

PURCHASE MANUAL



INDIAN INSTITUTE OF TECHNOLOGY BHUBANESWAR

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Chapter 1

Introduction and Principles of Purchase

1.0.0 Introduction

1.1.0 Provision of adequate and timely supply of material to the faculty and staff members of IIT Bhubaneswar (Institute) is of prime importance for carrying out Educational and Research Programmes as well as for meeting the in-house requirements and that of the sponsored projects in the Schools of the Institute. On the other hand, any public procurement will not only have to be made in fair and transparent manner but will also have to fall in line with the canon of financial propriety. The procedure given in the succeeding paragraphs of this manual strives to achieve all these ends. However, leveraging of technology in the form of implementing “Electronic procurement” (E-Procurement), which aims at ensuring speed, efficiency, economy and transparency in procurement process and now mandatory, shall be an important step in this direction.

1.2.0 The items required to be purchased under the ambit of the rules & procedures outlined in this manual includes all articles, material, commodities, livestock, general furniture/laboratory furniture, fixtures, raw material, spares, instruments, machinery, equipment, industrial plant, chemicals, solvents, gases, glassware, stationery, liveries, and any other item necessary for teaching and research; both standard and non-standard. It also includes Annual Maintenance Contracts (AMC) of goods and equipment purchased or otherwise acquired for the use of students, faculty and staff, custom clearance & cargo handling & consolidation services, exporting of goods for warranty replacements/repairs/up-gradation, Specific Scientific & Technical Services viz. Professional Consultant Services, Computer & Network management, Software & Web design Development Services, Special Storage, and Communication Facilities.

1.3.0 The members of Purchase Committees (PCs) and any other official related with any public procurement process shall have the responsibility and accountability to bring efficiency, economy, and transparency in matters relating to public procurement and for fair and equitable treatment of suppliers and promotion of competition in procurement.

1.4.0 **Principles of Public Procurement**

1.4.1 The procedure to be followed in making public procurement must conform to the following yard sticks:

- (i) (a) The specifications in terms of quality, type etc., as well as quantity of goods to be procured, should be clearly spelt out keeping in view the specific needs of the Institute/Schools/Sections.
- (b) The specifications so worked out should meet the basic needs of the Institute without including superfluous and non-essential features, which may result in unwarranted expenditure.
- (c) Care should also be taken to avoid purchasing quantities in excess of requirement to avoid inventory-carrying costs.
- (d) The specifications should be generic in nature
- (ii) Quotations should be invited following a fair, transparent and reasonable procedure.
- (iii) The Purchase Committees (PC) should be satisfied that the selected quotation meets the requirement in all respects and satisfy itself that the price of the selected bidder is reasonable and consistent with the quality required.
- (iv) At each stage of procurement, the detailed considerations/decision shall be placed on record, in precise terms.

1.5.0 **Stages of Procurement**

1.5.1 The procurement of material in Schools/Sections of the Institute can be generally divided into the following distinct stages:

- a) The budget Provision.
- b) Prioritization of purchase of equipment, machinery, furniture etc. during the financial year from the Institute budget based on the needs & priorities may be given to the sponsored projects.
- c) Preparation of specification/identification of the exact requirement by the indenting officer/faculty member or by Purchase Committee (PC) through Pre-Indent discussion/presentations or Conference (wherever required) in case of

high value purchases.

- d) Placing of the Indent by the faculty members and other officers concerned after verifying the non-availability of stock.
- e) Consideration of the indents by the respective Purchase Committee, wherever required.
- f) Calling for tender/quotations wherever required and processing of tender papers by the Purchase Committee.
- g) Evaluation of the tenders/quotations by the Indenter/Purchase Committee (PC) and recommendations of the committee for final decision.
- h) Submission of the proposal for financial sanction.
- i) Placement of orders/Award of contract.
- j) Arrival of equipment, inspection, installation, commissioning and certification by indenter for processing payment.

1.6.0 The Budget provision

1.6.1 No Purchase will be made in the departments/Schools unless there is a specific budget provision for such a Purchase.

1.6.2 Processing of indents for any purchase can be made by the departments/Schools even without specific budget allocation for the current year provided such cases are cleared for administrative processing by the Competent Authority but final order shall be placed only after funds have become available.

1.7.0 Prioritization for Purchase of equipment, Machinery and other items.

1.7.1 All purchases that are made during the year from the Institute funds will normally be in accordance with the finalized list. However, depending upon the exigencies of requirement, the priority list for purchase of equipment/materials out of Institute funds may be amended with the approval of the Competent Authority.

1.7.2 The items mentioned in the project approval letter from the sponsoring authority will normally be taken up on a priority basis for sponsored projects.

1.7.3 In order to meet emergency requirements and Purchases within the powers delegated, it would be desirable that certain amount of the budget allocated is kept as reserve and such Purchases should be made from within this reserve. However, this decision will be taken in consultation with Finance Department and with the approval of competent authority.

Chapter 2

Indents and specification

2.0.0 **Placing of the indent by the Indenter**

2.1.0 In order to buy the best product, it would be desirable that a rigorous pre-indent exercise is carried out by concerned Indenter/Laboratory-in-Charge/Section/Division of the Institute.

2.1.1 Whenever an indent is placed by the faculty/other concerned official, he has to ensure that the following details accompany it:

- i) A detailed description of the equipment/material including brief description about its function and detailed specifications including whether the requirement is fresh or additional or replacement along with a certificate that the specifications are complete and correct to meet the requirement fully. (As per the indent form attached at Annexure - A)
- ii) The details, such as availability of spares, arrangement for maintenance etc.
- iii) The estimated cost of equipment/item including quantity required.
- iv) The list of available vendors, their addresses, past experiences if any and their website address may be given by the indenter wherever available.
- v) A description of space requirement for the equipment/material, the installation area and other infrastructural requirements such as, power, civil works etc. wherever applicable.
- vi) The approximate period required for the equipment/item to become operational from the date of its arrival.
- vii) Tentative inspection schedule.
- viii) Emergency Purchase Certificate, in case of purchase is to be made on emergent basis.
- ix) “Proprietary Article Certificate (PAC)”, in case the purchase is to be made on the proprietary usage basis.
- x) Budget provision certificate duly linking with the Indent.

2.1.2 Wherever applicable, the PAC Certificate as per Annexure-B needs to be given by the indenter.

2.1.3 No addition/alteration will be generally made in the indent. In case, this becomes necessary on rare occasions, the indenter will affix his initials on the corrections/additions made.

2.1.4 Splitting of indents, in order to bring it outside the ambit of open tender method is not desirable. In addition, a demand should not be deliberately divided by the indenter to avoid necessity of obtaining sanctions of higher Authority.

2.2.0 **Specifications**

2.2.1 While framing specifications of the indented items conformity to the following points must be ensured:

- (i) The specifications of the required goods should be framed giving sufficient details in such a manner that it is neither too elaborately restrictive as to deter potential tenderers or increase the cost of purchase nor too sketchy to leave scope for sub-standard product.
- (ii) The specifications must meet the essential requirements of the user department.
- (iii) Specifications should aim at procuring the latest product and avoid procurement of obsolete goods.
- (iv) Specifications should have emphasis on factors like efficiency, optimum fuel/power consumption, use of environmental-friendly materials, reduced noise and emission levels, low maintenance cost etc.
- (v) The specifications should confirm to the latest BIS standards. In cases where Indian Standards do not exist or, alternatively, decision needs to be taken to source the foreign markets also, International Standards (like ISO etc.) may be adopted. Where no widely known standards exist, the specifications shall be drawn in a generalized and broad-based manner to obtain competitive bids from different sources.
- (vi) The indenting officer while formulating the specifications should ensure and also certify that the specifications are complete and correct to meet the

requirement fully.

- (vii) All dimensions incorporated in the specifications shall be indicated in metric/ SI units. If due to some unavoidable reasons, dimensions in (Foot-Pound-Second (FPS) units are to be mentioned, the corresponding equivalents in the metric/ SI system must also be indicated. The specifications/ technical details should be expressed with proper clarity without any ambiguity or double meaning. Wherever necessary, the written specifications should be supplemented with drawings for additional clarity

2.2.2 Specifications for purchase of high value equipment and materials

The specification of these materials may be finalized (wherever felt necessary) by the Purchase Committee (PC) through a Pre-Indent discussion, presentations and conference with prospective vendors. However, the broad guidelines provided under Para 2.2.1 above may be kept in mind while framing specifications for these purchases also.

2.3.0 Recording of no-stock certificate by the Stores Department

- 2.3.1 If the stock position is available on intra net and updated regularly the Indenter himself may certify the non-availability of stores. Otherwise the indent together with its enclosures will be sent to the Stores Department which will verify its stock and render a no-stock certificate wherever applicable.

2.4.0 Processing of Indents

- 2.4.1 The relevant/approved indents shall be thoroughly checked and processed as per rules. Faulty or incomplete indents may be returned to the indenter normally within three working days. Minor defects in the indents, however, should be set right by discussions with the indenters.
- 2.4.2 The Purchase Officer shall check that items sought to be imported do not fall within the restrictive list contained in the EXIM policy of Government of India
- 2.4.3 Since speed is the essence of any Purchase, the auditor while vetting the indents must play a facilitating role. This role is to guide the Indenter in order that the right item is bought at the competitive price. If necessary, he could help the indenter raise the indent in the correct manner by giving him relevant inputs.

Chapter 3

Purchase Committee

3.1.0 Purchase Committees (PC)

3.1.1 There shall be three committees for regulating, recommending and deciding the procurement in the Schools/Sections/sponsored projects of the Institute depending on the value of the item(s). The committees may be called as:

- i) Institute Purchase Committee (IPC)
(For centralized purchases)
- ii) Department Purchase Committee (DPC)
(For Schools/ Sections)
- iii) Project Purchase Committee (PPC)
(For sponsored projects)

3.2.0 Functions of Institute Purchase Committee (IPC)

3.2.1 The Institute Purchase Committee (IPC) will consider procurement of goods, equipment, machinery, and furniture etc. of more than Rs. 2 crore and also the centralized purchase of items which are required by multiple Schools /Sections. IPC's recommendation will be placed before the Director for his approval.

3.2.2 It will decide periodicity of procurement of the repetitively needed items by fixing the minimum and maximum levels.

- i. Institute purchase committee will evaluate relevant specifications and recommend standardization of items wherever felt necessary.
- ii. The Institute Purchase Committee (IPC) will decide the successful bidders, who have technically qualified for commercial bid in case of two-bid system. The commercial bid will be opened in front of the IPC.
- iii. A senior officer of the Stores & Purchase Section will be the convener of the Institute Purchase Committee (IPC). The officer will coordinate the opening of the commercial bid after technical evaluation of the bid.

3.3.0 Constitution of Institute Purchase Committee (IPC)

- (i) The IPC will be constituted by the Director of the Institute. The Deputy Director of the Institute will act as Chairman of the IPC. However in the absence of the regular Chairman, the Director may nominate any other senior faculty member to act as the chairman. The members of the IPC will be as given below:
 - (1) Deputy Director (Chairperson)
 - (2) Indenter
 - (3) Head (s) of the concerned School (s) / Section (s) or his nominee
 - (4) Dean (SRIC) or a senior faculty member nominated by the Director
 - (5) Dy. Registrar (F&A)/AR (F&A)
 - (6) Dy. Registrar (S&P)/AR(S&P)
 - (7) Co-opted Member (s) by the Chairperson
- (ii) Presence of Chairman, Finance and Purchase members and Indenter shall be mandatory. This committee will meet as and when necessary and the meeting will be convened by the DR(S&P)/AR(S&P).

3.4.0 Functions of the Department (School/Section) Purchase Committee (DPC)

- 3.4.1 The Department Purchase Committee (DPC) will consider procurement of all items both consumable and non-consumables (equipment, machinery etc.) up to Rs. 2.0 crore.
- 3.4.2 The DPC will be empowered to recommend purchase within its purview.
- 3.4.3 The function of DPC will broadly include the following:
 - i) It will check relevant specifications of items and recommend standardization of items wherever felt necessary.
 - ii) It will make recommendations on purchases under its purview as per rules.
 - (a) If need is felt, the purchase committee can also constitute a Technical Sub-committee for examination/modification of specifications of an item submitted in the indent and for subsequent evaluation of the bid received after tendering.

3.5.0 **Constitution of Department Purchase Committee (DPC)**

(i) The Head of the School/ Section or his nominee or a senior faculty/staff member of the School/Section will act as the chairperson of the DPC. However in the absence of the regular Chairperson, the senior most faculty/staff member of the DPC may act as Chairperson. The members of the Committee are:

- (1) Head of School/Section or his representative (Chairperson)
- (2) Indenter
- (3) At least two faculty/staff members of the concerned School/Section
- (4) In-charges of Laboratories/ facilities in the School/Section
- (5) Co-opted Member (s) by the Chairperson (if any)

(ii) Presence of Chairperson and Indenter shall be mandatory.

3.6.0 **Functions of Project Purchase Committee (PPC)**

3.6.1 Project Purchase Committee (PPC) will consider procurement of all items both consumable and non- consumables (equipment, machinery etc.) of Sponsored Research and Consultancy Projects up to Rs. 2.0 crore.

3.6.2 The PPC will be empowered to approve purchases within its preview and recommend other cases to the higher body for approval.

3.6.3 The function of PPC will be the same as the DPC.

3.7.0 **Constitution of Project Purchase Committee (PPC)**

(i) The Head of the School or his nominee (a senior person) will be the chairman of PPC. The members of the PPC will be as follows:

- (1) Head of School or his representative (Chairperson)
- (2) Principal Investigator
- (3) Co-Principal Investigator (if any)
- (4) At least two members of the DPC of the concerned School
- (5) Co-opted Member (s) by the Chairperson (if any)

The recommendations of the Committee will be placed for approval of Dean (SRIC).

Chapter 4

Types or Modes of Procurement & Tendering

4.1.0 Purchase of goods without calling for quotations

4.1.1 Purchases of items including minor fabrications and repairs may be made on cash or credit basis without calling for quotations by the Head of the Schools/PI/Section as follows:

- (a) Purchase up to Rs. 25,000/- against cash may be made from market or from registered suppliers without calling quotations.
- (b) Purchase up to Rs. 2.0 lakh from manufacturers and their authorized dealers against bills made without calling quotations and without placing formal purchase order (involving at least 03 members of the DPC/PPC).

4.1.2 The Indenter/Head of School/Principal Investigator vested with financial powers will be the sanctioning authorities for the expenditure within the limits of this clause including advance payments if required.

4.1.3 Item of any nature, i.e. consumable or non-consumable can be procured under this clause from any place irrespective of the location of the vendor.

4.1.4 The sanctioning authority shall assure himself/ herself that the item is not available in stores before sanctioning the purchase of an item under this clause.

4.1.5 The necessary certificate as per Annexure-C shall be furnished by the officer actually making the purchase without calling quotation up to Rs. 25, 000/- and counter-signed by the sanctioning authority i.e., the Head of School/Principal Investigator in the event the purchase has been made by an officer duly authorized by the Head of Schools/Principal Investigator.

4.1.6 It shall be the responsibility of the Indenter/HOS/Principal Investigator to certify the item proposed to be purchased under this category whether it is for Institute or R&D use under the sponsored project.

4.1.7 The Head of School/ PI should ensure availability of funds and non-availability of item(s) in the stores before approving the proposal for purchase upto Rs. 2.0 lakh without calling quotation. A requisite certificate as per Annexure- D shall be furnished

by three member committee.

4.1.8 Head of School/ PI must enclose the indent, quotation of the firm selected by the duly constituted Committee(s) along with terms & conditions, the requisite certificate as per Annexure-D and forward the same to the Purchase Section after according financial sanction. An officer of the Purchase Section thereafter shall place purchase order as per the quotation along with terms & conditions duly recommended by the DPC/PPC.

