



बिहार पशु विज्ञान विश्वविद्यालय

पटना

द्वारा अधिसूचना प्रकाशित

(सं: 1017 दिनांक: 13.10.2022)

कुलसचिव कार्यालय

अधिसूचना

दिनांक: 13 अक्टूबर, 2022

बिहार पशु विज्ञान विश्वविद्यालय के 13वें प्रबंधन मंडल द्वारा यथापारित क्रय एवं भण्डार प्रबंधन नियमावली - 2022 (Purchase and Store Management Manual - 2022) जिसपर दिनांक: 22 अगस्त, 2022 को सहमति दे चुके हैं, इसके द्वारा सर्व-साधारण की सूचना के लिए प्रकाशित किया जाता है।

माननीय कुलपति के आदेश से,

कुलसचिव

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CHAPTER – I

Preamble

1.1. Purpose: Sound public procurement is a vital arm for promoting good governance on the one hand and better fiscal management of the University on the other. Every organization spends a sizeable portion of its funds in purchasing various types of goods & services round the year to perform the function and duties assigned to it. Procurement is therefore an important aspect of the University's operation. It is a critical element in the implementation of research, education and extension programmes of the University and unless it is carried out efficiently and promptly, the full benefits of the organizational effectiveness can't be realized. Good procurement practices will definitely enhance the development effectiveness in terms of ensuring satisfactory implementation of the organization. Hence, the purchase activity has to be performed in a well-defined and systemic manner.

Timely anticipation of the requirements, estimation of the demand, purchase and stocking for a reasonable period in order to eliminate dislocation of work on account of non-availability of supplies is necessary. It is also equally important to avoid the overstocking and the consequent loss on account of storage, depreciation or deterioration of quality. In extreme cases, the officers/officials concerned shall have to be accountable and liable to compensate the University for any loss suffered by it on account of willful default or gross negligence.

Further, an organization may be required to follow certain mandatory directives for making purchase of identified items. It is, therefore, imperative that the purchase functionaries of an organization are provided with proper guidelines in the form of a purchase manual, which will guide them against adopting wrong and improper methods of purchase. This purchase manual has been evolved and updated for the purchase functionaries of the University keeping the above basic principles in view. The Bihar Animal Sciences University, Patna, Bihar and its centers are not whole-time purchase organizations, their purchase functionaries are therefore, not familiar with the intricacies of purchase management technique. In view of that, an effort has been made to explain the intricate details of purchase management as manual in user friendly manner.

1.2. Fundamental Principles of Public Buying

Every authority delegated with the financial powers of procuring goods in public interest shall have the responsibility and accountability to bring efficiency, economy, transparency in matters relating to public procurement and for fair and equitable treatment of suppliers and promotion of competition in public procurement. The procedure to be followed in making public procurement must conform to the following yardsticks:

- The specifications in terms of quality, type etc., as also quantity of goods to be procured, should be clearly spelt out keeping in view the specific needs of the procuring organizations. The specifications so worked out should meet the basic needs of the organization without including superfluous and non-essential features, which may result in unwarranted expenditure.
- Care should also be taken to avoid purchasing quantities in excess of requirement to avoid inventory carrying costs.
- Offers should be invited following a fair, transparent and reasonable procedure
- The procuring authority should be satisfied that the selected offer adequately meets the requirement in all respects.
- The procuring authority should satisfy itself that the price of the selected offer is reasonable and consistent with the quality required.

- At each stage of procurement, the concerned procuring authority must place on record, in precise terms, the considerations which weighed with it while taking the procurement decision.
- The purchase procedure should be efficient and be able to purchase of quality goods at competitive rate in a timely manner to serve the desired purpose.
- The tender/quotation documents should not contain any such condition, technical or commercial, which is beyond the reach of a prospective tenderer and also, outside the applicable legal ambit.
- The tender/quotation documents and the resultant contract should not contain any term or condition(s), which will be questionable or undermine responsibility on the purchaser.
- The contract is to contain mutually agreed terms and conditions and, as an added safeguard, the contract is to be accepted by the supplier unconditionally.
- To take care of any unforeseen/ unavoidable circumstance, the purchaser should reserve its right to terminate the contract, in whole or in part at its discretion without any prior notice.
- Most importantly, the entire purchase system should be transparent. This will help in keeping the system free from fraud and corruption.

Now-a-days government functionaries implementing online portal for procurement of goods and services by direct purchase method, online tendering and Government e-Marketplace for making the public procurement more competitive, more comprehensive, more result oriented and more transparent.

1.3. Definition of Contract

A contract is a written agreement, enforceable by law and entered into by legally competent parties with their free consent for fulfilling the specified duties and obligations & specific terms and conditions, as mentioned in the agreement. The following issues are to be satisfied in a contract to make it enforceable by law.

Lawful competence of the parties entering into the contract.

- Freedom of consent of the parties.
- Lawfulness of the object and purpose of the contract.
- Lawfulness of consideration of the related issues.
- Not declared to law void.

A flaw in any of the above areas might render a contract null and void. In the first place a need has to arise for having a contract. With that in view, the concerned parties exchange their terms and conditions for fulfilling that need and once they reach a consensus. The relevant issues are documented in the form of contract. Once the contract is concluded with clear understanding of the issues involved, the parties entering into the contract are legally bound by all the stipulations incorporated in the contract.

1.4. Authority for Entering into and Execution of a Contract

As mentioned earlier, the person(s) entering into a contract has to be competent under law to do so. Therefore, the University, after following the prevalent legal procedure, has to authorize its concerned functionaries through delegation of power, duly notified, for entering into purchase contracts for and on behalf of Bihar Animal Sciences University, Patna, Bihar.

As per existing provisions of Act & statutes, the Finance Comptroller, as mentioned in Clauses (i to iv) of Sub-section (6) of Section- 27, Chapter- IV of the Act and chapter-III (3.8) of statute, is the custodian of all movable and liquid assets of the University and as well as responsible to the Vice-Chancellor for ensuring that expenditure is made as authorized in the allotted budget and therefore, is authorized to enter into a lawful agreement.

1.5. Registration of Suppliers

Refer the BFR rule 131 for the registration of suppliers.

CHAPTER-II

Definitions

2.1.	Short Title and Commencement	This will be called Purchase and Stores Management Manual-2022.
2.2.	Commencement of this manual	This will come into force immediately after an administrative order is issued by the University subject to approval by the Board of Management.
2.3.	Extent of Application	The manual shall be enforced for the purchases made out of funds received through national and international sources. In case of externally funded projects, if any may also be adopted for the purpose of purchase of material under the project concerned. However, due care should be exercised by the purchaser to ensure whether the funding agency of such project permits the purchase procedure of the implementing organization or not. In such case mutual understanding between funding agency and implementing organization shall be adopted for timely procurement.
2.4.	Essential Services (s) Unit	Means services of essential nature like water supply, electric supply, telephone, hospital/health, livestock, poultry, food services etc. and any other unit declared as essential service by the competent authority.
2.5.	Definitions	In these rules, unless the context otherwise requires.
	Board	Means the Board of Management of the University.
	Vice-Chancellor	Means Vice-Chancellor of the University, as defined in chapter-I, section 2 (32) of the Act.
	Registrar	Means Registrar of the University, as defined in chapter-I, section 2 (25) of the Act.
	Finance Comptroller	Means Comptroller of the University as defined in chapter-I, section 2 (10) of the Act.
	Deans & Directors	Means all Deans & Directors of the University, as defined in chapter-I, section 2 (12 & 13) of the Act.
	Officers	Means Officers of the University, as defined in chapter-I, section 2 (22) of the Act.
	Officers In-charge	Means all the Officers In charge of any section or Unit of the University.
	C.P.O.	Means Central Purchase Officer
	Competent Authority	Means in respect of the powers to be exercised under any of these rules, the Vice-Chancellor or such authority to which the power is delegated by or vested under these rules.
	Sectional Head	Means drawing disbursing officer and includes Deans/Directors and other Sectional Heads.
	PI	Principal Investigator of Projects
	KVK	Krishi/ Pashu Vigyan Kendra
	Day	Calendar day of the Gregorian Calendar
	Month	Calendar day of the Gregorian Calendar
	GFR	General Financial Rules

	BFR	Bihar Finance Rules
	Contract Price	The price payable to the supplier under a contract for the full and proper performance of its contractual obligations.
	Goods	This includes all articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, industrial plant etc. purchased or otherwise acquired for the use of Government but excludes books, publications, periodicals, etc. for a library.
	Services	The services ancillary to the supply of the goods such as transportation, insurance, installation, commissioning, provision of technical assistance training and other such obligations of the supplier covered in the contract. The services offered or provided by the Seller such as IT Professional Services, Manpower Services, Security Services, Transport Services, etc.
	Purchaser / Buyer	The buyer named in a tender document and corresponding contract, purchasing the goods ordered and includes successors and assignees.
	Consignee	The individual or body to whom the contracted as per the terms and the conditions incorporated in a contract.
	Tenderer	The individual or firm supplying the goods under contract and includes its successors and assignees.
	Complete Specification	Means technical, mechanical, electrical, physical, optical, features etc. as the case may be. It should also include other operational requirements for the trouble-free running of the equipment in an unambiguous manner.
	AMC	Annual Maintenance Contract
	ATC	Additional Terms and Conditions
	BG	Bank Guarantee
	BOC	Bid Opening Committee
	CAMC	Comprehensive Annual Maintenance Contract
	CFR	Cost and Freight
	CIF	Cost Insurance and Freight
	CLPC	College Level Purchase Committee
	CPC	Central Purchase Committees
	COPC	Controlling Officer Purchase Committee
	EMD	Earnest Money Deposit
	EoI	Expression of Interest (Tender)
	FM	Force Majeure
	FOB	Free On Board
	FOR	Free On Rail
	FOT	Free On Truck
	GCC	General Conditions of Contract
	GeM	Government e-Marketplace
	GST	Goods and Services Tax

GTC	General Terms & Conditions
GTE	Global Tender Enquiry
GoI	Government of India
GoB	Government of Bihar
HOD	Head of the Department
IP	Integrity Pact
ITJ	Indian Trade Journal
L1	Lowest Bidder
LC	Letter of Credit
LD	Liquidated Damages
LPC	Local Purchase Committee
LTE	Limited Tender Enquiry
MRP	Maximum Retail Price
MSE	Micro and Small Enterprise
MSME(D)	Micro Small and Medium Enterprises (Development Act, 2006)
NIT	Notice Inviting Tender
NSIC	National Small Industries Corporation
OEM	Original Equipment Manufacturer
OTE	Open Tender Enquiry
PAC	Proprietary Article Certificate
PBG	Performance Bank Guarantee
PR	Purchase Requisition/Indent
PVC	Price Variation Clause
RA	Reverse Auction
RC	Rate Contract
RFQ	Request for Quotation
RTGS	Real Time Gross Settlement
SLA	Service Level Agreement
SBD	Standard Bidding Document
SD	Security Deposit
STC	Special Terms & Conditions
TC	Tender Committee also called Tender Purchase or Evaluation Committee (TPC/ TEC)
TDS	Tax Deducted at Source
ToR	Terms of Reference
TS	Technical Specification
URC	University Rate Contract
URCC	University Rate Contract Committee
VAT	Value Added Tax

CHAPTER-III

Purchase Wing

The Purchase wing is the main functionary of the various purchase in the University. This consists of the following;

3.1. The Vice-Chancellor of Bihar Animal Sciences University, Patna, Bihar is the principal executive officer of the University and by an executive order they can adopt, modify or replace any provision of this Purchase and Store Management Manual.

3.2. Standing University Rate Contract Committee (URCC)

The standing University Rate Contract Committee shall be constituted by the Vice-Chancellor for a period of two years. The proposal for the constitution of the URCC shall be submitted by the Central Purchase Officer (CPO) through the Registrar, while orders for the constitution of the Committee shall be circulated by the Registrar of the University. This committee is responsible for all kind of rate contract (including rate contract with price variation as per Annexure-28) of the University and to formulate annual rate contract procedure and recommend the brands and the items like glassware, plasticwares, chemicals, consumables, appliances, printing materials, cartridge refilling & maintenance, medicines, feeds and fodder for livestock, poultry & fish etc., to be purchased from the various suppliers as per the provisions of this purchase manual. This committee may avail the services of the experts from within and/or outside the University with the approval of the Vice-Chancellor.

The constitution of this Committee shall be as under;

- | | | |
|---|---|------------------|
| i. Dean/Director/Senior Professor
(to be nominated by the Vice-Chancellor) | - | Chairman |
| ii. Comptroller | - | Member |
| iii. C.P.O./O/I-Central Stores | - | Member Secretary |
| iv. One or two Officers nominated by Chairman | - | Member |

Central Purchase Officer/O/I-Central Stores and Comptroller shall invariably be present in the Rate Contract Committee meetings. The CPO will float a two-bid tenders inviting technical and financial bids separately in a common press advertisement and through electronic media after obtaining approval from the competent authority. The standing URCC shall also decide the items/category for which only single bid may be invited depending upon the nature of the items.

3.3. Standing Technical Committee for Scientific Equipment's

The constitution of this Committee shall be as under:

- | | | |
|--|---|------------------|
| i. Deans/Directors/ Senior Professor
(to be nominated by the Vice-Chancellor) | - | Chairman |
| ii. One or two Senior faculty / HoD | - | Member |
| iii. Faculty members to be nominated by the Chairman | - | Member Secretary |

The above Standing Technical Committee, having the distinct roles of (i) Vetting of generic Technical Specifications (based on the format in Annexure-27), (ii) Conducting Pre-Bid Meeting to consider the feedback of prospective bidders with respect to the advertised Technical Specifications, in league with the Indenters and representatives of CPO and Finance wings, and (iii) Evaluating the Technical Specifications quoted in the bids received from the bidders, on the basis of Indenter's final Technical Specifications arrived at after the Pre-Bid Meeting, and accordingly recommending/forwarding the technically qualified bids to the Standing Central Purchase Committee for further necessary action.

In such cases where it is beyond the competence of indenter/ standing technical committee to develop and finalize the technical specifications in respect of any procurement proposal, especially pertaining to consultancy proposals, the procedure of inviting Expression of Interest (EoI) giving broad contours of the proposal, as per BFR rule 131-Z (A-H) may be adopted.

3.4. Standing Tender Opening Committee (in case of Tenders, Quotation, EoI)

This committee shall be constituted by the competent authority based on nature of purchase/ work and budget.

The constitution of this Committee shall be as under:

- | | |
|---|------------------------------|
| i. Senior Officer/Rep. not below Class-II
(to be nominated by the Vice-Chancellor) | : Chairperson |
| ii. Comptroller nominee | : Member |
| iii. Central Purchase Officer | : Convener/ Member Secretary |

However, in case of specific demand of any department, the HoD/Officer concerned or his representative not below Class-II shall be associated.

3.5. Standing Central Purchase Committee (CPC)

The standing Central Purchase Committee shall be constituted by the Vice-Chancellor for a period of two years. The proposal for the constitution of the new CPC shall be submitted by the Central Purchase Officer(CPO) through the Registrar and the working Chairman of the CPC, while orders for the constitution of the Committee shall be circulated by the Registrar of the University. This committee is responsible to examine all purchase files costing above 5.0 lakhs budget, decides and recommend the purchases for approval of the competent authority for purchases as per the requirement(s) as and when needed. The above standing committee is also responsible for the evaluation of Financial Bids, recommended by the standing Technical Committee for financial evaluation of scientific equipments and after its evaluation CPC recommend to the competent authority for approval. The meetings of this Committee shall normally be convened by the CPO being Member-Secretary as per directive of working chairman at least once a month depending upon the number of agenda items to be considered. This Committee shall function on behalf of the Vice-Chancellor and shall have powers to examine all types of purchases of the University (if required). The Chairman, CPC may co-opt additional members as experts depending upon the nature of the purchases, where ever necessary, and may associate any member (even below Class-II in special circumstances), if the need be, for specific cases.

The constitution of this Committee shall be as under;

- | | | |
|--|---|------------------|
| i. Deans/Directors/ Senior Professor
(to be nominated by the Vice-Chancellor) | - | Chairman |
| ii. Comptroller | - | Member |
| iii. C.P.O./ O/I-Central Store | - | Member Secretary |
| iv. Faculty member | - | Member |

3.6. Central Purchase Office

This office will function as a nucleus point to advice, co-ordinate and monitor the various purchases of the University and to provide required information to various purchaser in relation to the registered suppliers with the University, Bihar Finance Rule (BFR), General Finance Rule (GFR), Government e-Market Place (GeM), etc. as per their requirement. This office will float the tender enquiries for all types of equipment/ Instruments costing above 5.0 lakhs budget and for annual rate contracts of the University. However, tenders for purchase of material recurring in nature required by essential service units as defined in **chapter II** of this manual shall be done by concerned unit/department and they will maintain detailed records of such tenders received as per the provisions of this purchase manual. This Office will also process the various proposals and put up before the University Rate Contract Committee or Central Purchase Committee for their consideration and comments. This office will also assist in issuing the excise duty exemption certificate, custom duty exemption certificate, clearances and road permit etc. to different purchasers of the University and shall ensure timely procurement and safe arrival of imported goods to the University.

Central Purchase Officer (CPO) of Bihar Animal Sciences University, Patna, Bihar is looking after all the procurement work executed at university level. He/ she is responsible for

timely purchase, inviting tender, supply and delivery of goods/items and communicate the status/ problems to competent authority. He/ she is responsible for issue of supply order, sanction order, circular, guidelines, notice, letter etc., on behalf of approving/sanctioning authority. He/ she is responsible for maintaining all the purchase records, files etc., at Central Purchase Office. Store clerk working under this office shall be responsible for maintaining stock registers, receiving of supplied items, issue to concern indenter, maintaining buffer stock of stationary and sanitary items, process the bill for payment etc., under the guidance of CPO. Dealing assistant shall be responsible for initiating the files/ matter related with this office after thorough examination and work as per directive of CPO. All the supporting staff of Central Purchase Office shall work under the direct control of Central Purchase Officer, BASU, Patna.

