



INDIAN INSTITUTE OF TECHNOLOGY
(BANARAS HINDU UNIVERSITY)
VARANASI

STORES & PURCHASE MANUAL
2015

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1.0 INTRODUCTION:

This Manual outlines the procedures to be adopted for the purchase of various kinds of equipment and stores by Departments/Schools/Centres/Central Facilities/Units/Sections, both from Institute's main account as well as from the projects funds, but excludes the purchases to be made by the Main Library.

Every Head of the Department/School/Centre/PI making purchases shall have the responsibility and accountability to bring efficiency, economy, and transparency in matter relating to public procurement and for fair and equitable treatment of suppliers and promotion of competition in public procurement.

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

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

2.0 ABBREVIATIONS AND DEFINITIONS:

2.1 Abbreviations

CA - Competent Authority

CFA - Competent Financial Authority

DPC - Departmental/School/Unit/Centre Purchase Committee

DR&D - Dean of Research and Development

GFR- General Financial Rules, 2005, as amended from time to time

HOD-Head of Department/Coordinator of School

HPC - Hostel Purchase Committee

IPC - Institute Purchase Committee

PI-Project Investigator

PPC-Project Purchase Committee

R&D-Research and Development Office

RC - Rate Contract

2.2 Definitions

Approved format:

At different places in this document reference is made to approved formats. All such formats shall be approved by the Director from time to time. The approved formats, as at present, are enclosed in annexure-I-VII.

Department: In what follows, Department shall imply Department/Schools/Centre/Central Facility/Section or any entity in the Institute which has a separately allocated budget.

Project: In what follows, Project shall mean and include any sponsored research, consultancy project or any other activity which has a valid project number given by the Research & Development (R&D) office of the Institute.

Project Investigator: A regular employee of the Institute whose name is recorded as a project Investigator in the records pertaining to the project in the R&D office of the Institute.

Purchaser: The individual who signs as purchaser in the purchase proposal form shall be referred to as a purchaser.

Seller: A seller refers to the company/vendor/dealer/agent/individual party from whom the institute may potentially buy goods or services.

Rate Contract: A Rate Contract (commonly known as RC) is an agreement between the purchaser and the suppliers for supply of specific goods and allied services, if any, at specified price and terms and conditions during the period covered by the Rate Contract.

3.0 CLASSIFICATION OF STORES:

All stores to be procured shall be classified into three categories viz, Non- Consumable Stores, Limited Time Asset Stores and Consumable Stores.

3.1 Non-Consumable Stores:

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

- a) stores which are intended to be used over prolonged periods before becoming unusable, or obsolete,
- b) stores having a significant disposal value,
- c) stores which are sub-systems, or parts of an equipment, which can be potentially repaired and reused, and
- d) stores which are either fabricated, or assembled equipment, and which if bought as a single item would have been classified Non-Consumable Stores.

All non-consumable stores have to be entered into the Non Consumable Store Stock register of the appropriate Department/School/Centre/Project as well as at the end user section.

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

3.2 Limited Time Asset Stores :

Stores satisfying any one of the following conditions shall be classified as Limited Time Asset Stores.

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

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

All Limited Time Asset Stores shall be entered into the Limited Time Asset Stock Register in the appropriate Department/School/Centre/Project as well as at the end user section.

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

3.3 Consumable Store:

Stores satisfying any one of the following conditions shall be classified as consumable store:

- stores which exhaust with lapse of time,
- stores which are rendered unusable due to normal wear and tear,
- stores which do not have significant disposal value, and
- spares of equipment which do not fall either in the Non Consumable Store or Limited Time Asset Store category.

The consumable store shall be entered in the Consumable Store Stock register of the appropriate Department/School/Centre/ Project as well as at the end user section of the department. For projects, the consumable store shall be entered in the Consumable Store Stock register for the project.

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

If the spares are purchased for fabricating or manufacturing any equipment, such spares are to be treated as Non Consumable items. However, if a spare is purchased for replacing any spare of an equipment, such spare be treated as consumable store, provided such spare do not have any replacement value. In case of a dispute regarding the classification of an item, the decision of Director shall be final.

4.0 FINANCIAL AND SANCTIONING POWERS:

The following table gives the financial limits up to which the concerned person has authority to approve purchases within the allocated budget of the department/project. Such a person shall be referred to as the Competent Financial Authority (CFA). It is the responsibility of the CFA to ensure that sufficient funds are available for the purchase.

Sl. No.	Competent Financial Authority	Non-Consumable Store (NCS)	Limited Time Asset Store	Consumable Store	Temporary Contingent Advance
		(Rs.)	(Rs.)	(Rs.)	(Rs.)
1	Registrar/HOD/Project Investigators (for project purchase only)	2,00,000/-	1,50,000/-	1,00,000/-	10,000/-
2	DR&D (for project purchase only)	10,00,000/-	5,00,000/-	2,00,000/-	1,00,000/-
3	Director	All cases	All cases	All cases	All cases

Notes:

- The above limits apply to indigenous purchase as well as import. For the purposes of imports the Indian Rupee equivalent of the foreign currency on the date of sanction should be considered.

2. All temporary contingent advances shall be adjusted as per the approved guidelines.
3. Chairman JEE shall be treated as equivalent to HOD.
4. For the purposes of this manual, Acting HOD and Acting Dean/Professor In charge shall not exercise the financial powers as the incumbent unless decided otherwise by the Director.

5.0 GENERAL PROCEDURES AND RULES FOR PURCHASES:

The following shall apply to all purchases including those under the rate contract except where stated otherwise.

5.1 Purchase of Goods without Quotation

5.1.1 (a) Purchase of goods up-to a value of Rs.50,000/- (Rs. Fifty Thousand only) on each occasion may be made without inviting quotations/bids by the competent authority on the basis of a certificate recorded by him in the following format (for items not under Rate Contract or in case of emergency):

“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.”

Signature

5.1.1 (b) Purchase of goods above Rs. 50,000/- and up-to Rs. 1,00,000/- (Rs. One lac only) on each occasion may be made without inviting quotation/bids with the approval of the Purchase Committee and a certificate recorded by the Committee in the following format:

“We are 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.”

Signature

All Purchases as in the serial number 5.1.1 can be made directly by the purchaser from the market/authorized dealers after ensuring that the price is reasonable. Such purchases shall be made directly by the purchaser from the market/authorised dealer after ensuring that the price is reasonable. Such purchases can be made on bill basis or against proforma invoice and payment to be released to the firm after receipt of goods in satisfactory condition/satisfactory installation/satisfactory performance report (as the case may be). However, petty purchases may be made against cash payment (up to Rs. 15,000). However, cash transaction should be avoided and should be done in exceptional cases. Purchaser should ensure that TIN & PAN numbers are mentioned in the Cash Memo / Sale Invoice.

If the purchases are made through an advance drawn for the purpose, it shall be subsequently adjusted, for which cash memo/bill/receipt and proof of entry in the appropriate Stock Register must be submitted. Approved formats shall be used for drawing the advance and for adjustment. For project and non-project purchases the form for advance shall be sent to the AS (IIT-Finance).

If the purchaser is making the purchase directly from the seller, payment will be made against proper invoice/bill/tax invoice proof of challan /transfer invoice of the item by the purchaser and entry in the appropriate purchase and stock register.

5.1.2 Purchase of Goods by Spot Purchase Committee

Purchase of goods up to a value of Rs.5,00,000/- (rupees five lacs only) on each occasion may be made through Spot Purchase without inviting quotations] bids by the competent authority in case of absolute emergency and such emergency be clearly specified by the purchaser and approved by the competent authority. A committee consisting of at least three members not below the rank of Assistant Professor / Group ‘A’ officer will be approved by the Director / Competent Financial Authority.

For spot purchase, the duly approved 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 Spot 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.”

Signature of all members

5.2. Purchase of Goods with Quotation:

5.2.1 Purchase of Goods by Purchase Committee

Purchase of goods costing more than Rs. 1,00,000/- (Rs. One lac only) and up-to Rs. 2,00,000/- (Rs. Two lac only) should be done by inviting quotations (by considering at least 3 valid quotations). The purchase should be done on the recommendations of the Purchase Committee duly approved by the Director / Dean, R&D (as the case may be) for each financial year. Compositions of the various purchase committees are given in the Appendix. The Committee shall prepare a comparative statement of the quotations received and give its specific recommendation and shall record a certificate as under on the comparative statement itself.

“Certified that we members of the Purchase Committee are jointly and individually satisfied that (i) the goods recommended for purchase are of the requisite specification and quality,(ii) priced at the prevailing market rate and (iii) the supplier recommended is reliable and competent to supply the goods in question.”