4.2.0 **Purchase of goods by calling quotations**

(a) Purchase of goods up to Rs. 5.0 lakh by the DPC/PPC/IPC by calling quotations through e-mail/written enquiry/telephonic enquiry and placing formal purchase order. At least 4 quotations need to be there.

(b) All other formalities for this procurement will be followed as per the procedure stated for procurement of goods at 4.1.1 (b) above.

4.3.0 **Emergency Purchases**

4.3.1 Emergency is defined as urgent purchases required to be made at short notice in the event of a break down or crisis.

4.3.2 The consequences of non-availability of the item shall also be spelt out in the indent form.

4.3.3 All Emergency purchase will be carried out up to an amount of Rs. 25.00 lakhs only based on the recommendation of the DPC/PPC/a Committee constituted by the Director for the purpose.

4.3.4 All such emergency purchase shall be approved and sanctioned by the Director of the Institute and the same be reported to the next Board for ratification.

4.3.5 The purchase committee nominated by IPC/DPC/PPC for emergency purchases shall be of three members consisting of the Indenter/PI and the representatives of finance and purchase. However, such purchases can also be made on the spot from market by the committee either on credit or cash as the case may be. In case of cash payment the advance will be drawn by the Indenter. The committee shall endorse a certificate as per Annexure-E and forward to the S&P Section.

4.4.0 **Purchase of aesthetic value items**

4.4.1 For the purchase of items especially required for Guest Houses, Canteens, Reception, Corridors, Conference/Training halls etc. like art, craft, furnishing, decorative items, crockery, cutlery, bed linens, curtains etc. where the aesthetic value, make, finish, pattern, color, design, quality, feel, appearance, etc dominate the decision making, the indent will be considered by the Department/Section Purchase Committee (DPC) which may constitute a committee for the purchase of such items similar to the 03 members committee which shall render a certificate similar in line with “Annexure-E” irrespective of value. The competent authority in the case of purchase of aesthetic items will be by the respective IPC/DPC/PPC.

4.5.0 **Field oriented purchases at field stations**

Field oriented purchases at field stations/sites can also be made subject to the provisions of clauses 4.1.1.

4.5.1 Many of the Biological Schools have to maintain Germ Plasm, create gene banks and also to collect plants, seeds, saplings, etc. for R&D from far off locations which are at times remote and inaccessible and where the sources of supply is either single or limited, in that event Schools may devise their own mechanism of purchase of such requirements duly approved by the HOS/PI.

4.6.0 **Procurement/issues not requiring the concurrence of Finance/DPC.**

4.6.1 The following cases need not require the concurrence of finance/reference to the Departmental Purchase Committee and can be decided by the Purchase Section.

- (a) Enhancing the ordered quantity up to 50% within the delivery period, subject to availability of budget, on the advice of indenter only.
- (b) Orders against rate contracts of DGS&D and RCs approved by the Institute.
- (c) Procurement from Kendriya Bhandar/NCCF and other cooperative societies recognized by the Govt. of India, costing up to Rs. 1.00 lakh on each occasion.
- (d) Purchases against valid indents for items where the rates are regulated by State/Central Governments such as LPG gases, Kerosene, Petrol, Diesel etc.
- (e) For payments on account of revision of statutory levies like taxes, duties, octroi, entry taxes imposed by state/Central Government, municipal corporations etc. These levies will be paid with the approval of sanctioning authority and proper records may be maintained for the same.

4.7.0 **Repeat Order**

Repeat orders are processed subject to the following conditions:-

1. The repeat order is made without any change in the rates, specifications as well as terms and conditions of supply.
2. The repeat order shall be placed within 180 days from the date of Original Purchase Order.
3. No repeat order will be placed if buy-back is involved in the purchase.
4. Any amended order shall not be considered for repeat order.
5. Purchase orders placed by the other IITs may also be considered for placing repeat order by IITBBS with the approval of Competent Authority after due diligence study.
6. The Purchaser must ensure that there is no downward trend of price of the commodity to be ordered under repeat order basis.
7. The upper ceiling of the Repeat Purchase Orders must not exceed Rs.10.00 lakhs within a validity of 180 days.

4.8.0 **Modes of Tendering**

Depending on the nature of the required goods, the quantity & value involved and the period of supply, the Institute Purchase Committee (IPC) / Department Purchase Committee (DPC)/ Project Purchase Committee (PPC) must select after deliberation one of the following modes of procurement for items wherever no pre-indent exercise has been carried out:

- (1) Open tender – (above Rs. 25 lakh) - by publishing the notice at least in one Local & one National Daily and by sending enquiry letters to adequate number of firms, Institute website and www.tender.gov.in and Indian Trade Journal (ITJ). Copy of the Open Tender document / Notice Inviting Tender (NIT) is attached for reference at Annexure -F
- (2) Limited Tender – (up to Rs. 25 lakh)- by sending e-mail / written enquiries to adequate number of reputed suppliers, Institute website & www.tender.gov.in. Copy of the Limited Tender document / Notice Inviting Tender (NIT) is

attached for reference at Annexure –G

(i) This method may be adopted for Purchases up to Rs. 25.00 lakhs and be sent to the prospective bidders by FAX/speed post/registered post/courier/e-mail simultaneously, free of cost.

(ii) However, Limited Tender Enquiry method can be followed even in procurement of material worth more than (25) twenty five lakhs when:

a) The Indenting Officer certifies that the demand is urgent and any additional expenditure incurred through open advertisement shall not be fruitful.

OR

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

OR

c) It is not in public interest to adopt the open tender method.

However, such mode of procurement should be approved by the authorities as per delegation of powers attached to IIT Bhubaneswar.

(iii) In case where the response to limited tender enquiry in respect of materials costing more than Rs. 25.00 lakhs is poor, i.e., if the response is only from two or less bidders, then the Purchase Committee may discuss and deliberate the issue on case to case basis and take a considered decision in accordance with the provisions whether to place the purchase order on the firm or to process the case afresh. However the Tender Opening Committee (TOC) shall invariably open the bid/s irrespective of number of bids received on date and forward the same to Purchase section.

(iv) In all such cases of LTE, the invitation to bids must be sent to parties of comparable reputation and market share. For instance, if the requirement is for the installation of air-conditioning system and the intention is to get it done from major firms, such notices must be sent only to reputed national or multinational firms and not to local manufacturers/agencies. On the other hand, if the intention is to encourage local manufacturers/ agencies, queries should be sent to local manufacturers/agencies only and not to major firms. This is necessary to ensure proper comparison.

(v) For the sake of competition and transparency, details of Limited Tender Enquiry valuing beyond Rs. 5 lakhs (in exception circumstances) may be hosted on the web site. Any bid received against such limited tender enquiry should also be considered subject to fulfillment of the terms & conditions of the limited tender.

(3) Single tender – procurement from a single source may be resorted to by written enquiries from a Single manufacturer/dealer under the following circumstances;

(a) In case of emergency, the required goods are necessarily to be purchased from a particular source and the reason for such decision is to be recorded and approval of competent authority obtained.

(b) It is in the knowledge of the indenter that the goods/equipment required

is manufactured only by that particular manufacturer

- (c) For standardization of machinery or spare parts to be compatible to the existing sets of equipment (on the advice of a competent technical expert and approved by the competent authority), the required item is to be purchased only from a selected firm. However, the total cumulative value of such spares / accessories should normally be within a reasonable fraction of the main equipment.

4.9.0 **Time frame for Tendering**

- i) The following time limit may be allowed to the bidders so that they can quote their best possible price. In case of urgency or adequate availability of sources, the time period can be reduced but proper justification for the same has to be furnished and accepted by the Purchase Committee. However, it should be ensured that adequate competition exists and fair chance is given to all the interested bidders to enable them submit their offers in time.

- (a) Single Tender - 7 days
- (b) Limited tender - 21 days
- (c) Open tender - 30 days

4.10.0 **Single Tender Enquiry (STE)**

- (i) Purchases on Single Tender Enquiry (STE) can be resorted to only during emergency situations, when the required goods are necessarily to be purchased from a particular source. In such situations the reasons for such decision is to be recorded and approved by the Sanctioning Authority.
- (ii) The Indenter/Project Investigator should furnish a certificate as per Annexure-“H” and submit it along with the indent.
- (iii) The reasonability of prices and acceptability of other terms and conditions should be confirmed by the Indenting Officer/Project Investigator and thereafter the proposal needs to be put up to the Departmental Purchase Committee concerned for their recommendations. The purchase Section may then place the Purchase Order after obtaining the sanction of the expenditure. Copy of the

Draft Purchase Order is attached for reference at Annexure –I

- (iv) All Purchase related contracts above 25 lakhs are to be signed on stamp paper of Rs.100/- or as per prevalent stamp duty rules based on value, shall be concluded by the Indenter of the Institute. The contract shall be countersigned by the Registrar.

4.11.0 **Purchases on proprietary basis**

4.11.1 Purchases on proprietary basis can be resorted to only when:

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

4.11.2 All Purchases made on proprietary basis are on single tender basis while items procured on single tender basis need not be necessarily proprietary in nature.

4.11.3 Proprietary Article Certificate (PAC) form as per Annexure-“B” should be signed by the Indenter/Departmental Purchase Committee (DPC) duly counter signed by HOS must be submitted along with the indent.

4.11.4 Quotations shall be called for by the Indenter without referring to Departmental Purchase Committee. Such quotations can be sent and received by FAX/e-mail/courier etc. irrespective of value. However, proper records of the enquiry so sent, should be maintained.

4.11.5 In the case of purchase on proprietary basis, the Indenter after receiving the offers along with Proprietary Article Certificate (PAC) and recommendation of the DPC/PPC may forward to the purchase Section for purchase of the item. In the event, price negotiation is warranted, the IPC/DPC/PPC may be involved in the negotiation and the decision/minutes of the negotiations be recorded.

4.12.0 **Purchases of high value equipment & materials**

4.12.1 In case of purchase of high value equipments, where the industrial environment is dominated by fast rate of obsolescence, the aim should be to buy the best and the latest with speed and transparency. Accordingly, such items may be purchased in a Fast Track mode. In such mode of purchase, normally specifications may be finalized after holding a Pre-Indent discussion/presentation and Conference.

4.12.2 **Pre-Indent Conference (PIC)/ Pre-Bid Conference (PBC)**

The pre-Indent conference involves formal interaction with prospective manufacturers/suppliers before framing specifications. The IPC/ DPC/PPC as the case may be shall hold a pre-indent conference to finalize the specifications (if felt necessary) of the required item as per following:

- (a) On an assigned date the prospective manufacturers, their authorized channel partners or agents/suppliers and system integrators, may be called for discussion with the committee. Copy of the Manufacturer's Authorization Form is enclosed in Annexure-J
- (b) If need is felt, separate demonstration/presentation can also be sought from the prospective vendors at convenient time and interval at the Institutes or in rare cases demo can be seen by the chairman or some members of the committee at suppliers premises or any other installation in India for which approval of the Sanctioning Authority may be necessary.

4.12.3 The indent raised on the basis of specification finalized will be sent to purchase Section who will invite quotations from the recommended parties in two bid mode as per rules.

4.12.4 For the sake of transparency and in order to ensure that genuine parties participate in the PIC, Expression of Interest (EOI) can be sought from reputed firms.

4.12.5 Further, to ensure that bidders have understood the requirement or in order to have some more clarification on technical aspects or any other issue, a Pre-bid Conference (PBC) may be arranged at least two weeks prior to the due date of submission of tender.

4.12.6 In situations where the items required to be purchased are susceptible to rapid changes

in technology or in case of turn key contracts or contracts of special nature for purchase of sophisticated and costly equipment then it is advisable to conduct a PBC so that the latest changes in specifications could be ascertained that shall serve the purpose.

4.12.7 Changes may be incorporated in the bidding documents after the PBC so that all the prospective bidders are given equal opportunity to submit their offers according to the revised specifications/requirements.

4.12.8 The changes made in the bidding document should be treated as amendment to the bidding document and the same should be hosted on the website of the Institute to enable all the bidders who could not attend the pre-bid conference to take care of the amendments. Specifications finalized after the pre-bid conference cannot be changed further and consequently there shall be no occasion for revision of price bids.

4.12.9 **Adoption of Integrity Pact:**

a. As per directive of the CVC all organizations including IITs have to adopt an Integrity Pact(IP) to ensure transparency, equity and competitiveness in major Public procurement activities. The integrity pact envisages an agreement between the prospective bidders/vendors with the buyer committing the persons/officials of both the parties with the aim not to exercise any corrupt influence on any aspect of the contract. Only those bidders/vendors who have entered in to such an integrity pact with the buyer i.e. IIT Bhubaneswar, would be competent to participate in the bidding. It is therefore mandatory to make it a condition for qualification in the bidding process in the tender document.

The integrity pact would be applicable for any single purchase where estimated value of purchase exceed Rs. 3 (Three) crores on each occasion.

4.13.0 **Purchase of Spares/Accessories**

The spares and accessories are very important for keeping the equipment functional during warranty & post warranty periods. At the time of buying the equipment and during its maintenance, the aspects of Vitality, Essentiality and Desirability (VED) of spares should be visualized/ assessed. As a matter of policy, the inventory of spares/accessories may be minimized.

4.14.0 **Purchase under Two-bid system**

4.14.1 In the Two-bid system the bidders are asked to send their bids in two separate sealed envelopes as under:

- (a) Technical bid consisting of all technical details along with Bid Security and commercial terms and conditions in one sealed envelope; and
- (b) Financial bid indicating item wise price for the items mentioned in the technical bid in the other sealed envelope. These two envelopes may be put under one big envelope and shall be submitted as per instruction. The technical bids are opened first and analyzed for acceptability by the IPC/DPC/PPC. Thereafter, in the second stage, the financial bids of only the technically acceptable offers (as decided in the first stage above) are opened for further scrutiny, evaluation, ranking and placement of contract.

4.14.2 For Purchases of any equipment valuing above Rs. 25.00 lakhs two-bid system may be adopted on case to case basis as decided by IPC/DPC/PPC.

4.15.0 **Purchase of items through KVIC/ACASH/SSI units etc.**

4.15.1 The decision to purchase items reserved exclusively from KVIC/ACASH/SSI units is entirely at the discretion of IPC/DPC/PPC and may be allowed the following benefits:

- a) Exemption from payment of tender document fee.
- b) Exemption from Bid Security (BS) in case they manufacture the indented item.
- c) Price preference, as notified from time to time, over the quotation of large-scale units if any by the Govt.

4.15.2 In case the decision is taken to buy the products from these agencies, then the IPC/DPC/PPC may consider the purchase of items reserved exclusive from SSI units as per instructions notified from time to time by The Development Commissioner, Small Scale Units and indicate accordingly in the bid document.

4.15.3 The Purchase Committee may recommend procurement of certain items including equipment, computers and peripherals from Kendriya Bhandar/ NCCF and other co-operative societies recognized by the Govt. of India for purchases between Rs. 1.00

Lakh to Rs. 5.00 Lakh.