3.7. Standing College Level Purchase Committee (CLPC)/Controlling Officer Purchase Committee (COPC)

The constitution of this Committee shall be as under:

- i. Dean of the college concerned or Controlling Officer/Rep. not below Class-II.
- ii. HoD/ Officer concerned/Rep. not below Class-II.
- iii. Comptroller or his nominee/ Rep. not below Assistant of the College/Office concerned

The above standing Committees shall have powers to purchase Non-centralized items of the cost not exceeding 5.0 lakhs at a time subject to the rules provided. These Committees can also purchase Centralized items only after obtaining necessary permission from the Central Purchase Office or authorized by the CPC. The Dean/Director/Controlling Officer concerned shall coordinate the purchase. The Deans/Directors/Controlling Officers shall constitute their respective purchase committees for a period of two years under intimation to the Registrar, Finance Comptroller and Central Purchase Office.

Note: Dean/Director/Controlling Officer may constitute Purchase Committee at Department level as and when required with the concurrence of competent authority.

3.8. Local Purchase Committee (LPC)

The constitution of this Committee shall be as under:

- | | | |
|---|---|----------|
| i. Sectional Head or nominated by concern unit head | - | Chairman |
| ii. Purchaser/ Indenter | - | Member |
| iii. Central Purchaser Officer/O/I- Purchase | - | Member |
| or his nominee | | |
| iv. Comptroller or his/her nominee | - | Member |

This committee shall be constituted by the competent authority based on his/her approval and sanctioning power. The above committees shall have powers to purchase the items/goods costing within 5.0 lakhs value at a time subject to the rules provided.

3.9. For the Items to be Purchased by the Ad-hoc/Standing Committees Constituted by the CPC

Wherever the standing Committees or Ad-hoc Committees are constituted by the Central Purchase Committee, quotations shall be opened by all the members. The senior most member shall chair the Committee.

3.10. Inspection/ Verification Committees

This committee shall be constituted and notify by the concern Deans/Directors/Controlling Officers/ PIs after obtaining approval from the Vice-Chancellor. The following Authority/Committees will carry out inspections of all kind of purchases and give the certificate on account thereof in respect of the purchases upto the amount mentioned against each;

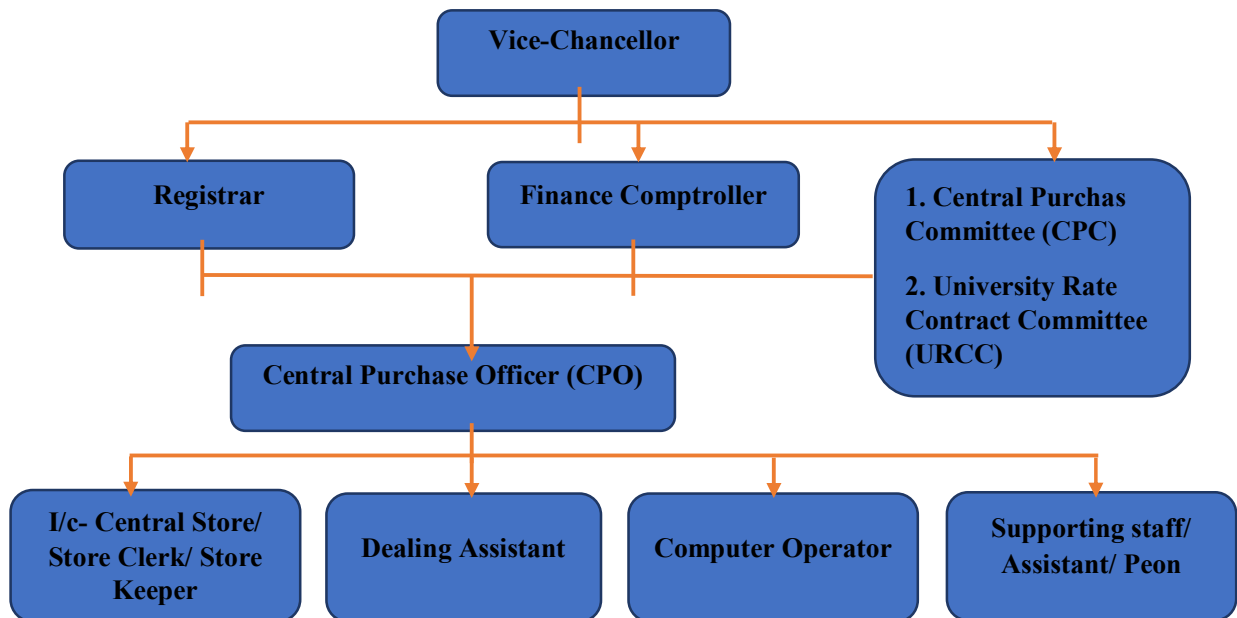
S. No.	Cost of Purchases	Committee
1.	Upto 5.0 lakhs	i. HoD/ Officer concern Repo. not below class-II ii. Technical/ faculty members nominated by concern Deans/Directors/ Controlling Rep. not below Class-II iii. Office staff nominated by concern Deans/Directors/ Controlling iv. Any other, if required
2.	Above 5.0 lakhs	i. HoD/ Officer concern, Repo. not below class-II ii. Finance Comptroller nominee, Rep. not below AC iii. Technical/faculty members, Rep. not below Class-II nominated by concern Deans/Directors/ Controlling iv. Any other, if required

- For Inspection of **laboratory/ other furnishing work** costing above 5.0 lakhs, the committee shall be constituted by the Vice-Chancellor and notify by Registrar Office for the same.
- For items purchased through the College/Directorate/Office below 5.0 lakh budget, the Committee shall inspect the items without associating the Comptroller and Central Purchase Officer or their representatives.
- For items to be purchased through the Ad-hoc / Sub-committees, shall themselves be the Verification Committees for the items purchased by them.
- For Outstations, the In-charges/Heads at the outstations shall be competent to constitute their own inspection committees with the approval of their Controlling Officer as per above limit.
- For items not covered under above, the Central Purchase Officer/Chairman, CPC may constitute an appropriate Verification Committee from time to time which shall be circulated by the CPO.
- For externally funded project, Principal Investigators shall constitute the verification committee for the inspection of goods/items purchased subjected to approval from the Director of Research.
- Inspection/verification of goods/items should be completed within 7 working days.

3.11. Receipt of Goods and Materials from Private Suppliers

- Refer the BFR rule 133 for receipt of goods and materials from private suppliers for details. The CPO/ I/c- stores/ store staff should refer to the relevant contract terms and follow the prescribed procedure for receiving the materials.
- All materials shall be counted, measured or weighed and subjected to visual inspection at the time of receipt to ensure that the quantities are correct, the quality is according to the required specifications and there is no damage or deficiency in the materials.
- The received material should be entered in the appropriate stock register. The CPO/I/c- stores/ store staff should certify that he has actually received the material and recorded it in the stock registers.

3.12. Layout of Purchase Wing



Note: The Vice-Chancellor, Bihar Animal Sciences University may directly assign any responsibility to above officers related with procurement and can make any changes as and when required.

CHAPTER-IV

Mode of Purchase

4.1. Purchase of Goods without Quotation/ Direct Purchase: Refer the BFR rule 131-C, the purchase of goods upto the value of Rs. 50,000/- (Rupees Fifty Thousand) only on each occasion may be made without inviting quotations or bids on the basis of a certificate to be recorded by the competent authority (having the necessary power to sanction/procure) in the following format.

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

This certificate on bill is self-explanatory for release of payment after stock entry in respective stock register.

4.2. Purchase of Goods by Purchase Committee: Refer the BFR rule 131-D, the purchase of goods costing above Rs. 50,000/- (Rupees Fifty Thousand) only and upto Rs. 5,00,000/- (Rupees Five Lakh) only on each occasion may be made on the recommendations of a duly constituted **Local Purchase Committee (LPC)** consisting of three members of an appropriate level as decided by the Controlling Officer/Head of the Department. The committee will survey the market to ascertain the reasonableness of rate, quality and specifications and identify the appropriate supplier. Before recommending placement of the purchase order, the members of the committee will jointly record a certificate as under.

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

This certificate on bill is self-explanatory for release of payment after stock entry in respective stock register.

4.2.1. Request for Quotations (RFQ): The LPC invites RFQ in prescribed Annexure-4 consisting required specifications mentioning terms and conditions and scope of supply and same shall be sent through e-mail/ courier/ fax / by market visit depending on situation and availability of supplier.

4.2.2. Method of Receipt of Quotations: All quotations (sealed) shall be received by hand/ post/ courier and shall be diary in the departmental/Section/College receipt register immediately and receipt number under the seal of the office shall be mentioned on each & every quotation.

4.2.3. Opening of Quotations: The quotations so received shall be opened by the duly constituted committee. All the members of the committee shall sign each page of the quotation including the envelope. While opening quotations, Annexure-18 shall be filled and signed by the committee. If purchaser wants more clarification from the suppliers, he/she can seek it but no change in price or substance of the quotation shall be permitted. Comparative statement shall be got prepared correctly by the purchaser within of 7 days in normal case and within 10 days where the number of items is considerably large. The rates and the specification quoted by various firms shall be incorporated in the comparative statement. The first, second and third lowest rates shall also be indicated and encircled in red Ink on the comparative statement and mark as L-1, L-2, L-3 etc. After the approval and financial sanction by the competent authority, indenter will issue the purchase order following purchase guidelines.

4.2.4. Recommendation for Purchase: The purchaser will examine the rates on the comparative statement along with the specification and give his observations for the purchase recommended on other than the lowest rate basis, proper and detailed justification for rejecting the lowest quotation shall be recorded on the comparative statement by the purchaser. These recommendations should also be recorded on the Notes & others of the concerned file for getting the approval of competent authority.

4.3. Imprest

An imprest amount can be sanctioned with the delegation of power to procure (without quotation) goods/services upto amount of R. 50,000/- and can be recouped on monthly basis by submission of expense vouchers following BFR rule 131-C.

4.4. Ad-hoc Advance

The competent authority.....is pleased to sanction the Ad-hoc Advance worth Rs..... (Rupees.....) only, in favor of Dr./Mr..... for the purpose of, out of the budgeting head,/20....-.....

The competent authority..... is pleased to simultaneously delegate the necessary power to sanction an expenditure upto Rs. 50,000/- in each case, without quotation and upto Rs. 5.0 lakhs in each case through LPC.

4.5. Purchase of Goods by Obtaining Bids

4.5.1. Advertised Tender Enquiry

Refer the BFR rule 131-H for advertised tender enquiry.

4.5.2. Limited Tender Enquiry (LTE)

Refer the BFR rule 131-I for limited tender enquiry. Invitation for quotations is issued to registered firms as per the mailing list of suppliers maintained in the Central Purchase Office and addresses available from other sources. In case of equal rates, preference will be given to firm registered in the University.

4.5.3. Two Bid System

Refer the BFR rule 131-J for two bid tender enquiry system.

4.5.4. Single Tender Enquiry

Refer the BFR rule 131-L for single tender enquiry.

4.6. Late Bids

Refer the BFR rule 131-K for late bids in case of advertised tender enquiry or limited tender enquiry.

4.7. Maintenance Contract

Refer the BFR rule 131-N for maintenance of contract.

4.8. Purchase on Repeat Order Basis

The practice of repeat order should normally be discouraged as market trends undergo regular and rapid change. However, where strong justification exists for procuring the similar stores/items urgently, the sanctioning authority may permit the purchase on repeat order up to the value of Rs. 5,00,000/- only but not exceeding the value of original purchase order in any case. The sanctioning authority may also ensure that repeat order is subject to the validity of rates of each item as mentioned in original quotation. A copy of such purchase order shall invariably be sent to Central Purchase Office to keep watch on the same and also a copy to the concerned purchaser from where rates have been obtained for placing the same in the concerned file.

4.9. Bid Security/ Earnest Money Deposits (EMD)

Refer the BFR rule 131-O for bid security. EMD will be liable to be forfeited, if the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of his tender.

4.10. Performance Security/ Performance Bank Guarantee (PBG)

Refer the BFR rule 131-P for performance security/PBG. The purchaser has the right to forfeit the performance security in case of any breach of contract committed by the supplier. All relevant clause and significations and the aspects of performance security should be inculcated in tender document.

4.11. Advance Payment to Supplier

Refer the BFR rule 131-Q (1) for advance payment to the supplier.

4.12. Part Payment to Suppliers

Refer the BFR rule 131-Q (2) for part payment to the supplier.

4.13. Transparency, Competition, Fairness and Elimination of Arbitrariness in the Procurement Process

- (i) Refer the BFR rule 131-R for details about ensuring transparency, competition, fairness and elimination of arbitrariness in the purchase process.
- (ii) In case of turn-key contract(s) or contract(s) of special nature for procurement of sophisticated and costly equipment, a suitable provision is to be kept in the bidding documents for a pre-bid conference for clarifying issues and clearing doubts, if any, about the specifications and other allied technical details of the plant, equipment and machinery projected in the bidding document. The date, time and place of pre-bid conference should be indicated in the bidding document.
- (iii) Negotiation with bidders after bid opening must be severely discouraged. However, in exceptional circumstances where price negotiation against an ad-hoc procurement is necessary due to some unavoidable circumstances, the same may be resorted to only with the lowest evaluated responsive bidder.
- (iv) Bid validity period should be clearly mention and it should be valid for 90 days from the date of opening of bids.
- (v) Delivery period of goods, equipment etc., should be varied depending on nature of items but it shall not be exceeded 75 days from the date of award of tender except GeM purchases.

4.14. Buy-Back Offer

Refer the rule BFR 131-T for buy-back offer, when it is decided with the approval of the competent authority to replace an existing old item(s) with a new and better version, the department may trade the existing old item while purchasing the new one.

4.15. Liquidated Damages

While granting extension of the delivery period, where the delivery of goods thereof is accepted after expiry of the original delivery period, the LD a sum equivalent to 0.5 (Half) per cent of the base prices of goods delivered late, for each week or part thereof of delay shall be recovered from supplier. The total damages shall not exceed 10 (Ten) per cent of the value of delayed goods. The liquidated damages are recovered either at the time of making initial payment or at the time of making final payment as per the contract. In case of GeM purchases, GTC shall be applicable.

4.16. Force Majeure

Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rainetc).

4.17. Waiver of LD

There should normally be no system of waiver of LDs for delayed supplies in supply contracts and it may be strictly be an exception rather than a rule. For an extension of the delivery date with waiver of LD, approval of the competent authority with consultation of Financial Advisor/ Comptroller may be taken and justifications recorded.

4.18. Extension of Delivery

Suppliers shall be required to adhere to the delivery schedule specified in the purchase order and, if there is delay in supplies, LD shall be levied wherever there is failure by the party. No extension of the delivery date is to be granted suo motu unless the supplier specifically asks for it and Procuring Entity examine the proposal and, on approval from the competent authority, may agree to extend the delivery schedule, with or without LD. However, in a few cases, it may be necessary to grant an extension of the delivery period suo motu in the interest of the administration. In such cases, it is legally necessary to obtain clear acceptance of the extension letter from the supplier. No correspondence should be entered into with the supplier after expiry of the contract delivery period or towards the end of it, which has the legal effect of condoning the delay/breach of contract. The sanctioning authority of said purchase can only

grant the extension of delivery and accordingly letter shall be issued by CPO/I/c- Purchase to the supplier.

4.19. Dispute Resolution

Normally, there should not be any scope for dispute between the purchaser and supplier after entering into a mutually agreed valid contract. However, due to various unforeseen reasons, problems may arise during the progress of the contract leading to a disagreement between the purchaser and supplier. Kindly refer BFR/GFR rule/clause for dispute resolution.

4.20. Life-time Costing Concept

It means the procurement of goods, especially costly equipments, based on life-time costing including the basic cost of equipment with warranty *plus* comprehensive annual maintenance cost for the remaining life-time over and above warranty period. Evaluation of Bids based on the overall Life-time Costing of Equipment/item, comprising the distinct costs of (i) Main Equipment, (ii) Advertised Accessories (advertised as part of Technical Specifications) e.g. Voltage Stabilisers/Online UPS/Desktop/Laptop, etc., (iii) Loading of Bid Prices (on account of differences in Transit Insurance and Delivery Terms viz. FOB, CIP, CIF, FOR, etc.), (iv) Cost of Inspection and On-site Installation, (v) Requisite Training of buyer's manpower (in the country of buyer/seller) in the on-site operation of equipment/item, (vi) Warranty (for 2/3 years) and (vii) Comprehensive Annual Maintenance Contract (including visit charges, cost of replacement of spares, labour charges, etc.) for the post-warranty lifetime of 3/2 years.

4.21. Contents of Bidding Document

The terms, conditions, stipulations and information to be incorporated in the bidding document are to be shown in the appropriate chapters as below;

Chapter – 1 :Notice Inviting Tender

Chapter – 2 :General & Special Terms &Conditions of Bids.

Chapter – 3 : Schedule of Requirements.

Chapter – 4 :Technical Compliance of the Bidder

Chapter – 5 : Price Schedule

Chapter – 6 :Manufacturers Authorization Form

Chapter – 7 :Other Standard Forms, if any, to be utilized by the purchaser and the bidders.

Chapter – 8 : Technical Specifications of equipments/items

Chapter- 9: Any other important information.

4.22. Tender Opening Committee

The details mentioned in chapter-III (clause 3.4) of this manual.

4.23. Jurisdiction of the Tender Opening Committee

The Tender Opening Committee shall be responsible for opening of tenders for further necessary action.

4.24. Bidder Qualification Criteria

- The primary qualification criteria are fulfilling the requirement mentioned in checklist provided in bid documents. It includes past experience of supplying similar goods, audited balance sheet, GST, authorization certificate, service centre, etc., for evaluation.
- After fulfilling the checklist requirement, technical compliance document available in bid documents shall be the qualification criteria.