Signature of all members

5.2. 2 Purchase of Goods through Limited Tender:

For purchases more than Rs. 2,00,000/- (Rs. Two lac only), Upto Rs.25.00 lac purchase will be done by inviting quotations from more than three firms (by considering at least 3 quotations) through the purchase committee duly approved by the Director / Dean, R&D for each financial year. Compositions of the various purchase committees are given in the Appendix. Registrar’s nominee shall be included in all the committees if purchase is above Rs. 5.00 lac.

Enquiry should be floated by registered post / courier / fax / e-mail / speed post but quotations must be received in a sealed cover. Further, web based publicity should be given for Limited Tender. Efforts should be made to identify higher number of suppliers to obtain more responsive bids on competitive basis. Sufficient time should be allowed for submission of quotations.

If required, the Committee can also adopt two bid system as mentioned at Sl. No. 5.3. The Purchase Committee can also ask for bid fees amounting to Rs.500/- in the form of Demand Draft favouring the Registrar, IIT(BHU) payable at Varanasi. The Purchase Committee at its discretion can ask for E.M.D. as mentioned at Sl. No. 5.8. Performance security can also be taken from the successful bidder as mentioned at Sl. No. 5.9.

5.2.3 In case 3 quotations are not obtained even after 2nd enquiry or extension in the time of submission of bids, the order may be placed even on single quotation with the approval of the CFA (as per 5.10).

5.2.3(A) e-publishing;

All quotation enquires for limited tender estimated to be above Rs.10.00 lac also be uploaded on Central Public Procurement Portal (CPPP) <http://eprocure.gov.in/epublish/app> and Institute website www.iitbhu.ac.in.

The Institute has already registered on Central Public Procurement Portal (CPPP). For uploading the tender the user Department / School / Unit will be allotted a login ID & Password for tender uploading. (Tender will be e-published by uploading on CPPP and quotation will be received in hard copies in sealed envelope).

5.2.3(B) Splitting of Purchase;

However, as per the **Rule 148 of GFR**, a demand for goods should not be divided into small quantities to make piecemeal purchases to avoid the necessity of obtaining the sanction of higher authority required with reference to the estimated value of the total demand. Efforts should be made to aggregate the demand of goods of similar nature received within a pre-decided time frame.

5.2.4 Central Purchase Committee (CPC):

There will be a Central Purchase Committee to be constituted by the Director. The Committee will consist of a Chairman and 5 to 7 members, drawn from various end-users. The Committee may co-opt members, if required, with prior approval of the Director. The Member Secretary to the Committee will be nominated by the Director. The tenure of the Committee will be one year from the date of its constitution. The Committee shall perform the following functions:

1. To approve annual rate contract of the items of common use.
2. To consider and approve purchases of special items required in the Institute, referred by the Director from time to time.

5.3 Two bid system (Mandatory for purchases of Rs. 25 lakhs and above)

For purchasing capital equipment, high value plant, machinery etc. of complex and technical nature, tender enquiry document, complete in all respects, may be issued as usual. However, the tenderers should be asked to bifurcate their quotations in two parts. The first part is to contain the relevant technical specifications and allied commercial details as required in terms of the tender enquiry documents and the second part should contain only the price quotation. The first part is commonly known as a 'Technical Bid' and the second part 'Financial Bid'.

The technical bid and the financial bid should be sealed by the tenderer in separate covers. The technical bids are to be opened in the first instance, at the prescribed time and date and the same will be scrutinized and evaluated by the competent committee / authority with reference to the parameters prescribed in the tender documents and the offer received from the tenderers. Thereafter, in the second stage, the financial bids of only the technically acceptable offers (as decided in the first stage above) are to be opened for further scrutiny, evaluations, ranking and placement of contract.

5.4 Advertised Tender Enquiry

(i) Except in the case of limited tender enquiries and single tender enquiries, invitation to tenders by advertisement should be used for procurement of goods of estimated value Rs. 25 lac (Rupees Twenty Five Lac) and above. Advertisement in such case should be given in the Indian Trade Journal (ITJ), published by the Director General of Commercial Intelligence and Statistics, Kolkata and at least in one national daily having wide circulation.

(ii) Enquiries should also be published on the institute web site and uploaded on Central Public Procurement Portal (CPPP). Website reference should be given in the advertisement in newspapers.

(iii) Complete bidding document should be given on web site in downloadable form, so that prospective bidders may download from the web site. If such a downloaded bidding document is priced, there should be clear instructions for the bidder to pay the amount by demand draft etc. along with the bid.

(iv) Ordinarily, the minimum time to be allowed for submission of all the bids should be three weeks from the date of publication or post of the tender notice or availability of the bidding document for sale, whichever is later. Where the department/School/centre also contemplates obtaining bids from abroad, the minimum period should be kept as four weeks for both domestic and foreign bidders.

5.5 Integrity pact (Govt. of India, HRD notification No. 24-1/2011-IFD dated 04.08.2011) shall be included in all proposal/tender documents for all supplies/stocks/works where, the estimate amount/cost is above Rs. 1.00 crore.

5.6 Contents of Bidding Document: All the terms, conditions, stipulations and information to be incorporated in the bidding document are to be shown in the appropriate chapters as below (please see Annexure VII):

Chapter – 1: Instructions to Bidders.

Chapter – 2: Conditions of Contract.

Chapter – 3: Schedule of Requirements.

Chapter – 4: Specifications and allied Technical Details.

Chapter – 5: Price Schedule (to be utilised by the bidders for quoting their prices).

Chapter – 6: Contract Form.

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

5.7 Maintenance Contract:

Depending on the cost and nature of the goods to be purchased, it may also be necessary to enter into maintenance contract(s) of suitable period either with the supplier of the goods or with any other competent firm, not necessarily the supplier of the subject goods. Such maintenance contracts are especially needed for sophisticated and costly equipment and machinery. It may however be kept in mind that the equipment or machinery is maintained free of charge by the supplier during its warranty period or such other extended periods as the contract terms may provide and the paid maintenance should commence only thereafter.

5.8 Bid Security:

(i) To safeguard against a bidder's withdrawing or altering its bid during the bid validity period in the case of advertised or limited tender enquiry, Bid Security (also known as Earnest Money) is to be obtained from the bidders. The bidders should be asked to furnish bid security along with their bids. Amount of bid security should ordinarily range between two percent to five percent (2% - 5%) of the estimated value of the goods to be procured. The exact amount of bid security should be determined accordingly and indicated in the bidding documents. The bid security may be accepted in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the commercial banks in an acceptable form, safeguarding the purchaser's interest in all respects. The bid security is normally to remain valid for a period of forty-five days beyond the final bid validity period.

(ii) Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

5.9 Performance Security:

(i) To ensure due performance of the contract, Performance Security is to be obtained from the successful bidder awarded the contract. Performance Security is to be obtained from every successful bidder irrespective of its registration status etc. Performance Security should be for an amount of five to ten percent (5% - 10%) of the value of the contract. Performance Security may be furnished in the form of an Account payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank in an acceptable form safeguarding the purchaser's interest in all.

(ii) Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations

(iii) Bid security should be refunded to the successful bidder on receipt Performance Security.

5.10 Purchase of Goods on single quotation basis (Proprietary Article):

Procurement of goods on single quotation basis may be followed in the following circumstances.

- a) It is in the knowledge of the user department that only a particular firm is the manufacturer of the required goods or proprietary item.
- b) In case of emergency, the required goods are necessarily to be purchased from a particular source and reason for such decisions is to be recorded and prior approval of the competent authority be obtained before effecting the purchase.
- c) For standardization of machinery or spare parts to be compatible with the existing sets of equipment, the required item is to be purchased only from a selected firm.
- d) The indenter should provide a certificate that the price quoted by the firm is reasonable and the same is a proprietary item.

It is clarified here that a particular brand or model of a manufacturer cannot be considered as a proprietary item.

Purchase of items of a proprietary nature (i.e. item which do not have substitutes, or are spare parts of already existing equipment for which substitute replacements are not available) can be done on the basis of a single quotation irrespective of the value of the item. In such cases the purchaser must furnish a proprietary certificate countersigned by HOD of the concerned or associated department/School/centre. If the total value of the item is more than Rs. 2,00,000/- a proprietary certificate must be obtained from the supplier also stating that they are the only source of supply / manufacture.