4.16.0 Import Purchase Guidelines

1. Import may normally be made directly from the foreign principal manufacturers.
2. In the event of purchase through an Indian agent of the foreign company, proof of it being authorized agent of the foreign company must be obtained and be part of the documents pertaining to the purchase.
3. Any commission of the Indian agent, wherever applicable, must be paid in Indian Rupees.
4. Foreign companies having office in India, can authorize any Indian agent to deal with the Institute.
5. All imports shall be done through the Stores & Purchase Section of the Institute.
6. Request for quotation for items to be procured through import may be sent through email, in addition to registered post /speed post/courier/fax.
7. Quotations may be accepted by e-mails for amount less than US\$ 2000 or equivalent but it should be verified by the indenter. E-mail quotations may be accepted from foreign manufacturers only (not from Indian Agents of foreign manufacturers) for immediate processing pending receipt of the original quotation by post.
8. Blocking of fund for the CIP / FOB/ Ex-work shipments will be as shown in the table:

Particular	Blocking of fund	
	All items of PO value upto Rs. 2 Lakh	All items of PO value above Rs. 2 Lakh
Ex-work (From factory)	10%	5%
FOB/FCA (International Airport)	15%	15%
CIF / CIP (Nearest International Airport)	20%	15%

The above calculations are based on the following assumptions:

- (i) Concessional Custom Duty : -5.15%
(Includes concessional custom duty: 5%, Custom educational cess on CD: 2%, Custom Sec. & Higher educational cess on CD:1%.
- (iii) Entry Tax : 2%
- (iv) Freight forwarding / Transportation Charges : 5%
- (v) Loading / Unloading, if necessary : 0.5%

4.16.1 **Import of Items through Individual International Credit Card**

1. Limit of payment of individual credit card is upto US\$ 1000, or equivalents as per directives of the RBI. The purchaser must take the approval from the Competent Financial Authority as per delegation of powers in advance.
2. Indenter must ensure that the item is not banned.
3. Indenter should also declare that the item is not for sale, or profit, making it clear that it is exclusively for research purpose.
4. If the item is not of proprietary nature then the indenter should declare the price quoted by the Firm is quite reasonable in comparison with national/international market and that he has assured himself by seeing the prices of different firms on the Internet.
5. Each and every event development be intimated to the Stores & Purchase section to avoid delay in release leading to demurrages for the material.

4.16.2 **Clearance of Imported Consignments**

1. The Stores & Purchase Section shall be responsible for clearance of all consignments. Exemption for Custom Duty will be issued for various Scientific and Research equipments imported is as per the Government Notification No. 51/96-Customs dt. 23-7-1996.
2. Terms of shipment may be preferably accepted as FOB/FCA or CIF/CIP basis for major consignment.
3. FOB means Free On Board i.e. supplier will bring the equipment to the Airport of country of shipment and freight forwarder of IIT Bhubaneswar will pickup item (s) from country of shipment to IIT Bhubaneswar.

4. In FOB, freight forwarder is responsible for timely clearance of the material, therefore demurrage if any, will be recovered from CHA.
5. CIF/CIP price may be accepted on case to case basis, as it may be cheaper and faster. CIF/CIP means Cost, Insurance, Freight/Carriage and Insurance Paid To.
6. In CIF/CIP, supplier has to bring the equipment at Kolkata Airport and custom clearance will be done by the CHA appointed by the Institute.
7. If any equipment is lying more than 3 days (free clearance time allowed) in Custom House then, it attracts demurrage. It is a penalty for non-clearance of material in time. It is very high for costly equipments. If item(s) are not cleared within a month, then Custom officials may auction it to public.
8. In CIF/CIP, there are more chances of demurrage, if all required documents/ information is not provided to the Custom Office in time and it is difficult to recover the demurrage from supplier, if charged. Besides, lodging and realization of Insurance claims becomes more complicated as Institute does not have any control over payment of Insurance.

4.16.3 Clearance of Non-Purchase Order Consignments:

1. In case of Non-Purchase Order import purchases, indenter should inform to Stores & Purchase Section in writing, about such clearance stating fund code/details of funds where the expenditure to be debited on clearance.
2. Cargo arrival notice, airway bill, invoice and packing list should be sent in original to Stores & Purchase Section.
3. In absence of any document mentioned above, custom clearance will be difficult and it may attract demurrage.

4.16.4 Re-export of Imported Items

Equipments can be re-exported for repairs or replacement. Following procedures may kindly be followed for the re-export of the materials:

1. The letter from the indenter to re-export the defective equipments.
2. Consent letter from the foreign supplier that the company is ready to

repair or replace the same.

3. Copy of the original purchase order.
4. Instructions from the indenters giving the details of fund to which the re-export charges to be debited.
5. Request letter in the name of Dy. Commissioner, Custom, CMS, International Airport, Kolkata for reshipment of equipment(s) quoting the reason for re-export.
6. The Stores & Purchase Section will send a letter to SBI for obtaining No Objection Certificate to re-export.
7. All above documents needs to be attached along with the copy of original invoice & bill of entry together through our clearing agent to re-export. Equipment will be re-exported on Door to Door (DDP) shipment basis duly insured.

4.16.5 Guidelines for Receiving Material

1. The authority issuing the PO shall be responsible for receipt of the materials and its inspection, with reference to the PO.
2. While receiving materials, PO reference, challan and invoice shall be checked.
3. In case of perishable items, the supplier(s) may deliver the item(s) directly to the indenter and the indenter shall inform the Stores & Purchase Section or in-charge, store of Dept. as the case may be about such delivery.
4. In the event of any shortage/damage/wrong supply, action will be initiated by the Stores & Purchase Section or in-charge stores at Dept. level to rectify the same on recommendation of indenter.
5. Supplier / CHA needs to inform Purchase Section about delivery time and if any specific arrangement to be made for loading/unloading.
6. If CHA is involved, loading/unloading charges will be paid by the CHA which can be reimbursed.
7. If the material is received in damaged condition or it is observed that carton is broken/damaged, then the receiver should record the remark about nature of

damage/defect or discrepancy on chalan itself.

8. In case of large consignment/heavy shipment fork-lift may be hired and charges be debited to respective project/Dept. fund.
9. In case of labour is needed to unload the equipment, then charges may be debited to the respective project / Dept. fund.
10. When the material is received, either in Stores & Purchase Section or in department, an issue note (acceptance note) may be generated and sent it to the respective indenter along with the material.
11. Indenter is required to send the issue note (acceptance note) within a week to the Stores & Purchase Section/department store for generating and sending payment note to the Account Section / SRIC.
12. If supplier fails to rectify the shortage/damage/wrong supply in a reasonable time, the matter shall be referred to the legal cell to recover the full cost paid. Stores & Purchase Section shall lodge Insurance claim, and pursue for the same.
13. Once the purchase has materialized satisfactorily, the items must be entered in the appropriate stock register of the department/project and in the Asset Register of the Institute.
14. If Stores & Purchase Section/Dept. store do not get back the Issue Note within a week, then reminder is to be sent to the Dept. store/indenter to know the reason for the delay.

Chapter 5

Bid Security and Performance Security

5.1.0 Bid Security (BS)/Earnest Money Deposit (EMD)

5.1.1 Bid Security (BS), also known as Earnest Money Deposit (EMD), is a form of monetary security obtained from the bidder, in case of advertised or Limited Tender Enquiry, as a safeguard against withdrawal/alteration of bid during the bid validity period and more so showing earnestness in participating in tendering process (Annexure-K).

5.1.2 Bid Security may be taken in cases for equipment/material costing above 5 (five) lakhs. The Sanctioning Authority i.e., Director of the Institute in the rare cases may waive off the condition of Bid Security in case of highly reputed firms.

5.1.3 Bid security may be collected @ 2%-5% of the estimated value in the form of Demand Draft (DD/Fixed Deposit receipt pledged in favor of “IIT Bhubaneswar” and it should be valid for a period of 45 days beyond the bid validity period. All tenders received without BS, wherever applicable shall be summarily rejected. The DD/FDR may be issued by any nationalized/scheduled commercial bank. In case the same is obtained in foreign currency, it should preferably be obtained in the shape of bank guarantee to avoid exchange rate variations/fluctuations and got confirmed by any scheduled/nationalized Indian bank.

5.1.4 The bid security may be forfeited if the bidder withdraws its tender during the bid validity period or fails to accept the contract

5.1.5 The farms registered with DGS&D, NSIC and with the IIT Bhubaneswar, if any, are exempted from payment of Bid Security.

5.1.6 The BS furnished by all unsuccessful bidders should be returned to them without any interest whatsoever, at the earliest but not later than 30 days after award of the contract.

5.2.0 Performance Security (PS)

5.2.1 Performance Security (PS) @ 10% of the total order value above Rs.10.00 lakh shall be taken from the ordered firms. PS shall be obtained before release of full payment (in case of indigenous stores) and before release of balance payment (in case of import

purchase). PS must be valid up to 60 days beyond the ordered warranty period. The quantum/percentage of PS may be increased /decreased or waived off with the approval of the Director in special cases with sufficient justification. Format of Performance Security is attached at Annexure-L.

- 5.2.2 The PS may be denominated in Indian Rupees or in foreign currency. The PS may be obtained in the form of Account Payee Demand Draft/Fixed Deposit Receipt pledged in favour of “Registrar, IIT Bhubaneswar”/Bank Guarantee.
- 5.2.3 Purchase orders not honoured by the firm for any reason may be cancelled and EMD/PS submitted may be forfeited. The defaulting firm should not be considered for participation in any kind of tendering by the Institute for the next six months. In normal circumstances when the L1 bidder backs out retendering should be done but in case of POs up to Rs.5.00 lakhs if the ordered firm backs out then order can be considered to be placed to the L2 firm with L1 price based on the sufficient reasons/justifications provided by the Indenter/DPC.
- 5.2.4 In rare cases where goods have been procured on proprietary basis or the companies supplying the goods are of international repute, the matter of non-furnishing of Performance Security, if any, may be brought to the notice of the Director of the Institute for final decision.
- 5.2.5 Performance Security should be refunded to the supplier without any interest, whatsoever, after it duly performs and completes the contract in all respects but not later than 60 days of completion of all such obligations

Chapter 6

Tender Documents

6.1.0 **Tender documents**

6.1.1 The tender documents which comprise the detailed technical specifications, drawings, terms & conditions and Proforma in which the tender is to be submitted and such other material as may be sold at the uniform rate of Rs. 1000/- irrespective of the estimated cost. In case tender document is downloaded directly by any prospective or interested bidder, then the bidder will submit tender document fee (Non-Refundable) in the form of Demand Draft along with the tender.

6.1.2 Tender documents should preferably be sold up to one day prior to the date of opening of tenders and the same should be clearly indicated in the document.

6.1.3 All the terms & conditions are to be shown in the appropriate chapters of the Invitation for Bids as given below:

Chapter 1 - Instructions to bidders

Chapter 2 - General and special Conditions of Contract

Chapter 3 - Schedule of Requirements

Chapter 4 - Specifications and allied technical details

Chapter 5 - Price Schedule (to be utilized by the bidders for quoting their prices)

Chapter 6 - Qualification Requirements

Chapter 7- Other standard forms, if any, to be utilized by the purchaser and the bidders.

6.1.4 The text of the bidding document should be user-friendly, self-contained and comprehensive without any ambiguities. All essential information, which a bidder needs for sending responsive bid, should be clearly spelt out in the bidding document in simple language. Copy of the Open Tender document / Notice Inviting Tender (NIT) is attached for reference at Annexure -E

6.1.5 The basis of comparison between the indigenous/foreign bidders should be indicated clearly in the bidding documents. It may also be made clear whether overall lowest or item-wise individual lowest rates shall be the criteria for evaluation.

6.1.6 Tender document may also take care of pre-bid conference aspect if felt necessary.

Chapter 7

Receipt and Opening of Tenders

7.1.0 Receipt of Tenders

7.1.1 Tenders received either by post or courier or by hand (excepting for tenders received against Single Tender Enquiry) shall be dropped in the tender box, duly locked and sealed and its keys shall be with the designated officer of Stores & Purchase Section.

7.2.0 Late/Delayed Tenders

7.2.1 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".

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

7.2.3. Tender Opening Committee:

Tenders for items where no bid security is applicable which are received in open condition or through FAX or e mail or telegram 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 any officer of the S&P Division before the scheduled date & time of opening of bids and caused to be deposited into the tender box for formal opening by the Tender Opening Committee.

There may be cases where the tenders are too bulky to be put in the tender box or the Purchase office is yet to install tender box and, therefore, the tenders are to be submitted by hand. In such cases, it should be ensured that names and designations of at least two officers, who will receive the tenders, are prominently mentioned in the tender documents. The information about these officers should also be displayed at the entrance / reception of the premises where tenders are to be deposited. The officer receiving a tender is to give the bearer of the tender a receipt duly signed by him with date and time of receipt of the tender. A separate register is to be maintained for keeping records of the bids, received by hand. Such bids will be kept in safe custody with the Purchase section till the date & time of bid opening and then such bids will be handed over to the TOC.

7.3.0 **Postponement of tender opening date**

7.3.1 Sometimes, situations may arise that may necessitate modifications in the tender documents already issued or already put on sale. Also, after receiving the documents, a tenderer may point out some genuine mistakes necessitating amendment in the tender documents. In such situations, it is necessary to amend/modify/extend the date of submission of tender documents.

Chapter 8

Evaluation of Tenders and Finalization of Contracts

8.1.0 Introduction

8.1.1 Evaluation of tenders is one of the most serious exercises in the process of procurement. Therefore, it needs to be done strictly on the basis of the terms & conditions described in the tender documents. The process and basis for evaluation may be spelled out in the tender documents to leave out any ambiguity and keep the process transparent.

8.2.0 Preliminary Examination

8.2.1 During the preliminary examination, the committee may also find some minor informality and/or irregularity and/or non-conformity in some tenders. The committee may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenderers.

8.3.0 Qualification Criteria

8.3.1 The committee is to examine bids and find whether required qualification criteria incorporated in the tender enquiry document is met by the bids. The bids, which do not meet the required qualification criteria are to be declared unresponsive and not to be considered further and the grounds for their becoming unresponsive may be recorded.

8.4.0 Scrutiny of Responsive Bids

8.4.1 Single Bid/Tender

In case of single bid / tender comparative statement of the qualified (meeting the stipulated terms & conditions of the tender) bidders may be prepared indicating the rates quoted including all taxes, discounts, freight charges etc. Normally, the lowest bidder (L1) should be the qualified for supply of goods. However, clarification may be sought from bidders who do not meet the specified criteria and those who do not respond within a time frame or are unable to clarify suitably may be rejected with justification.

8.4.2 **Two-bid System**

In case of two-bid system the technical bid will be opened first and will be evaluated by the committee with respect to the qualification criteria and the technical specifications as spelt out in the tender. The tenders meeting the qualification criteria and technical specifications will be short listed for financial evaluation. Then, the financial bids of the short listed parties will be opened and evaluated for lowest responsive offer. After opening of the financial bids, L1 will be recommended for placing order.

8.5.0 **Conversion of Currencies**

8.5.1 When bids are received in different currencies, the comparative statement shall clearly give the exchange rate as notified in the newspapers on the date of opening of the bid and the quoted price in rupees in the case of single bid system. However, when two-bid system is adopted, then the exchange rate as notified in the newspapers on the date of opening the financial bid should be the basis for preparing the comparative statement. Website www.xe.com, www.rbi.org or any other website can also be seen for spot conversions of foreign currencies.

8.6.0 **Reasonableness of Prices (ROP)**

8.6.1 In the case of qualification of a single technical bid (including procurement under PAC), price of the bidder be evaluated to find its reasonableness as per following criteria:

- (i) Last Purchase price of same (or, in its absence, similar) goods in the Institute/other CFTIS and reputed Government R&D organizations.
- (ii) Current market price of same (or, in its absence, similar) goods / Company Price List or declared rates on the Net
- (iii) Receipt of competitive offers from different sources
- (iv) Quantity involved
- (v) Terms of delivery
- (vi) Period of delivery
- (vii) Economic indices of raw material/labour
- (viii) Other input cost and intrinsic Value.

