Authorized Signatory
For and on behalf of
Dr. Harisingh Gour Vishwavidyalaya, Sagar

Witness 1 ______________________

Witness 2 ______________________

Witness 1 ______________________

Witness 2 ______________________

ANNEXURE-VIII

BIDDER'SWARRANTY

M/s.---

herein after referred to as "The Tenderer" having carefully studied the tender documents, Specifications, etc. accompanying the tender for supply of the above mentioned Equipment and desirous to submit the bid as per the Tender Document.

DO HERE BY WARRANTY THAT:

1. The tenderer is familiar with all the requirements of the bid documents.

2. The tenderer has investigated the site and satisfied, regarding the character and scope of the work and local conditions that may affect the supply or its Performance.

3. The tenderer is satisfied that the supply can be performed and completed as required in the contract.

4. The tenderer accepts all risk directly or indirectly connected with the performance of the contract.

5. The tenderer has had no collusion with other contractors, with any of the men of the University, Sagar or with any other person in preparation of the bid.

6. The tenderer has not been influenced by any statement or promise of the Officials of the University but only by the bid documents.

7. The tenderer is financially solvent.

8. The tenderer is experienced and competent to perform the contract to the satisfaction of the Registrar of the Vishwavidyalaya. The tenderer is also competent to take care of the problems in the system, if developed later within the warranty and outside the warranty period.

9. The tenderer assures to provide parts and accessories of the equipment up to 10 years from date of installation of the equipment.

10. The statements submitted with the bid are true.

11. The contractor is familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipal, District, State and Central Government that may affect the work, its performance or personnel employed therein.

12. All the terms & conditions of the Supply Order will bind the bidder once his quote is accepted and supply order issued.

Signature of the Tenderer along with official seal

ANNEXURE – IX
INSTRUCTION FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP portal, using valid Digital Signature Certificates (DSC). The instructions given below are meant to assist the bidders the bidders in registering on the CPP portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP portal.
More information useful for submitting online bids on the CPP portal may be obtained at http://eprocure.gov.in/eprocure/app.

REGISTRATION

1. Bidders are required to enrol on the e-procurement module of the Central Public Procurement Portal(URL:http://eprocure.gov.in/eprocure/app) by clicking on the link "Online Bidder Enrolment " on the CPP portal which is free of charge.

2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

3. Bidders are advised to register their valid email address and mobile number as part of registration process. These would be used for any communication from the CPP portal.

4. Upon enrolment, bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/ nCode/ eMudra etc.) with their profile.

5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

6. Bidders then logs in to the site through the secured log in by entering their user ID/ Password and the password of the DSC/e-Token.

SEARCHING FOR THE TENDER DOCUMENTS

1. There are various search options built in the CPP portal, to facilitate the bidders to reach active tenders by several parameters. These parameters could Tender ID, Organization Name, Location, Date Value, etc. There is also an option of advanced search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

2. Once the bidders have selected the tenders they are interested in, they may download the required documents/ tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/E-mail in case there is any corrigendum issued to the tender document.

3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/ help from the Helpdesk.

PREPARATION OF BIDS

1. Bidder should take in to account any corrigendum published on the tender document before submitting their bids.

2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can be in PDF/ XLS/ DWF/ JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of scanned document.

4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid and need not be uploaded again and again. This will lead to reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3. Bidder has to select the payment option as "offline" to pay EMD as applicable and enter details of the instrument.

4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted to the concerned official latest by the last date as specified in the tender document. The details of DD/ other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5. Bidders are requested to note that they should necessarily submit their financial bids in format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of bidder). No other format is acceptable.

6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of

sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers / bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

7. Upon the successful and timely submission of bids (i.e. after clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid number and the date & time of submission of the bid with all other relevant details.

8. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2. Any queries relating to process of online bid submission or queries relating to CPP portal in general may be directed to the 24X 7 CPP Portal Helpdesk.

ANNEXURE- X

EXEMPTION/ RELAXATION CLAIM FORM

I------------------------------------S/D/W of -- is authorized signatory of M/s--participating in tender No.--

I am claiming exemption/ relaxation for following clauses of technical requirement:

1.--

2.--

3.--

Copy(ies) of rules/ norms of Government of India and requisite registration/ license as mentioned below is/ are attached for consideration:

1.--

2.--

3.---

Seal and signature of bidder

ANNEXURE- XI

(To be submitted on letter head of the tenderer firm/organization)

SIMILAR WORK CERTIFICATE/ DECLARATION

M/s ---has completed following similar works in respect of the tender copies of the same are attached herewith:

S.N.	Purchase order number & date	Particulars	Amount in Rs.
1			
2			
3			

Note: similar work means one work of supply and installation of equipment with contract value 80% of estimated contract value or more OR two works of supply and installation of equipment with contract value 60% of estimated contract value or more, in last three years (FY ---------------------------------------) in State/Central Government/PSU/Autonomous Body under Government/ Govt. Institutions / Educational Institutions/ Large Pvt. Organizations.

Seal and signature of bidder

ANNEXURE – XII

(TO BE ISSUED BY PRACTISING COST/CHARTERED ACCOUNTANT ON THE LETTER HEAD)

CERTIFICATE OF TURNOVER

This is to certify that M/s____________________ (Agency Name & Address) is in the business of -------- ---. Their Turnover in each Financial Year during the preceding 03 (Three) years are as given below:

Y e a r Turnover (In Rupees)

FY --------------------

FY --------------------

FY --------------------

This is further to certify that the above Turnover is in line with the Turnover declared by the Agency in their Income Tax Returns filed under PAN NO. ___________.

Place:
Date:

Seal and signature of Cost/ Chartered Accountant