5.11 Repeat Orders:

Repeat orders are processed subject to the following conditions:-

- i. The repeat order can be made with no change in the rates, specifications as well as terms & conditions of supply. In such repeat order, the copy of the original order duly signed by members of the Departmental Purchase Committee of the concerned department should be enclosed while forwarding the purchase order for registration. The repeat order should be given only on the basis of an order placed earlier by inviting at least 3 (three) valid quotations considering the unit rate and within the limit of Rs.10.00 lac.
- ii. The repeat order shall be placed within 180 days from the date of earlier order placed after ensuring that there is no significant reduction in the cost of the item(s).
- iii. The repeat order shall be placed within 180 days from the date of earlier order placed by other IITs during the same financial year ensuring that there is no significant reduction in the cost of the item(s).
- iv. In all cases, a specific confirmation must be obtained from the concerned supplier regarding acceptance of the same terms and conditions prior to release of the repeat order. The prices of the items being purchased on repeat order basis have not come down in the interim, owing to drop in raw material cost, increased competition, increased production and taxes, duties etc.
- v. Any amended order shall not be considered for repeat order.
- vi. A repeat order should not be an amalgamation of two or more orders placed with a firm on different occasions. Repeat order should not exceed the original order in terms of unit rate.
- vii. No repeat order can be given in case of civil works and job works.

For immediate requirements, the aforementioned conditions will also apply for orders placed by any purchaser in BHU.

5.12 Purchase of Goods under Rate Contract:

- a. The items which are available on Directorate General of Supplies & Disposals (DGS&D) rate contract and on IIT (BHU) rate contract can be procured by the concerned department / School / centre / PI by placing directly orders on the firms on single quotation basis, through their respective purchase committee.

5.13 Purchase under buy back scheme:

If any item is purchased under buy back scheme for old one, quotations are to be invited clearly mentioning the specification of old and new item asking the buyback offer from the vendor. After finalizing the deal a condemnation report is to be filled up on GFR-17 form for old item, signed by all members of condemnation/write-off committee, approved by Director. It is to be mentioned on GFR-17 in the column of mode of disposal that item is being given to the firm under buy back scheme.

WRITE OFF, CONDEMNATION AND DISPOSAL

PARA – 1.

An item may be declared surplus or obsolete or unserviceable, if the same is of no use to the Department/School of the Institute or when the item is beyond economical repair. An item may be rendered surplus, obsolete or unserviceable in the process of upgrading or replacing Institute property or when Institute property or equipment no longer serves a functional use due to programme, procedure or other changes. Under such circumstances the property and equipment may be disposed of in the best interest of the Department / School as per the following guidelines with prior approval of the Director.

- A) Wherever possible, the stores / equipment should be traded under buy back scheme, so as to reduce the cost impact on the purchase of new stores / equipment.
- B) If the above option is not available, the property and equipment be sold out rightly with due procedures.
- C) Obsolete, unusable materials beyond economic repair be disposed off as per procedure.

This manual outlines the procedure for write off and disposal of obsolete/ unserviceable/ surplus materials purchased by the Deptts. / Schools / Centres / Central facilities and purchases in projects etc.

PARA – 2 : FINANCIAL POWERS

The Director will be the final competent authority to approve the disposal of writing off the unserviceable items / materials with assessed residual value.

PARA-3 : GENERAL PROCEDURE FOR WRITING OFF THE UNSERVICEABLE / OBSOLETE MATERIALS / ITEMS

- i) The items to be declared obsolete / surplus / unserviceable should be examined by a Committee at appropriate level appointed by the Director to declare an item of stores as obsolete, surplus or unserviceable and recommend their disposal. The committee should take into account the prescribed or stipulated life period of the stores. In case, such period is not prescribed / stipulated or it is not over, the committee should examine the conditions of stores and record suitable reasons. However, in case any product gives frequent problems before attaining its minimum recommended life or goes badly out of order and repair / Maintenance cost is not economically viable (i.e. where the repair costs exceeds the depreciated residual / value of the item), such items can be condemned with the recommendation of a Write-Off / Condemnation Committee to be constituted for the purpose. If an item has become obsolete / surplus / unserviceable on account of negligence, fraud or mischief on the part of any employee(s), the same should be brought out clearly.

- (1) Where the “life period” has been prescribed on any item and the same is already over, it should normally be taken as enough ground for declaring the item obsolete and unserviceable. However, the condition of the item should still be thoroughly examined to see whether the item could be put to further use.
- (2) In other cases, where the life period is not over or no life period has been prescribed or stipulated, the reasons for declaring the item unserviceable should be clearly recorded such as, may be normal wear and tear, excessive use in public interest, accidental fire, flood and other natural causes, damage due to insect, rats etc.
- (3) An item may be declared obsolete / surplus if it is no longer required by the Departments. Reason for the same should be recorded.
- (4) In case of loss due to negligence fraud or mischief on the part of any employee(s) responsibility should be fixed and losses made good.
- (5) In addition to the above, all the Departments / Schools / Units / Sections would have the discretion to purchase new products in lieu of old / obsolete items under buy-back options as per purchase rules.
- (6) Authority competent to purchase a store shall be competent to declare the store as obsolete / surplus / unserviceable.
- (7) The condemnation Committee shall submit its recommendations in the prescribed form i.e. GFR – 17(copy enclosed) after ensuring that item have become unserviceable, obsolete due to wear and tear and is beyond economic repairs.
- (8) After approval of the Director on the recommendation of condemnation Committee, Head of the Departments / Coordinator of schools shall forward a copy of Director’s approval of the recommendation of Condemnation Committee to the member secretary of the Disposal / Auction Committee.
- (9) Actual physical disposal of item which have been write-off will be done only after the Director has approved the recommendations of the Write-off/Condemnation Committee.
- (10) Item should be labelled as item / material for write off.

PARA – 4 : The Write-off / Condemnation Committee shall consist of

- | | |
|--|-------------|
| 1. Head of the Department / Coordinator of School | - Chairman |
| 2. Professor / Associate / Assistant Professor from the Department / School (<i>one of them as Member Secretary</i>) | - 2 Members |
| 3. Technical Expert from the concerned area (Group ‘A’ rank) or equivalent | - Member |
| 4. Registrar’s Nominee | - Member |

N.B. The Committee may also co-opt other members as per requirement.

PARA – 5: Disposal / Auction Committee / Advertised tender inquiry evaluation committee of the concerned department shall consist of :-

- | | |
|---|------------|
| 1. Head of the Department / Coordinator of School | - Chairman |
| 2. Director’s nominee | - Member |
| 3. Deputy Chief Proctor or his nominee | - Member |
| 4. Dy. Registrar (Finance) | - Member |
| 5. Assistant Registrar, Internal Audit | - Member |
| 6. Member Secretary to be nominated by the Head or Coordinator. | |

PARA – 6 : Disposal of condemned items

1. The items covered under these instructions, once condemned, may be disposed off in the following manner:
 - i) A store would be set-up by each Departments / Schools / Units / Centres / Sections at its premises for the disposal of condemned / obsolete old stores and Departmental Auction Committee will dispose off the items on a quarterly basis at the rates to be invited through M.S.T.C., Press Tenders or from empanelled vendors. The depreciated value of the items would generally be retained as the Reserve Price, unless fixed lower by the Written Off / Condemnation Committee for reasons to be recorded in writing. Likewise, a common store will be created in each Departments / Schools / Units / Centres / Sections for disposal of condemned / obsolete old items on as and when required basis.
 - ii) The concerned departments / organizations, in any case, would maintain the inventory of all purchases and disposal of all these items;
 - iii) The concerned Departments / Schools / Units / Centres / Sections shall be required to submit the details of its condemned / obsolete old stores on G.F.R. – 17 Form (*Annexure - VI*).
 - v) In cases where bids are not received for disposal of the items at reserve price, the old items, which may still be usable, can also be considered for donation to State / Central Govt. recognized services organizations / NGOs and a certificate shall be issued in this behalf.

PARA – 7: Procedure for Advertised tender inquiry / Public Auction :-

- 7.1 After approval of the Director on the recommendations of the Condemnation Committee, Head of the Department / Section shall forward a copy of the Director's approval to the Member Secretary, Auction Committee.
The concerned Department / Section / Centre, shall make arrangement to remove the condemned articles / materials from the Department / Section concerned to the place earmarked for their temporary storage, within a week from the date of receipt of the copy of the duly approved condemnation report. Items to be disposed of shall be under the custody of Head of the Department / Coordinator of School until their disposal.
- 7.2 The unserviceable materials shall be disposed of periodically by the committee through auction or open tendering or limited tendering depending on the disposal value ascertained by the write-off / condemnation committee following institute purchase rules.
- 7.3 The Auction Committee shall decide the mode of auction in consonance with GFR Rule 199. As far as possible, the disposal would be through limited tender notice / open press tender notice where interested parties may obtain tender form the concerned department or download from the Institute web site to quote the rate under sealed cover.
- 7.4 The tenders in a sealed cover superscribed "Tenders for unserviceable / obsolete materials", should be submitted in the concerned department and will be opened in the presence of Committee members and tenderers who may wish to be present. Tenders received after last date will not be entertained in any circumstances.
- 7.5 The tenders shall be accompanied with earnest money deposit for items / stores, by way of Demand Draft drawn in favour of the Registrar, IIT(BHU), Varanasi.
- 7.6 Tender received without Earnest Money Deposit shall be rejected, or shall not be entertained.
- 7.7 The party whose tender is accepted will be required to deposit the balance amount (after adjustment of earnest money deposit) within a period of five days of the receipt of the order /

notification. If the amount is not deposited within the aforesaid period, the acceptance of offer shall stand cancelled and the earnest money shall be forfeited.