Chapter 9

Rate Contracts

9.1.0 Rate Contracts

9.1.1 A Rate Contract (RC) is an agreement between the Institute and the supplier for supply of specified goods (and allied services if any) at specified price and terms & conditions during the period covered by the Rate Contract. No quantity is mentioned nor is any minimum drawl guaranteed in the Rate Contract. The Rate Contract is in the nature of a standing offer from the supplier firm.

9.1.2 The firm and/or the purchaser is entitled to withdraw/cancel the Rate Contract by serving an appropriate notice on each other. However, once a Purchase Order is placed on the supplier for supply of a definite quantity in terms of the rate contract during the validity period of the rate contract, that Purchase Order becomes a valid and binding contract.

9.1.3 RC may be concluded for the following items:

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

9.1.4 The Institute may conclude rate contracts for Machine Tools, Information Technology Products, Furniture, Stationery, PCs & ACs, Routine Appliances, Ancillary Spares and similar products and Chemicals, Solvents, Glassware where the design feature, performance parameters etc. of such products/goods differ significantly among the products of different manufacturers and even between different models of the same manufacturer and where equitable comparison of prices of such products is not feasible. Such Rate Contracts may be concluded on discount on Net Dealer Price (NDP) basis.

9.1.5 The period of a Rate Contract should normally be one year. However, in special cases, shorter or longer period may be considered.

9.1.6 Normally, rates for RC should be obtained from manufacturers especially in specialized consumable items like chemicals, glassware, plastic wares, computer

consumables, etc. For general items authorized dealers/stockiest/retailers may also quote for the purpose of concluding RC. The credibility of these dealers/stockiest/retailers should be kept in mind while deciding the conclusion of the rate contract. Deliberately adding restrictive clauses like insistence on having local dealers of the manufacturers should be avoided so long as there is an efficient supply chain and the firm is willing to supply directly.

9.1.7 The tender documents for RC shall contain the following salient conditions.

- i) Submission of Performance Security (PS) is applicable.
- ii) In the Schedule of Requirement, if any, no quantity is mentioned; only the anticipated drawl may be mentioned without any commitment.
- iii) The Institute reserves the right to conclude more than one rate contract for the same item.
- iv) The Institute as well as the supplier may withdraw the rate contract by serving suitable notice to each other. The prescribed notice period is generally thirty days.
- v) The Institute has the option to re-negotiate the price with the rate contract holders.
- vi) In case of emergency, the Institute may purchase the same item through ad-hoc contract with a new supplier.
- vii) Terms of delivery in rate contracts should be FOR destination.
- viii) The Purchase Order may be placed on any of the RC holder and no comparative statement of prices is required to be prepared for the purchase of items on RC basis.
- ix) The rate contract will be guided by “Fall Clause”.

9.1.8 The modalities for concluding of the RC shall be decided by the committee of the Institute (IPC). It is not mandatory to solicit RC proposal through press tender in case the sources of supplies are definitely known.

9.1.9 The committee will ensure that the equitable distribution of orders for items amongst RC firms and may devise a suitable mechanism in this regard.

9.1.10 The detail of the RC should be hosted on the website of the Institute.

9.2.0 **Parallel Rate Contracts**

9.2.1 In cases where it is observed that a single supplier does not have enough capacity to cater to the entire demand of an item, the Institute may enter into more than one rate contract with different suppliers for the same item at the same price. Such rate contracts are known as Parallel Rate Contracts. Such PRCs are normally valid for 12 months. Where ever technological obsolescence is very high with regard to IT related goods PRCs may be revised at every quarter along with technical review of such IT goods.

9.3.0 **Fall Clause**

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

9.4.0 **Renewal/Extension of Rate Contract**

9.4.1 It should be ensured that new rate contracts are made operative right after the expiry of the existing rate contracts without any gap for all rate contracted items. In case, however, it is not possible to conclude new rate contracts due to some special reasons, timely steps are to be taken to extend the existing rate contracts with same terms, conditions etc. for a suitable period, with the consent of the rate contract holders. Rate Contracts of the firms, who do not agree to such extension, are to be left out.

Chapter 10

Contract Management

10.1.0 Introduction

Contract Management involves monitoring the implementation of a contract after it is placed to ensure timely completion of all the supplies and related services reflected in the contract as per terms & conditions incorporated therein.

10.2.0 Follow up of orders

10.2.1 Once order has been placed, it is the duty of officer of the purchase Section to ensure that the vendors supply what has been ordered in time.

10.2.3 The Institute has to ensure that the suppliers receiving the contract furnish the required Performance Security in the prescribed form by the specified date, failing which necessary action including forfeiture of the Earnest Money Deposit is to be taken against the supplier.

10.2.4 The supplier should acknowledge and unconditionally accept the Purchase Order (PO) within maximum period of 15 days from the date of issue of contract. While acknowledging the Purchase Order, the supplier may raise some issues and/or ask for some modifications against some entries in the PO, such aspects shall be immediately looked into for necessary action and, thereafter, supplier's unconditional acceptance of the PO be obtained.

10.3.0 Amendment to Purchase Orders/ Contracts

10.3.1 Amendments to all purchase orders not involving financial implications and LC amendments without any change in purchase order price, specifications, ordered quantity and delivery period may be made directly by officer of the purchase Section in consultation with the Purchase Committee if required. Finally the same will be approved by the appropriate authority.

10.3.2 It may be ensured that the amendments are in the overall interest of the Institute. Further, in the case of imports, where payment is through Letter of Credit (LC), the LC extension charges should be borne by the supplier, if the same is being extended on the request of the vendor. Sanctioning Authority may however waive such petty expenses in the overall interest of smooth execution of the contract.

10.4.0 **Receipt of materials**

10.4.1 The receipt of all ordered material has to be made in the stores Section and a report of such receipts must be sent to the Purchase, Indenter as soon as possible.

10.4.2 Stores should maintain a Daily Receipt Register (DRR) centrally which should include all relevant information about the receipt of materials. A copy of the same can be retained as DRR.

10.5.0 **Payment to the Supplier**

10.5.1 Purchase organization shall ensure that all the payments due to the firm including release of performance security are made on priority basis without avoidable delay.

10.6.0 **Closure of Purchase File & Record Retention Schedule**

10.6.1 On completion of all activities against a contract, the purchase file should be preserved in the record room and destroyed after expiry of the applicable mandatory retention period.

10.6.2 For the above purpose, all records relating to purchases made out of both revenue as well as capital grant should be retained for a period of 05 years and thereafter they may be weeded out provided there is no vigilance or audit objections, in which case these should be preserved till such time the vigilance or audit objections are dropped.

Chapter 11

Inspection of Goods

11.1.0 Inspection of goods

- 11.1.1 The indenter shall inspect the materials as indicated in the tender documents as soon as it arrives. Normally the concerned School/Section should ensure completion of inspection within five (05) days of receipt of advice from the stores in case of Indigenous goods.
- 11.1.2 For imported items the packing may be opened in the presence of the Indian Agent to avoid short/damaged supply due to improper packing.
- 11.1.3 In all cases 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
- 11.1.4 With a view to ensure that the claims on the insurance companies are lodged in time, the Institute is advised to stipulate in the Purchase Order/Contracts, where Indian Agent is available, that he is responsible for the follow-up with his principals for ascertaining the dispatch details and informing the same to the Institute and he shall also liaise with the Institute to ascertain the arrival of the consignment after clearance so that immediately thereafter in his presence the consignment could be opened for inspection and insurance claim be lodged, if required, without any loss of time. The contract/purchase order may also indicate that any delay on the part of the Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the Institute on the event of delay.
- 11.1.5 In case a written complaint is received from the supplier disputing rejection of the goods by the Institute, the same should be jointly investigated by a team consisting of an authorized representative of the supplier and a team of the Institute as decided by the Director.

11.2.0 **Bill Clearance Schedule**

11.2.1 Once the inspection is complete and the indenter 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 Section within 03 (three) working days after the inspection is over. The purchase Section shall send the same directly to accounts within 04 (four) working days for payment and then the accounts must arrange payment to the vendor within 05 (five) working days from the date of receipt of bill.

Chapter 12

Payments

12.1.0 Payment Terms

12.1.1 The following payment terms will be followed in case of Institute procurement:

a) Indigenous Purchases – 100% payment after successful installation and commissioning and acceptance by the user subject to submission of PS @ 10% of the order value valid up to 2 months beyond warranty period.

b) Import Purchases –LC will be opened for 100% payment. 90% payment will be released against dispatch documents and balance 10% after successful commissioning and acceptance by the user subject to submission of PS @ 10% of the order value valid up to 2 months beyond warranty period.

c) Advance Payment - There may be occasions when a reputed supplier insists on advance payment. In all such cases, the Competent Authority shall decide on a case to case basis for advance payment to the supplier.

12.1.2 The advance payment could also be made to the vendor against Bank Guarantee from a scheduled/nationalized commercial bank of value 110% of advance amount. The BG/ remaining amount shall be released only after receipt and acceptance of material in good condition or after satisfactorily installation and commissioning of the equipment. The format of the bank guarantee to be obtained for releasing the payments in advance is enclosed at Annexure-M.

12.2.0 Part Payment

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

12.3.0 Payment against Delivery

12.3.1 There may also be cases when payment against delivery, which is commonly in practice for smaller value items and with traders who supply against cash/cheque needs to be released. However, the purchase Section should ensure that the material is inspected and found acceptable as per requirement.

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

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

12.4.0 **Import payments**

12.4.1 In case of imports, when payment against sight draft/advance foreign currency draft/LC is a condition, such payments may be allowed after financial sanction is accorded by the Competent Authority subject to the limits prescribed by the RBI.

12.5.0 **Payment for Annual Maintenance Contracts (AMC)**

In case of annual maintenance contracts/repairs, advance payment sufficient to cover one-year or more AMC charges can be allowed by the Competent Authority.

12.5.1 Any other payment terms can be accepted in exceptional cases on the approval of Competent Authority with concurrence of Finance. In cases where advance is required to be drawn, the Competent Authority, within the powers delegated may sanction the same.

12.5.2 The bid documents must specify the currency (currencies) in which the bids are to be priced. As a general rule, domestic bidders are to quote and accept their payment in Indian currency. Indian Agents of foreign suppliers are to receive their agency commission in Indian currency. Costs of imported goods, which are directly imported against the contract, may be quoted in foreign currency (currencies) and paid accordingly. The portion of the allied work and services, which are to be undertaken in India (like installation & commissioning of equipment) are to be quoted and paid in Indian currency.

12.6.0 **Settlement of Advances**

12.6.1 Advance payments once made to the parties are reflected in books of Accounts and remain as such till the advance is adjusted.

12.7.0 **Payment through LC**

(a) In view of the electronic transfer of payments, the margin money payment for opening Letter of Credit and issuing of Drafts etc. is to be done by the Accounts Section. Release of payment will be done by Finance and Accounts Section.

(b) Purchase Section will send the request to accounts Section for making payment towards margin money for opening LC for the proposals already approved by the

Competent Authority.

12.8.0 **Safeguards in respect of Bank Guarantees**

To avoid receipt of forged /fake bank guarantees submitted by supplier/contract the following points should be noted and ensured:

- a) Copy of proper prescribed format on which BGs are accepted from the suppliers/contractors should be enclosed with the tender document and it should be verified verbatim on receipt with original document.
- b) It should be insisted upon the contractors, suppliers etc. that BGs to be submitted by them should be sent to the organization directly by the issuing bank.
- c) In exceptional cases, where the BGs are received through contractors, suppliers etc., the issuing branch should be requested to immediately send a copy of the guarantee directly to the organization with a covering letter to compare with the original BGs and confirm that it is in order.
- d) As an additional measure all BGs should be independently verified by the organizations, which do not receive directly from Bank.

Chapter 13

Financial powers of competent authority

13.1.0 Financial Powers of Institute Functionaries (Subject to allocation of the budget in a Financial Year)

Sl. No.	Designation of the Functionary	Existing Delegated Financial Power	Proposed Delegation of Financial Power
1.	BOG	Full Power	Full Power
2.	Director	Full Power	Full Power
3.	Deputy Director	Rs. 50,000/-	Rs. 10,00,000/-
4.	Deans/HOSs	Rs. 25,000/-	Rs. 2,00,000/-
5.	Dean (SRIC)	Rs. 25,000/-	Consumables Rs.5 Lakhs others Rs.10 Lakhs
6.	Chairman/President, Gymkhana/Warden (from Hostel funds)/ PIC	Rs. 25,000/-	Rs. 50,000/-
7.	Registrar/S.E.	Rs. 25,000/-	Rs. 1,00,000/-
8.	Deputy Registrar / Executive Engineer	-	Rs. 25,000/-
9.	Registrar as Drawing & Disbursing Officer.	Full Power with regard to payment of Pay & Allowances, Wages in respect of personnel approved for the Institute.	Registrar as DDO has full power with regard to payment of Pay, Allowances, Wages, Medical Claims, Fellowships / Scholarships, including sanction of advances on account of TA, LTC, NPS/Pension etc. in respect of approved personnel and students of the Institute besides payment on account of Office Contingencies like Rent, Electricity, Water, Telephone, fuel and other bills for running of the Institute's establishment for which prior approval has been obtained.
10.	Temporary Contingent Advance by Deputy Director	NIL	Upto Rs. 1,00,000/-
11.	Temporary Contingent Advance by HOS /Deans /Registrar/ Chairman/ Warden (from Hostel funds)	NIL	Upto Rs. 25,000/-

13.1.2 Write-off and Disposal of Stores

Sl. No	Competent Financial Authority	Normal Wear and Tear (for individual item costing)	Abnormal Wear and Tear (for individual item costing)
1	*Dean/HOS/PI/Registrar	Up to Rs.1,00,000/-	Nil
2	*Dean (SRIC)	UP to Rs.5,00,000/-	Up to Rs.50,000/-
3	*Deputy Director	Up to Rs.10,00,000/-	Up to Rs.1,00,000/-
4	*Director	Up to Rs. 50,00,000/-	Up to Rs.10,00,000/-
5	*Board of Governors	Full Power	Full Power

*Through appropriate Committee.

Chapter 14

Miscellaneous

14.1.0 Buy-Back Purchases

14.1.1 With the approval of the Director, an existing old item (s) may be replaced with a new and better version. The Institute may trade the existing old item while purchasing the new one. This method is known as buy-back purchasing.

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

14.1.3 The buy-back price should be indicated separately by the bidder and once the purchase is completed, the original value of the item be written off from the books of the respective labs.

14.2.0 Maintenance Contracts

14.2.1 Depending on the cost and nature of the goods to be purchased, it may also be necessary to enter in to maintenance contract(s) for a suitable period either with the supplier of the goods/manufacturer/ any other competent firm, not necessarily the supplier of the subject goods. Such maintenance contracts are especially needed for sophisticated and costly equipment and machinery.

14.2.2 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 contract terms may provide and the paid maintenance should commence only thereafter.

14.2.3 If the maintenance contract is to be entered into with the supplier of the goods, then suitable clauses for this purpose are to be incorporated in the tender document itself and while evaluating the offers, The AMC charges quoted by the bidder must be

indicative and should not have any impact on deciding the L1. Total cost on purchase and maintenance of the equipment over its projected lifecycle should be assessed to consider its suitability for purchase.