4.25. University Rate Contract

4.25.1. Definition

Rate Contract (commonly known as RC) is an agreement between the purchaser and the supplier for supply of specified goods (and allied services, if any) at specified price and terms & conditions (as incorporated in the agreement) during the period covered by the Rate Contract. No quantity is mentioned nor is any minimum drawal guaranteed in the Rate Contract. The Rate Contract is in the nature of a standing offer from the supplier firm. The firm and/or the

purchaser are entitled to withdraw/cancel the Rate Contract by serving an appropriate notice on each other giving 15 (fifteen) days' time. However, once a supply 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 supply order becomes a valid and binding contract. In view of Government e-Marketplace (GeM) coming into operation, Rate Contract will be applicable for specialized and engineering items. The Rate Contract shall be executed for glassware, plasticwares, chemicals, consumables, appliances, printing materials, cartridge refilling & maintenance, medicines, feeds and fodder for livestock, poultry & fish etc. The Rate Contract is not required to be executed for common use items like computers, printers, photocopiers, paper and stationery, other office items like furniture, battery, electrical items etc., which are being placed on GeM. However, in the case of Rate-Contract for the supply of such items (e.g. feed items, fodder items, etc.), whose prices may vary in the market in the short term, the University may enter into the Rate-Contract with an in-built Price Variation clause (as per Annexure-28, for illustration).

4.25.2. Period of Rate Contract: The period of a rate contract shall usually be one year. However, in special cases, shorter or longer period not more than two years may be considered on same contract price. As far as possible, validity period of rate contracts should be fixed in such a way as to ensure that budgetary levies would not affect the price. The ideal tenure of rate contract is one full financial year i.e. (1st April to 31st March of next year). However, in case of rate contract with in-built component of price variation, the period of rate contract should not be less than eighteen months.

4.25.3. Criteria for Award of Rate Contract

- (i) The Rate Contracts shall be awarded after inviting tenders.
- (ii) The Rate Contracts shall be awarded to the suppliers registered for broad category of items/products or services and fulfil the laid down eligibility and qualification criteria. In respect of new items being brought on rate contract for the first time where there is no registered supplier (for the subject items), the requirement of registration can be relaxed with the approval of competent authority. The award of such rate contracts will, however, be subject to the suppliers' satisfactory technical & financial capability.
- (iii) Some of the tenderers (who are otherwise registered) may also be holding current rate contracts and/or held past rate contracts for the required goods. Their performance against such earlier/current rate contracts shall be critically reviewed before they are considered for award of new rate contracts.
- (iv) The University rate contract is governed by dual price system viz. to quote unit price of the item in question along with slab discount if any, from the manufacturer price list.

4.25.4. Special Conditions Applicable for Rate Contract

- (i) Earnest Money Deposit (EMD) is to be furnished by unregistered bidders. The amount of EMD should be fixed by the purchase organizations concerned.
- (ii) In the Schedule of Requirement, no quantity is mentioned; only the anticipated drawl is mentioned without any commitment.
- (iii) The purchaser reserves the right to conclude one or more than one rate contract for the same item.
- (iv) The purchaser as well as the supplier may withdraw the rate contract by serving suitable notice to each other. The prescribed notice period is generally fifteen days.
- (v) The purchaser has the option to renegotiate the price with the rate contract holders.
- (vi) In case of emergency, the purchaser may purchase the same item through ad hoc contract with a new supplier.
- (vii) The terms of delivery in rate contracts are free delivery at consignee's site.
- (viii) The purchaser of the rate contract is entitled to place supply orders up to the last day of the validity of the rate contract and, such supply orders will be effected beyond the validity

period of the rate contract, all such supplies will be guided by the terms & conditions of the rate contract.

(ix) The rate quoted by supplier/ agency should be competitive.

(x) Undertaking of non-blacklisting shall be provided by the supplier.

(x) Supplier/ agency provide undertaking for no deviation in price under the RC period.

4.25.5. Evaluation of Tender for Rate Contract

(i) The University Rate Contract Committee will open the bids and performed technical evaluation and financial evaluation of only those tenders who have been found qualified by technically.

(ii) However, for items, where specific manufacturers/brands may be identified by the committee based on their past experience of supply, quality etc. the technical evaluation of bid for these may not be required. Direct financial bids may be called from them without tender notification after the approval of the Vice-Chancellor.

(iii) The University Rate Contract Committee will examine the offers and submitted the recommendation to Vice- Chancellor for obtaining approval and after getting approval, the Central Purchase Officer/O/I- Central Store will notify the Award of Rate Contract for various brands/category the terms and conditions to the supplier/manufacturers under information to all colleges, units, sections and university website.

(iv) The copies of the price list of the approved brand/supplier shall be sent to all Deans/Directors/Comptroller offices and other drawing and disbursing officers concerned for needful.

(v) Once the University Rate Contract is finalized for different subject items and circulated to all concerned. It is mandatory to all the user units to honor the rate contract so finalized by the University irrespective of other private or public agency's holding such rate contracts.

4.26. Debarment of Suppliers

The following grades of debarment from registration and participation in Procuring Entities can be considered against delinquent bidders/suppliers as;

(i) *Temporary debarment or suspension*: When supplier found lacking in performance, in case of less frequent and less serious misdemeanors, the supplier may be temporary debarred from the Procuring Entity's procurements for short periods up to 12 (twelve) months, without the firm's name being removed from the list of registered vendors.

(ii) *Removal from list of registered vendors*: Debarment of a delinquent supplier for a period of time (one to two years) from the Procuring Entity's procurements with the removal of name from the list of registered vendors, due to severe deficiencies in performance or other serious transgressions.

(iii) *Banning from Country-wide procurements*: For serious violation of contract, a delinquent supplier may be banned/debarred from participation in a procurement process of any Procuring Entity for a period not exceeding three years commencing from the date of debarment.

The list of all the debarred suppliers should be displayed on the website of Procuring Entity. In case of country wide debarment and may take the appropriate action accordingly. An order for banning passed for a certain specified period shall be deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation, except that an order of banning passed on account of doubtful loyalty to the country or national security considerations shall continue to remain in force until it is specifically revoked. However, the firm would have to apply afresh for registration with the procuring entities.

4.27. Debarment Procedures

- Punitive actions of various grades of debarment against the suppliers should be examined by a committee and approved by competent authority.

- Due to principles of natural justice, it should be treated as a quasi-judicial function following principles of natural justice, on lines akin to disciplinary proceedings.
- The Departments will furnish lists of such suppliers who have committed misdemeanors considering various grades of debarment. On receipt of information from Departments or suo moto, the Committee should take action to issue a show cause notice to such firms.
- The Committee may also order an interim debarment during the process considering the severity of demeanor.
- The supplier should be given adequate opportunity (including an oral hearing by the competent authority) to make representations.
- If the response to the show cause notice is not satisfactory or not acceptable, such firms should be put on suitable grade of debarment, depending on the severity of the misdemeanor.
- Appeals would lie at a level higher than the competent authority (Secretary, Ministry of Commerce, in case of Country-wide banning). In case of Debarment from concerned Procuring Entity, the concerned Ministry/Department will maintain such list, also be displayed on their website.

4.28. General Guidelines of Purchase Process for Procurement of New Items/ Goods

- (i) First assess the requirement genuinely (by indenter/HoD).
- (ii) Indenter will put up the requirement in indent form (duly filled) to HoD/Section Officer.
- (iii) HoD/Section Office examine the requirement, whether actually needed or not and then forward it to concern Controlling Officer for further process. HoD should ensure that the indent of similar item have not processed in current financial year.
- (iv) Controlling Officer will examine the complete details before forwarding the indent for purchase the items/ goods to purchase section. Fund availability must be mentioned on indent form for the said purchases. Controlling Officer should ensure that the indent of similar item have not forwarded for purchase in current financial year. Because split purchase shall be discouraged and gross violation of purchase rule.
- (v) Central Purchase Office/O/I- Purchase will process the indent/requisition through file noting after thorough examination of indent form as per purchase guideline, suggesting purchase process/method adopted and then put up the file to competent authority for obtaining administrative approval.
- (vi) After administrative approval, purchase of required items/goods shall be initiated adopting GeM/Tender/RFQ etc., as suggested and accordingly file will be moved following purchase guidelines, which depends on nature of purchases to be made.
- (vii) After booking of items/finalizations of bids/RFQ etc., Central Purchase Office/O/I- Purchase will record the details on file and put up for getting actual fund to be required for said purchase from the concern office and accordingly obtaining the financial sanction from the competent authority.
- (viii) After obtaining financial sanction, Central Purchase Office/O/I- Purchase will issue the sanction order for said sanctioning amount and issue the purchase/supply order to the concern firm/agency for supply of required items mentioning all the terms and conditions as per purchase manual.
- (ix) This is only guidelines; it may vary case to case, if necessary, as per directive of competent authority.

CHAPTER-V

Evaluation of Tenders and Contract Award

5.1. Evaluation of Tenders

Before proceeding for evaluation, the tender committee shall ascertain whether the tenders;

- Meet the eligibility requirements specified in the Tender Document.
- Have been properly signed.
- Are accompanied by the required securities/EMD.
- Are substantially responsive to the requirement of Tender Document.
- Have all requisite documents.
- Audited balance sheet.
- Have checklist and technical compliance documents.
- Prepare comparative list of bid received and then further examine.
- Name of the Tenderer.
- Make and Model.
- Price per unit.
- Quantity offered.
- Delivery Period and terms of delivery.
- Compliance with required specification.
- Status of the tenderer, manufacturer, authorized dealer/authorized distributor or registered supplier.
- Past performance of the Tenderer in similar activities.
- In cases of minor deviations (e.g. missing Income-Tax Clearance Certificate, etc.), where only the historical document(s) may be missing and where the opportunity given to any such bidder for the correction of deviation would not result in the change of Bid Price quoted by that bidder, the University may give such opportunity to the concerned Bidder to provide the historical document(s) for the correction of such minor deviation; however, the deviations like the unsigned Bid Form, the non-submission of EMD, the non-quoted Bid Price for a part of the Schedule of Requirements, etc. would constitute major deviations and no opportunity would be given to any Bidder(s) to correct such major deviation(s).

5.2. Consideration of Lack of Competition in OTE/GTE and LTE

Sometimes, against advertised/limited tender cases, the Procuring Entity may not receive a sufficient number of bids and/or after analyzing the bids, ends up with only one responsive bid – a situation referred to as ‘Single Offer’. As per Rule 21 of DFPR (GoI), such situation of ‘Single Offer’ is to be treated as Single Tender. Even when only one Bid is submitted, the process may be considered valid provided following conditions are satisfied:

- i) The Tender Advertisement was widely circulated (e.g. in National Newspapers, website, etc.) and sufficient time was provided to the Bidders for participation in Pre-Bid Meeting and submission of Bid.
- ii) The qualification criteria were not unduly restrictive(e.g. "requiring the firm to be providing the service of toll-free Telephone numbers for last 10/15 years", "requiring the firm to have supplied equipment in more than 10/15 countries", etc. may be considered to be restrictive), and the Technical Specifications are generic (as per Annexure-27), and
- iii) Bid Price quoted in the single responsive Bid is reasonable by all standards.

5.3. Consideration of Abnormally Low Bids

In cases where the Bid Price quoted by the Bidder evaluated as L-1 is considered to be abnormally low, thereby raising suspicion over the quality of product/services to be supplied by the L-1 Bidder, the Procuring Entity may seek written clarifications from the bidder, including

detailed price analyses of its bid price in relation to scope, schedule, allocation of risks etc., in order to determine whether the quality of the goods/services to be supplied by the bidder would meet the requisite benchmark or not. In case the University, upon the analysis of details received from the Bidder, determines the Bid Price to be unreasonable on the lower side, the Bid may be rejected.

If, after evaluating the price analyses, Procuring Entity determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the bid/proposal. However, it would not be advisable to fix a normative percentage below the estimated cost, which would be automatically be considered as an abnormally low bid. Due care should be taken while formulating the specifications at the time of preparation of bid document so as to have a safeguard against the submission of abnormally low bid from the bidder.

5.4. Award of Contract

- It becomes necessary to award the contract within the validity of the offers, clearly stipulating among others, the description of item. Price, delivery and emphasizing the time is the essence of the contract.
- Although a legalistic approach to purchasing is in most cases unnecessary, every Government buyer must protect the interest of the state against potential legal problems.
- The major responsibility of a Purchase Officer in this regard should be to ensure that the contract is satisfactorily drawn and legally binding on both parties. To be valid and enforceable, a contract should be a mirror image of the bid. Since, in most cases it is practically difficult in prepare such a contract. The acknowledgement receipt of the tenderer becomes important.
- Supplier anticipating delay may attempt to put the blame on the purchaser by seeking queries/clarifications on the contract terms, specifications drawing, etc. Prompt replies in this regard should be given to dissuade the firm to take shelter under this reference.
- In case of any dispute, the Vice-Chancellor of the University will be the able arbitrator whose decision shall be binding to all the parties.

5.5. Progress Meetings and Visits of University Officers

This procedure is generally adopted in critical cases to check on firm's preparedness to complete the supplies in time. Meeting is held at regular intervals to check on the progress made in supplies. Officers are also sent to the works for actual verifications of supplies made goods in production raw material position and general preparedness of the suppliers.

5.6. Risk Purchase

If the contractor fails to deliver the stores or any installment thereof within the period fixed for such delivery or at any time repudiates the contract before the expiry of such period the contract of its portion can be cancelled at the risk at the cost of the contractor. If the event of such a risk purchase, the defaulting contractor become liable for any losses.

5.7. Price Trend

A watch on the price trend should be kept for safeguarding the interest of the purchaser including timely supplies. A steep upward price trend could lead to firm trying to wriggle out of their contractual commitments and in such cases a very close monitoring would be necessary to ensure timely action in case of default. Similarly, advantage should be taken in case of a downward trend in the prices through strict enforcement of delivery quality and other terms and conditions of the contract.

5.7.1. Fall Clause

It is a contract provision enabling the purchaser to take advantage of downward trend in price. It may however be mentioned that and upward trend in price is not taken into

consideration and no compensation is paid for same except that provided under specific price variation clauses in the contract.

5.7.2.Readiness of Site for Plant and Machinery

In case of contracts involving supply, installation and commissioning of stores/equipment's, it becomes the responsibility of the purchaser to ensure that site is ready for installation & commissioning well in advance so that execution of contract is not delayed. Purchaser/consignee has also to ensure that facilities such as power/gas/compressed air etc. are made available on time at the site to ensure commissioning of the equipment without delay/hindrance.

5.8. Determination of Lowest Rates Responsive Tender (L-1)

- The evaluation of the tender is performed item wise on the basis of the total price quoted (including the cost of main equipment, accessories, cost of delivery and installation at site, insurance, onsite/ offsite training of buyer, warranty, comprehensive annual maintenance contract, etc.). The total tender price for the individual item is evaluated in respect of all the tenderers delivery payment terms etc. as explained thereafter the lowest evaluated tenderer whose tender is technically as well as commercially responsive is determined for the award of the contract.
- The order is placed on the lowest commercially responsive tenderer meeting the qualification criteria by notification of award.
- After the award, vendor shall submit performance security/ Performance bank guarantee as mentioned in tender terms and conditions within 21 days time and only after receipt of PBG paper, payment process shall be initiated against supply.
- There should be a suitable clause in the quotation/tender documents and in the resultant contract to the effect that the price charged by the supplier for the maintenance services shall not exceed the prevailing rates charged by it to other for similar services. While claiming payment for maintenance services the supplier is also to give a certificate to this effect.
- The terms of payment for the maintenance service will depend on the type of the items as well as the nature of the services desired. Generally, such payments are made on quarterly basis at the end of each quarter.
- Sometimes during the tenure of the maintenance contract, it may become necessary for the supplier to take back the item to its workshop for major repair etc. In such a case the supplier shall give a suitable irrevocable demand draft covering the cost of the item to the purchaser before lifting the item from the purchaser's premises.

Note: As per notifications of Finance Department, Govt. of Bihar issued vide संपांक: एम-4-12/2015/7806/वि० पटना, दिनांक 30.09.2016, the financial bids may be opened, even if there is a single bid qualified technically in second time tender enquiry, after getting approval from the next level higher authority.

CHAPTER-VI

Maintenance and Repair

6.1. Purpose

Many of the items' especially the sophisticated equipment and machinery; need proper maintenance for trouble free service. The degree of maintenance depends on the complexity as well as cost of the item and the period of maintenance depends on item's service life. An item shall be maintained free of charge during the items warranty period. The purchaser is to pay for its maintenance only thereafter. However, if the item is simple, the trained operators of the purchasing unit can maintain the same, but if the item is sophisticated and costly, it is better to get it maintained by the supplier/manufacturer of the item in question. Incidentally, a maintenance contract is commonly called CAMC, which stands for Comprehensive Annual Maintenance Contract (including all the charges viz. visit, spare parts, labour etc.). However, a maintenance contract may be for a period of more than one year at a stretch.

6.2. Modes of Entering into CAMC

Broadly speaking there are two modes;

- Maintenance contract with the manufacturer/supplier of the item
- Maintenance Contract with a technically competent firm, not necessarily the manufacturer/supplier of the item.

6.3. Maintenance Contract with the Supplier for the Items

- In this system the quotation/tender documents meant for supply of the item also contain the requirement for maintenance contract and the bids are to be evaluated by considering both the costs (viz. the cost of the equipment and cost for maintenance) together.
- The details of the services desired for maintenance of equipment and also the required period of maintenance is suitably mentioned in the quotation/tender documents and the suppliers/tenderers are required to quote accordingly.
- The suppliers/tenderers are also required to indicate the facilities and service centers available with them to maintain the equipment in a trouble-free manner. Further, the duties and responsibilities of both the supplier and the purchaser in connection with the maintenance of the equipment are also to be clearly defined in the quotations/tenderers documents as well as in the resultant contract. The price schedule for maintenance contract should be indicated.