- 7.8 After depositing the balance amount the party should lift the goods within a period of seven days or as decided by the Auction Committee. If the goods are not removed within the said period, the tenderer shall have no right or claim to the goods and whatever money have been deposited shall be deemed to have been forfeited. The Institute shall be free to dispose of the goods in any manner as it may deem fit.
- 7.9 The sale account of auction shall be prepared (in triplicate) in the prescribed form (GFR – 18) and shall be submitted to the Director duly signed by the Chairman / Members Secretary of Auction Committee.
- 7.10 The Institute shall reserve the right to reject all or any tender without assigning any reason. The decision of the Director in this behalf on all OR other matters relating to the disposal shall be final and binding.
- 7.11 On receipt of the sale account the Department / School / Centre / Store purchase section will write off the auction items from the inventory / Asset Register.
- 7.12 The Chairman, Disposal / Auction Committee shall arrange for the handing over of unserviceable materials to the successful tenderer after the deposit of the auction money.
- 7.13 In case of any dispute, the jurisdiction of the matter should invariably remain with the courts situated at Varanasi (U.P.).
- 7.14 The tender should be complete in all respects and should be duly signed. Late and delayed tenders due to any reason including postal delays should not be considered at all. Offers through / fax / e-mail / telegram will not be accepted.
- 7.15 Cases not covered by this Manual will be decided by the Director in the interest of Institute.

5.14 Late Tender:

In the case of advertised tender enquiry, or limited tender enquiry, late tenders (i.e. tenders received after the specified date and time for receipt of tenders) should not be considered. In case of holiday the next working day shall be considered as due date

6.0 E-PROCUREMENT:

Purchase of goods through electronic mode of interface with tenderers and IT enabled management of the entire procurement process (notice inviting tenders, supply of tender documents, receipt of bids, evaluation of bids, award of contract, and execution of contract through systematic enforcement of its various clauses and tracking claims ,counter-claims and payments) is called e-procurement. This is gradually gaining popularity. In order to cut down the transaction costs and improve efficiency and transparency, the Government aims to make it mandatory for all the organizations. The Government has issued guidelines vide OM No. 10/3/2012-PPC dated 30th March, 2012 and OM No. 10/3/2012-PPC dated 3rd September, 2012.

Until a full fledged system for e-procurement is developed by the Institute, the departments/schools/centres may continue to receive quotations through hard copies in sealed covers only. It is in this context that all departments/schools/centres are advised to display all enquiry letters on the Institute website and notice board of the concerned departments/schools/centres so that the firms are able to submit their quotations to the concerned department within the specified period. After finalization of the e-procurement system Institute will implement the same.

This procedure will not apply to procurements made through DGS&D rate contracts.

7.0 PAYMENT TERMS:

7.1 Normally, payments should be made on Bill / Proforma Invoice basis after receipt and acceptance of materials in good condition and in case of equipments, after satisfactory installation and commissioning of the equipment.

7.2 Advance Payment:

7.2.1 Advance payments, not exceeding 90% of the price, may be made against equivalent bank guarantee from a scheduled bank. For smaller value items and with traders who supply against cash/cheque, advance payment (on proforma invoice) against delivery may be allowed. However, the department should ensure that the material is inspected and found acceptable as per requirements/specifications.

7.2.2 Advance payments without Bank Guarantee should be agreed to only where absolutely necessary and with the prior approval of CFA and upto a limit of Rs.2.00 lac only.

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

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

7.2.5 Adequate safeguards should be taken to ensure the Institute interest and the department/School/Centres concerned should be fully satisfied on this account.

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

8.0 LIQUIDATED DAMAGES (LATE DELIVERY):

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

A penalty clause for a penalty of 1% of the delivered price of the delayed goods for each week or part thereof subject to a maximum of 10% of the delivered price is to be incorporated in the contract terms. If the payment term is 100% against delivery and if there is delay in supplying the material then a cheque of penalty amount must be taken from the seller in favour of the Director, IIT (BHU) Varanasi.

9.0 DUTIES & TAXES:

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

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

The institute is partially exempted from paying custom/excise duty for all import and indigenous items, for which an excise/custom duty exemption certificate shall have to be provided by the institute. For the present, the passbook being maintained by BHU will continue to be used by the Institute.

10.0 ANNUAL MAINTENANCE CONTRACT:

Depending on cost and nature of the goods to be purchased, it may also be necessary to enter into maintenance contracts for a suitable period either with the supplier of the goods or with any other

competent firm, not necessarily the supplier of the subject goods. Such maintenance contracts are specially needed for sophisticated and costly equipment and machinery. It may however be kept in mind that the equipment or machinery is maintained free of charge by the supplier during its warranty period or such other extended periods as the terms of contract may provide for. The paid maintenance should commence only there afterwards.

The annual maintenance contract, repair contract, repair work from the manufacturer/ manufacturer's authorized supplier, in respect of various equipment in the department/School/centre, may be entered into by the HOD/PI for maximum of 10% of the equipment cost or Rs. 1,50,000/- whichever is less. In all other cases, quotations will be invited and normal purchase rules shall be adhered to.

In case of renewal of the Annual Maintenance Contract, the following points may be taken care of while sending the proposal for renewal of Annual Maintenance Contract;

- AMC should be from a prospective date. In order to ensure this, the HOD/PI shall be required to initiate action for renewal of AMC at least 90 days before the expiry of previous AMC.
- In case of any increase in the AMC cost when compared to previous AMC, necessary justification for increase in price may be obtained from the firm.

11.0 PURCHASE OF ITEMS THROUGH CREDIT CARD:

11.1 Limit of payment of credit card is up-to US\$ 1000 or other foreign currency equivalent to US\$ 1000 when purchases are in foreign currency and Rs.50,000/- for purchases done in Indian currency as per directives of the RBI. The purchaser must take the approval from the CFA in advance.

11.2 Purchaser must ensure if the item is not banned / prohibited.

11.3 Purchaser should also declare that the item is not for sale, or profit, making it clear that it is exclusively for research purpose.

11.4 If the item is not of proprietary nature then the indenter should declare the price quoted by the Firm on the website/e-mail is quite reasonable in comparison with national/international market and that he has ensured himself by seeing the prices of different Firms.

11.5 Purchaser should get approval of CFA before placing the order by credit card and get exemption of customs duty (for imported items).

11.6 Shipping mode and port of shipment must be clear in the order as to whether the shipment will be Ex-works/FOB/C&F/CIF/FAS etc.

11.7 Each and every precaution should be taken by the purchaser to avoid delay in release leading to demurrages for the material and also any interest on the payment of credit card.

11.8 Purchaser shall submit adjustment bill to the IIT Finance after purchase and getting cash memo from the firm/supplier against the payment by credit card.

11.9 Such bills shall normally be cleared from IIT Finance office within 15 days of submission by purchaser.

12.0 GENERAL GUIDELINES MENTIONED IN GFR-2005, AS AMENDED FROM TIME TO TIME

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

All purchases should be made in a transparent, competitive and fair manner, to secure best value for money. This will also enable the prospective bidders to formulate and send their competitive bids with confidence. Some of the measures for ensuring the above are as follows:

- (i) The text of the bidding document should be self-contained and comprehensive without any ambiguities. All essential information, which a bidder needs for sending responsive bid, should be clearly spelt out in the bidding document in simple language. The bidding document should contain, *inter alia*;

(a) The criteria for eligibility and qualifications to be met by the bidders such as minimum level of experience, past Performance technical. Capability, manufacturing facilities and financial position etc.;

(b) Eligibility criteria for goods indicating any legal restrictions or conditions about the origin of goods etc which may be required to be met by the successful bidder.

(c) The procedure as well as date, time and place for sending the bids;

(d) Date, time and place of opening of the bid;

(e) Terms of delivery;

(f) Special terms affecting performance, if any.

(ii) Suitable provision should be kept in the bidding document to enable a bidder to question the bidding conditions, bidding process and/or rejection of its bid.

(iii) Suitable provision for settlement of disputes, if any, emanating from the resultant contract, should be kept in the bidding document.

(iv) The bidding document should indicate clearly that the resultant contract will be interpreted under Indian Laws.

(v) The bidders should be given reasonable time to send their bids.

(vi) The bids should be opened in public and authorized representatives of the bidders should be permitted to attend the bid opening.