- 14.2.4 If the maintenance contract is to be entered into with a competent and eligible supplier separately, then a separate tender enquiry is to be floated for this purpose and tenders evaluated and ranked accordingly for placement of maintenance contract.
- 14.2.5 The details of the services required for maintenance of the goods, the required period of maintenance and other relevant terms & conditions including payment terms are to be incorporated in the tender document. The terms of payment for the maintenance service will depend on the nature of the goods to be maintained as well as the nature of the services desired. Generally, payment for maintenance is made on half-yearly or quarterly basis. In Some cases advance payments against AMCs are to be considered (where unavoidable) by the competent authority.
- 14.2.6 A suitable provision should be incorporated in the tender document and in the resultant maintenance contract indicating that the prices charged by the maintenance contractor should not exceed the prevailing rates charged by it from others for similar services. While claiming payment, the contractor is also to give a certificate to this effect in its bill.
- 14.2.7 The tender document for maintenance contract must include a suitable provision to withdraw the maintenance contract due to any unforeseen reasons. However, while terminating the contract, if any payment is due to the contractor for maintenance services already performed in terms of the contract, the same should be paid to it as per the contract terms. Depending on the cost and nature of the goods to be maintained, suitable notice period for such cancellation to come into effect is to be provided in the documents.
- 14.2.8 The Purchase Committee may decide on the merits of each case the necessity of entering into maintenance contracts on comprehensive basis or on call basis or on non-comprehensive basis.

14.3.0 **Procedure for Purchase through credit card/debit card/online**

14.3.1 The following procedure will have to be followed for such purchases:

- (i) The offers should be downloaded from the web site of at least four firms and a certificate to the effect that the prices have been downloaded should be furnished by the Indenter.
- (ii) The proposal will then be put up to the respective purchase committee and payment to the firm be made after the mode of payment is approved by the Purchase Committee.

14.4.0 **Procedure for Vendor Registration**

There shall be the following categories of firms for the purpose of inviting quotations for purchase of materials / services / equipments / instruments etc.

14.4.1 **Local Firms:** Firms who are general suppliers having shops, manufacturing units, authorized agents / distributors of the manufacturers / service providers within India.

14.4.2 **Indian Agents:** All Indian Agents of foreign suppliers will also be registered in the same manner as local firm.

The Institute shall register firm(s) for inviting quotations for supply of items including direct purchase / services / equipments / instruments etc. For obtaining such registration, firms shall be required to be registered with Sales Tax Office, should have Service Tax Registration, Tax Payer Identification No (TIN) and PAN No. Credentials including manufacturing capacity, quality control facilities, past performance, after-sales service, financial background etc. of the firm shall be carefully verified by the Institute.

The firm(s) will be registered for a fixed period, normally upto 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 are required to apply afresh for renewal of registration as per procedure. New firm(s) may also be considered for registration at any time, provided they fulfill all the required conditions. Format of Registration of Firm is shown in Annexure-N.

14.5.0 Banning/Suspension of Vendors/Firms

Firm(s) who are considered to be habitual defaulters and cause harm to the institute may be suspended/banned by the Director of the Institute on the recommendation of the Head of the School/Department / Principal Investigator/ In- charges for deficiency in service. Those firms must be given a chance to explain their position to the show cause notice issued by the Institute with a specified time frame. On receipt of the reply the case will be put up before the Director on recommendation of Head of the Schools/Departments/ Principal Investigator for decision. Director of the Institute shall be the final authority to decide the quantum of the period of suspension / ban depending on the magnitude of damage caused by the party. The information of such firms shall be widely circulated by the Stores & Purchase Section to all concerned.

14.6.0 Operation of Procedure

- (a) The operation of the above procedure shall be in super-session of all existing rules and instructions.
- (b) In respect of areas, which are not covered in the above procedure or in the case of any doubt on the interpretation of this procedure, matter can be referred to the Director for final decision.
- (c) For legal interpretation, the English version will hold good.
- (d) The Director, IIT Bhubaneswar may relax any of the provisions outlined in this procedure.
- (e) The procedure may be reviewed at suitable intervals for further modifications.
- (f) All electronic records like e-mails etc. as per IT act are valid and may be accepted.
- (g) In case of any lapses of the purchase procedure of the Indian Institute of Technology Bhubaneswar Procurement Manual- 2014, the Institute may adopt the Govt. of India General Financial Rules, 2005 (as amended time to time).

-----X-----

Annexures

(A – N)



INDIAN INSTITUTE OF TECHNOLOGY BHUBANESWAR

INDENT FOR PURCHASE OF EQUIPMENT/CONSUMABLE

Indent No.:

DEPARTMENT/ SCHOOL/ SECTION:

Budget Head:

Name of Indenter: _____ Designation: _____ Tel.No.& Emal id: _____

Name of HOD: _____ Designation: _____ Tel.No.& Email id: _____

The following items may kindly be procured (Separate items to be indented for each category)

Sl.No.	Item with detailed specifications*	Quantity	Estimated Cost

* No specific make/brand of any particular manufacturer/firm should be mentioned in the indent. No separate sheet to be attached for technical specifications. All the specifications should be mentioned in the space provided; the columns may be expanded if required. For proprietary stores, requisite Proprietary Article Certificate (PAC) to be attached.

- I. Installation/Commissioning of the item shall be done :
by: Indenter/Supplier/Manufacturer/Indian Representative or Authorized agent/dealer:
(please mention the appropriate one)
- II. Details: Useful life of the equipment/Availability of :
Spares/Ease of Maintenance/Others:
- III. Delivery Period: (in No. of days/weeks/months) :
- IV. Installation requirements like area, power, civil :
works etc. are ready: (Yes/No)

If No, Expected time by which requirements will be :
completed
- V. List of available vendors with complete contact : 1.....
details like Address Email/Website: (Please give the 2.....
vendors of known reputation and reliability with Past 3.....
Experience (if any)) 4.....
5.....
6.....
- VI. Inspection Schedule for the item: :
- VII. Whether Training required: (Yes/No) :
If yes, give justification/reasons:
- VIII. The Approximate period required for the Equipment :
to become operational from the date of its arrival
- IX. Emergency Purchase Certificate (if any) :

*Certified that the specifications of the equipment laid down in the indent are broad based & do not have any restrictive parameter to suit a particular bidder:

SIGNATURE OF INDENTER

SIGNATURE OF HOD

DATE:

DATE:

CERTIFICATE

It is Certified that the stock is not available in the stores.

Signature Indenter/DR/AR (S&P)

FOR USE BY ACCOUNTS:

1. Verified that the indented item is in the list of items sanctioned by competent authority under Budget Head _____ & the same has been noted in Accounts.

2. Necessary funds are available to process this item.

Nature of item (consumable/non-consumable)	Budget allocated	Total amount of indents (duly revised) including the present	Balance Available

Dealing Assistant

Signature of DR / AR (F&A)

MODE OF TENDERING:

The proposal is to be processed through Limited Tender Enquiry/Open Tender/Single Tender Enquiry/DGS&D/Annual Rate Contract/Proprietary Article Certificate/ Local Purchase (up to Rupees 15,000/-)

Dealing Assisnat

Signature of DR



PROPRIETARY ARTICLE CERTIFICATE (PAC)

(To be submitted by the indenter along with the indent)

Certified that to the best of our knowledge, the items indented vide indent No.....dated.....are manufactured by M/s only.

1. This/These item(s) have unique features which is essential for the Laboratory/Teaching/Research work.
2. No other make or model is acceptable for the following reasons:-

.....
.....
.....

Signature of Indenting Officer/Lab. In-Charge/Principal Investigator

Designation:

School:

Date :



INDIAN INSTITUTE OF TECHNOLOGY BHUBANESWAR

PURCHASE OF GOODS WITHOUT QUOTATIONS

(For Purchase of goods upto the value of Rs. 25,000/-)

I Shri/Ms./Dr., 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.

The fund is to be booked to the budget head: -

Signature of the Indentor/Lab In-Charge

Name & Designation:-

Date:-

Approved by

Head of the School/Principal Investigator



INDIAN INSTITUTE OF TECHNOLOGY BHUBANESWAR

PURCHASE OF GOODS BY THREE MEMBER COMMITTEE

(For Purchase of goods up to the value of Rs. 2.0 Lakh)

We the committee members are satisfied that these goods Purchased are of the requisite quality and specification and have been Purchased from the manufacturer/ their authorized dealer against bills made without calling quotations at a reasonable price.

The fund is to be booked to the budget head: -

Indentor/Lab In-Charge

Member

Member

Name:

Desig.:

Divn. :

Date :

Approved by

Head of the School



INDIAN INSTITUTE OF TECHNOLOGY BHUBANESWAR

EMERGENCY PURCHASE CERTIFICATE

(For Purchase of goods valuing upto Rs.10, 00, 000/- or from Rs.10,00,000/- to Rs. 25,00,000/- lakhs to be furnished by IPC/DPC/PPC)

“Certified that we, members of the Purchase Committee are jointly and individually satisfied that the goods Purchased are of the requisite specification and quality, and have been purchased from a reliable supplier at a reasonable price”

The fund is to be booked to the budget head : -

Indenter:-

Committee members (IPC/DPC/PPC):-

Date:-

Approved by

Deputy Director / Director



Indian Institute of Technology Bhubaneswar

**Tender Document
for
Procurement of _____**

Tender Enquiry No.: _____ Dated: _____

**Indian Institute of Technology Bhubaneswar
Toshali Bhawan, Satyanagar,
Bhubaneswar - 751 007
Tel: 0674- 2576023 Email:dyregistrar@iitbbs.ac.in**

INDEX

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NOTICE INVITING TENDER

Date: _____ -

Sub: Notice Inviting Tenders for procurement of _____.

Indian Institute of Technology Bhubaneswar invites sealed Tenders from reputed Manufacturers/ Authorised Dealers /Bidders for procurement of above mentioned item.

All interested vendors are requested to send their sealed quotation for supply of the above item as per details technical specification given in **Annexure-III**. The general terms and conditions and other details for bidders are at Annexure- **I to II**. **The detail formats are at IV to X. Details of tender are as follows;**

Tender Reference No.	
Last Date and Time for receipt of Tender	
Time and Date for Opening of Technical Bid	
Tender Fee (non refundable)	
EMD (refundable but non-interest bearing)	
Contact Telephone Numbers	
For technical Details Contact through E-mail	

The Tender document and details of terms and conditions can be downloaded from our website www.iitbbs.ac.in & www.tenders.gov.in or the same may be collected from the office of the **Dy. Registrar, Stores & Purchase Section**, of the Institute between 2- 5 PM on any working day (from _____ to _____).

The bid proposals are to be sent in **three separate** sealed envelopes **(i) Technical Bid (ii) Financial/Price Bid (iii) Tender Fee and EMD and kept in one sealed envelope duly superscribed with Tender Reference No. and Tender Notice detail as appended hereunder:**

TENDER FOR SUPPLY OF DIGITAL GRAVIMETER TO INSTITUTE

TENDER REF. NO _____ DATE: _____

LAST DATE FOR SUBMISSION: _____

The Dy. Registrar
Indian Institute of Technology Bhubaneswar
Toshali Bhawan, Satya Nagar,
Bhubaneswar – 751007.

From: M/s _____

Contact No: _____

E-mail ID: _____

Notice Inviting Tender

GENERAL:

1. Indian Institute of Technology Bhubaneswar hereinafter is referred as “BUYER” and Tenderer is referred as “BIDDER”, hereby invites tenders from suppliers confirming specifications of tender documents.
2. **As per Govt. of India Notification No. 51/96Custom dt. 23rd July 1996, Institute is exempted from Custom Duty for all research equipment.** We shall provide all the documents under this notification to enable you to clear the goods without payment of Custom Duty, whenever required. Please state clearly that this certificate is required.
3. **As per Govt. of India Notification No. 10/97CE dt. 1st March 1997, Institute is exempted from Excise Duty for SCIENTIFIC / TECHNICAL INSTRUMENTS WHICH ARE USED FOR RESEARCH PURPOSE ONLY.** We shall provide all the documents under this notification to enable you to clear the goods without payment of Excise Duty, whenever required. Please state clearly that this certificate is required.
4. Any new taxes and duties liable on the subject contract due to change in legislation during the contract period shall be reimbursed subject to the applicability of the said Act to the satisfaction of the purchaser and the production of documentary evidence after availing of statutory concession, benefits etc.
5. The supplier shall pay and bear all other liabilities, taxes and duties not specifically agreed by the Purchaser in the contract.
6. The leaflets catalogue, etc. should be sent invariably so that a proper evaluation of the equipment offered is possible.
7. Please also mention the pre-installation requirements for the equipment like ambient temperature, humidity, weather specifications, power specifications, etc. When items are provided full performance satisfaction should be demonstrated.
8. The price bids of those firms will only be opened who are found to be technically qualified after evaluation. The bids submitted without Tender Fees and/or EMD will be summarily rejected and no further communications in this regards will be entertained. The Institute reserves the right to cancel/reject any or all bids without assigning any reason thereof.
9. **It is stipulated that insurance will be done by us or insurance agency authorized by the Institute after receipt of signed invoice mentioning this purchase order number and date, if the purchase is on FOB/FCA. Offer to be submitted in both FOB/ FCA and CIF basis.**

SUBMISSION OF OFFER:

1. The Quotation MUST BE ENCLOSED IN A SEALED COVER superscribing Tender Number / due date & should reach the undersigned on or before due date mentioned in the tender notice. If the quotation cover is not sealed, it will be rejected.
2. Before the deadline for submission of the bid, The Institute reserves the right to modify the bidding document and to extend or not to extend the date of

submission. Such amendment/modification will be notified to bidders receiving the bidding document in writing or by cable/fax/ email and will also be hosted on the Institute website.

3. Conditional Tenders will be summarily rejected.
4. A bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice signed by the authorized signatory before the date of submission of the bid. Any re-submission or modification in the bid should be submitted before the date & time of submission of bid as originally conveyed in the invitation of bid.
5. No bid may be withdrawn, substituted or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form or any extension thereof.
6. The leaflets/catalogue and standard technical literature etc. of the technical features of the offered equipments must be submitted for proper evaluation.
7. **Warranty/Guarantee:** Minimum one (01) year comprehensive warranty/guaranty of the company, whichever is more from date of satisfactory installation and commissioning. Necessary certificate in this regard should be furnished by the selected firm/company/vendor.
8. **PRICE BID MUST BE SUBMITTED IN ENCLOSED PRICE BID FORMAT ONLY.**
9. Tender should be submitted **in the Tender Box in the office of the Stores & Purchase Section.** No tender is to be handed over to our staff personally unless otherwise specified. All communications are to be addressed to the undersigned only. In case due date happens to be holiday the tender will be accepted and opened on the next working day.
10. Quoting of Price (s):
 - (i) **Price quoted should be in FOB/FCA and CIF/CIP basis only (for Import products only).**
 - (ii) **Price quoted should be in Indian Currency, free delivery at Institute Campus at site (for Indigenous products only).**
11. **Quantity:** The quantity shown in the tender can be increased or decreased to any extent depending upon the actual requirement.
12. Other Govt. Taxes:
 - (i) As and when applicable, Custom Duty (CD), Octroi Charges, other taxes, levies, etc., are to be indicated separately.
 - (ii) VAT/Other Govt. Taxes: Excise Duty (ED), other taxes, levies, like Service Tax (ST), Education Cess, etc., are to be indicated separately. BIDDER should mention Central and State Sales Tax/VAT Registration, PAN Number are to be necessarily indicated in the offer.
13. **Delivery:** The successful BIDDER should deliver the material as per tender document/purchase order. **The successful bidder should emboss stickers of Purchase Order number on the material.** The BIDDER shall indicate the

best and shortest possible delivery period for the supply of the complete machines/equipment from the date of placement of order. A bar chart indicating various activities from the placement of order to commissioning of the machine shall be furnished.