6.4. Maintenance Contract with a Technically Competent Firm, not Necessarily the Supplier/ Manufacturer of the Items

- It may not always be necessary especially for comparatively simpler and cheaper items to have the maintenance contract only with the original supplier/manufacturer.
- There may be other technically competent firms also which can maintain the item satisfactorily at a cheaper cost. In such case a separate quotation/tender document may be floated with required terms & conditions of maintenance for obtaining quotations/tenders from desirable parties. The technical stipulations and other terms & conditions of such a quotation/tender document are to be drawn on above lines.
- Additionally, the eligibility criteria of the suppliers/tenders are also to be indicated. The eligibility criteria will include the suppliers/tenders past experience, financial strength, technical capability etc. The supplier/tenders are also to give security along with their quotation/tenders failing which their quotes become unresponsive.

6.5. Cancellation of Maintenance Contract

With the time, purchaser's personnel may acquire enough expertise to maintain the equipment themselves without any outside help, and do not want to continue the maintenance contract for some other reason. Under such condition a suitable clause is to be incorporated in the quotation/tender documents in the following lines that;

"The purchaser reserves its right to terminate the maintenance contract at any time without assigning any reason and the supplier cannot claim any compensation for such termination. However, if any payment is due to the supplier for maintenance service already performed in terms of the contract, the same will be paid to the supplier as per contract terms".

6.6. Repair and Servicing of Equipment's/Instruments/Plants and Machinery

As per existing provisions of Act & statutes, the Estate Officer, as mentioned in Clauses (x) of Chapter-III (3.14) of Statute, to provide the installation, use and maintenance of university equipment and as well as to be directly responsible to the Vice-Chancellor and perform such other duties and functions as may be assigned to him time-to-time by the Vice-Chancellor, therefore, is authorized to enter into a lawful agreement. In normal course the repair works of all machines/equipment's/plants/instruments etc., shall be carried out similarly as provided for the purchase of goods in the Purchase & Stores Management Manual-2022.

Further, repair of highly specialized and sophisticated Equipment/Instrument/Plants and Machinery can only be taken up by a single firm. User shall submit the proposal for repair and servicing to Estate Officer through his/her controlling officer. Estate Officer constitute a committee of two scientist/officers in consultation with user controlling officer, which will examine the request of user and reasonability of rate and thereafter on the basis of such report the concerned committee shall recommend the proposal for repair & servicing of the article based on availability of funds for the same purpose to the Estate Officer. Estate Officer submit the proposal to Vice-Chancellor for approval and sanction through Finance Comptroller. Finally, after obtaining approval and sanction from the competent authority work has been awarded to the concern firms as per terms and conditions by the Estate Office and after completion of job, work completion report shall be verified by the Estate Officer before payment process.

In case of repair of electronic gadgets/ items like computer, laptop, photocopier etc., the inspection report of ICT cell of the university shall be needed for further process.

CHAPTER-VII

Condemnation of Stores and Survey Report

7.1. Condemnation of Goods and Survey Report

(i) The items declared obsolete/surplus/unserviceable should be examined by a committee as given below to declare an item of stores as obsolete, surplus or unserviceable and recommend its disposal. The committee should take into account the prescribed or stipulated life span of the items. In case such span is not over, the committee should examine the conditions of items and record suitable reasons for early condemnation. If an item has become obsolete/surplus/unserviceable on account of negligence on the part of any employee of the university the same should be clearly brought out for appropriate action.

(ii) Where the prescribed life span of item is already over, it should normally be taken as enough ground for declaring the item obsolete and unserviceable. However, the condition of the item should still be thoroughly examined to see whether the item could be put to further use in an economical manner.

(iii) In other case, where the life span is not over or no life span has been prescribed or stipulated, the reasons for declaring the item unserviceable may be normal wear and tear, excessive use in university interest, accident, fire, flood, and other natural causes, damage due to insects, rats etc., a specific reason should be recorded by the committee.

A committee shall be constituted by the competent authority after receiving the proposal from the controlling officer consisting of following members to prepare a condemnation and survey report;

- | | | |
|---|---|------------------|
| i. Estate Officer
(nominated by the competent authority) | - | Chairman |
| ii. Nominee of the user department | - | Member Secretary |
| iii. Comptroller or his nominee | - | Member |
| iv. C.P.O./O/I-Purchase/Stores | - | Member |
| v. Expert from the relevant field | - | Member |

The committee shall give its recommendation on the survey report for final approval and disposal to the controlling officer, who will process it for approval of the competent authority. The power for final sanction of survey report and disposal shall be as under, on the basis of book value.

- | | | |
|---|---|--------------------|
| i. Board of Management | - | Full power |
| ii. Vice-Chancellor | - | Full power |
| iii. Dean/Director/Comptroller/Sectional Head | - | Upto Rs. 50,000.00 |

7.2. Write Off of Losses

The authorities as mentioned above in 7.1 may also write off the losses upto the financial limits indicated against their position for each transaction incurred on account of.

(i) Value of stores/items lost and/or damaged in transit and

(ii) Extra freight charges incurred in the transportation of stores/items including the demurrage charge.

(iii) Losses occurs due to the extraordinary events or circumstance beyond human control such as natural calamities, war, strike, riots, crimes, theft, disease outbreak and fire.

CHAPTER-VIII

Disposal of Goods

8.1. Disposal Principles

Refer the BFR rule 142 for disposal of goods.

8.2. Modes of Disposal

Refer the BFR rule 143 for modes of disposal of goods.

8.3. Disposal through Advertised Tender

Refer the BFR rule 144 for disposal of goods through advertised tender.

8.4. Disposal through Auction

Refer the BFR rule 145 for disposal of goods through auction. Proper inventory shall be prepared by the department and examined by the duly approved committee by site visit.

8.5. Disposal at Scrap Value or by Other Modes

Refer the BFR rule 146 for disposal at scrap value or by other modes.

A committee shall be constituted by the competent authority after receiving the proposal from the controlling officer consisting of following members for disposal;

- | | | |
|------------------------------------|---|------------------|
| i. Sectional Head or his nominee | - | Chairman |
| ii. Nominee of the user department | - | Member Secretary |
| iii. Comptroller or his nominee | - | Member |
| iv. Expert from the relevant field | - | Member |

CHAPTER- IX

Stores/Goods Management

9.1. Receiving of Goods/ Items

Store In-charge shall be responsible for receiving the goods/ items supplied against the order issued by the Central Purchase Office after thorough checking of packaging/ seal box etc., in question and also collect the original bill/challan/ invoice of the same. Receiving shall be given by store in-charge to the supplier against the supply of items.

9.2. Consignment Received in Damaged Condition

In case the consignment has been received in a damaged condition, open box etc., then immediately communicate to the supplier and if supplier not responded, not issue any receiving to the delivery person. Safe delivery of item as per required specification is complete responsibility of supplier. In this case, CPO/I/c- Purchase may reject the goods with proper noting the reason for not receiving the items and communicate to the supplier and direct to collect the damage items within due course of time.

9.3. Stock Register

The consignments having been received in the stores will be opened safely and material kept ready for inspection by the verification/inspection committee. After due verification, items/ goods shall be entered in respective stock register with complete details. After stock entry in central store, the goods shall be transferred to the respective stock register of indenter/requisitioner department and put up the details of issue of goods and mentioned the present stock position.

9.4. Intimation to the Indenter about Receipt of Stores/Goods and Necessary Verification

On receipt of stores/ goods the store-keeper will intimate the indenter/user on an intimation slip (Annexure-20) about the receipt of goods. The user/purchaser will make immediate arrangement for the inspection/verification of the material in the store premises or at user site and satisfy himself thoroughly about the proper receipt and working of the material as per order. In this context, if the indenter/purchaser feels the need of another expert of the concerned field for his support and advice may co-opt such expert by requesting the concerned sectional head to this effect and after having satisfied himself thoroughly about the proper receipt and working of the material as per order, will record the following certificate on reverse of the bill/invoice that "*Certified that the supplied items/goods examined by us and found quality and quantity as per specification of material ordered for*".

.....
Signature of verifying Officer/Committee

.....
Counter signed by head of office/department

9.5. Stock Entry

If the items/goods received have been found in order and the inspection/verification certificate as above has been recorded on the back of the bill by a proper verification committee, then the goods/items shall be taken in stock in the stock ledger/register mentioning complete details like name of items, agency, invoice detail, cost of items, quantity etc., and stock ledger shall invariably counter signed by the Central Purchase Officer/ O/I- Store/ O/I- Purchase. The In-charge Stores shall record the following certificate on the back of the bill.

Certified that the material listed on the reverse in this bill from Sl.No.....to..... have been received in good condition and entered in Stock Register.....Vol..... Pages..... Dated..... of Central Store, BASU, Patna and items transferred to unit/ section Stock RegisterVol..... Pages.....Dated.....

9.6. Passing/ Submission of the Bill

The mathematical calculation of the bills, their stock entries, verification certificates, GST/ taxes charged, and excise incidental charges, proper observance of purchase procedure in the

bill shall be checked by the accountant/ store clerk and the sectional head with reference to the order placed and bill to be entered in the prescribed register under his initials. The bill shall not be passed without proper purchase inspection, sanction and proper approval for purchase of the competent authority, inspection certificate and stock entry certificate etc.

9.7. Sending of the Bill to the Finance Comptroller Office for Payment

After the proper examination as above has been done and appropriate certificates recorded on the bill, the bill shall then be forwarded to the Finance Comptroller with the recommendation for payment. The bill may be admitted for payment by the Dean/Director/Controlling Officer/Sectional Head/CPO/O/I-Purchase.

On receipt of the duly recommended bill, the Comptroller shall cause the bill to be examined by his office and arrange for payment by a cheque drawn/RTGS/online mode in the name of the actual payee and shall cause necessary entries to be made in the appropriate account record in his office. The Comptroller shall send an intimation of payment to the Sectional Head/Concern Offices in the prescribed order/advice form for record.

9.8. Stocking

The entire store/goods kept in the main store or departmental stores as the case may be shall be under the charge of storekeeper. The stores/goods shall be properly stocked in the store with entry/inventory for accounting purposes.

Stores for accounting purposes shall be classified as under;

- Consumables stores/goods e.g., chemicals, glassware, consumables, feeds, stationary etc.
- Non-consumable stores/goods e.g., small goods, furniture, computers etc.
- Assets stores/goods e.g., Machinery and Equipment's, etc.
- Livestock & Poultry

(i) Stock entries for the goods/stores shall be made in the classified stock register only i.e., there shall be a separate register for consumable, non-consumable stores/ assets stores and livestock & poultry.

(ii) Store in the department shall be under the direct supervise of head of department, who shall be responsible for their safety and maintenance of account in proper manner.

9.9. Issue of Stores/ Goods

- All issues of stores/goods shall be made on proper issue/demand slip (Annexure-22) as they may be on the authorization of the department head/ officers authorized by his/herself not below the rank of Group-3 staff, issue entries made in the stock ledger against the authorized issue slip shall be checked 100% by the official other than the storekeeper but higher in rank to him, 50% of these issue entries will also be checked by the Head of the Department or his representative not less than the rank of Superintendent Stores/Assistant Stores Purchase Officers/Asstt. Engineer. The Store In-charge shall invariably countersign these receipt entries.
- No material what so ever shall be allowed to leave the stores without a gate pass, indicating the actual number quantity of material being issued at time. A copy of the gate pass shall be given to the carrier of the material and another to the Gateman/Chowkidar on duty for necessary check. After the material has reached the site the officer/overseer concerns shall collect the gate pass from the carrier for the purpose of verification as to the number/quantity of the material indented collected from Central Stores and actually received at site.
- The Gateman/Chowkidar on duty shall not allow outward movement of any stores without a valid Gate pass. If he finds and store moving out without valid gate pass, he shall immediately report the matter to the Security Officer who shall take necessary action at his end.

- Movement of any stores/material what so ever from the department stores or any unit of the section to any place outside the building shall not be allowed by the chowkidar on duty without a valid gate pass.
- The account of all tools and plants issued to individual workers and technicians shall be maintained in personal inventory tool book by the store keeper. Thus, all the tools/plants /equipment issued to the individuals shall be properly entered in the store keeper in personal inventory registrar so that at the time of that individual leaving to university, all these equipment are taken back and only then "No Dues Certificate" is signed.

9.10. Annual Physical Inspections/ Verification

Refer the BFR rule 138 for annual physical verification. An annual verification of the stock and property of the University will be carried out by each section/department. The Dean/Director/Sectional Head concerned will nominate the person who shall carry out the verification in the month of June every year and send a copy of the verification report to the Finance Comptroller Office. If any discrepancies occurs/arises during the annual inspection of stores, controlling officers immediately short out the issues on priority basis at his own level, even though problem persist, then communicate to the Vice-Chancellor.

9.10.1. Verification of Fixed Assets

Refer the BFR rule 138 (1) for verification of fixed assets.

9.10.2. Verification of Consumables

Refer the BFR rule 138 (2) for verification of consumables.

9.10.3. Procedure for Verification

Refer the BFR rule 138 (3) for procedure of verification.

9.11. Buffer Stock

Refer the BFR rule 139 for buffer stock. The optimum buffer stock should be determined by the competent authority. Accordingly, buffer stock of day-to-day use consumable items shall be maintained in central store to fulfill the requirement of different offices, so that office work shall not be affected.

9.12. Physical Verification of Library Books

Refer the BFR rule 140 for physical verification of library books.

9.13. Transfer of Charge of Goods, Materials etc.

Refer the BFR rule 141 for transfer of charge of goods, materials etc.

9.14. Control Register

- A control register (Annexure-24) shall be maintained for all the stock ledgers and other important register also. As and when a new register is to be opened, it shall be entered in the control register and number allotted to it. No ledger/register without the control register reference shall be taken as authentic. The annual stock entry verifying officer before verifying the entry shall invariably see that the entry has been made in the proper register.
- All the ledgers/registers shall bear the following two certificates signed by the officer in-charge of the stores.
 - i) *Certified that this register contains pages from.....to.....*
 - ii) *Certified that this register has been entered in the control register and the number allotted so it isas per page no.....of the control register.*

9.15. Registration of Suppliers

- The University shall draw a list of registered suppliers for various articles under supply to the University through Central Purchase Office and University Rate Contract Committee (URCC) shall take necessary steps for the registration of supplier in University. This list shall invariably include manufacturer/their authorized distributors/stockiest for the articles. The list shall also include the firms that are on

State Govt. rate contract and D. G. S. & D. rate contract, sometimes reputed manufacturers like Philips, Compton, Bajaj, I.O.C., LG, Samsung, HP, Sony, Voltas and other manufacturers of repute etc., unless and until blacklisted by the University, will be included in accordance for suppliers for the University.

- Firms which are on D.G.S.&D. rate contract, university rate contract and manufacturers of repute as per detail above shall automatically be included in the approved list of suppliers for the University without payment of registration fee. Firms other than this category will requested to apply for the registration with a registration fee of Rs. 2000/- (Annexure-2) which include all possible information about the firm and its credentials which will be examined by the University Rate Contract Committee.
- The committee after a proper scrutiny will approve or disapprove the firm for registration as supplier for the University and record its approval accordingly.
- The firms, which have already been registered, shall continue to be registered supplier of university till they have not been removed from the government or university by any unfair means.
- Central Purchase Officers/Officer In-charge Purchase from time to time shall circulate the list of registered suppliers to all the department for their perusal.
- If a department has any other firm to be endorsed other than registered suppliers the same may be referred to Central Purchase Officer/O/I-Central Stores, who after enquiring about the credentials of the firm will register the firms after due scrutiny by the URCC.
- In addition, the list of registered potential supplier depending on the nature, value and importance of the stores in question may also be gathered from different sources for the purpose of quotation/enquiries.

CHAPTER-X

Government e-Marketplace (GeM)

10.1. General Terms and Conditions on GeM 3.0 (Version 1.21)

10.1.1. Introduction

The Government e-Marketplace (GeM) platform was launched on 9th August, 2016. This document is an electronic record published by GeM under the provisions of the Information Technology Act, 2000 and the rules made there under (as applicable) and shall act as valid agreement between Seller / Service Provider and Buyer. Further the use of GeM Portal for Sale / Purchase of Goods / Services and the resulting Contracts shall be governed by the following General Terms and Conditions (GTC) (unless otherwise superseded by Product / Service specific Special Terms and Conditions (STC), Product / Track / Domain Specific STC of Particular Service including its SLA (Service Level Agreement) and BID/Reverse Auction Specific Additional Terms and Conditions (ATC) as applicable). The portal is owned and managed by GeM SPV which is a non- profit Company registered under the Companies Act, 2013. GeM SPV operates, monitors and supervises all the business transactions on the portal through the Managed Service Provider as per defined roles and responsibilities.

10.2. Buyer

Buyer is the Contract placing authority, which includes Central/State Government Ministries/Departments including its attached/subordinate offices, Central/State Public Sector Units (PSUs) and Autonomous Bodies acting through its authorized officer(s) for and on behalf of President of India/Governor of the State /PSU/Autonomous Bodies, as the case may be, for purchase of Goods/Services offered by Sellers on GeM.

10.3. Seller / Service Provider

Seller means any legal entity such as firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies etc., registered on GeM to sell its Good(s) / Service(s) to the Buyers registered on GeM. The "Seller on GeM" will be either OEM (Original Equipment Manufacturer) or Seller having authorization to sell products manufactured by the OEM in open market.

In case of Services related to Goods, Service Provider on GeM will be either OEM or Service Provider having authorization to Service products manufactured by that OEM in open market. In respect of other Services, Service Provider on GeM will be any legal entity offering its services.

10.4. User ID and Password

All users including Buyers and Sellers (primary as well as secondary) will get User ID and Password created on GeM following due registration process defined on GeM. It is the responsibility of the user to keep their User ID and Password secure and confidential. Individual user shall be solely and completely responsible for all transactions taking place on GeM portal using his / her User Id and Password and GeM shall not be responsible in any manner.