(vii) The specifications of the required goods should be clearly stated without any ambiguity so that the prospective bidders can send meaningful bids. In order to attract sufficient number of bidders, the specifications should be broad based to the extent feasible. Efforts should also be made to use standard specifications which are widely known to the industry.

(viii) Pre-bid Conference: In case of turn-key contract(s) or contract(s) of special nature for procurement of sophisticated and costly Equipments, 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.. This date should be sufficiently ahead of bid opening date.

(ix) Criteria for determining responsiveness of bids, criteria as well as factors to be taken into account for evaluating the bids on a common platform and the criteria for awarding the contract to the responsive lowest bidder should be clearly indicated in the bidding documents.

(x) Bids received should be evaluated in terms of the conditions already incorporated in the bidding documents; no new condition which was not incorporated in the bidding documents should be brought in for evaluation of the bids. Determination of a bid's responsiveness should be based on the contents of the bid itself without recourse to extrinsic evidence.

(xi) Bidders should not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids.

(xii) Negotiation with bidders after bid opening must be severely discouraged. However, in exceptional circumstances when; price negotiation against an ad-hoc procurement is necessary due to some unavoidable circumstances, the same may be resorted to only with the lowest evaluated responsive bidder.

(xiii) Contract should ordinarily be awarded to the lowest evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the corresponding bidding document. However, where the lowest acceptable bidder against ad-hoc requirement is not in a position to supply the full quantity required, the remaining quantity, as far as possible, be ordered from the next higher responsive bidder at the rates offered by the lowest responsive bidder.

13.0 BLACKLISTING:

Blacklisting of firm can be done on the recommendations of the HOD/PI and with approval of Competent Authority. A committee specially constituted by the Director shall examine the case and shall submit its recommendations to the competent authority for final action. The information on such firms shall be promptly and widely disseminated by the Institute to all concerned.

14.0 RECORDKEEPING:

The existing system of record keeping regarding purchases and stores shall continue till the issue of further guidelines.

15.0 Cases, if any, not covered under these rules will be decided by the Director. Further, the Director may at his discretion permit deviations from any of the above provision if he is satisfied that such deviations will be in the interest of the Institute and that the insistence on the above provisions may cause inconvenience and delay.

IMPORTANT NOTE :

Any aspect not covered in this Manual will be governed by the relevant rule / provision contained in GFR 2005, as amended from time to time.

PURCHASE COMMITTEES

1. **Department/School/Unit/Centre Committee (DPC):**
 - i. HOD/Coordinator - Chairman
 - ii. Two Professors (by rotation every financial year) - Member
 - iii. One Associate Professor (by rotation every financial year) - Member
 - iv. One Assistant Professor (by rotation every financial year) - Member Secretary

2. **Institute Purchase Committee (IPC):** In the areas where purchase Committees are not existing for the purchases of common use for the Institute.
 - I. Dy. Director (To be nominated by the Director) - Chairman
(*in absence of Dy. Director one Professor will be nominated by the Director*)
 - II. Dean / Prof. Incharge related to purchase area - Member
 - III. Two Professor to be nominated by the Director - Member
 - IV. Registrar - Member
 - V. One Deputy Registrar/Assistant Registrar - Member Secretary
to be nominated by the Director

3. **Spot Purchase Committee:**
A Committee consisting of at-least 03 members approved by the Director (up-to limit of purchase of Rs. 5.00 lac otherwise in special cases as per Director's approval) A committee consisting of at least three members not below the rank of Assistant Professor / Group 'A' officer will be approved by the Director / Competent Financial Authority.

4. **Training & Placement Cell Purchase Committee (TPCPC):**
 - i. Prof. In charge, TPC/TPO - Chairman
 - ii. Director's nominee - Member
 - iii. Nominee of Dean (Students Affairs) - Member
 - iv. At least one member from Advisory Committee of TPC (by rotation every financial year) - Member
 - v. Assistant Registrar – - Member Secretary
(to be nominated by the Registrar)

5. **Gymkhana Purchase Committee (GYPC):**
 - i. Chief Councillor, Ex-officio - Chairman
 - ii. Four of the Councillors nominated by the Chairman, relevant to the items being purchased. - Member
 - iii. Assistant Registrar (Student Affairs) - Member Secretary

6. **Gandhi Technology Alumni Centre Purchase Committee:**
 - i. Coordinator, GTAC - Chairman
 - ii. Director's nominee - Member
 - iii. 02 members from the GTAC Advisory Committee nominated by the Chairman, - Members
 - iv. Assistant Registrar - Member Secretary
(to be nominated by the Registrar)

- 7. Cafeteria Purchase Committee:**
- i. Chairman, Cafeteria - Chairman
 - ii. Director's nominee - Member
 - iii. 02 members from Cafeteria Management Committee - Members
nominated by the Chairman
 - iv. Assistant Registrar - Member Secretary
(to be nominated by the Registrar)
- 8. Project Purchase Committee (PPC):**
- i. Project Investigator - Chairman
 - ii. Co - Principal Investigator (if any) - Member
 - iii. Dean R&D or his nominee in case of purchase - Member
above Rs.5.00 lac.
 - iv. Head of the Department/Coordinator of School - Member
 - v. 02 faculty members of the Department/School* - Member
*to be nominated by Project Investigator
(one of the faculty members as Member Secretary)
- 9. Hostel Purchase Committee (HPC):**
- i. Chairman, Council of Wardens - Chairman
 - ii. Director's nominee - Member
 - iii. 02 Admin Wardens to be nominated by the Chairman - Member
 - iv. 01 Warden to be nominated by the Chairman - Member Secretary
- 10. Central Purchase Committee (C.P.C.) :** The Committee shall perform the following functions :
- a) To approve annual rate contract of the items of common use.
 - b) To Consider and approve purchases of special items required in the Institute, referred by the Director from time to time.
 - i. Chairman – nominated by the Director
 - ii. 5 to 7 members drawn from various end users
 - iii. The Committee may co-opt members, if required, with prior approval of the Director.
 - iv. Member Secretary to the Committee will be nominated by the Director.
- 11. Purchase Committee for Administrative Block :** The Purchase Committee will look after the purchases of Administrative Block)
- i. Registrar - Chairman
 - ii. Dy. Registrar – Admin. - Member
 - iii. Dy. Registrar – Accounts - Member
 - iv. Asstt. Registrar – Budget - Member
 - v. Asstt. Registrar – I.P. Cell - Member Secretary
(The Committee may co-opt other members, as and when required)
- 12. Workshop Purchase Committee (WPC):**
- i. Chairman, Workshop Management Committee - Chairman
 - ii. Director's nominee - Member
 - iii. 02 members from Workshop Management Committee - Members
nominated by the Chairman
 - iv. Assistant Registrar - Member Secretary
(to be nominated by the Registrar)

Note :

1. Director may constitute purchase committee for specific purposes.
2. Registrar's nominee will be deputed on request for all purchases above Rs.5.00 lac.
3. 50% members of the Purchase Committee shall form a quorum for a meeting of the Purchase Committee.



DEPARTMENT/SCHOOL/CENTRE

QUOTATION ENQUIRY

Ref: IIT (BHU)

/QTN/

Due Date:

(Last date of quotation receiving)

Date:

(Date of tender enquiry)

To

Dear Sir,

Please submit your lowest rate for supplying the under mentioned items. Quotation in duplicate must reach us before the date marked above and should contain the following information:

1. Full specification and make of the item offered and its rate F.O.R. Varanasi/CIF New Delhi.
2. Sales tax at concessional rate as applicable to educational institution.
3. Your VAT / CST registration number, PAN & TIN numbers.
4. Conditions of supply and terms of payment.
5. If you are a manufacture of the item or if you have proprietary right over it, please mention it in the quotation and provide a certificate.
6. Please mention your agency commission in Indian Rs., if applicable (in case of imported items).
7. Please give undertaking as per annexure-I-B

Quotation must be sent in a **sealed envelope** with word “**QUOTATION**”, our reference number, and due date as given above, clearly marked over it.

SL. NO.	Name of Items	Discription / Technical Specification	Quantity

N.B. : Other terms & conditions pertaining to item mentioned above, shall be mentioned below:

The Sealed quotations will be opened on at in the office of (This is mandatory in case of e-publishing).