14. **Indian Agent should submit the certificate from the Foreign Principal that they are the Authorized & Registered Indian Agent.** Otherwise submit dealership certificate of the offered product.
15. **Optional items, if any, should be quoted in separate sheet otherwise your quote will be rejected.**

SUPPLEMENTARY /MODIFIED OFFER: Tender submitted against Notice Inviting Tender shall not be returned in case the tender opening date is extended/postponed. BIDDER desirous to modify their offer/terms may submit their revised/ supplementary offer(s) within the extended Tender Opening Date (TOD) by clearly stating to the extent of updating done to the original offer. The Institute reserves the right to open the original offer along with the revised offer.

CANCELLATION OF TENDER: Notwithstanding anything specified in this tender document, Purchaser/Institute in his sole discretion, unconditionally and without assigning any reasons, reserves the rights:

- a) To accept OR reject lowest tender or any other tender or all the tenders.
- b) To accept any tender in full or in part.
- c) To reject the tender offer not confirming to the tenders terms.
- d) To give purchase preference to Public Sector Undertakings whenever applicable as per Govt. Policy/ Guidelines.

TERMS OF PAYMENT:

- (i) **For Imports:-** Payment will be made through Letter of Credit (LC). LC will be opened for 100% of the order value. 90% payment will be released against despatch documents through our authorized banker against 10% PBG, which needs to be submitted before opening of the L.C. and balance 10% will be released against delivery, inspection and successful installation, commissioning and acceptance by the user of the equipment at our site against Performance Security (PS) as mentioned at sub-clause (iii).
- (ii) **For Indigenous:-** (a) Payment within 30 days from the date of delivery and & Acceptance Certificate of concerned Department / Section / Stores & Purchase Section.

(b) Payment shall be made by electronic fund transfer offered by the Bank.

(c) Octroi Charges/Entry Tax: The Institute will issue form 402 (E-Way Bill) on request basis on submission of Tax Invoice.
- (iii) **Performance Security (PS):** Performance Security shall be furnished in the form of Demand Draft (DD) or Bank Guarantee (BG) from a Scheduled

Commercial Bank operating in India. In case of PS, it should be in the prescribed format as per Annexure-V in favour of **Registrar, IIT Bhubaneswar**, to be submitted along with order acknowledgement. The PS should be valid for a period of 60 days beyond the date of completion of installation, commissioning and all contractual obligation of the supplier including the free warranty period.

- (iv) **Liquidated Damages(L.D):** (a) If a firm fails to execute the order in time as per the terms and conditions stipulated therein, it will be open to this Institute to recover liquidated damages for delay in delivery and Installation from the firm at the rate 0.5% of the value of the stores per week subject to a maximum of 10% of the total order value. The L.D charges can be increased in case of gross violation of the Purchase Order terms as decided by the Director of the Institute.
- (b) It will also be open to this Institute alternatively, to arrange procurement of the required stores from any other source at the risk and expense of the firm, which accepted the order but failed to execute the order according to stipulated agreed upon.

VALIDITY OF THE OFFER: 180 Days from the date of submission of offer.

EVALUATION OF OFFER:

1. The Institute will evaluate technical and commercial acceptable offers on landed net price basis.
2. Offer which deviates from the vital conditions (as illustrates below) of the tender shall be rejected:
 - a) Non submission of complete offers.
 - b) Receipt of offers after due date and time and or by email / fax (unless specified otherwise).
 - c) Receipt of offers in open conditions.
3. In case any BIDDER is silent on any clauses mentioned in this tender document, The Institute shall construe that the BIDDER had accepted the clauses as per the invitation to tender.
4. No revision in the terms and conditions quoted in the offer will be entertained after the last date and time fixed for receipt of tenders.
5. In case of two bid system the date and time of Price Bid shall be intimated to technically qualifying bidders only.
6. The Purchaser shall correct arithmetical errors on the following basis:
 - (i) If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit

price, in which case the line item total as quoted shall govern and the unit price shall be corrected.

(ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(iii) If there is a discrepancy between words & figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

7. Selling exchange rate/equivalent to Indian Currency will be as on the date of bid opening in the case of single bidding and the rate on the date of opening of the priced bids in the case of two-part bidding.
8. The comparison between the indigenous and the foreign offers shall be made on FOR destination basis and CIF/CIP basis respectively. However the CIF/CIP prices quoted by any foreign bidders shall be loaded further as under;
 - (a) Towards Customs Duty and other statutory levies-as per applicable rates.
 - (b) Towards custom clearance, inland transportation etc. – 2% of the CIF/CIP value.
9. Where the price quoted on FOB/FCA and CIF/CIP basis are the same, the contract would be made on CIF/CIP basis only.
10. The Purchaser reserves the right at the time of contract award to increase or decrease the quantity of goods and services originally specified in the tender document without any change in unit price or other terms and conditions. Further, at the discretion of the purchaser, the quantities in the contract may be enhanced by 30% within the delivery period.
11. **REASONABILITY OF PRICES:**
 - a) **The quoting party should give a certificate to the effect that** the quoted prices are the minimum and they have not quoted the same item on lesser rates than those being offered to the Institute to any other customer nor they will do so till the validity of offer or execution of the purchase order, whichever is later.
 - b) Copies of **at least last three supply orders of the last 3 years** received from other customers along with details of such supply orders preferably in India for the same item/model **must be submitted with the offer if they have any**, giving reasons of price difference of their supply order & those quoted to us, if any. Non-submission of such Purchase Order copies may lead to rejection of their bid.
 - c) The party must give details of identical or similar equipment, if any, supplied to any IIT labs during last three years along with the final price paid and Performance Certificate from them.
 - d) A client list along with the satisfactory installation certificate of similar equipment supplied to Govt./ Semi govt./ reputed private Institute must be submitted, without which their offer may not be considered for evaluation and rejected.

12. **ANNUAL MAINTENANCE CHARGES:** The party **must** mention in the quotation, the rate/amount of annual maintenance charges, if we opt for maintenance contract after expiry of the warranty period. This is mandatory to mention, wherever applicable. Non-submission of the same will lead to rejection of the bid.

SPECIFICATION AND SAMPLE

The suppliers shall supply the stores in accordance with the specifications/ descriptions of stores given in the acceptance of tender. The Purchaser reserved the rights to alter the description of stores including drawings given in the acceptance of tender. In the event any such alteration results in any implication to the deliver and price, such implication shall be mutually agreed between the Purchaser and Supplier. In case certified sample has been issued by the Purchaser and the specifications / drawings also exist in the acceptance of tender then the certified sample will govern the supply to the extend of material, workmanship and finished.

TRANSFER AND SUBLETTING: The seller shall not sublet, transfer, assign or otherwise part with the acceptance to the tender or any part thereof, either directly or indirectly, without the prior written permission of the Purchaser.

FORCE MAJEURE: Force Majeure will be accepted on adequate proof thereof.

PACKING: The suppliers shall be responsible for the material being properly packed for the transport by Road/Air/Sea (as the case may be) so as to ensure there being free from lost or damage or arrival at destinations.

SUPERVISION OF ERECTION, COMMISSIONING & INSTALLATION:

Successful BIDDER shall depute concerned specialist, for supervision of erection & commissioning of the machine to be carried out as and when necessary. The successful BIDDER shall make necessary arrangement at their own expenses for stay, transport and other expenses of their specialist during their stay at BBSR which also includes imparting training to the Institute personnel. The installation job must be completed within 30 days of delivery of the equipment/ machinery. L.D charges shall also be applicable to delay in installation also.

EARNEST MONEY DEPOSIT(EMD);

1. While submitting bid, the BIDDER shall deposit an amount mentioned in tender document as Earnest Money, with the Institute through the following instruments:

- (i) A crossed Bank Draft in favour of “Registrar, IIT Bhubaneswar” shall be submitted separate sealed envelope along with the quotation.
- (ii) A confirmed Bank Guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the Institute shall be treated as conclusive proof of payment.

2. The Earnest Money shall be valid upto a period of 180 days or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

3. No interest shall be payable by the BUYER to the BIDDER on Earnest Money for the period of its currency.

4. In case of successful BIDDER, EMD will be returned within 30 days from the date of submission of Performance Bank Guarantee.

5. SSI/NSIC units are exempted for submitting EMD as per GOI order. **Such firms are requested to submit the cost of tender which shall not be considered for exemption.** SSI/ NSIC registration certificate in support of the claim to be attached to the bid mandatorily, failing which offer shall be rejected.

6. EMD of a Tender will be forfeited, if the bidder withdraws or amends or modified in tender or impairs or derogates from the tender in any respect within the period of validity of its tender. Further, if the successful bidder fails to furnish the required Performance Security within the specified period and does not comply to PO terms and fails to deliver the stores, its EMD will be forfeited.

INSTALLATION & TRAINING: (i) Equipment to be delivered in test ready condition. Calibration of the equipment must be done at the time of Installation. Room planning including but not limited to civil and electrical work will be executed by the Principal. The Institute will provide the main power supply and necessary space only. The Principal must submit the **pre-installation** requirement along with the tender document.

(ii) The BIDDER shall submit training proposal for the operation and maintenance to the personnel of the Institute on the offered machine.

RELOCATION: The manufacturer has to stand guarantee for the relocation of the system once the permanent campus of the Institute gets ready for operation. They must be in a position to dismantle the setup in the present campus and re-install it to the new campus, when asked for to do so at free of cost.

LEGAL MATTER: All Domestic and International disputes are subject to Bhubaneswar Jurisdiction Only.

**Dy.Registrar/Asst. Registrar
IIT Bhubaneswar**

(to be printed on Supplier's letterhead)

INTEGRITY PACT

General

This pre-bid pre-contract Agreement hereinafter called the Integrity Pact is made on day of the month of, between, on one hand, the President of India acting through Registrar, Indian Institute of Technology, Bhubaneswar hereinafter called the “BUYER” of the first part and M/s.....represented by Shri,Director /Chief Executive Officer/ General Manager hereinafter called the “BIDDER/Seller” of the second part.

WHEREAS the BUYER proposes to procure(Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Autonomous Body/Department of the Government of India performing its functions on behalf of the President of India.

NOW, THEREFORE, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to enabling the BUYER to obtain the desired said stores / equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any

such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the Buyer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official (s) is reported by the BIDDER to the BUYER, with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS :

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, consideration, gift, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.

3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/ authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate

or in any way to recommend to the BUYER, or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term relative for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India, that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money Deposit

5.1 While submitting bid, the BIDDER shall deposit an amount mentioned in tender document as Earnest Money, with the Institute through the following instruments:

(i) A confirmed Bank Guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the Institute shall be treated as conclusive proof of payment.

5.2 The Earnest Money shall be valid upto a period of 180 days or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 No interest shall be payable by the BUYER to the BIDDER on Earnest Money for the period of its currency.

5.4 In case of successful BIDDER, EMD will be returned within 30 days from the date of submission of Performance Bank Guarantee.

6. SECURITY DEPOSIT /PERFORMANCE GUARANTEE:

6.1 Performance Bank Guarantee is mandatory.

6.2 Successful tenderer/ bidder should submit performance guarantee as prescribed above to be received in the office of Dy. Registrar, Stores & Purchase Section on or before 30 days from the date of issue of order acknowledgement. The performance bank guarantee to be furnished in the form of Bank Guarantee as per Annexure-V of the tender documents, for an amount covering 10% of the purchase order value.

6.3 The Performance Bank Guarantee should be established in favour of “**Registrar, IIT Bhubaneswar**” through any Bank situated at Bhubaneswar or outstation with a clause to enforced the same on their local branch at Bhubaneswar.

6.4 Performance Bank Guarantee shall be for the due and faithfully performance of the contract and shall remain binding, notwithstanding such variations, alterations for

extensions of time as may be made, given, conceded or agreed to between the successful tenderer and the purchaser under the terms and conditions of acceptance to tender.

6.5 The successful tenderer is entirely responsible for due performance of the contract in all respects according to the speed, intent and meaning of the terms and conditions and specification and all other documents referred to in the acceptance of tender.

6.6 The performance bank guarantee shall be kept valid during the period of contract and shall continue to be enforceable for a period of two years from the date of order acknowledgement.

7. Sanctions for Violations

7.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bank Guarantee (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

iii) To immediately cancel the contract, if already signed without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at **2% higher than the LIBOR**. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance guarantee/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of two years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this pact by the BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bank Guarantee in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

7.2 The BUYER will be entitled to take all or any of the actions mentioned at para 7.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

7.3 The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent monitor(s) appointed for the purposes of this pact.

8. Fall Clause

8.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU and if it is found at any stage that similar product/system or subsystem was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

9. Independent monitors

9.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this pact in consultation with the Central Vigilance Commission (Chief Vigilance Officer, Indian Institute of Technology Bhubaneswar).

9.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

9.3 The Monitor shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.

9.4 Both the parties accept that the Monitor have the right to access all the documents relating to the project/procurement, including minutes of the meetings.

9.5 As soon as the Monitor notices, or believes to notice, a violation of this pact, he will so inform the Authority designated by the BUYER.

9.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

9.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

9.8 The Monitor will submit a written report to the designated Authority of BUYER/ Secretary in the Department/within 08 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

10. Facilitation of Investigation

In case of any allegation of violation of any provisions of this pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information & documents in English and shall extend all possible help for the purpose of such examination.

11. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and Jurisdiction is the Seat of the BUYER.

12. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

13. Validity

13.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/ Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2 Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact.

BUYER

BIDDER

Registrar, IIT Bhubaneswar

Signature with seal

Date & Place:

Date & Place:

Witness

Witness

1. _____

1. _____

(Indenter)

2. _____

2. _____

Annexure III

Quantity:- One

Technical Specification for _____

FORMAT FOR EARNEST MONEY DEPOSIT / BID SECURITY

(To be typed on Non-judicial stamp paper of the value of Indian Currency of One Hundred) (TO BE ESTABLISHED THROUGH ANY OF THE NATIONALISED BANKS (WHETHER SITUATED AT BHUBANESWAR OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT BHUBANESWAR OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT BHUBANESWAR. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED)

LETTER OF GUARANTEE

To,
Registrar,
Indian Institute of Technology Bhubaneswar,
Satya Nagar, Bhubaneswar – 751007

IN ACCORDANCE WITH YOUR TENDER for supply of M/s.
(hereinafter called the “Bidder”) having its Registered Office at
wish to participate in the said bid for the supply as
an irrevocable Bank Guarantee against Earnest Money Deposit for an amount of Rs.
..... (Rupees.....) valid up to **(180 days from the
date of issue of Bank Guarantee)**, is required to be submitted by the bidder as a
condition precedent for participating in the said bid, which amount is liable to be
forfeited by the Purchaser on (1) the withdrawal or revision of the offer by the bidder
within the validity period, (2) Non acceptance of the Letter of Indent / Purchase order
by the Bidder when issued within the validity period, (3) failure to execute the contract
as per contractual terms and condition with in the contractual delivery period and (4)
on the happening of any contingencies mentioned in the bid documents.

During the validity of this Bank Guarantee:

We,(Bank name) having its Registered Office at
.....guarantee and undertake to pay immediately on first demand by
..... the amount of Rs..... (Rupees.....)
without any reservation, protest, demur and recourse. Any such demand made by the
Institute shall be conclusive and recourse. Any such demand made by the purchaser
shall be binding on the Bank irrespective of any dispute or difference raised by the
Bidder.

The Guarantee shall be irrevocable and shall remain valid up to(180
days from the date of issue of Bank Guarantee) If any further extension is required, the
same shall be extended to such required period on receiving instruction form the
Bidder, on whose behalf the is Guarantee is issued.

Notwithstanding anything contained herein:

i. Our liability under this Bank Guarantee shall not exceed Rs.....
(Rupees.....) .

ii. This Bank Guarantee shall be valid up to(date).

iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or before (date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office atsituated at (Address of local branch).

