

**VISVA-BHARATI PURCHASE
AND
CONTRACT MANUAL**

December 2014



Visva-Bharati
Santiniketan

PREFACE

As a Central University and an Institution of national importance, it is imperative for Visva-Bharati to have Manual on Policies and Procedures for procurement of Goods and Services and execution of Works Contracts in conformity with the fundamental principles of transparency, fairness, competition, economy, effectiveness and accountability.

General Purchase Procedure for Goods and Services of the University was last amended in November 2005. Subsequently, there have been considerable amendments in GFR provisions and CVC guidelines in regard to procurement principles/process/procedure of Govt. Organizations. Scope, content and coverage of the manual have been thoroughly modified and expanded. A separate chapter on handling of Tenders, Contracts and allied matters has been included in the present Manual. Present Purchase and Contract Manual has been framed in consonance with the applicable directives contained in the General Financial Rules 2005 as amended from time to time, CVC circulars/guidelines on purchase/works contracts issued till June 2014 and also keeping in view the special circumstances and requirements of Visva-Bharati.

Every care has been taken to make the manual as comprehensive as possible and also user-friendly by putting the contents of the manual in a logical sequence. A checklist for procurement process has also been appended to the Manual for easy comprehension and application of the basic rules and procedure involved in the procurement process. The Manual is an attempt to assist the procuring authorities in avoiding scope for subjectivity and improving objectivity, uniformity and transparency in decision making.

Any error/omission noticed may be brought to the notice of the Internal Audit Office for necessary correction/inclusion as the case may be.

Santiniketan
23rd December, 2014

Internal Audit Officer

Visva-Bharati Purchase and Contract Manual

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Visva-Bharati Purchase and Contract Manual

PART - I

Procurement of Goods and Services

1.0 INTRODUCTION

- 1.1 The cardinal principle of any public buying is to procure the materials/services of the specified quantity at the most competitive prices and in a fair, just and transparent manner. To achieve this end, it is imperative to have uniform and well-documented policy guidelines in the organization for handling Tenders, Contracts and allied matters in a systematic and transparent manner.

This manual to be known as ‘**Visva-Bharati Purchase and Contract Manual**’ has been framed generally on the lines prescribed by Government of India (GOI) and also keeping in view the special circumstances and requirements of Visva-Bharati, a University of national importance. The objective of this manual is to assist all the procuring and contracting authorities in Visva-Bharati to have a systematic and uniform approach in decision-making and streamline the overall procurement and contract execution process.

This manual has been divided into two parts. **Part – I** of the manual enumerates fundamental principles of public buying and basic rules to be followed by Visva-Bharati for procurement of goods and services whereas **Part – II** deals with handling of Tenders, Contracts and allied matters.

- 1.2 Amendments, modifications and clarifications of this Purchase and Contract Manual should be made with the approval of the Vice-Chancellor.
- 1.3 In the matter of any interpretation or disputes regarding any clause/provision of this Manual, the decision of the Vice-Chancellor shall be final and binding.
- 1.4 This manual will supersede earlier guidelines on procurement of goods and services and awarding of contracts.
- 1.5 Any aspect which is not covered in this manual will be governed by GFR/GOI/CVC guidelines as modified or amended from time to time

2.0 FUNDAMENTAL PRINCIPLES OF PUBLIC BUYING

- 2.1 Purchase Policy and procedures to be followed by Visva-Bharati are to be in line with the fundamental principles of public buying highlighted in GPR-137, 160 and 161. Accordingly, each procuring authority in Visva-Bharati should ensure, inter-alia, the following:
- to bring efficiency, economy, transparency and accountability in matters relating to procurement and also to secure best value for money.
 - fair and equitable treatment of suppliers/contractors and promotion of competition in procurement.

2.2 Thus, purchase procedure to be followed for procurement of goods must conform to the undernoted yardsticks:

- a. the specifications in terms of quality, type etc., as also quantity of goods to be procured, should be clearly spelt out keeping in view the specific needs of the procuring department/Bhavana. The specifications so worked out should meet the basic needs of the end-users without inclusion of 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;
- b. offers should be invited following a fair, transparent and reasonable procedure;
- c. the procuring authority should be satisfied that the selected offer adequately meets the requirement in all respects;
- d. the procuring authority should satisfy itself that the price of the selected offer is reasonable and consistent with the quality required;
- e. at each stage of procurement the concerned procuring authority must place on record in precise terms, the considerations which weighed with it while taking procurement decision.