HOD/COS/PI

INDIAN INSTITUTE OF TECHNOLOGY (BHU) VARANASI

TO BE RETURNED

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

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

(Please specify the amount/percentage etc, if any)
7. Our terms of payment (Please indicate your preference by a (✓) mark). Please note that no other payment terms are likely to be accepted.
 - (a) **For Local Firms or if the bills are raised by the Local Dealers.**
 - (i) 100% Payment on bill basis :

OR

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

(b) If the bills are raised by outstation Firms

- (i) 100% Payment on bill basis :
- OR**
- (ii) 100% payment against Proforma Invoice after receipt of materials in good condition, installation and satisfactory report :
- OR**
- (iii) D.G.S. & D. Terms of Payment for D.G.S. & D Rate Contract items :
- OR**
- (iv) 75% against Proforma Invoice (at site) or documents through Bank and 25% after receipt of materials in good condition, installation and satisfactory report. :
- OR**
- (v) 90% payment against Proforma Invoice (at site) or documents through bank and 10% after receipt of materials in good condition, installation and satisfactory report (Only under special Circumstances). :
- 8.** Whether any Excise Duty is payable on the items. : YES / NO
If yes, indicate the amount / percentage. :%
- 9.** Whether any installation charges are payable extra. : YES / NO
If yes, amount to be specified. :
- 10.** Whether any discount for educational institution :
offered on the printed price list of the manufacturer. : YES / NO
Please mention the amount / percentage. :
- 11.** Whether the product is on DGS &D/D.I. Rate contract.
If yes, please enclose a photocopy of the same. : YES / NO
- 12.** Whether the product bears I.S.I. Mark. YES / NO
If yes, please mention the I.S.I. License no. :
- 13.** (a) Whether the firm is Sales Tax payer. : YES / NO
If yes, please mention the Sales Tax Numbers. :
- (b) Whether the Local Dealer(s) is / are Sales Tax payer(s) : YES / NO
If yes, please mention the Sales Tax numbers of each :
- 14.** Whether printed / authenticated price list of the Firm's Products and Catalogue etc. enclosed. : YES / NO

Signature of the Authorised Official with Seal

TO BE RETURNED WITH QUOTATION

UNDERTAKING***WE HEREBY UNDERTAKE THE FOLLOWING:***

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

*Authorised
Signatory (Seal)*



(ORIGINAL)

Department/School/Centre:

Approximate Cost: **Rs.**

Major Budget Head:

Minor Budget Head:

Order No.:

Date:

Budget Grant: Rs.

Amount spent including commitments: Rs.

Balance available Rs.

To,
Gentlemen,

Please supply the following as per your quotation No. _____ dated _____ as per description and terms & condition given below and submit your bill in duplicate for payment.

Certified that the articles proposed for purchase:

- (i) are absolutely necessary and are the best at the available resources.
(ii) that the quotation have been invited and the price quoted is the lowest.

Sl. No.	Particulars	Qty.	Rate (Rs.)	Amount (Rs.)
1.				
TOTAL:				

Terms & Conditions:

1. Price :
2. Payment :
3. Tax :
4. Delivery time :
5. Penalty Clause :
6. Warranty :

Signature of Purchase Committee Members:

Sanctioned

Yours faithfully,

CFA
HOD/Coordinator/PI

Certified that the amount of the order is within the grant.

IT Finance Office



(DUPLICATE)
For Finance Section

Department/School/Centre: _____
 Approximate Cost: **Rs.** _____
 Major Budget Head: _____
 Minor Budget Head: _____

Order No.: _____
 Date: _____
 Budget Grant: Rs. _____
 Amount spent including commitments: Rs. _____
 Balance available Rs. _____

To,

Gentlemen,

Please supply the following as per your quotation No. _____ dated _____ as per description and terms & condition given below and submit your bill in duplicate for payment.

Certified that the articles proposed for purchase:

- (i) are absolutely necessary and are the best at the available resources.
 (ii) that the quotation have been invited and the price quoted is the lowest.

Sl. No.	Particulars	Qty.	Rate (Rs.)	Amount (Rs.)
1.				
TOTAL:				

Terms & Conditions:

1. Price :
 2. Payment :
 3. Tax :
 4. Delivery time :
 5. Penalty Clause :
 6. Warranty :

Signature of Purchase Committee Members:

Sanctioned

Yours faithfully,

CFA

HOD/Coordinator/PI

Certified that the amount of the order is within the grant.



भारतीय
प्रौद्योगिकी
संस्थान
काशी हिन्दू विश्वविद्यालय



INDIAN
INSTITUTE OF
TECHNOLOGY
BANARAS HINDU UNIVERSITY

(TRIPLICATE)
FOR SUPPLIER

Department/School/Centre:
Approximate Cost: **Rs.**

Order No.:
Date:

To,

Gentlemen,

Please supply the following as per your quotation No. _____ dated _____ as per description and terms & condition given below and submit your bill in duplicate for payment.

Sl. No.	Particulars	Qty.	Rate (Rs.)	Amount (Rs.)
1.				
	TOTAL:			

Terms & Conditions:

1. Price :
2. Payment :
3. Tax :
4. Delivery time :
5. Penalty Clause :
6. Warranty :

Yours faithfully,

HOD/Coordinator/PI

PROPRIETARY CERTIFICATE FORM

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

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

1. _____

2. _____

This is against purchase indent No. _____ Dated _____

Purchaser Signature

Head of the Department/School/Centre Signatures

With Office seal with office seal

Date:

NOT MANUFACTURED IN INDIA CERTIFICATE (N.M.C.)

To the best of my knowledge the required material _____

As per requisition no. _____ dated _____ is not manufactured in India and its equivalent substitute is also not available in India which can serve our purpose .

Further I have also referred following books which are available in Dean (R&D) office and confirmed that the required items in the said indent is not manufactured in India.

1. Hand book of indigenous manufactures (Chemical and miscellaneous stores) published by India Investment Centre, New Delhi.
2. Hand book of indigenous manufacturers (Engineering stores) published by India Investment Centre, New Delhi.
3. Directory of Scientific Instrument Investments
4. and Components manufactured in India published by CSIO, Chandigarh.
- 5.

Signatures, Head of the Department/School/Centre
with Office seal & Date

Signatures of the Purchaser
with office seal & date

PROPRIETARY CERTIFICATE

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

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

- 1-----
- 2-----

This is against purchase indent No. _____

Dated _____

Signatures, Head of the Department/School/Centre
with Office seal.
Date

Signatures of the Purchaser
with office seal
Date

END USE CERTIFICATE FORM

This is to certify that the material (name of the material).....

.....

.

..... supplied by (name
of the supplier)

.....

.....

.

will be used for the Institute Research/ Lab. /Educational purposes only at Indian Institute of Technology (BHU) Varanasi, India .

Name & designation of the Purchaser.....

.....

Signatures of the Purchaser
with office seal

date



**Advertised Tender Enquiry Documents
(NOTICE INVITING TENDER)**

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

Sl. No.	Tender no.	Specifications & quantity of the item	Earnest Money Deposit (EMD)
1.		Name of the Instrument- (Technical Specifications as per Annexure -) Qty.: <i>(as decided by the Technical Committee)</i>	2 to 5% of the quoted cost of the basic instrument (as decided by the tender Committee)

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

The Tender Document (non-transferable) along with detailed specifications, terms and conditions may be **downloaded from the institute website (www.iitbhu.ac.in/iitnotifications/purchase_enquiries/)** or from Central Public Procurement Portal (CPPP) by the interested supplier along with payment of non-refundable Tender price as mentioned below. The Tender price may be paid in the form of Bank Draft in favour of Registrar, IIT (BHU) payable at Varanasi.

a) Price of Tender Document: Rs. (..... Non-refundable)

b) Last date and time for receipt of Tender Document: **201.... (up to 16:00 Hrs.).**

The tender should be addressed to **The Registrar, IIT (BHU), Varanasi**, and should be delivered in person or sent by registered post / courier so as to reach the institute on / before the last date up-to 16:00 Hrs. No tender will be accepted after the due date and time.

- c) The tender will be opened on at in the office of theAll Tender Documents must be accompanied by the Bid Security / Earnest Money Deposit (Refundable) equivalent to 2 to 5% of quoted cost of the basic Instrument by the bidder **OR** Rs. (*in case the Earnest Money amount is fixed*). The Earnest Money Deposit is to be paid in the form of Bank Draft / Fixed Deposit Receipt / Bank Guarantee in favour of the Registrar, IIT (BHU) payable at Varanasi. **The Bid Security / Earnest Money Deposit Bank Draft must be enclosed with Technical Bid in a separate sealed envelope.** The details of Bank Draft / Fixed Deposit Receipt / Bank Guarantee of Earnest Money Deposit must be endorsed on top of envelope containing Technical Bid.