Yours truly,

Signature and seal of the guarantor:

Name of Bank:

Address:

Date:

Instruction to Bank: Bank should note that on expiry of Guarantee Period, the Original Guarantee will not be returned to the Bank. Bank is requested to take appropriate necessary action on or after expiry of guarantee period.

FORMAT FOR PERFORMANCE BANK GUARANTEE

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred) (TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT BHUBANESWAR OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT BHUBANESWAR OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT BHUBANESWAR. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.)

To,
Registrar,
Indian Institute of Technology Bhubaneswar,
Satya Nagar, Bhubaneswar – 751007

LETTER OF GUARANTEE

WHEREAS Indian Institute of Technology Bhubaneswar, Bhubaneswar (Buyer) have invited Tenders vide Tender No..... Dt.for purchase of AND WHEREAS the said tender document requires that any eligible successful tenderer (seller) wishing to supply the equipment /machinery etc. in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of “**Registrar, Indian Institute of Technology Bhubaneswar, Bhubaneswar**” in the form of Bank Guarantee for Rs and valid till **two years** from the date of issue of Performance Bank Guarantee may be submitted within 30 (Thirty) days from the date of acceptance as a successful bidder.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said tenderer (seller) failing to abide by any of the conditions referred in tender document / purchase order / performance of the equipment / machinery, etc. this bank shall pay to Indian Institute of Technology, Bhubaneswar on demand and without protest or demur Rs (Rupees.....).

This bank further agrees that the decision of Indian Institute of Technology, Bhubaneswar (Buyer) as to whether the said Tenderer (Seller) has committed a breach of any of the conditions referred in tender document / purchase order shall be final and binding.

We, (name of the bank & branch) hereby further agree that the guarantee herein contained shall not be affected by any change in the constitution of the Tenderer (Seller) and/ or Indian Institute of Technology Bhubaneswar, Bhubaneswar(Buyer).

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs. (Indian Rupees only).

2. This Bank Guarantee shall be valid up to(date) and

3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if Institute serve upon us a written claim or demand on or before(date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at situated at (Address of local branch).

Yours truly,

Signature and seal of the guarantor:

Name of Bank:

Address:

Date:

Instruction to Bank: Bank should note that on expiry of Guarantee Period, the Original Guarantee will not be returned to the Bank. Bank is requested to take appropriate necessary action on or after expiry of bond period.

**MANDATE FORM FOR ELECTRONIC FUND TRANSFER/RTGS
TRANSFER**

Date: / /

The Registrar
Indian Institute of Technology Bhubaneswar
Samantapuri
Bhubaneswra-751013

Sub: Authorization for release of payment / dues from Indian Institute of Technology Bhubaneswar through Electronic Fund Transfer/RTGS Transfer.

1. Name of the Party/Firm/Company/Institute:
2. Address of the Party:

City_____Pin
Code_____
E-Mail ID_____Mob
No:_____

Permanent Account
Number_____

3. Particulars of Bank

Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No			
(9 Digit number appearing on the MICR Bank of the Cheque supplied by the Bank, Please attach a Xerox copy of a cheque of your bank for ensuring accuracy of the bank name , branch name and code number)			
IFS Code:(11 digit alphanumeric code)			
Account Type	Savings	Current	Cash Credit
Account Number:			

DECLARATION

I hereby declare that the particulars given above are correct and complete. If any transaction delayed and not effected for reasons of incomplete or incorrect information I shall not hold Registrar, Indian Institute of Technology Bhubaneswar responsible. I also undertake to advise any change in the particulars of my account to facilitate updating of records for purpose of credit of amount through NEFT/RTGS Transfer.

Place:_____

Date:_____

Signature & Seal of the Authorized Signatory of the Party

Certified that particulars furnished above are correct as per our records

Bankers Stamp:

Date:_____

Signature of the Authorized Official from the Bank

N.B: Please fill in the information in CAPITAL LETTERS, computer typed; please TICK wherever it is applicable.

MANUFACTURERS' AUTHORIZATION FORM

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.: *[insert number from Invitation For Bids]*

To: *[insert complete name and address of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with **Clause 07** of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Annexure VIII

PRICE BID
For Indigenous suppliers

Reference/Tender No.:-

Due Date:-

Sl. No	Description of item & specification	Qty In Units	Unit Price	Discount %	Excise/ Custom Duty %	CST/VAT	Octroi %	Other charges if any please specify details	Total Price
Grand Total									

1. Delivery Mode:- Delivery at Institute, at site only.

Total price bis in the above column should be inclusive of all taxes and levies transport, loading, unloading etc.

Delivery Period:.....days

Validity of the bid 180 days from the date of submission of quotation/tender.

2. Terms of payment: Payment within 30 days from the date submission of bill Acceptance Certificate to concerned department/section/S&P section.

Signature:.....
.....

Name
:.....
....

Business Address:
.....

Affix Rubber
Stamp:.....

Place:

Date:

Note:- Price Bid should be submitted in given format only. For additional information/extra items above format may be typed and used.

Annexure IX

PRICE BID
For Imported suppliers

Reference/Tender No.:-

Due Date:-

Sl. No.	Short Description of items & Specification	Qty In Units	Price Basis FOB/FCA	Shipping Charges	CIF Value	Total Bid Price
1						
Grand Total						

1. Delivery Period:.....days

2. Terms of payment:

(a) 100% payment by letter of Credit 90% payment will be released on receipt of the documents without any discrepancies and balance 10% will be paid after satisfactory installation and commissioning.

(b) Agency Commission: Payment will be made after receipts/satisfactory Installation, testing & commissioning of item.

(c) Payment by wire transfer (on request) within 30 days from the date of supply and installation of item.

3. Validity of the bid 180 days from the date of submission of quotation/tender.

4. Mode of Shipment:

5. Bidders must quote both Ex-works, FCA/ FOB & CIF/CIP value separately. Offer shall be placed on FCA/ FOB only.

Signature:.....

Name

Business Address:

Affix Rubber Stamp:.....

Place:

Date:


PREVIOUS SUPPLY ORDERS FORMAT

Name of the Firm:

Order placed by {Full address of Purchaser}	Order No. and Date	Description and quantity of ordered equipment	Value of order	Date of completion of delivery as per contract	Date of actual completion of delivery	Remarks indicating reasons for late delivery, if any and justification for price difference of their supply order & those quoted to us.	Has the equipment been installed satisfactorily? (Attach a certificate from the Purchaser/ Consigner)	Contact person along with telephone No. Fax No. E mail address

Signature and Seal of the Manufacturer/ bidder

Place:
Date:

	<p>INDIAN INSTITUTE OF TECHNOLOGY BHUBANESWAR BHUBANESWAR-751007, ODISHA, INDIA PH: 0674-2576198, FAX NO. 0674-2570031 www.iitbbs.ac.in & www.iitbbs.gov.in</p>
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LIMITED TENDER ENQUIRY

ENQUIRY NO.

DATE:

To,

Dear Sirs,

Sub.: Request for Quotation for Procurement of

:

Last date of submission:

Date of Opening :

Tender Fees:- Rs. () & Bid Security:- Rs. ()

You are requested to quote for the following items sealed in **single bid** superscribing the cover with "**Quotation for Procurement of _____**" against Enquiry No. dated . **Date of opening _____ at _____**. The outer cover should bear only the addresses. Offer with complete details on the following should reach this office (as stated below) on or before _____ **at _____** . **Quote as per attached Annexure I.**

You are requested to kindly go through the detailed instructions and terms & conditions mentioned below and overleaf and submit your most competitive offer by the last date and time of submission cited above.

INSTRUCTIONS

1. Please mention the enquiry no. & due date on the top of the envelope.
2. Please submit copy of your Income Tax Number and copies of PAN with your offer.
3. The offer must be submitted in single bid. Tender should be dropped in the tender box kept in the office of IIT Bhubaneswar at Store & Purchase Section, Toshali Bhawan, Satyanagar, Bhubaneswar only. No Tender is to be handed over to our staff personally. All tenders/quotations should be sent to the following address: **The Deputy Registrar, IIT Bhubaneswar, Toshali Bhawan, Satyanagar, Bhubaneswar.**

4. Tenders/Quotations must be sent sufficiently in advance so that it reaches us on or before the due date and time. Quotation received after the due date & time will not be considered.
5. Quotation document (s) and all enclosures must contain the signature of the competent authority of the firm.
6. The firm quoting for above mentioned items should be the authorized dealer of the manufacturer. Copy of authorization certificate should be enclosed with the quotation. Offers submitted without proper authorization shall be rejected summarily.
7. The Bank/RTGS detail must be submitted along with the quotations /Tenders on the letter head. A Scan copy of the cancelled cheque can also be attached for verification of IFSC code (if required).

A. Terms & Conditions : Indigenous Bids

The offer must comprise of the following failing which it will be treated as non responsible hence rejected:

1. The basic price must not be higher than price of the principal, if any additional accessories required, as per enquiry, it must be quoted separately. Price list in case of proprietary items must be submitted.
2. **Tender fees (compulsory & non-refundable) Rs. _____ (_____)** and **Bid Security (refundable) Rs. _____ (_____)** to be submitted in the form of Demand Draft or BG from any Nationalized Bank in favour of the Registrar, IIT Bhubaneswar payable at Bhubaneswar. **Bids received without Bid Security, tender fees, Bank mandate form and other essential documents will be rejected. BID SECURITY SHOULD BE ATTACHED WITH THE QUOTATION.**
3. **Forfeiture Bid Security:** Bid Security of a tender will be forfeited, if the bidder withdraws or amends or modified in tender or impairs or derogates from the tender in any respect within the period of validity of its tender. Further if the successful bidder fails to furnish the required performance security within the specified period of its Bid Security will be forfeited.
4. **NSIC/SSI/SME Units are exempted for submitting Bid Security as per Govt. Of India order. Such firms are requested to submit the cost of tender which shall not be considered for exemption.**
5. **Performance Bank Guarantee:** The firm has to submit a performance bank guarantee of 10% of the total order value to be submitted before release of final payment and after successful installation and commissioning of the equipment in the form bank guarantee valid for 2 months beyond the warranty period.
6. **Conditional tenders will not be accepted.**
7. **Late and delayed quotation:** Late and delayed tender will not be considered. If, in any case, unscheduled holiday occurs on prescribed closing/opening date, the next working day shall be the prescribed date of closing/opening. It will be the sole responsibility of the firm that quotation should reach on or before the due date and time.
8. **Pre-installation Requirement:** The bidder should mentioned pre-installation requirements for the equipment like ambient temperature, humidity, whether specification, power specifications, etc., when items are provided full performance satisfactions, should be demonstrated.
9. **Entry tax:** Entry tax, if applicable will be borne by the institute subject to submission of actual bill.
10. **E-Waybill:** E-Waybill issued by the institute against the invoice of the vendor. Kindly note down that waybill once issued will not be changed under any circumstances. Vendors are requested to obtain Way bill only after the consignment is ready for delivery. Way bill once issued will not be issued again under any circumstances. If any amendment required due to any reason the cost incurred will be borne by the Vendor.
11. The %age of taxes must be either inclusive/extra in exact figure (should not be as applicable) against Concessional Sales Tax Certificate not against 'C/D' form along with CST, JST/VAT/TIN No.(s)
12. Authorization Dealer Certificate of Principal.
13. The exact days of delivery period, installation & commissioning schedule.
14. The exact figure of %age of discount offered.
15. The quoted price (final offer) must be F.O.R. i.e. IIT Bhubaneswar, Toshali Bhawan, Satyanagar, Bhubaneswar including Packing & Forwarding, Freight, and Insurance etc. with detail break-up.

16. Packing, Forwarding, Transporting, Postage/Courier, Octroi, Freight, Insurance, Any Certificate(s), Extra Warranty, Installation, Commissioning any, Any levy, Any other charge(s) must be mentioned clearly.
17. The quotations must be neatly typed or computer printed. **Hand written offer will be rejected.** Quotations must carry the numbers of sales tax / VAT / TIN invariably on the top.
18. **Specification and Make:** Quotation should be given for the exact specification and make as shown in the enquiry against Sl. No. of the item., if in the view of the supplier there is any other alternative item which can serve out purpose, quotation may also be given for the same separately client list along with the order copy of similar equipment supplied to any IITs / any Govt. Organization including detail of price & all charges must be attached.
In the case of items quoted having specifications different than those mentioned in the enclosed Tender format, kindly submit the information and the prices in the same format but on additional Sheet.
19. **Taxes:** As per Govt. Notification No. 10/97-CE dt 01.03.97, IIT's is exempted from payment of Excise duty. We shall provide all the documents under this notification to enable you to clear the goods without payment of Excise duty, wherever required. Please state clearly that this Certificate is required
20. **Delivery:** Locally made items should be supplied on the basis of free delivery at IIT-Bhubaneswar, **Address of Toshali Bhawan, Satyanagar, IIT Bhubaneswar.** Items manufactured outside Bhubaneswar should be supplied on the basis of door delivery on working days.
21. The date of delivery should be strictly adhered to failing which the purchase order is liable to be cancelled. Penalty may be imposed as per P.O. terms & conditions. Goods should be securely, safely and adequately packed & dispatched at the risk of supplier and packing costs quoting this order reference should be kept in all package. Local firms are requested to deliver the goods in our stores before 3.00 PM on any working day.
22. **Validity Period:** The validity period of the offer should be clearly specified. It should be at least for **180 days** from the last date of submission of quotations.
23. **Rate Contract:** If any of the Stores mentioned are already under DGS & D rate contract, you are requested to give us the advantage of the contract rates as ours is an Educational & Research Institute sponsored by the Government of India.
24. **Payment:** Full payment within 30 days from the date of received, tested/inspected/commissioned and found satisfactory with regard to quality, quantity and specifications ordered against 10% PBG.
25. **Guarantee/ Warranty:** The equipment should be guaranteed against any manufacturing defect for a period of at least 12 months or as per OEM from the date of successful installation as authorize mentioned. In case any part or whole of the equipment is found to be defective during the guarantee period, then the same will have to be replaced/repaired free of cost at our premises.
26. **Liquidated Damages:** As time is the essence of this order, the date of delivery should be strictly adhered to, otherwise the delivery in full or in part may not be accepted and penalty for late delivery will be imposed @ 0.5% per week subject to a maximum of 10% of the total value of supply order & beyond 10% subject to approval of Director IIT Bhubaneswar. In case of delay in installation the same rate of penalty shall be leviable. In case of cancellation of order no compensation will be paid towards progress of order/procurement.
27. All communications are to be addressed to the undersigned only. Any kind of canvassing visit to the Institute Premises for enquiry of the status of the tender without prior permission may lead to rejection of the bid.
28. IIT Bhubaneswar reserves the right to accept or reject or cancel any or all enquiries or quotations at any stage without assigning any reason thereof.
29. For any dispute, the place of jurisdiction shall be Bhubaneswar, India only.

B. Additional Terms & Conditions : Import Bids

Following terms besides the above mentioned terms will be applicable in case of foreign purchases:

1. **Rates:** Quoted rates should be separately in FCA/FOB/CIF terms and charges to be stated in the following break- up:
 - Ex-works value
 - Forwarding or Packing Charges if any
 - Total FOB/FCA value.
 - For CIF
 - (i) Insurance.
 - (ii) Freight
 - (iii) Total CIF price up to Kolkata Airport/ Seaport.