10.5. License

It means by registering the Seller and by offering Product / Service details on GeM, the Seller grants GeM a non-exclusive, royalty-free, irrevocable, perpetual and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, distribute, and/or display the content/materials which has been submitted to GeM excluding Aadhaar No. In case of registration of Primary user and creation of secondary user(s) by the Buyer/Seller, their Aadhaar (UID) details collected by GeM are solely for user verification and to apply e-signing on the documents. The e-sign is at par with digital signatures as per Information Technology Act Amendment 2008 and it works based on details available in Aadhaar database of UIDAI and there is no interference / intrusion in their personal details.

10.6. Contract

It means the purchase order created / issued by the Buyer on GeM for supply of Goods / Services in electronic form which includes scope of supply, delivery instructions and specifications etc. as ordered by Buyer against such Contract besides the subject GTC, STC/ATC as the case may be.

10.7. Creation of Buyer ID on GeMPortal

(a) To create a “Purchaser (s)/Buyer(s)” account in GeM, HOD/Primary User (Office memorandum on clarification of HoD/Primary User on GeM) in respective government departments should visit GeM at <https://gem.gov.in/> “Organizational Information” and “Primary User Details” should be entered in GeM in the link “User registration Document” at <https://gem.gov.in/register/org/signup>.

(b) For “Organisational Information”, the details of the user departments appear in drop down menu. User departments are just required to select the appropriate choices from drop down menu. In case, any of the “Purchaser (s)/Buyer(s)” department is not appearing in drop down menu, the “Purchaser (s)/Buyer(s)” should enter the details of their respective organisations under the head “others”. The same shall be appropriately incorporated in the database for future references.

(c) For “Primary User Details”, “HOD/DS/Equivalent officer” in respective government user departments shall enter their “Employee ID” and “Aadhaar Number” in the system. Based upon aforesaid information, their complete details including official email id (as per NIC records) and mobile number (as per Aadhaar database) shall be populated in the remaining cells of “Primary User Details”. Primary users are required to verify and ensure that the details as populated from “Employee ID” and “Aadhaar” Database are correct and currently in usage. In case, “email Id” as generated from “Employee ID” database is not valid/updated, user must take up with NIC to get their valid “email Id”. Only the users with valid “email Id” from NIC, are authorized to enroll in the system as government buyer. However, in case the mobile number, as generated from “Aadhaar”, is currently not in usage, GeM gives user the flexibility to update his mobile number in the system.

(d) The users are required to validate their email Id and mobile number through confirmation link on email and OTP on mobile.

(e) The Primary Users are also required to separately enter their official telephone number (landline/mobile) and NIC email ID of their Reporting officer/ Administrative Officer in their organisation.

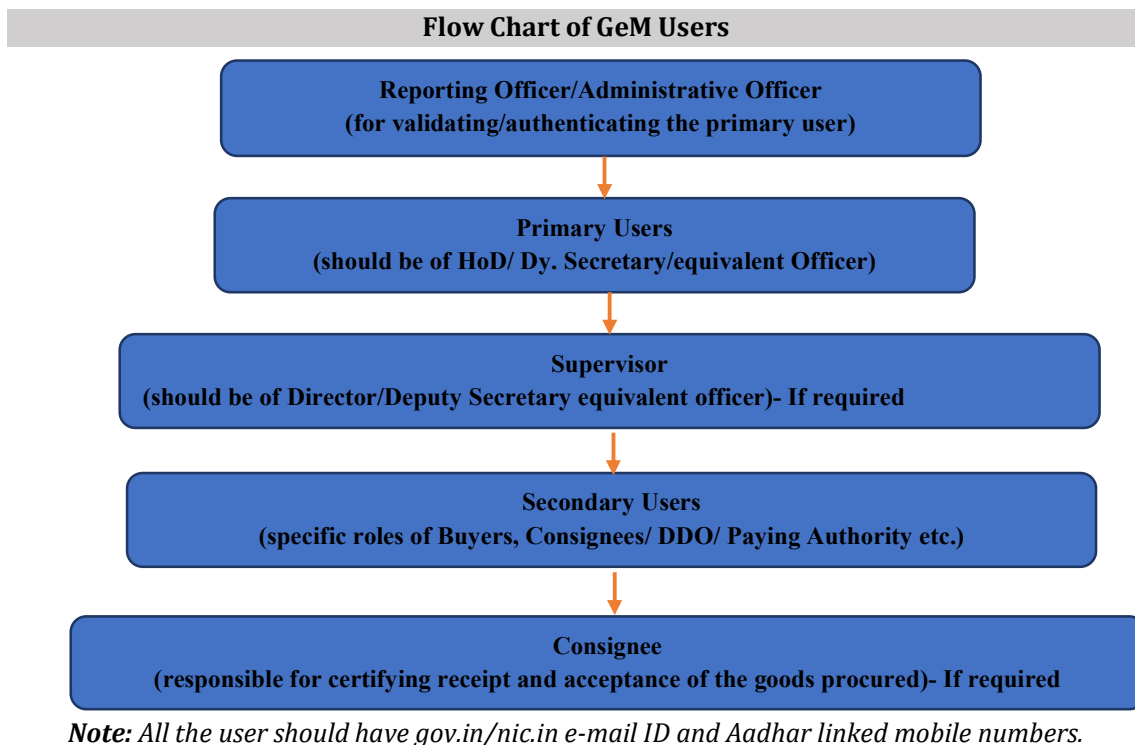
(f) After details of “primary user” are validated by system, a confirmation mail shall be sent to the “Reporting Officer/Administrative officer in the buyer’s organisation” by the system for validating/authenticating the primary user. As soon as, Reporting Officer/Administrative officer’s validation/authentication is received by the system, the primary user account is activated in GeM.

(g) Primary users, in turn, can create secondary subordinate users in the system with specific roles of Buyers, DDOs, Consignees and PAOs. The primary users can also create a supervisor in the system to whom all the activities carried out by secondary subordinate users are notified. Primary user is the administrator of secondary subordinate users and supervisor under his control. He can modify the roles assigned to them.

(h) For the change/modification of primary user, if any, the on-going primary user, on transfer/superannuation, as the case may be, will hand over to his successor, who will enroll in the system, following the aforesaid prescribed drill and authenticate his account details.

(i) In case of transfer of secondary user, no change hand over of IDs are required as primary user can terminate secondary user anytime and create new secondary user with the new roles as per the requirement of the organization.

(j) All the HoD of Department (Primary user) may create an email on gov.in/nic.in on post-based account (Not in personal account). This post-based email address should be used as Primary user ID.



10.8. Role, Responsibilities and Obligations of Seller/ Buyer

A. Role and Responsibilities of Sellers on GeM

(i) Only Director (s) / Partner (s) / Proprietor (as applicable) are authorized to become Primary User and register any legal entity on GeM as Seller.

(ii) Once Seller/Service Provider is registered and account is created on GeM, the Primary user of the Seller/Service Provider can create Secondary User Accounts within Seller/Service Provider Organization with different Roles and Responsibilities. However, the Primary User creating Secondary User accounts shall continue to be fully responsible and accountable for all actions / transactions done by Secondary Users on GeM Portal.

(iii) Since GeM is a trust-based Portal, the complete accuracy and integrity of data submitted in respect of the Seller and also in respect of the Goods / Services offered on GeM will be the sole responsibility of the Seller/Service Provider. Seller will be liable for administrative action as per GeM terms and conditions in case of any discrepancy / infirmity in any data / information submitted on GeM.

(iv) The Primary / Secondary Users of Sellers, offering Goods/Services and/or participating in e-Bidding / Reverse Auction on GeM, must ensure that they have the requisite authorization to enter into contract with Buyer(s) in GeM for and on behalf of the Seller, failing which such Seller as well as the individual(s) shall be vicariously liable for its actions and also for any liability arising out of such actions.

(v) Seller can offer any number of products. However, it will be the sole responsibility of the seller to satisfy themselves regarding possessing the requisites for doing business for the offered product(s). The Sellers are solely responsible for ensuring that there is no violation of any Intellectual Property Rights in their offer for sell / providing service on GeM.

(vi) The Seller should not exercise any corrupt influence on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency, integrity and fairness in all activities related to GeM.

(vii) The seller would represent its business on the GeM portal and is mandated to comply with all the terms and conditions of the platform. Sellers would be solely and absolutely responsible for the information provided about their organization, business, products and services on the portal and would be required to produce proof of such information, if requested at any point in time by the Buyer and / or GeM.

(viii) GeM would not allow creation of any fresh data related to Seller identity on GeM portal. All details provided by the Seller at the time of registration would be counter checked / verified through other data bases of Government such as PAN, MCA 21, Udyam Registration etc. Further, in case of any conflict in details after registration, Seller's registration would be automatically suspended. It is the Seller's responsibility to keep all their information on GeM updated with the latest change(s). Non-updating of details on GeM within 7 days of such occurrence would make Seller liable for administrative actions.

(ix) Eligibility of Sellers in terms of Turn Over / Past Performance / Profitability etc. and also their eligibility for availing various benefits / advantages in terms of various Govt. Policies / Guidelines / Acts / Laws etc. shall be determined solely on the basis of data fetched / validated or verified through external agency / owner of that set of database such as Income Tax / PAN Data Base, GSTN, etc. Any default in sellers updating their data on partner sites / validating databases and any fall out of the same impacting adversely any transaction on GeM, shall entirely and exclusively be Seller's responsibility.

(x) The Seller shall be solely responsible for the Goods / Services including, without limitation, the applicable guarantee / warranty, shelf-life, quantity, quality and the title and for giving the correct and accurate details of the offer their Goods and / or /Services indicating product specifications, quantity which can be supplied over the specified time period, etc. as per catalogue prescribed in GeM. Seller would ensure that the Goods or /Services offered are latest, new and complete in all respects. The individual Sellers shall ensure that the products offered in e-Bidding and/or ordered shall remain available on GeM during the bid / contract validity period.

(xi) Sellers shall offer minimum discount of 10% on the Maximum Retail Price (MRP) mandatorily (unless otherwise specified for offering their products on GeM). Sellers are free to offer higher discounts. The Seller must offer its best possible lowest price on GeM and undertake that it would not sell or offer to sell the same product outside GeM in comparable quantity on similar terms and conditions at a price equal to or lower than Offer Price on GeM. In case any such infringement by Seller is noticed, the Seller shall be liable to be removed / debarred from the GeM.

(xii) By offering their product on GeM, the Seller agrees for sharing price details of the offered Goods / Service by GeM authorities with other Government agencies including Department of Excise & Customs, Income tax, GST etc.

(xiii) Listing of Goods / Services in irrelevant / inappropriate categories is strictly prohibited. If any such infringement made by Seller leads to placement of a contract by any Buyer for such inappropriately offered product(s)/service(s) by the Seller, such contract shall be treated as null and void. No claim whatsoever against such contract shall be admissible and entertained.

(xiv) The Seller(s) shall pass on all the benefits associated with any scheme / offer / freebies provided by the OEM on any product from time to time on an "as-is basis" to the Buyer. This obligation will also apply to OEM's directly supplying the goods. Holding back any such offer or accounting such freebies in quantity supplied shall make such consignments liable to be rejected by the consignee and shall also be considered as inappropriate and against the GeM policies for which GeM reserves all rights to take necessary action against such Seller/OEM as deemed fit.

(xv) By registering on GeM and by participating in any bid on GeM, Seller undertakes that presently it is not "Debarred from Bidding" on the grounds mentioned in Rule 151 of GFR 2017.

B. Role and Responsibilities of Buyer on GeM

Buyer Registration on GeM is divided in two categories;

a. Primary User:

In GeM, the Primary User is as under;

- (i) Any officer of Central / State Government / Autonomous Bodies / Constitutional Bodies / Statutory Bodies at the level of Deputy Secretary of the Government of India or equivalent.
- (ii) Head of the Office at Sub Centre / Unit / Branch, can Register his / her organization / unit on GeM portal as Primary User.

- Primary User shall be responsible for registering the organization on GeM, for creating User accounts for Secondary Users, but not below the rank of a section officer/equivalent, assigning them roles and responsibilities on GeM and for supervision of all transactions performed by Secondary Users under him / her.
- The primary user can also create a supervisor in the system. The Supervisor in the system shall be Director/Deputy Secretary equivalent officer. All the activities carried out by the secondary users in the GeM are notified to the concerned Supervisor Officer apart from being notified to other concerned secondary users. For example, if Secondary User "A" places purchase order in GeM with Secondary User "B" as consignee and Secondary User "C" as PAO, the system notification shall be sent to Secondary Users "B" and "C" as soon as Secondary User "A" places online order in GeM apart from sending notification to concerned supervising/supervisory officer.
- Primary user is the administrator of secondary subordinate users and supervisor under his control. He can modify the roles assigned to them.
- Primary User shall also be vicariously responsible for ensuring compliance of General Financial Rules and / or Rules Governing Public Procurement in respect of their organization, all GeM terms and conditions and other Procurement Policies / Guidelines notified by the government from time to time, by all the secondary users including timely payments and for dispute resolutions as per GeM terms and conditions.
- Primary user cannot perform any Procurement related transactions on GeM portal.

b. Secondary Users:

- Secondary Users are officials responsible for procurement transactions on GeM including Placement of Contracts, Receipt of Stores, and Payments to the Sellers etc.
- The access rights permissible to registered Secondary users would be decided by the Primary User of the Department.
- Secondary Users may be given the roles of Buyer / Consignee / Drawing and Disbursement Office (DDO) / Paying Authority etc.
- For transaction on GeM portal, Buyer is the official who is responsible for processing procurement transaction up to Order Placement stage.
- The secondary users cannot create further users in the system.
- **Consignee** is the Secondary User in Buyer Organization responsible for certifying receipt and acceptance of the goods procured.
- **Buyer's responsibilities on GeM portal are as under;**

(i) The Buyers are responsible to ensure that the procurement done by them are in compliance of General Financial Rules and / or Rules Governing Public Procurement in respect of their organization, all GeM terms and conditions and other procurement Policies / Guidelines notified by the government from time to time, including timely payments as per GeM terms and conditions.

(ii) The Buyers (in all capacities i.e. as Buyer, Consignee, DDO, Paying Authority etc) are responsible to ensure that the procurement done by them are in compliance with GeM Terms and Conditions / Guidelines and all contract related transactions are completed within time lines prescribed in GeM Contract.

(iii) The Buyers must ensure that they have the requisite authorization to enter into contract with Seller(s) on GeM for and on behalf of the organization, failing which such individual(s) shall be individually liable for its actions and also for any liability arising out of such actions.

(iv) While making procurement on GeM, the Buyers shall judiciously search and shortlist items using filters such as quantity, technical parameters, delivery period, warranty period, consignee location(s), Seller's eligibility etc. as per their approved requirements. Placement of contract for a product / service uploaded by the Seller in any wrong/inappropriate product category is strictly prohibited and such contracts shall be treated as null and void and such Buying shall adversely affect Buyer Rating on GeM.

(v) The Buyers shall satisfy themselves that the price of the selected offer is reasonable. Buyer is at liberty to utilize all the data / information and Business Analytics made available in GeM including e-bidding and reverse auction.

(vi) The Buyers, before placing the order on GeM, should have the required mandatory approval with prior sanction and approval of the competent authorities and shall be in compliance with and as per procedures outlined in GFR and other procurement guidelines issued by the Government from time to time.

(vii) On award of the Contract(s), it would be construed that the Buyer has obtained all necessary Administrative & Financial sanctions of the competent authority and adequate funds are available indicating the relevant Head of accounts in the awarded Contract(s).

(viii) The Buyers should not exercise any corrupt influence on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency and fairness in all activities related to GeM.

(ix) Buyers are not allowed to place any order at GeM prices outside GeM. The prices on GeM are only applicable if the procurement is made through GeM portal. Using GeM prices for procurement outside GeM portal is strictly prohibited. Further, Buyers are not allowed to place any off-line contract to the Seller directly based on the outcome of e-Bidding / RA conducted on GeM. All such contracts shall be treated as null and void and GeM reserves the right to delete all data related to such transactions from GeM database besides taking suitable actions against such Buyers including suspension from GeM and / or reduction of Buyer rating etc.

10.9.Provisions of Online Purchases by the Government Organization

Refer clause 4 of General Terms and Conditions of GeM for details.

10.10. Proprietary Article Certificate (PAC) Buying

Refer clause 4 (ix) of General Terms and Conditions of GeM for details.

10.11. e-Bidding and Reverse Auction (RA) on GeM

Refer clause 4 (xiii) of General Terms and Conditions of GeM for details.

10.12. Prices

Refer clause 6 of General Terms and Conditions of GeM for details.

10.13. Performance Security/Guarantee

Refer clause 7 of General Terms and Conditions of GeM for details.

10.14. Integrity Pact

Refer clause 9 of General Terms and Conditions of GeM for details.

10.15. Guarantee and Warrantee

Refer clause 10 of General Terms and Conditions of GeM for details. The Goods/Services supplied under the Contract(s) shall be in accordance with the contract specifications & quality and the Goods shall be brand new and have standard Guarantee/Warrantee for one year period from the date of final acceptance by the consignee unless otherwise specified in category specifications, specific Bid/RA. Seller, may provide longer Guarantee/Warrantee period (i.e. more than 1 year) and in such case, it shall prevail over standard Guarantee / Warrantee period of 1 year stipulated in these GTC.

10.16. Buyer / Consignee's Right of Rejection (Return Policy)

Refer clause 11 of General Terms and Conditions of GeM for details.

10.17. Payment Authority and Payment Terms

Refer clause 12 of General Terms and Conditions of GeM for details. Payments shall be made to the Seller in the manner below:

(i)**For Goods:** In case of goods, 100% payment will be released within ten (10) days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills unless otherwise specified in STC / ATC.

(ii)**For Services:** In case of services, 100% payments on the basis of monthly (unless otherwise specified) bills will be paid within ten (10) days of issue of consignee receipt- cum-acceptance certificate (CRAC) and on-line submission of bills unless otherwise specified in STC / ATC.

10.18. Terms of Delivery

Refer clause 13 of General Terms and Conditions of GeM for details.

10.19. Delivery Period

Refer clause 14 of General Terms and Conditions of GeM for details.