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

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

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

(Registrar)



TENDER DOCUMENT FOR:

BID REFERENCE	IIT (BHU)/...../201.... - 1...../ Dated
DATE OF COMMENCEMENT OF BIDDING	
LAST DATE AND TIME FOR RECEIPT OF BIDS (up to 16:00 Hrs).
ADDRESS FOR COMMUNICATION	The Deptt./ School / Unit Indian Institute of Technology (Banaras Hindu University), Varanasi – 221 005, U.P., INDIA Phone: +91 Fax: +91 542 E-mail:@iitbhu.ac.in
Date, time & venue of bid opening	



TENDER DOCUMENT FOR:

INVITATION FOR BIDS

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

Sl. No.	Tender No	Subject	Earnest Money Deposit (EMD)
1.	IIT (BHU)/..... /1... -1.../ Dated	Name of the Instrument- (Technical Specifications as per Annexure -) Qty.: <i>(as decided by the Technical Committee)</i>	2 to 5% of the quoted cost of the basic instrument (as decided by the tender Committee)

2. Interested eligible Bidders may obtain further information from and inspect the bidding documents at the office of **The, Department, Indian Institute of Technology (Banaras Hindu University), Varanasi – 221 005, U.P., INDIA** or on **IIT (BHU) website: www.iitbhu.ac.in/iitnotifications/purchase_enquiries/**

3. Each set of bidding document can be **downloaded from the institute website** by any interested eligible bidder on payment of the cost of tender document. The cost of bidding documents as indicated above should be submitted in the form of a Demand Draft in favour of the Registrar IIT (BHU) payable at Varanasi.

4. All bids must be accompanied by earnest money deposit as specified above and must be delivered to the Registrar IIT (BHU), Varanasi office up-to 16.00 Hrs of **the last date of receiving the tender document as specified.**

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

6. This Tender Document contains the following:

- A. Instructions to Bidders
- B. General conditions of contract (GCC)
- C. Tender form (Techno commercial un-priced Bid)
- D. Tender form (priced Bid)
- E. Check-list for Bid/Tender submission
- F. Bank guarantee form
- G. Declaration Certificate
- H. Technical specification of the instrument

INSTRUCTIONS TO BIDDERS

A. Introduction

1. Qualification criteria/ Eligible Bidders

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

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

2. Cost of Bidding

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

B. The Bidding Documents

3. Cost of Bidding Documents

Interested eligible bidders may download the bidding documents from the Institute website or from Central Public Procurement Portal (CPPP) as indicated in the invitation for bids. The cost of bidding documents should be submitted in the form of a Demand Draft in favour of the Registrar, IIT (BHU) payable at Varanasi.

4. Content of Bidding Documents

4.1 The goods required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

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

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

5. Amendment of Bidding Documents

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

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

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

C. Preparation of Bids

6. Language of Bid

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

7. Documents Comprising the Bid

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

(a) Techno commercial un-priced bid along with Earnest Money Deposit (EMD) **(in a sealed envelope if the EMD is percentage of quoted price)** as shown in invitation to bids may be submitted either through Bank Guarantee valid for the duration of contract as per enclosure to the bidding documents or by a demand draft of Nationalised Bank in favour of the Registrar, IIT (BHU) payable at Varanasi. If the EMD is not received along with the technical bid, such bid will not be considered. However, EMD envelope of only those bidders will be opened who qualified technical bid at the time of price bid opening. The samples of all the items shown in the schedule of requirements of each tender should also accompany the techno commercial un-priced bid in a separate sealed envelope.

(b) Priced bid.

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

Model Response format

(a) Standing of each Bidder Manufacturer/Dealer and past experience in supply of the material (certificates to be enclosed), proof of manufacturing Unit/Dealership letter and general order supplier.

(b) List of other Govt. Departments, Public Sector units and Central Autonomous Bodies for which the bidder is supplying material or having the similar type of contracts and a certificate regarding the satisfactory performance of the contract.

(c) Copy of the audited balance sheet of the vendor for the previous financial year indicating the turnover in supply of the material.

(d) Details of Permanent Account Number and latest income tax clearance certificate.

(e) Details of S.T. No. along with a copy of certificate to be attached.

(f) Submission of samples if required, for all items indicated in the schedule of requirements. The make of items proposed to be supplied should be indicated in the format of the schedule of requirements and submitted along with the techno commercial un-priced bid without indicating the pricing components.

(g) Willingness to execute all orders which are placed to meet emergency requirement on priority basis. The Bidder shall note that standards for workmanship, material and equipment, and references to brand names designated by the Purchaser in the schedule of requirements are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in his bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

7.3 Priced Bid

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

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

NOTE

1. THE TWO BIDS (BOTH TECHNO COMMERCIAL UNPRICED BID) ALONG WITH EARNEST MONEY DEPOSIT (EMD) AND SAMPLES (IF REQUIRED) AND THE PRICED BID SHOULD BE SUBMITTED SEPARATELY FOR EACH TENDER.

2. CONDITIONAL BIDS WILL NOT BE ACCEPTED

8. Bid Prices

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

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

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

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

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

9. Bid Currencies

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

10. Period of Validity of Bids

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

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

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

D. Submission of Bids

11. Sealing and Marking of Bids

11.1 The outer envelope containing Techno commercial un-priced bid along with EMD & samples, if required, and priced bid shall be addressed to The Registrar, Indian Institute of Technology (Banaras Hindu University), Varanasi – 221 005, INDIA and shall indicate tender number and due date.

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

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

12. Deadline for Submission of Bids

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

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

13. Late/Delayed Bids

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

14. Modifications and Withdrawal of Bids

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

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

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

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

E. Bid Opening and Evaluation of Bids

15. Opening of Techno commercial un-priced Bids

The purchaser will open all techno commercial un-priced bids in the first instance.

16. Clarification of Bids

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

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

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

17. Evaluation of Techno commercial un-priced Bid

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

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

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

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

18. Opening of Priced Bids

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

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

19. Evaluation and Comparison of priced Bids

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

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

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

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

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

21 Award Criteria

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

22. Notification of Award

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

23. Factors Affecting the Award of Supply

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

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

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

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

23.5 The bidders must have executed similar orders, for which the bidder is quoting, as indicated in clause 1 for Govt./Semi-Govt./Autonomous Organizations.

23.6 The cost and the discount offered, if any.

24. Fall clause

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

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

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

25. Samples

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

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

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

- (a) "The order" means the agreement entered into between the Purchaser and the Supplier including all the attachments and appendices and all documents incorporated as per notification of award.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) "The Goods" means all the items, which the Supplier is required to supply to the Purchaser under the Contract;
- (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services training and other obligations of the Supplier covered under the Contract;
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "The Purchaser" means the organization purchasing the Goods i.e. IIT (BHU), VARANASI.
- (g) "The Purchaser's country" is India.
- (h) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- (i) "Day" means calendar day.

2. Application

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

3. Standards

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

4. Use of Contract Documents and Information

4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information except for purposes of performing the Contract.

4.3 Any document, other than the Contract itself, shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

5. Patent Rights

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

6. Submission of the bids.

6.1 All bids complete in all respect must reach the purchaser within the last date and time of receipt of bid. No extension shall be allowed for any reason what so ever. Late tenders/delayed bids and tenders received without earnest money etc. shall be rejected.

6.2 Tender documents are available for sale with the purchaser. Interested bidders may purchase the tender documents on payment of the cost there of. The purchaser shall not be liable for either non-receipt of the tender document or for delay in receipt of tender document.

7. Inspections and Tests

7.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.

7.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no charge to the Purchaser.

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

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

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

8. Consequences of rejection

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

- (a) Allow the supplier to resubmit the stores in replacement of those rejected, within a specified time without any extra cost to the purchaser or
- (b) Reject the material, which shall be final and binding on the contractor.
- (c) Procure the rejected materials of comparable quality from the open market/Govt. stores and the supplier shall be liable to pay the difference in price over the RC prices or get the amount adjusted from the outstanding bills of the supplier, if any or EMD.

9. Packing

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

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

10. Delivery and Documents

10.1 The Supplier shall make delivery of the Goods within 30 days from the placement of purchase order in pursuance of the notification of award. The purchase order would be placed after assessing the requirements on quarterly basis. However, the supplier shall also arrange to execute all orders on priority basis which would be placed to meet any emergent requirements.

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

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

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

11. Insurance

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

12. Transportation

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

13. Warranty

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

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

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

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

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

14. Payment

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

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

15. Prices

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

16. Change Orders

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

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

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

17. Contract Amendments

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

18. Assignment

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

19. Subcontracts

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

20. Delays in the Supplier's Performance

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

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

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

21. Penalty

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

22. Termination for Default

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

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

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

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

‘For the purpose of this Clause:

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

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

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

23. Force Majeure

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

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

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

24. Termination for Insolvency

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

25. Termination for Convenience

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

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

26. Resolution of Disputes

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

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

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

27. Governing Language

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

28. Applicable Law

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

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

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

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

29. Taxes and Duties

Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

30. Performance Security:

(i) Successful bidder have to furnish **10%** of the order value as a performance security in the shape of Fixed Deposit Receipt / Bank Guarantee in favour of the Registrar, Indian Institute of Technology (BHU) for a period of 60 days beyond the end of all warranty period / obligations. Fixed Deposit Receipt / Bank Guarantee should be issued from a schedule bank in India.