2. **Payment:** Payment will be made through Letter of Credit/ wire transfer subject to submission of 10% performance bank guarantee (the bank guarantee should be executed by a bank of international repute duly confirmed by State Bank of India or a bank Guarantee executed by State Bank of India or any nationalized bank of India in addition to the points mentioned above at **clause no. 5**). L.C will be opened for 100 % amount after receipt of order acknowledgement and performance bank guarantee but 90% payment will be released on receipt of the documents without any discrepancies and balance 10% payment will be paid after completion of satisfactory installation and commissioning. In case of wire transfer 90% payment will be released on receipt of the materials subject to receiving of original documents at our end and balance 10% payment will be paid after completion of satisfactory installation and commissioning. **Please mention your bank detail at the time of order acknowledgement as attached Annexure - III.**

3. **Customs Duty:** The Institute is **exempted** from payment of Customs Duty vide GOI Notification No.51/96-Customs, dated 23.07.96, with Regn. No. TU/V/RG-CDE(1105)/2012, dated 14.09.2012.[CUSTOMS DUTY EXEMPTION CERTIFICATE WILL BE MADE AVAILABLE BY THE INSTITUTE WHERE EVER APPLICABLE AND REQUESTED IN THE BID.

4. **Agency Commission:** The percentage of agency commission on ex-works value to be paid to Indian agent in equivalent Indian Currency will have to be clearly stated in the quotation wherever applicable. If no agency commission needs to be paid, the vendor is requested to mention "NIL" against agency commission.

5. **Imported Items:** Quotations for imported items on forward delivery basis against our Import License should be on the basis of F.O.B/ CIF International airport of the country of origin.

6. **While submitting the necessary documents, the Certificate of Origin must be obtained from Chamber of Commerce.**

7. **Insurance: Insurance coverage will be done by us or insurance agency authorized by the institute after receipt of signed invoice mentioning this purchase order number and date, if the purchase is on FOB/FCA.**

8. **Bank Charges:**
 - a. Bank charges inside India will be borne by IIT Bhubaneswar account and outside India by the beneficiary account.
 - b. L.C. amendment charges due to mistake on the part of the supplier, if any, will have to be borne by the supplier.

Yours faithfully,

Deputy Registrar/Asst. Registrar
dyregistrar@iitbbs.ac.in
Ph: 0674-2576023/2576010

ENQUIRY NO.

DATE:

Annexure-I

TECHNICAL SPECIFICATION

Name of the Equipment	Technical Specifications and Desirable Features	Quantity

Tender Format-1
PRICE BID
(For Indigenous Items)

Tender Reference No.:

Date:

Sl. No.	Particulars	Price
1.	Description of Item & Specification	
2.	Qty.	
3.	Unit Price	
4.	Discount %	
5.	CST/VAT %	
6.	Excise/Custom Duty %	
7.	Octroi %	
8.	Installation & Commissioning Charges	
9.	Relocation Charges	
10.	Charges for Training	
11.	Any Other Charges	
12.	Total Price	

- 1) Delivery Mode: Free Delivery at IIT Bhubaneswar site.
- 2) Total Bid price should be inclusive of all taxes and levies, transportation, loading, unloading, etc.
- 3) Delivery Period: Days.
- 4) Validity Date: Maximumdays from the date of opening of technical bid.
- 5) Payment Term: Payment term within 30 days from the date submission of bill Acceptance Certificate to concerned School/ Dept.

PAN No.:

VAT/ TIN Registration No.:

Signature:

Name:

Bank Address:

Affix Rubber Stamp:

Place:

Date:

Tender Format-2
PRICE BID
(For Imported Items)

Tender Reference No.:

Date.

SI. No.	Particulars		Price
1.	Description of Item & Specification		
2.	Qty.		
3.	Unit Price		
4.	Ex-work price		
	FOB / FCA (NAMED PORT OF SHIPMENT)		
	CIP/ CIF (NAMED PLACE OF DELIVERY)		
5.	Charges for Insurance & Transportation to Port/Place of Destination (If any)	Air	
		Ocean	
6.	Installation , Commissioning and Training Charges (If any)		
7.	Total Price at Destination Airport (CIF)		
8.	Other Charges (If any)		
9.	Custom Duty*		
10.	Price for Destination at IIT Bhubaneswar		

Note: * Please read Clause No. 3 of Additional Terms & Conditions: Import Bids

1. Delivery Period: Days.
2. Validity of the quotation should bedays from the date of opening of technical bid.
3. Agency Commission: Indian Agent's Commission is to be quoted separately (if applicable) beside F.O.B. price. (In case no agent is involved please mention clearly in writing). Payment will be made to the Indian agent in rupees after successful installation, testing & Commissioning of the instrument.
4. Terms of Payment:
 - a) As mentioned above.

Signature:

Name:

Business Address:

Affix Rubber Stamp:

Place:

Date:

MANDATE FORM FOR ELECTRONIC FUND TRANSFER/RTGS TRANSFER

Date: / /

To
The Registrar,
Indian Institute of Technology Bhubaneswar,
Toshali Bhavan, Satyanagar, Bhubaneswar-751 007.
Sub: Authorization for release of payment / dues from Indian Institute of Technology,
Bhubaneswar through Electronic Fund Transfer/RTGS Transfer.

1. Name of the Party/Firm/Company/Institute:
2. Address of the Party:
City _____ Pin Code _____

E-Mail ID _____ Mob No: _____

Permanent Account Number _____

3. Particulars of Bank:

Bank Name:		Branch Name:	
Branch Place:		Branch City:	
PIN Code:		Branch Code:	
MICR No.:			
(9 Digit number appearing on the MICR Bank of the Cheque supplied by the Bank, Please attach a Xerox copy of a cheque of your bank for ensuring accuracy of the bank name , branch name and code number)			
IFS Code:(11 digit alpha numeric code)			
Account Type	Savings	Current	Cash Credit
Account Number:			

DECLARATION

I hereby declare that the particulars given above are correct and complete. If any transaction delayed and not effected for reasons of incomplete or incorrect information I shall not hold Registrar, Indian Institute of Technology Bhubaneswar responsible. I also undertake to advise any change in the particulars of my account to facilitate updating of records for purpose of credit of amount through NEFT/RTGS Transfer.

Place: _____

Date: _____

Signature & Seal of the Authorized Signatory of the Party

Certified that particulars furnished above are correct as per our records

Bankers Stamp:

Date: _____

Signature of the Authorized Official from the Bank

N.B: Please fill in the information in CAPITAL LETTERS, computer typed; please TICK wherever it is applicable.

BID SECURITY FORM

Whereas _____(hereinafter called the tenderer”) has submitted their offer dated _____ for the supply of _____ (hereinafter called the tender”) Against the purchaser’s tender enquiry No. _____ KNOW ALL MEN by these presents that WE _____ of _____ having our registered office at _____ are bound unto _____(hereinafter called the “Purchaser”)

In the sum of-----for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20_____.

THE CONDITIONS OF THIS OBLIGATION ARE:

1. If the tenderer withdraws or amends, impairs or derogates from the Tender in any respect within the period of validity of this tender.
2. If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:
3. If the tenderer fails to furnish the Performance Security for the due Performance of the contract.
4. Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch



INDIAN INSTITUTE OF TECHNOLOGY BHUBANESWAR

SINGLE TENDER CERTIFICATE

(For procurement from a single source basis only during emergency)

The items indented are necessarily to be Purchased from
M/s.....for the following
reasons:.....

(Signature with date and designation of the
Indenting Officer/Lab In-Charge/Principal Investigator)

Date :

Recommended by

Head of the School



INDIAN INSTITUTE OF TECHNOLOGY BHUBANESWAR

DRAFT PURCHASE ORDER

Purchase Order No. _____

Date: _____

To

Subject: - _____ - Reg.

Reference: No. _____ Date: _____

Dear Sir,

With reference to your above offer, purchase order for the following _____ is being placed with your Company in accordance with the terms and conditions mentioned overleaf:-

Sl. No.	Item Description	Qty.	Unit Price (Rs./FC)	Amount (Rs./FC)
1.				
2.				
3.				
Basic Value:				
Less: Discount (if any):				
Add: Taxes (if any):				
Total Amount:				

Amount in words:(Rupees _____ Only)

Terms & Conditions:

a) Prices:

b) Delivery Address/Invoice to be in the name of/No. of copies of challans & Documents

c) Marking:

1. Taxes: VAT/CST/Octroi/Entry Tax etc.

2. Freight:

3. Packing & Forwarding/Loading Unloading Cost:

4. Warranty:

5. Performance Security/Bank Guarantee:

6. Delivery Period:

7. Terms of Payment:

8. Liquidity Damages:

9. Acceptance:

10. For Foreign Purchases: Freight Forwarder, Insurance, Agency Commission, Installation and Technical Support, Bank Charges, Documents, Shipment, details as required for Foreign Purchases.

Signature of Indentor

MANUFACTURERS' AUTHORIZATION FORM

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.

Date: [insert date (as day, month and year) of Bid Submission]

Tender No.: [insert number from Invitation for Bids]

To: [insert complete name and address of Purchaser]

WHEREAS

We [insert complete name of Manufacturer], who are official manufacturers of [insert type of goods manufactured], having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following goods, manufactured by us [insert name and or brief description of the Goods], and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance of the general conditions of contract, with respect to the goods offered by the above firm.

Signed: [insert signature(s) of authorized representative(s) of the Manufacturer]

Name: [insert complete name(s) of authorized representative(s) of the Manufacturer]

Title: [insert title]

Duly authorized to sign this Authorization on behalf of: [insert complete name of Bidder]

Dated on _____ day of _____, _____ [insert date of signing]
& Designation

BANK GUARANTEE FORMAT FOR FURNISHING BID SECURITY (EMD)
(On non-judicial stamp paper of appropriate value)

To,
The Registrar
Indian Institute of Technology Bhubaneswar
Bhubaneswar – 751013

IN ACCORDANCE WITH YOUR TENDER for supply of....., M/s.(hereinafter called the “Bidder”) having its Registered Office at....., wish to participate in the said bid for the supply as an irrevocable Bank Guarantee against Earnest Money Deposit for an amount of Rs. (Rupees.....) valid up to (180 days from the date of issue of Bank Guarantee), is required to be submitted by the bidder as a condition precedent for participating in the said bid, which amount is liable to be forfeited by the Purchaser on (1) the withdrawal or revision of the offer by the bidder within the validity period, (2) Non acceptance of the Letter of Indent / Purchase order by the Bidder when issued within the validity period, (3) failure to execute the contract as per contractual terms and condition with in the contractual delivery period and (4) on the happening of any contingencies mentioned in the bid documents.

During the validity of this Bank Guarantee :

We,.....(Bank name) having its registered Office at guarantee and undertake to pay immediately on first demand by the amount of Rs..... (Rupees.....) without any reservation, protest, demur and recourse. Any such demand made by the IIT Bhubaneswar shall be conclusive and recourse. Any such demand made by the purchaser shall be binding on the Bank irrespective of any dispute or difference raised by the Bidder. The Guarantee shall be irrevocable and shall remain valid up to(180 days from the date of issue of Bank Guarantee) If any further extension is required, the same shall be extended to such required period on receiving instruction from the Bidder, on whose behalf the Guarantee is issued.

Notwithstanding anything contained herein :

1. Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....).
2. This Bank Guarantee shall be valid up to(date).
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee Only and only if you serve upon us a written claim or before (date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at situated at (Address of local branch).

Yours truly,

Name of Bank: Address:
Date:

**PERFORMANCE SECURITY FORM
BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY**

(On non-judicial stamp paper of appropriate value)

To,
Registrar,
Indian Institute of Technology Bhubaneswar
Bhubaneswar-751013

WHEREAS Indian Institute of Technology Bhubaneswar, Bhubaneswar (Buyer) have invited Tenders vide Tender No..... Dt.for purchase of AND WHEREAS the said tender document requires that any eligible successful tenderer (seller) wishing to supply the equipment / machinery, etc. in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of **“Indian Institute of Technology Bhubaneswar, Bhubaneswar”** in the form of Bank Guarantee for Rs(10% (ten percent) of the purchase value) and valid till three years from the date of issue of Performance Guarantee Bond may be submitted within 30 (Thirty) days from the date of Acceptance as a successful bidder.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said tenderer (seller) failing to abide by any of the conditions referred in tender document / purchase order / performance of the equipment / machinery, etc. this Bank shall pay to Indian Institute of Technology, Bhubaneswar on demand and without protest or demur Rs. (Rupees.....).

This Bank further agrees that the decision of Indian Institute of Technology Bhubaneswar (Buyer) as to whether the said Tenderer (Seller) has committed a breach of any of the conditions referred in tender document / purchase order shall be final and binding. We, (name of the Bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the Tenderer (Seller) and/ or Indian Institute of Technology, Bhubaneswar (Buyer).

Notwithstanding anything contained herein:

Our liability under this Bank Guarantee shall not exceed Rs. (Indian Rupees only). This Bank Guarantee shall be valid up to(date) and We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if IIT Bhubaneswar serve upon us a written claim or demand on or before.....(date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at situated at..... (Address of local branch).

Yours truly,

Signature and seal of the guarantor:
Name of Bank: Address:
Date:

BANK GUARANTEE FORM FOR ADVANCE PAYMENT

(On non-judicial stamp paper of appropriate value)

To: _____ (*name of Purchaser*)
_____ (*address of Purchaser*) _____
(*name of Contract*)

Gentlemen:

In accordance with the provisions of the Purchase Order no. _____, dated _____, M/s _____, (*name and address of Supplier*) (hereinafter called "the supplier") shall deposit with _____ (*name of Purchaser*) a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of (*amount of guarantee* * _____ (*in words*)).

We, the _____ (*bank or financial institution*), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to (*name of Purchaser*) on his first demand without whatsoever right of objection on our part and without his first claim to the Supplier, in the amount not exceeding _____ (*amount of guarantee*)* _____ (*in words*).

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between (*name of Purchaser*) and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the contract until _____.

Yours truly,
Signature and seal:
Name of bank/
financial institution:
Address:
Date:

_____ An amount is to be inserted by the bank or financial institution representing the amount of the Advance Payment.

IIT Bhubaneswar Stores & Purchase Section Format for Registration of Suppliers		
1	Category of Suppliers : (eg. Furniture, general, electronic items, etc.)	
2	Name of Unit Street/City Pin-code Tel. Nos. Fax No.	M/s.
3	Registered Office Address: Street/City Pin-code Telephone Nos. Fax No. :- Works / Site Address Street / City Pin-code Telephone Nos. Fax No. :	
4	Email* (e-mail ID preferably of organization only)	1. 2.
5	Constitution of the Firm	Private Ltd./Public Ltd./Partnership/ Prop.
6	Status of the Firm	Micro/Small/Medium/Large Scale/dealer/trader
7	Name & Designation of CEO / Director / Proprietor	
8	Sales Tax Registration: a) CST / State Sales Tax b) Registration No. & Date	
9	VAT Registration : a) VAT Supplier / Dealer –TIN b) TOT Supplier/Dealer – GRN c) Un-registered Supplier / Dealer	
10	Excise Registration: a) ECC Code :	

	b) ECC Zone	
11	Bank Details*: (for electronic Money Transfer) Name of the Bank, Account No. etc.	
12	Income Tax Registration: a) PAN / GIR No.* b) Copy of latest IT Return*	
13	Turnover*: a) 2012-13 b) 2011-12 c) 2010-11	
14	Registration No. & Copy under Shop Registration ACT with BMC. Industry Registration Validity Date:	
15	Any Group Co./Sister Concern Registered with IIT Bhubaneswar	No / Yes M/s.....
16	Any other Information	

* Attach copy of supporting documents.

Signature with seal

Important Note:

1. Your registration will be valid for 3 years which can be terminated any time with one month notice.
2. Enclose the Demand Draft for Rs. 5000/- in favour IIT Bhubaneswar as a registration fee, which will be refundable after completion of three years without interest.
3. The choice of sending the NIT to registered vendors is reserved with IIT Bhubaneswar.