10.20. Extension of Delivery Period and Liquidated Damages

Refer clause 15 of General Terms and Conditions of GeM for details.

10.21. Dispute Resolution between the Buyer and the Seller / Service Provider

Refer clause 16 of General Terms and Conditions of GeM for details.

10.21.1. Amicable Settlement

Refer clause 16.1 of General Terms and Conditions of GeM for details.

10.21.2. Arbitration

Refer clause 16.2& 16.3 of General Terms and Conditions of GeM for details.

10.22. Termination for Default

Refer clause 19 of General Terms and Conditions of GeM for details.

10.23. Closure of Transaction

Refer clause 20 of General Terms and Conditions of GeM for details.

10.24. Grounds for Administrative Action

Refer clause 21 of General Terms and Conditions of GeM for details.

10.25. Miscellaneous Provisions

Refer clause 23 of General Terms and Conditions of GeM for details.

10.26. Incident management Policy on GeM

Refer clause 24 of General Terms and Conditions of GeM for details.

10.27. Use of Aadhaar Number in GeM

Refer clause 25 of General Terms and Conditions of GeM for details.

10.28. Caution Money Deposit

Refer clause 27 of General Terms and Conditions of GeM for details.

10.29. One Bid per Bidder

Refer clause 29 of General Terms and Conditions of GeM for details.

CHAPTER-XI

Procurement of Services

Procurement of services includes hiring of IT Professional Services, Manpower Services, Security Services, Transport Services, etc., from seller/service providers for a defined time period. For details refer the BFR rule and GTC of Government e-Marketplace.

(i) Identification of Work / Services required to be performed by Consultants: Refer the BFR rule 131-W for details.

(ii) Preparation of scope of the required work / service: Refer the BFR rule 131-X for details.

(iii) Estimating reasonable expenditure: Refer the BFR rule 131-Y for details.

(iv) Identification of likely sources: Refer the BFR rule 131-Z and clause (i) & (ii) for details.

(v) Short listing of consultants: Refer the BFR rule 131-ZA for details.

(vi) Preparation of Terms of Reference (TOR): Refer the BFR rule 131-ZB for details.

(vii) Preparation and Issue of Request for Proposal (RFP): Refer the BFR rule 131-ZC for details.

(viii) Receipt and opening of proposals: Refer the BFR rule 131-ZD for details.

(ix) Late Bids: Refer the BFR rule 131-ZE for details.

(x) Evaluation of Technical Bids: Refer the BFR rule 131-ZF for details.

(xi) Evaluation of Financial Bids of the technically qualified bidders: Refer the BFR rule 131-ZG for details.

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

(xiii) Monitoring the Contract: Refer the BFR rule 131-ZH for details.

(xiv) **Outsourcing of Services:** Department may outsource certain services in the interest of university. Refer the BFR rule 131-ZI for details.

(a) Identification of likely contractors: Refer the BFR rule 131-ZJ for details.

(b) Preparation of Tender enquiry: Refer the BFR rule 131-ZK for details.

(c) Invitation of Bids: Refer the BFR rule 131-ZL and clause (a) and (b) for details.

(d) Outsourcing by Choice: In an exceptional situation to outsource a job to a specifically chosen contractor, the Competent Authority in the Department may do so in consultation with the Internal Financial Adviser. In such cases the detailed justification, the circumstances leading to the outsourcing by choice and the special interest or purpose it shall serve shall form an integral part of the proposal. Refer the BFR rule 131-ZO for details.

(e) Monitoring the Contract: Refer the BFR rule 131-ZP for details.

CHAPTER-XII

Procurement of Library Books and Journals including e-Journals

Library plays an important role in supporting the research and academic activities of the institute. It identifies, evaluates, procures, processes and makes these learning resources available to the faculty and students for their teaching and research. Therefore, the guidelines depicted in this chapter are to bring uniformity and symmetry in procurement procedure and practices of the library for improving its efficiency, utility and services as well as made the procurement in a transparent, competitive and economical mode.

12.1. Library Advisory Committee: The function of the Library Advisory Committee (LAC) is to support the functioning of the library development and activities with the management. The Committee's main objective is to aid in the establishment of a bridge between the library and the academic fraternity and the institute management. The Library Advisory Committee (LAC) is to be appointed by the Vice-Chancellor of the University.

12.1.1. Composition of LAC

The proposed composition of the LAC is as under:

- | | |
|--|------------------|
| i. Dean/Director of concern | Chairman |
| ii. Faculty (3 to 5 from the major disciplines) | Member |
| iii. I/c- PME Cell | Member |
| iv. Finance Comptroller or his nominee | Member |
| v. I/c- Library Services | Member Secretary |
| vi. Any other member, nominated by the Vice-Chancellor | |

(i) All officers of the library shall participate in the meeting as invitees to provide required inputs.

(ii) This committee is responsible for the drafting guidelines for timely procurement and supervise the allocation and utilization of funds for different departments for purchase of books, journals and other library resources.

(iii) Also negotiate and approve subscriptions to online databases (e-journals, eBooks, CD ROMS).

(iv) The LAC will monitor and evaluate the developments in information technologies, networking, library automation, library cooperation etc., and to direct the library in their adoption from time to time.

(v) The LAC will formulate action plan for the development of library human resource, infrastructure, facilities, products and services as well as liaison between university library with college/institute/department library for available resources.

(vi) The LAC would meet at least once in three months to review the library affairs.

(vii) The committee shall be reconstituted once in two years.

12.2. Procurement of Learning Resources

12.2.1. Procurement of Library Books, Annual Reviews and Monographs

(a) Recommendation: LAC of the university can recommend the books to be procured for their academic courses and research.

(b) Indent Approval: All faculty/divisional indents will be routed through LAC.

(c) Purchase Order: The purchase order will be issued by the Librarian via Registered post/ Courier/ e-Mail following standard terms and conditions.

12.2.2. Empanelment of Vendors

(i) Empanelment of Vendors made through Open/ Limited Tender/RFQ (depending on value of supply order >25,00,000/<25,00,000).

(ii) All the standard terms and condition of tender/RFQ shall be adopted mentioning in this manual.

(iii) The empaneled agencies will be required to enter into an Agreement with university on Non-Judicial stamp paper of 100/-. Also, the firm shall have to deposit a bank guarantee of 5 to 10% of the value of supply order as the Performance Security.

(iv) The initial period of Agreement will be one year extendable to a further period depending on the mutual agreement of university and the agency with such modifications as may be felt necessary. However, during the period of agreement, there can be no change to the terms and conditions of the contract.

(v) Empanelment means just eligibility of a bookseller to receive order for supply of books if selected for purchase.

(vi) The university may empanel more than one Supplier/Publisher and shall be free to purchase books and journals from any one of them. However, the act of empanelment shall not deprive the university of its right to purchase books and journals directly without routing them through the empaneled agencies.

(vii) Discount rates offered by the firms shall not be linked with the quantum of the purchase order.

(viii) The Supplier shall supply all the ordered books within the period as specified in the purchase order. If the supply is not received within the stipulated time, the university reserves the right to cancel either the entire order or part thereof without any further notice/reminder. In case, the supplier needs some more time for supply, he/she should seek in writing on sound grounds for extension of delivery period before supply date expires.

(ix) All Books/Annual Reviews/ Monographs shall be supplied with an authentic price proof.

(x) The Supplier shall append the declaration on the bill that—

- Only the latest editions of the books etc. have been supplied.
- The actual prices of Publications have been charged without any handling/postage charges.
- These are not remaindered titles/ damaged books with missing pages.
- The Indian/Low priced editions of these publications (if foreign) are not available in India.

(xi) Damaged books, books with missing pages shall have to accept back by the supplier even after they have been stamped for accessioning.

(xii) All books carry a discount as per the agreed terms.

(xiii) Librarian should certify on the invoice that the prices quoted there in are the publisher's current prices and, enclose the stamped price proof along with the invoice.

(xiv) Any Supplier found to have cheated by supplying old and remaindered books and defaulted in supplying books even on extended time limit without reasonable grounds, will be liable for blacklisting/debarring besides imposition of penalty to the tune of BASU may deemed fit.

(xv) In case of cheating by charging more than actual Publisher's Price, the Firm can be punished by blacklisting/forfeiting the Performance Security deposit or both.

(xvi) Exhibitions: Library may arrange for book exhibitions through publishers or their representatives or the empaneled suppliers. University will facilitate the exhibitions by providing the space, basic furniture, indent forms, etc., for obtaining book recommendations.

12.2.3. Procurement of Journals

(i) The selection of Publisher (Indian & Foreign) for subscription during the calendar year shall be made by the LAC. The two bids open / limited tender/ RFQ is recommended depending upon the quantum of procurement. Usually, if the quantum exceeds Rs. 25 lacs then open tender is recommended. The financial concurrence should be taken for budget availability and vetting of codal formalities, before obtaining the approval and sanction from the competent authority for purchase of Journals.

(ii) *Terms and Conditions for the Subscription of Foreign and Indian Journals*

- (a) The terms and conditions of inviting tender, mentioned in this manual shall be applicable for the same.
- (b) Firm has to provide Subscriber Number allotted by the publisher against journals subscribed.
- (c) The journals available in dual currencies should be billed in the currency by which the converted cost is the lowest in Indian rupees.
- (d) The Firm/Agency has to specify clearly the Flat discount rate to be given for the supply of journals keeping in view the total order value and such discount will be subject to deduction from the bill amount itself.
- (e) The firm/Vendor has to inform about the availability of free online access to the ordered journals to the university/college library.
- (f) Free online facility of journals where ever it is applicable with the print order has to be IP authenticated on the Institute's IP Numbers.
- (g) Activation of online journals has to be done by the firm without charging any additional charges or subscription.
- (h) The firm/vendor will provide all the facilities of subscription model/license agreement with the publishers where ever applicable.
- (i) The subscription agency has to send periodical reminders automatically to the publishers concerned for any non-receipt of issues and send copies of reminders to us for our verification and records. Agency/firm should provide web-based claim management support so that the order/delivery/claim status can be checked by university as and when required. The company should submit documentary evidence (in the form of website print outs) of such facility and also give website address where this service can be checked.
- (j) The firm should have last Five years' experience in supply of foreign and Indian journals to ICAR Institute's/SA/other UGC recognized universities. The firm /agency should make an undertaking that it will be in a position to supply the foreign and Indian journals as per the list attached.
- (k) No interest would be payable on amount paid by the subscription agent to the publisher on account of delay in payment by the institute.
- (l) The Firm/agency should give undertaking that the firm have necessary permission to deal with foreign and Indian periodicals subscription and make necessary payment in foreign and Indian currency.
- (m) The successful firm will have to enter into an agreement with the BASU on a non-judicial stamp paper of Rs.100/-, the cost of which has to be borne by the tenderer himself.
- (n) The Institute reserves the right to discontinue the service of the firm on the basis of performance in terms of supply of journals subscribed through them.
- (o) All journals are to be supplied for the calendar year January to December, supply of the periodicals should commence from the issue no. 1 of the volume starting during the year unless specified otherwise.
- (p) Initially the contract for supply of journals will be one calendar year i.e. January to December of a year and can be extended for further one year with the approval of Vice Chancellor.
- (q) The periodicity of journal, its time limit proposed relaxation period & penalty as under;

Periodicity of periodicals /journals	Time limit for supply of journals	Relaxation period	Penalty
Weekly	Within 15 days from date of publications	7 days	2% of the cost of the late supplied issue each day and maximum of fifteen days from the date of relaxation

Fortnightly	Within 30 days from date of publication	10 days	2% of the cost of the late supplied issue each day and maximum of fifteen days from the date of relaxation
Monthly	Within 45 days from date of publications	10 days	2% of the cost of the late supplied issue each day and maximum of fifteen days from the date of relaxation
Quarterly	Within 60 days from date of publications	10 days	2% of the cost of the late supplied issue each day and maximum of fifteen days from the date of relaxation
Online version journals, if any	Within 10 days from the date of uploading by the publisher on their website	5 days	2% of the cost of the late supplied issue each day and maximum of fifteen days from the date of relaxation
Any other periodicity	Within 30 days from date of publications	10 days	2% of the cost of the late supplied issue each day and maximum of fifteen days from the date of relaxation

(Source: ICAR Procurement Manual of Library Books and Journals including e-Journals, Revised)

No penalty will be charged, if the suppliers provide valid and satisfactory reasons for non-supply of the journals with documentary evidence received from the publishers. The documents relating to non-supply of journals should be submitted well in advance to avoid penalty.

CHAPTER-XIII

Guidelines for Sale of Livestock, Poultry and Other Farm Produce

The sale of farm produce is one of the important sources of resource generation of university. A guideline should be required to make the process more convenient, and in efficient manner. The sale of farm produce shall be implemented by the committee constituted for the same purpose. The price fixation committee should have the idea about the market price of items to which the rate to be fixed that fixed should not exceed the market rate. The committee shall be constituted by the Vice-Chancellor after receiving the proposal from the estate officer/controlling officer consisting of following members;

A. Price fixation of livestock, poultry & fish farm produce and by product

- | | |
|---|----------|
| 1. Deans/ Directors | Chairman |
| (Nominated by the Vice-Chancellor) | |
| 2. Finance Comptroller or nominee | Member |
| 3. HoD/In-charge of concern units/department | Member |
| 4. Any other members nominated by the Vice-Chancellor | Member |

B. Price fixation of items other than livestock farm produce

- | | |
|---|----------|
| 1. Estate Officer | Chairman |
| 2. Member Nominated by EO | Member |
| 3. Finance Comptroller nominee | Member |
| 4. Any other members nominated by Vice-Chancellor | Member |

The chairman of the committee shall convene the meeting with members after receiving of proposal from the concern units in-charge for fixation of price. The price of produce shall be reviewed by the committee time to time based on market price fluctuation or as and when required. The price list approved from the competent authority must be uploaded on university website in tabular form mentioning item and quantity wise rate.

In case of auction of animals, horticulture produce etc., the guidelines of BFR shall be adopted and above committee (A & B) shall execute the same as specified. The Chairman of the committee may constitute a sub-committee for the auction of livestock and horticulture produce.

CHAPTER-XIV

Miscellaneous

14.1. Do's in Purchase Management

Some useful handy tips are given below for the benefit of the purchase functionaries and these are self-explanatory.

- Be clear about the precise purpose for purchasing an item.
- Discourage split purchases of similar type always.
- Project a standard, well defined, straight forward and broad-based technical specification for the item to be purchased.
- Ensure that commercial conditions incorporated in the bidding documents are attainable and within the framework of the rule of laws.
- Try to avoid proprietary purchase.
- Check for availability of required funds.
- Allow sufficient time to tenderer to prepare & send their tender.
- Follow standard norms for receipt and opening of bids.
- Compare the bids on equitable basis on a common base with reference to the terms & conditions of the bidding documents.
- Segregate responsive bids from unresponsive ones.
- Check reasonableness of quoted price.
- Ensure that the bidder selected for placement of contract has already agreed to all the terms & conditions being put into the contract.
- Be very clear about the purchase decision taken and the recommendations made therein.
- After issuing the contract, watch for its unconditional acceptance by the supplier.
- Ensure that all the parties and authorities named in the contract, fulfill their obligations in terms of the contract on time.
- Last but not the least be transparent.

14.2. Don't in Purchase Management

Don't is the opposite of Do's. Generally, no need to mention the don't, however, some prominent Don'ts are mentioned below in a handy form.

- Do not tap the trade/industry with ambiguous and vague specification.
- Do not project a specification, which is beyond the reach of the industry.
- Do not give undue preference to a tenderer at the cost of other tenderers.
- Do not place a contract incorporating unsettled term(s).
- Do not proceed with any verbal agreement.
- Do not place contract without arranging required fund.
- Do not create a situation where an ordered item arrives but yet to be decided by the authorities.
- Do not make a dead contract alive by conduct, unless the same is explicitly decoded by the authorities.
- Do not delay, time overrun means cost overrun.
- Do not make mistake knowingly in following the purchase process.

14.3. Computerization of Purchase and Store Management Work

The central purchase section and other stores located in the colleges/units need to be computerized for procurement of stores/goods, file management and its inventory. A suitable software package needs to be developed/procured for this purpose by engaging a competent software company/agency. The efficiency of the purchase wing will definitely increase by computerizing the above-mentioned area. It will be useful for timely disposal and maintaining transparency.

14.4. Beyond this Manual

- The important factors of purchases have been covered in this manual with some important annexure. However, some unforeseen situation may crop up in a purchase case for which the purchase functionaries may not find a ready-made solution in this manual. Such situation is not uncommon in the vast canvas of purchase management and the multi-dimensional activities of the University. They need to be addressed in the light of general rules of the purchase.
- In the case of the provisions of the Purchase and Store Management Manual, Bihar Animal Sciences University proving to be insufficient to deal with certain unexpected situation(s) emerging in the course of any ongoing procurement, the University may seek recourse to these documents/options (in the order of precedence):- (i) the provisions in BFR, (ii) failing BFR, the provisions in GFR, 2017 edition and the Manual for Procurement of Goods and Services, 2017 edition, as published and revised by GoI from time to time; (iii) failing all the foregoing resources, the decision to be taken by the Vice-Chancellor, either based upon the advice of an Arbitrator/Counsel or any Committee or based on his own wisdom, would be considered to be final.
- Thus, when such a situation arises, the purchase unit may get possible guidance and help from, the purchase manuals of major purchase organizations/books, viz. BFR, GFR, DGS&D, National Institute of Financial Management, etc.
- Such unforeseen situations can also be effectively taken care of by referring the same to the legal wing of the University in consultation with the CPO and Comptroller Section. For this purpose, a self-contained note, inter alia containing the points at issue, the corresponding stipulations in the contract/purchase and the points on which legal advice is required is to be prepared and referred to the concerned office for advice.