(ii) Earnest Money Deposit will be refunded to the successful bidder on receipt of Performance Security.

12. The Institute Reserves The Right To :

- i. Increase or decrease the quantity of the item(s) as per requirement.
- ii. Reject the quotation in absence of not furnishing the documentary evidence in respect of Trade Tax Registration (C.S.T./U.P.T.T/VAT.), Income Tax and Trade Tax clearance certificates together with the performance of supplies in various branches/institutions.
- iii. Reject the quotation in the event of non-furnishing the authentic documentary evidence in respect of Testing reports / Performance report of the concerned Govt. Organization / Institutions about the products being manufactured and marketed. The performance test of the product can be conducted at Institute level also for which charge will have to be borne by the suppliers.
- iv. Reject the supplies already made, if not found up to the mark. Thorough checking may be adopted to test the correctness of the supply. In such an event further action may call to conform or discard the supply.
- v. To reject any addition/alteration in respect of local dealerships intimated by the Principals after consideration of the case by the committee appointed by the Institute for the purpose.
- vi. The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:
 - (a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the purchase order, or within any extension thereof granted by the Purchaser.
 - (b) If the Supplier fails to perform any other obligation(s) under the Contract.
 - (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

‘For the purpose of this Clause:

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

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

To reject any or all the offers without assigning any reasons thereof.

All disputes are subject to “*Varanasi Jurisdiction*” only.

The decisions of the Institute in all respect shall be final and binding on all. Kindly note that we attach great significance to the list of the organizations of repute where a firm is on rate contract, therefore please enclose certified photocopies of the rate contract.

Please ensure that your offer is complete in all respect as no further clarifications shall be sought from you and reaches us within the last date mentioned above. **The Institute shall not be responsible for any postal delay / loss in transit etc.**

Please mention our reference number and due date on the sealed envelope, otherwise your quotation may not be entertained.

A checklist (list documents to be attached) with proper signature, seal and date should be enclosed with tender document for verification; otherwise the proposal will not be entertained.

.....
*Indian Institute of Technology,
(Banaras Hindu University)*

NOTE: 1- While arranging the Tender Documents, check list should be placed on TOP.

TENDER FORM

(Techno commercial un-priced Bid)

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

Tender No.....

To

The _____

Dear Sir,

1. I/We hereby offer to supply the items as listed in the schedule to this tender hereto/portion thereof as you may specify in the acceptance of Tender at the price given in the said Schedule and agree to hold this offer open for a period of 90 days from the date of opening of the tender. I/we shall be bound by a communication of acceptance issued by you.

2. I/We have understood the Instruction to bidders and Conditions of Contract in the form as enclosed with the invitation to the tender and have thoroughly examined the specifications quoted in the Schedule hereto and am/are fully aware of the nature of the goods required and my/our offer is to supply the goods strictly in accordance with the specifications and requirements.

3. A crossed Bank Draft in favour of the Registrar, IIT (BHU) for Rs. (Rupees.....only) as Earnest Money is enclosed. The Draft is drawn onBank payable at Varanasi

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

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

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

(c) Income Tax clearance certificate.

(d) Copy of last audited balance sheet.

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

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

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

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

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

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

6. Certified that the bidder is: A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of the sole proprietor,

Or

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

Or

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

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

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

Yours faithfully,
(Signature of bidder)

Dated this day of _____

Address:.....

.....

.....

Telephone:_____

FAX_____

E-mail_____

Company seal

Tender Form

(Priced Bid)

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

To
The _____

Ref: Tender No

Dated :

Sir,

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

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

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

The prices quoted are inclusive of all charges net CIF N. Delhi or F.O.R IIT (BHU), Varanasi. We enclose herewith the complete Financial Bid as required by you. This includes:
Price Schedule as per schedule of requirement.
Statement of deviations from financial terms and conditions.

We agree to abide by our offer for a period of 90 days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time.
We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to supply as per these terms and conditions. The Financial Deviations are only those mentioned in the statement of deviations from financial terms and conditions.

Certified that the bidder is:

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

Or

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

Or

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

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

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

Dated this day of _____

Signature of Bidder

Details of enclosures

Full Address:

Telephone No.:

Fax No.

E-mail:

COMPANY SEAL

Checklist for Bid/Tender Submission

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

Pre-qualification Bid

- | | |
|--|----------|
| 1. Was the bid document issued to you? | Yes / No |
| 2. Have you attached the techno commercial un-priced bid form duly filled in appropriately? | Yes / No |
| 3. Have you attached a copy of a compliance list against the technical Specification (for each point) ? | Yes / No |
| 3. Have you attached a copy of the last audited balance sheet of your firm | Yes / No |
| 4. Have you attached the details of the income tax clearance certificate, proof of manufacturing unit/ dealership letter/general order suppliers and copy of Central/State sales tax registration certificate. | Yes / No |
| 5. Have you attached the copies of relevant work orders from Govt. Deptt. /PSUs and Central Autonomous Bodies. | Yes / No |
| 6. EMD: Have you submitted EMD asked for- | Yes / No |
| 7. Have you submitted samples of all items indicated in the respective schedule of requirements. | Yes / No |
| 8. Have you enclosed the schedule of requirement indicating the make offered without indicating the pricing components along with the techno commercial un-priced bid. | Yes / No |
| 9. Have you submitted the bids both techno commercial un-priced and priced bid separately for each tender? | Yes / No |
| 10. Have you enclosed the statement of deviations from financial terms and conditions, if any? | Yes / No |
| 13. Have you enclosed compliance statement form? | Yes / No |

Priced Bid:

- | | |
|---|----------|
| 1. Have you signed and attached the priced bid form. | Yes / No |
| 2. Have you attached the schedule of requirements duly priced | Yes / No |
| 3. Have you attached the Declaration / integrity pact (as applicable) | Yes / No |

FORMAT OF BANK GUARANTEE FORM

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

DATE

BANK GUARANTEE NO:

Ref :.....

To
Indian Institute of Technology
(Banaras Hindu University)
Varanasi-221005

Dear Sirs,

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

- | | |
|--------|--------|
| 1..... | 2..... |
| 3..... | 4..... |

Agrees for the contract/supplies:

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

We, the Bank at..... having our Head office at (Local address) Guarantee and undertake to pay immediately on first demand by IIT (BHU) the amount of..... (in figure and words) without any reservation., protest, demur and recourse. Any such demand made by the Purchaser shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the purchaser.

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

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

WITNESS

(Signature).....

Name in (Block letters)

Designation

(Staff Code No.)

(Bank's common Seal)

Official address:

Attorney as per power of Attorney No.

Date:

DECLARATION

1. I, ----- Son /Daughter of Shri -----
----- Proprietor/Partner/CEO/MD/Director/ Authorized

Signatory of M/s. ----- am competent to sign this declaration and execute this tender document.

- 2. I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.
- 3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief.
- 4. I/ we/ am are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
- 5. Each page of the tender document and papers submitted by my Company is authenticated, sealed and signed, and I take full responsibility for the entire documents submitted.

----- Signature of the Authorized Person

Date: -----

Place: -----

Full Name: -----

Company Seal: -----

Instrument Specification:

TENDER FOR
TECHNICAL COMPLIANCE STATEMENT
(To be submitted by bidder duly filled)

S.No.	Main Item	Specification	Whether the instrument complies with the required specification (Yes / No / Better)	If no or better specification, then provide your comment accordingly
1.		<i>Specification – 1</i>		
2.		<i>Specification – 2</i>		
3.		<i>Specification – 3</i>		
4.		<i>Specification – 4</i>		
5.		<i>Specification – 5</i>		
6.	Services	<i>Installation, Commissioning etc.</i>		
7.	Warranty			
8.	A.M.C. (if required)	<i>After completion of warranty period</i>		
	Optional Item	Specification		
1.		<i>Specification – 1</i>		
2.		<i>Specification – 2</i>		
3.		<i>Specification – 3</i>		
4.	Services	<i>Installation, Commissioning etc.</i>		
5.	Warranty			
6.	A.M.C. (if required)	<i>After completion of warranty period</i>		

The above compliance statement form is only indicative and can be modified according to requirements of the indenter.

Date :

Signature of the Authorised Official with Seal

**INDIAN INSTITUTE OF TECHNOLOGY (BHU)
VARANASI**

EVALUATION REPORT

DEPARTMENT _____

Major Budget head _____

Minor Budget head _____

Sanctioned Amount _____

Approximate value _____

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

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

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

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

RECOMMENDATION

Signature of Members