CHAPTER-XV

Centralized Store Articles

The store articles of the following categories shall be considered as centralized store items/articles;

Categories	Name of items
Furniture items	<ul style="list-style-type: none">• Table• Chair• Almirah• File Cabinet etc.
Computers and Peripherals	<ul style="list-style-type: none">• Computer• Laptop• Printer• Photocopier Machine etc.
Electrical and Electronic	<ul style="list-style-type: none">• Air Conditioner• Refrigerators• Deep Freezers• Fan• Online UPS• Generator• Battery• Tube Lights (bulk purchase)• Cables• Multimedia Projectors• Digital panel• Cameras• Smart TV etc.
Vehicle	<ul style="list-style-type: none">• All types of vehicles

The standing Central Purchase Committee (CPC) shall have the power to add or delete any item in the list of centralized items.

BIHAR ANIMAL SCIENCES UNIVERSITY

Bihar Veterinary College Campus, Patna-800 014

Proforma for Sending Demand for the Purchase of Items to Central Purchase Office/ O/I- Purchase

S. No.	Details	
1.	Name of Indenter:	
2.	Unit/division of Indenter:	
3.	Name of items/goods:	
4.	Quantity required:	
5.	Present availability in the unit/section:	
6.	Previous purchased date of similar item/goods in past 2 years:	
7.	Justification for increase/demanded: (Attach annexure, if require)	
8.	Estimated cost per unit and total cost in INR:	
9.	Availability of funds: (Mention source, amount & expenditure head as per university format)	
10.	Detail Specification (point wise): (Attach annexure, if require. In case of bids, it must be countersigned by Controlling Officer with a note that "the specification prepared for the said equipment/item is generic in nature")	
11.	Name of probable suppliers, if known:	
		Signature of Indenter with date
	Forwarded / Not Forwarded	
		Signature of Controlling Officer with date
	The indented item is Available / Not available in stock.	
		Signature of Store In-charge with date
12.	Purchase method:	
13.	Remarks, if any:	
		Signature of Central Purchase Officer / O/I- Purchase
<p style="text-align: right;">Controlling Officer/ HoD</p> <p>No.:..... Dated...../...../.....</p> <p>Forwarded to the Central Purchase Officer, BASU, Patna/ O/I- Purchase, BVC/SGIDT/CoF for the purchase of items/goods given in the above proforma.</p> <p style="text-align: right;">Controlling Officer/ HoD</p>		

Format for obtaining information from the Manufacturers/ Dealers/ Suppliers before their registration with the Bihar Animal Sciences University

S. No.	Details to be provided
1.	Name, address, telephone numbers, mobile numbers and e-mail address of the firm.
2.	Constitution of the firm (Whether partnership/ Private or Public Limited concern and telegraphic address).
3.	If manufacturer, please supply the following information:
	a. Articles manufactured.
	b. Location of works, factory or factories.
	c. Brief details of factories and number of workers.
	d. Quality control methods.
	e. Availability of testing facilities at site.
4.	Whether sole manufacturer in India of any item. If so, give details.
5.	Whether currently holding any contract with DGS&D, Central Govt., New Delhi or Director, Supplies & Disposal, Bihar or any other Govt. Institute or University or Research/ Educational Institute for supply of any goods. If so, give details.
6.	Do you specialize in any Item and claim special expertise? If so, give details.
7.	If an agent, distributor or authorized stockist, please supply the following information:
	a. Name and address of Principal(s).
	b. Whether sole exclusive distributor/authorized stockist/authorized dealer.
	c. Details of stocks maintained, if any.
	d. Whether any after sales services arrangements are available. If available, give details.
8.	If stockist only, please give the following information
	a. Articles and their brands.
	b. Approximate stocks.
	c. Location of warehouse.
9.	Account details, name, and address of the Bankers.
10.	Whether approved as a supplier by any other important authority like DGS&D/ Govt. Educational Institute/ Research Institute etc. If so, give details.
11.	GST and PAN details.
12.	Any other information.

Note: The above information must be supplied on the letter head of the firm duly signed by authorized signatory by enclosing necessary documents.

(Signature with seal)

Format for Calling Rate Contract Offers from Manufacturers/Dealers***Registered/Through Messenger***

No:

Dated:...../...../.....

From;

The

Bihar Animal Sciences University, Patna-800 014, Bihar.

To,

M/s. _____

Subject: Rate Contract for the purchase of _____

Dear Sirs,

1. It is understood that you are an authorized dealer/stockist for the above item. The University is interested to enter into rate contract with you for the purchase of these items for the period ending _____. You are, therefore, requested to quote your rates, and other terms and conditions for the same by the specified date.

2. In case, the above-mentioned item(s) is/are on rate contract with Central and Bihar Government Educational & Research Institute, an authenticated copy of the same may be supplied along with your offer.

3. The following terms may please be spelt out in your offer clearly:

i. Rates (Enclose authenticated price list).

ii. Discount.

iii. F.O.R delivery

iv. Taxes/GST (in percent). Please note that we do not issue Form 'C' or 'D'.

v. Other levies viz., Excise Duty, Custom Duty etc.

vi. Payment terms

vii. Delivery period

viii. Guarantee/Warranty

ix. Experience

xi. Other details required, if any.

4. No any additional/extra payment shall be applicable for delivery of items to outside campus of university.

5. As a general policy, the University tries to make 100% payment within 30 days of receipt of material subject to final delivery and satisfaction of the Inspection Committee. No advance payment or payment against documents through Bank shall be made.

6. A security of Rs. 20000.00 (Twenty Thousand) in the shape of Fixed Deposit Receipt/ TDR/ B.G. in favour of Finance Comptroller, BASU, Patna valid upto _____ may be furnished with the offer. The security by other means is not acceptable. In case, the rate contract is not executed as per the settled terms and conditions, security can be forfeited, besides taking other action as deemed proper by the University. No firm with whom rate contract is approved by the University is exempted from depositing the security.

7. The articles of fragile nature, particularly glasswares etc. shall be accepted through personal delivery or else the transit risk shall be to firm/agency account. The samples can be asked for, wherever required.

8. The following certificates may please be recorded in your offer:

i. That we are maintaining only one countrywide price list applicable to all the customers on which the present rates contract is based.

ii. That the rates, and other terms and conditions offered to BASU are in no way inferior to those being offered to other Govt./Semi Govt. Departments/Institutions.

iii. That in case, the rates are reduced/or more discount including any special incentive for sales promotion is offered by you during the currency of rate contract, the University shall be informed promptly.

- iv. That the discount offered to BASU is the same as is being offered by you to your distributors.
 - v. That you have not been debarred/blacklisted by any Central or State Govt. Department and Institute.
9. Copy of proof of your being manufacturer/authorized dealer/distributors must accompany your offer.
10. It may please be certified that no family member of your concern is serving in this University. In case it is found that any member belonging to the family of your concern is a University employee, the quotations/tenders sent by you will be rejected outrightly.
11. The sealed quotations, complete in all respects, must reach the Office of the undersigned latest by _____ by 4.00 p.m. The quotations shall be opened on _____ at _____ in the Office _____.
- "QUOTATIONS FOR THE SUPPLY OF _____ DUE ON _____" may please be superscribed on the envelope.
12. In case, any other information/clarification is required, please contact the undersigned on any working day during office hours (9.00 a.m. to 5.00 p.m.).
13. The offer received late/or incomplete will be rejected. The dispute, if any, shall be subject to the jurisdiction of Court at Patna. Any other jurisdiction mentioned in the quotations or invoices of the manufacturers/dealers etc. shall be invalid and shall have no legal sanctity.

Yours sincerely,

Central Purchase Officer/O/I- Purchase

Format of Request for Quotations (RFQ)/ Notice Inviting Quotation (NIQ)***Registered/Through Messenger***

1. Sealed quotations are hereby invited from the manufacturers/authorized dealers/suppliers/stationers for the items detailed below:

S. No.	Name & specifications of the tem	Quantity	Rate quoted

(Note: Quantity may increase or decrease)

2. Please mention specifically:

- (i) Tax/VAT/GST to be charged, if any:
- (ii) Payment:
- (iii) F.O.R.:
- (iv) Validity period of the quotation:
- (v) Delivery period:
- (vi) Warranty/Guarantee:
- (vii) Misc. charges such as Packing & Forwarding charges, Insurance charges, etc.:
- (viii) Installation charges, if applicable:

3. Sample wherever applicable may be sent along with the quotation so that the genuineness of the material could be judged.

4. Quotations will be received latest by _____ up to _____ which shall be opened on _____ at _____ in the Office of the undersigned. The quotees or their authorized representatives are welcome to attend the meeting held for opening of quotations.

5. Additional charges not mentioned in the quotation shall not be paid by the University.

6. In case the quotation is approved, it will be required to submit 2-5% security of the total amount involved in the shape of FDR/TDR/Bank Guarantee/DD only in favour of Finance Comptroller, BASU, Patna, if required. It is also mentioned here that the order will only be placed on the receipt of security within 7 days from the date of intimation for the award of contract/acceptance of quotation. The Central Purchase Officer/CPC can waive off the condition of deposition of 2-5% security, if the firm is the genuine supplier of the goods in question/either on university rate contract, keeping in view the quantity & nature of material. Demand Draft should have minimum validity of 45 days.

7. Performance security in case of equipment/instrument (s) only: The responsive bidder shall be required to deposit Performance security in the shape of FDR/TDR/Bank Guarantee only in favour of Finance Comptroller, BASU, Patna, equivalent to 5-10% of the cost of material ordered valid for guarantee/warranty period plus 60 days. The security in other shapes viz. DD/Pay Order/Cheque will not be accepted. The Central Purchase Officer/CPC can waive off the condition of deposition of Performance Guarantees/other Securities keeping in view the quantity & nature of material.

8. Quotation received late or incomplete shall not be entertained. The University shall not be responsible for any postal/transit delay.

9. The University/its Offices at Patna and Outstations do not make payment in advance or against documents supplied through Bank. However, as a matter of general policy, the University tries to make payment within 30 days of the delivery of the material subject to proper installation, wherever applicable and satisfaction of the Inspection Committee.

12. The family members of the University employee are not allowed to send quotations/tenders. Such quotations/tenders, if received, will outrightly be rejected.

13. The detailed instructions attached with the NIQ must be read carefully and meticulously complied with.

Central Purchase Officer/O/I- Purchase

Encl.: As above

- C.C.:**
- 1. Master file
 - 2. In-charge ICT cell for placing it on university website.

**Bihar Animal Sciences University
Bihar Veterinary College Campus, Patna-800014, Bihar**

Format for the Central Excise Duty / GST Exemption Certificate

To

M/s. _____ -

Subject: Purchase of _____ - Request for Issuing Central Excise Duty/ GST Exemption Certificate.

It is certified that Bihar Animal Sciences University, Patna, Bihar is:

1. A University established by an Act No. 15 of the Legislature of the State of Bihar in 2016.
2. An institution declared by Bihar State Legislative Assembly by law to be an institution of national importance.
3. Registered with the Department of Scientific & Industrial Research, Ministry of Science and Technology, New Delhi for the purpose of availing Central Excise/Custom duty/ GST exemption in terms of Govt. Notification No. _____ Central Excise dated _____ as amended from time to time vide Registration No. _____ dated _____ upto _____ 20__.
4. It is further certified that the item to be purchased viz., _____ (Name of Item) _____ (cost of Item) as per supply order No. _____ dated _____ is required for research purpose only.

Signature of the HoD
(Office Seal)

Dated:

Countersigned by

Registrar

Bihar Animal Sciences University, Patna (Bihar)
(Office Seal)

**Bihar Animal Sciences University
Bihar Veterinary College Campus, Patna-800014, Bihar**

Format for Supply Order

Order Form No.: (Set of two)

Registered / E-mail

No. /BASU, Dated:.....

From,

The _____

Bihar Animal Sciences University, Patna (Bihar).

To,

M/s. _____

Subject: Supply of _____ .

Dear Sir,

Please refer to your Quotation/Letter/ Rate Contract No. _____ dated _____. Please arrange to supply the following material as per conditions mentioned below and printed overleaf:

S. No. (1)	Description of Items (2)	Quantity (3)	Rate (4)	GST (5)	Total Cost (6)	Terms & Conditions (7)

- You are requested to supply your Proforma Invoice/Bill in duplicate and material direct to the _____ BASU, Patna, Bihar.
- The order may be executed within _____.
- The bank charges, if any, shall be to your account.
- The disputes, if any, shall be subject to jurisdiction of Patna Courts. Any other jurisdiction mentioned in your quotations or invoices shall be invalid and shall have no legal sanctity.
- The goods shall be supplied by the supplier within the time limit specified in the supply order. The delivery period can be extended by the competent authority, only in exceptional cases on written request of the supplier giving reasons/explaining circumstances due to which delivery period could not be adhered to.
- If the supply is delayed, late fee charges will be levied @0.5% of the total Billed amount till delay of per week, maximum 10 %, after which the order will deemed to be cancelled. An appeal against these orders shall, however, lie with the Vice-Chancellor, BASU, Patna whose decision shall be final.
- Our bankers are: State Bank of India, BVCC Branch, Patna, Bihar.
- Bill No. should be duly printed/machine numbered.
- In case of your failure to supply the goods, your firm shall be liable to such action as blacklisting, debarring from having any business with this University, forfeiture of earnest money/security, besides any other action as may be deemed proper by the University.
- Goods shall be accepted subject to installation, wherever necessary, and satisfactory report of our Inspection Committee/Committee of Experts.
- The goods, which are not found according to our specifications/approved samples etc., and are thus not accepted, shall be lifted back by the supplier at his own risk and cost.
- Damage to the goods or any other loss (theft/pilferage) during transit shall be the responsibility of the supplier.
- Conditions printed on quotation/Invoice of the firm, if any, shall not be binding on us, except those mentioned overleaf (column no. 7), and your acceptance of this order shall be construed as your agreement to all the terms and conditions contained in this order, and other terms and conditions specified in the NIQ/Tender Notice, unless otherwise agreed upon mutually.
- Final Bill for Payment shall be made in the name of "Finance Comptroller, Bihar Animal Sciences University, Patna"

Central Purchase Officer/HoD / O/I- Purchase

CC:

- 1.
- 2.
- 3.

General Instructions /Conditions to be supplied with the NIQ/ Open Tender by the Central Purchase Office/Departments/Offices for Inviting Quotations etc.

Terms and Conditions/Instructions Governing Notice Inviting Quotations/ Tenders for the Supply of Goods

1. The quotations received after due date/or time will be summarily rejected. The University shall not be responsible for postal/transit delay.
2. The security/earnest money must be submitted as per tender/quotation requirement, failing which the tender/quotation will not be considered. It should be placed in envelope for Technical Bid or in a separate envelope.
3. The goods shall be supplied by the supplier within the time limit specified in the supply order. The delivery period can be extended by the competent authority, only in exceptional cases on written request of the supplier giving reasons/explaining circumstances due to which delivery period could not be adhered to. If the supply is delayed, late fee charges will be levied @0.5% of the total Billed amount till delay of per week, maximum 10 %, after which the order will deemed to be cancelled. An appeal against these orders shall, however, lie with the Vice-Chancellor, BASU, Patna whose decision shall be final.
4. In case of your failure to supply the goods, your firm shall be liable to such action as blacklisting, debarring from having any business with this University, forfeiture of earnest money/security, besides any other action as may be deemed proper by the University.
- 5. The university follows two bid system. Technical and financial bids sealed separately and clearly marked as Technical Bid or Financial bid must be submitted. The quotation/tender shall be sent in double envelope. The inner envelope containing sealed Technical Bid and Financial bid should again be sealed and super subscribed "quotation/Tender in response to Enquiry No. & date due on ____". The offer may be sent in the name of Central Purchase Officer, BASU, Patna-800014.**
6. The rates should be quoted on price list less discount, F.O.R. University Campus or offices situated at outstations as the case may be. The rates quoted Ex-Godown may be rejected. The charges not mentioned in the quotation/tender shall not be paid by the University. The University does not issue Form 'C' or 'D'.
7. The supplies should be offered from ready stock. All supplies will have to be executed within 30-60 days (depends on nature of goods to be ordered as mentioned in bid/quotation) of the issue of supply order failing which the order is likely to be withdrawn.
8. The validity period of the quotation tender and Guarantee/Warranty period of the material, if any, should be mentioned specifically and counted after the date of delivery and acceptance. The offer must be valid for a period of at least three months (90 days) from the date of opening of quotation/tender.
9. The University/its offices at Patna and outstations do not make payment in advance. However, as a matter of general policy we try to make the payment within 30 days of the delivery subject to proper installation, wherever applicable and satisfaction of the Inspection Committee.
10. The quantity can be increased/decreased by the University (up to 25%).
11. The current price list duly authenticated by the manufacturer with date, signature and seal along with literature/ pamphlets may also be supplied along with the offer.
12. The make and complete specifications of the material should be clearly mentioned and catalogue if any be sent.
13. The samples of the material when asked for must be sent with the quotation.
14. The acceptance of the material is subject to approval of our Inspection Committee/Technical Committee or Experts.
15. The acceptance of the quotation/tender will rest with the CPC/purchase committee which does not bind himself to accept the lowest quotation and reserves the right to reject any or all items of quotation/tender without assigning any reason therefore. The CPC/purchase committee reserves the right to accept quotation/tender in part i.e. any item or any quantity and to reject it for the rest.
16. It is our policy to make all purchases from the manufacturers or through their authorized dealers. If you are manufacturer/authorized dealer, proof thereof may kindly be given along with the quotation/tender failing which the same is likely to be rejected without assigning any reason. A copy of the letter from the manufacturers may kindly be attached being authorized dealer/stockist/distributor or agent etc.
17. The University is exempted from payment of Custom Duty and Excise Duty in terms of Govt. notification and we are registered with the Ministry of Science & Technology in the department of

Scientific & Industrial Research, New Delhi vide Registration No. dated upto
Thus the University is exempted from the payment of Custom Duty and Excise Duty. The consignee will issue necessary certificate duly countersigned by the Registrar, BASU, Patna.

18. It may be certified that you have not been debarred/black listed for any reason period by any Central Govt./State Govt./University/PSU etc., if so particulars of the same be furnished. Concealing of facts will not only lead to cancellation of the supply order but may also warrant legal action.

19. For any enquiry, the undersigned can be contacted during working day office hours only.

20. The family members of the university employees are not allowed to send their quotations/tenders. Such quotations/tenders, if received, will out-rightly be rejected.

21. The disputes, if any, shall be subject to Patna Courts jurisdiction. Any other jurisdiction mentioned in the quotation or invoices of the manufacturers/ dealers etc. shall be invalid and shall not have any legal sanctity.

22. Any other relevant conditions may be incorporated, if needed.

Central Purchase Officer/ HoD/ O/I-Purchase

Terms & Conditions for the Material to be Imported

1. Country of origin should be mentioned.
2. Goods supplied should conform to the standards mentioned in the technical specifications or as latest standards issued by the concerned institution.
3. Performance security: The responsive bidder shall be required to deposit Performance security equivalent to 5-10% (as per bid document) of the cost of material ordered valid for guarantee/warranty period plus 60 days in the name of Finance Comptroller, BASU, Patna. The performance security shall be denominated in the currency as mentioned in the supply order/contract or in a freely convertible currency acceptable to the purchaser which shall be in the following forms:
 - a) Bank Guarantee
 - b) Fixed Deposit Receipt
 - c) Term Deposit Receipt.
4. The material supplied shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery of material. The insurance shall be in an amount equal to 110 percent of CIF or CIP value of goods.
5. Warranty/Guarantee: the material be quoted with Warranty/Guarantee period as mentioned in bid documents after the date of delivery and acceptance at final destination. For costlier items/ equipment's, the price factor of Comprehensive AMC (including visit charges, spares, labor, maintenance and upgradation/ updating costs) will also have to be considered.
6. Payment:
 - i. By Demand Draft
 - ii. Online RTGS
 - iii. By Letter of Credit

On shipment 90% of the cost of material shall be paid through Letter of Credit established in a Bank of its country and upon submission of the documents as specified below. Letter of credit shall be established in a bank of its country and the standard conditions as per Reserve Bank of India Policy shall be applicable. Balance Payment: Balance 10 percent payment shall be paid within 30 days of receipt of claim supported by the acceptance certificate issued by the Purchaser's representative. Payment of local currency portion including Agency commission, if any, including AMC shall be made in INR within 30 days of presentation of claim supported by a Certificate from the purchaser declaring that the goods have been delivered and all other contract services have been performed.
7. Conversion Rates: The conversion rates of foreign currency shall be taken into consideration as applicable on the date of opening of the tenders/Financial bid for all transactions.
8. Bid Security: Bid security equivalent to 2-5% of the quoted price in the name of Finance Comptroller, BASU, Patna should accompany the tender which should be valid for 45 days beyond the validity of the bids and should be in either of the following forms: a) Bank Guarantee b) Fixed Deposit Receipt c) Demand Draft.
9. Validity: The tender should be valid at least 90 days from the date of opening of tender.
10. Clarifications on tenders: During evaluation of the tenders, the purchaser may, at its discretion, ask the bidder for clarification of bids. The request for clarification and the response shall be in writing, and no change in prices or substance of the tender will be sought, offered or permitted.
11. Purchaser's right to accept/or reject any or all the tenders: The purchaser reserves the right to accept/or reject any or all the bids and to annul the bidding process and reject all the bids at any time prior of placing the supply order without assigning any reasons therefore without any obligations to inform the affected bidders.
12. Taxes & Duties: It will be the responsibility of the supplier for the payment of all taxes and duties to their respective Government.
13. Custom Duty: Bihar Animal Sciences University, Patna is exempted from payment of Custom Duty as per notification issued by the Govt. of India. Hence no custom duty shall be paid except to the extent payable. However necessary documents, certificate in this regard shall be supplied by the Purchaser well in time only on receipt of information /documents regarding shipment of material.
14. Liquidated damages: The applicable rate of liquidated damages is 0.5% per week or part thereof and a maximum deduction/recovery is 10% of the contract price. This will be applicable when the material is

not supplied during delivery period mentioned in the supply order and/or not installed within the stipulated period.

15. Right to cancel the execution of supply order/contract: When the required material is not supplied by the supplier within the delivery period as per contract/supply order and the liquid damages cross the limit of 10% the purchaser reserves the right to cancel the execution of supply order/contract and reserves the right to recover the Liquid damages out of the EMD/or Performance security besides other action as deemed proper.

16. Delivery Documents: Within 24 hours of shipment, the supplier shall notify the purchaser and the Insurance Company by cable or telex or Fax the full of the shipment including contract number, description of goods, quantity, the vessel, the bill of landing number and date, port of loading, date of shipment, port of discharge etc. The supplier shall mail the following documents to the purchaser, with a copy to the Insurance Company:

- i) 3 copies of Supplier's invoice showing Goods description, quantity, unit price and total amount.
- ii) Original and 3 copies of the negotiable, clean, on band bill of landing marked freight prepaid and 3 copies of non-negotiable bill of landing.
- iii) 3 copies of packing list identifying contents of each package.
- iv) Insurance Certificate.
- v) Manufacturer's/supplier's certificate.
- vi) Inspection certificate issued by the nominated inspection agency and the Supplier's factory inspection report.
- vii) Certificate of origin.
- viii) Excise gate pass (octroi receipts wherever applicable) duly sealed indicating payment made and
- ix) Any of the documents evidencing payments of statutory taxes.

The above documents shall be received by the Purchaser at least one week before arrival of Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.

Central Purchase Officer/HoD

Technical Bid Format

1. (a) Name of the Tenderer:
- (b) Status of the Tenderer:
- (i) Manufacturer/Importer:
- (ii) Proprietorship:

2. Partnership/Company

Full Postal Address

.....

.....

.....

3. Telephone No.:
4. Mobile No.:
5. Fax No.:
6. e-mail address:.....
7. (a) Names of agencies with whom:the tenderer is registered.
- (b) Names of procurement agencies to whom:
- Items have been supplied during last 2 years:.....
8. Bank details of the bidder:.....
- Name of Account Holder:.....
- Name of Bank:.....
- Bank Account No.:.....
- IFSC & MICR Code:.....
- Address of the Bank:.....

I am enclosing duly signed Technical specification of the items offered in response of this Bid.

Signature & Seal of Bidder

Financial Bid Format

Price Schedule for Goods Being Offered from India/abroad in INR

(Separate form to be used for each item offered)

Name of the Bidder/Tenderer:

Address of Bidder/Tenderer:

Tender No.:

Name of offered goods/items:

Make and Model of goods/items:

F.O.R. price of goods/items inclusive of all taxes, duties, GST (in digit & words):

(Separate rate quoted for supplementary items)

Signature & Seal of Bidder

Place:

Date:

Manufacturer's Authorization Form

To,

The,

.....

Dear Sir,

Ref.: Your Tender Inquiry No....., dated.....

We, who are proven and reputable manufacturers of..... (*Name of equipment/item offered in the tender*) hereby authorize Messrs..... (*Name and address of the supplier*) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender inquiry for the above..... (*Name of equipment/item offered in the tender*) manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs. (*name and address of the above agent*) is authorized to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender inquiry for the above (*Name of equipment offered in the tender*) manufactured by us.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorized agent.

We also confirm that the price quoted by our agent shall not exceed than that which we would have quoted directly.

Signature & Seal of Bidder

Note: This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind to the manufacturer.

Model Format of Performance Bank Guarantee

To,

The Finance Comptroller,
Bihar Animal Sciences University,
Bihar Veterinary College Campus, Patna-14

WHEREAS (name and address of the supplier)
(hereinafter called "the supplier") has undertaken, in pursuance of contract no..... dated
..... to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish
you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as
security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of
the supplier, up to a total of **Rs.-----/-** (-----), and we undertake to pay you,
upon your first written demand declaring the supplier to be in default under the contract and without
cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your
needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before
presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract
to be performed thereunder or of any of the contract documents which may be made between you 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 be valid until the day of, 20.....

.....
(Signature of the Authorized Officer of the Bank)

.....
Name and Designation of the Officer

.....
Name, Address & Seal, of the Bank and address of the Branch

Self-Declaration – No Blacklisting

Date:

To,

The
.....

Dear Sir/Madam,

Ref.: Your Tender Inquiry No....., dated.....

In response to the Tender Document for the supply and installation of, I / We hereby declare that presently our Company / firm _____ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body.

We further declare that presently our Company/ firm _____ is not blacklisted/debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Yours faithfully,

Place:

Date:

Signatures_____

Name_____

Seal of the agency/firm_____

Format for Providing Details of Previous Supply Orders

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	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:

Checklist of Technical Bids

S. No.	Particulars	Remarks
1.	Original EMD attached	Yes/ No
2.	Attested copies of GST registration	Yes/ No
3.	Attested copies to PAN (Permanent Account Number)	Yes/ No
4.	Technical bid in the prescribed format uploaded	Yes/ No
5.	Financial bid in the prescribed format uploaded	Yes/ No
6.	Valid Authorization Letter from the manufacturer on their Letter Head	Yes/ No
7.	Audited balance sheet of the firm of the last three years issued from registered chartered accountant firm	Yes/ No
8.	Income Tax Return copy of the last three years	Yes/ No
9.	Address Proof	Yes/ No
10.	Details of reputed Organizations where the tenderer has executed/running during last two years with proof	Yes/ No
11.	Experience certificate of the last three years	Yes/ No
12.	Self-Declaration –No Blacklisting	Yes/ No
13.	Certificate that firm possesses its Service Centre in Bihar / Pan India	Yes/ No
14.	All pages of the tender document are to be serially number, signed and stamped by the vendor	Yes/ No

Yours faithfully,

Signature of the authorized person of the
firm/tenderer along with seal

Place:

Date:

Technical Compliance of the Bidder with Reference to the Specification of Goods/Items**(Separate form to be used for each items/goods offered)**

Name of the Bidder/Tenderer:

Tender No.:

Name and Model No. of offered goods/equipment/items:

Make:

S. No./ Gr. No.	Technical specification of items/goods from university	Features available in equipment's/items Yes or No	Any deviation from Specification, if any	Corresponding part number/ datasheet/ page no. in broacher in support of specification

Signature & Seal of Bidder

Authorization Letter for Attending Tender Opening

No.....

Date.....

To,

The
.....

Subject: Tender No._____Due on _____.

Sir,

Mr./Ms. has been authorized to be present at the time of opening of above tender on my/our behalf. His/her attested signatures are as under:

Yours faithfully,

Signature & Seal of the Bidder

Tender/Quotation Opening Form

Name of college/Department/Section _____

Tender enquiry No. _____ Due date _____

Name of goods/items.....

Number of tender/Quotation issued.....

Number of tender/Quotation received.....

Details of the tenders/quotations received

S. No.	Name of the tenderers/firms	Whether sealed or unsealed	Signature of the tenderer, if present
1.			
2.			
3.			
4.			

The above (Nos. in figures.....) tenders/quotations have been opened in the presence of the following officers/committee members on dated.....

S. No.	Name of Officers/Committee members	Capacity	Signature
1.			
2.			
3.			
4.			

Bihar Animal Sciences University, Bihar Veterinary College Campus, Patna-800014, Bihar

Daily Receipt Register

Department.....

S. No.	Date	Description of material	Quantity Despatch/ Recd.	Supplier Name	Order No. Indent No.	S. No. of R.R. Register	Put up for inspection	Inspection	Reference of inspection	Stock Ledger Page	Sig. of S.K.	Sig. of I/C S.K.	Remark

Department.....

**Intimation Regarding the Arrival of Goods/ Items
(In duplicate)**

The following goods/items against Purchase Order No.....dated from M/s..... have arrived in the stores. You are requested to kindly arrange for inspection/verification of goods/items and record necessary certificate of inspection/verification on the back of the bill/invoice within a week.

This may be treated as **Most Urgent**, please.

In-charge Stores

No.....

Dated...../...../.....

Stock Ledger

Department

Date	Particular of Source of Supply	Bill No. & Date/issued No. & date	Reference to order No.	Unit	Rate	Amount	Quantity Receipt	Quantity Issue	Balance	Sig. of S.K.	Sig. of S.K.	Remarks

**Bihar Animal Sciences University
Bihar Veterinary College Campus, Patna-800014, Bihar**

Issue Slip (Consumable/ Non-consumable)

Issuer

Book name & Volume.....Page No..... S. No.Date.....

Receiver

Book name & Volume.....Page No..... S. No.Date.....

Department..... Lab/Section..... Please issue the under mentioned articles for use in..... against work order no..... dated

S. No.	Description of articles	Quantity Indented	Quantity issued	Rate	GST	Total amount	Posted in ledger folio	Remarks

Certified that the material as mentioned above have been received by me.

Signature of store keeper for issue

Signature of receiver

Designation.....

Signature of I/C Stores

Signature of HoD

Dated.....

Bihar Animal Sciences University
Bihar Veterinary College Campus, Patna-800014, Bihar

Return Slip

Please take back the under mentioned articles from....., since these are no longer required.

S. No.	Description of articles	Qty.	Rate / amount	Ref. of issue Indent no.	Date of issue	Reason of return	Condition of article	Ledger Folio	Inventory Folio	Inventory Page No.	Remarks

Signature & designation of official presenting articles for return.

Signature of store keeper who has taken charge of the material.

Signature of Officer I/c authorizing return

Officer I/c- Store

**Bihar Animal Sciences University
Bihar Veterinary College Campus, Patna-800014, Bihar**

Ledger Control Register

Department	Date of start	No. of pages	Old ledger no., if any	Class of stores/items issued for	Sig. of S. K.	Sig. of HoD	Date on which closed	Sig. of S.K.	Sig. of HoD	Remarks

Bihar Animal Sciences University
Bihar Veterinary College Campus, Patna-800014, Bihar

Survey Report of Goods/Items which have become Unserviceable

Name of the college/Section: _____

Na me of the stoc k Boo k & its Pag e No.	Date of Purch ase	Quant ity	Full descrip tion of the articles	Purch ase per stock rate (Rs.)	Valu e as book amo unt (Rs.)	Pres ent rate (Rs.)	Book amo unt (Rs.)	Remarks by the Officer, Lab/stor e explainin g the cause due to which the articles become unservice able	Committ ee, if necessar y, may certify that the equipme nt could not be repaired economy cally	Recommend ation of the condemnati on committee with specific recommend ations for each item. Specify if item is unserviceabl e if so it must be destroyed /if it has any resale value it is to be sold by public auction after approval of Vice- Chancellor
1	2	3	4	5	6	7	8	9	10	11

Signature of Verifying Officer

Signature of Lab/Store I/c

Signature of HoD

**Bihar Animal Sciences University
Bihar Veterinary College Campus, Patna-800014, Bihar**

Purchase Order Issued & Status Register

Name of the college/Section _____

S. N o.	Na me of ite ms	Quant ity	Total amou nt (Rs.)	Detail of purcha se order issued	Name of suppli er/ firms	Delive ry status	Purcha se metho d	Verificat ion report	Payme nt status	Suppli er bank detail s	Detail of indent er	Remar ks, if any
1	2	3	4	5	6	7	8	9	10	11	12	13

Technical Specifications for Equipment's

Technical specifications proposed by the Indenting Officer	Matching technical specifications of the available equipment manufactured by the different reputed international manufacturers		
	(1) M/s.....	(2) M/s.....	(3) M/s.....
1.			
2.			
3.			

Based on the fact that the indented technical specifications fully/substantially match the technical specifications of two/three different reputed international manufacturers for the equipment.....

It is hereby certified that the indented technical specifications are the latest, generic and non-restrictive.

Signature of Indenting Officer

Countersigned by

Member secretary

Member

Member

Chairman

Price Variation Formula for Compound Feed

The formula for price variation will be based on two components: fixed overhead & profits and the raw material cost. The ratios for the two components will be 15% and 85%, respectively. The raw material comprises of following items in the proportions stated along them:

1. Groundnut cake	21%
2. Mustard cake	12%
3. Maize	33%
4. Wheat Bran	20%
5. De-oiled rice bran	11%
6. Common Salt	1%
7. Mineral Mixture	2%

The weighted price index of raw material cost will be computed as follows:

$$M.I. = (0.21 * GNCt/GNCo) + (0.12 * RMCt/RMCo) + (0.33 * MZt/MZo) + (0.20 * Bt/Bo) + (0.11 * Bt/Bo) + (0.01 * St/So) + (0.02 * MMt/MMo)$$

Where M.I. = Material Index

Subscript 'o' stands for the Wholesale Price Index (WPI) in the week of opening the tender

Subscript 't' stands for average WPI of 4 weeks preceding the due date of next supply

GNC= WPI of Groundnut Cake

RMC = WPI of Rape and Mustard Cake

MZ= WPI of Maize

B= WPI of Bran (all kinds) proxy for Wheat bran and De-oiled Rice Bran

S= WPI for Common salt

MM= WPI for Minerals proxy for Mineral Mixture

The formula used for Price variation will be:

$$Pt = Po [0.15 + 0.85 * (M.I.)] - Po$$

Po is the base price quoted in the tender

Pt is the price escalation (or reduction) on due date of next supply

If the Price variation thus computed is equal to or more than 10% of the base price (Po) then the variation payable will be 50% of the increased amount, that is:

If $Pt \geq 0.10 Po$ then additional price of $Rs.0.50 * Pt$ will be payable to the firm if the request to this effect is made by the firm.

If the Price variation thus computed is equal to or more than (-)10% of the base price (Po) then the variation deductible will be 50% of the decreased amount, that is:

If $Pt \leq (-)10\%$ then the amount payable to the firm shall be deducted at the rate of $0.50 * Pt$.

Note: The formula is based on the Guidelines provided in the Manual on Policies and Procedures for Purchase of Goods by the Ministry of Finance, Govt. of India.

The weekly WPI used of the calculation will be taken from the Office of Economic Advisor, Ministry of Commerce and Industry, Govt. of India available on <http://eaindstry.nic.in/>

माननीय कुलपति के आदेश से,
कुलसचिव