3.0 PROCUREMENT OF GOODS

3.1 Purchase of goods without obtaining any quotation

Goods can be purchased without obtaining any quotation in case of the following:

a. Purchase of goods up to the value of ₹ 15,000/-

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

“ I..... , am personally satisfied that these goods purchased are of the requisite quality and specification and have been purchased from a reliable supplier at a reasonable price.” (GFR-145)

b. Purchase of goods by purchase committee

Purchase of goods costing above ₹ 15,000/- (Rupees fifteen thousand) only and up to ₹ 1,00,000/- (Rupees one lakh) only on each occasion may be made on the recommendations of a duly constituted Departmental Purchase Committee consisting of three members of an appropriate level as decided by the Head of the Department/Bhavana. The committee will survey the market to ascertain the reasonableness of rate, quality and specifications and identify the appropriate supplier. Before recommending placement of the purchase order, the members of the committee will jointly record a certificate as under: *“Certified that we....., members of the purchase committee are jointly and individually satisfied that the goods recommended for purchase are of the requisite specification and quality, priced at the prevailing marked rate and the supplier recommended is reliable and competent to supply the goods in question.” (GFR-146)*

c. Purchase of goods directly under DGS&D rate contract

Visva-Bharati can directly procure Central Purchase Organization (e.g. DGS&D) rate contracted goods from suppliers. The prices to be paid for such goods shall not exceed those stipulated in the rate contract and the other salient terms and conditions of the purchase should be in line with those specified in the rate contract. Visva-Bharati should maximize procurement of goods under such rate contracts to the extent possible. Visva-Bharati shall make its own arrangement for inspection and testing of such goods where required [GFR-147 (1)].

3.2 Purchase of goods by obtaining bids

Except in cases covered under GFR-145, 146 and 147 (1) as stated above, all procuring authorities in Visva-Bharati shall procure goods by following the standard method of obtaining bids in:

- a. Single Tender Enquiry
- b. Limited Tender Enquiry
- c. Advertised Tender Enquiry

3.2.1 Single Tender Enquiry

- The single tender system may be adopted in case of purchase of articles which are specifically certified as of proprietary nature by the indenting department or when it is certified by the indenting department that a particular brand item is required to be purchased in the interest of Visva-Bharati only in unavoidable situations. Purchase through Single Tender Enquiry under **GFR-154** may be adopted when:
 - i. it is in the knowledge of the user department that only a particular firm is the manufacturer of the required goods. The reason for arriving to this conclusion is to be recorded and approval of the competent authority obtained.
 - ii. in case of emergency, the required goods are necessarily to be purchased from a particular source subject to the reason for such decision being recorded and approval of competent authority obtained.
 - iii. for standardization of machinery or components or spare parts to be compatible to the existing sets of machinery/equipment (on the advice of a competent technical expert and approved by the competent authority), the required goods are to be purchased only from a selected firm.

Proprietary Article Certificate in the following form is to be provided by the indenting department with countersignature of the Head of the Department/ Bhavana before procuring the goods from a single source under the provision of Sub-Rule-154(i) and 154 (iii) as applicable.

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

(Signature with date and designation of the
Procuring Officer)

- Further, as per CVC Circular No.18/12/12 dt.11/12/2012 read with CVC Order No.23/7/07 dt.05/07/2007 single source procurement (awarding of contract on nomination basis) can also be made in rare and exceptional cases like:
 - >• During national calamities and emergencies declared by the Government,
 - >• When the supplier or contractor has exclusive rights in respect of the goods or services and no reasonable alternative or substitute exists.
- **Details of all tenders awarded on nomination basis are to be posted on website in public domain along with brief reasons for doing so.**

3.2.2 Limited Tender Enquiry

This system may ordinarily be adopted when estimated value of goods to be procured is up to ₹ 25 lakh (Rupees Twenty five lakh). The limited tender enquiries will be issued to those firms whose names appear in approved vendors which should not be less than six. Past performance of successful suppliers should be one of the variables to be considered at the time of short listing of firms for limited tender enquiry. The tender enquiries should be hosted on the Visva-Bharati website for wider participation. At least three numbers of quotations/offers must be received in normal conditions. In case number of offers received is less than the three, the same may be considered subject to approval by the competent authority and only in unavoidable circumstances. Detailed reasons for such decision to be recorded. The university will normally consider and recommend only the lowest offer unless he disqualifies. For negotiation, if any, CVC Guidelines are to be followed (**refer to clause 13.2**).

3.2.3 Advertised Tender Enquiry (Open Tender)

The open tender system, that is, invitation to tender by public advertisement should be used as a general rule for procurement of goods of estimated value of ₹ 25 Lakh and above. Advertisement in such case should be given in at least in one national daily having wide circulation. Simultaneously the tender enquiries are to be posted on the Visva-Bharati website also. Publishing of the advertisement in the Indian Trade Journal (ITJ) may also be considered.

Exception:

Even when the estimated value of purchase is more than ₹ 25 lakh, limited tender system may be adopted instead of the open tender system in the following circumstances:

- when sufficient reasons exist to indicate that it is not in public interest to call for tenders by advertisements. In such cases, the reasons must be recorded by the indenting Department/Bhavana and approved by the competent authority.
- when the indenting Department/Bhavana certifies that the sources of supply of the required item are known and possibility of fresh source(s) beyond those being tapped is remote.

4.0 PURCHASE OF GOODS THROUGH RATE CONTRATCS

4.1 Based on requirements identified in respect of stores and materials for which there is regular and recurring demand (e.g. stationary) from various departments of Visva-Bharati, the prices of which are not subject to appreciable fluctuation, Annual Rate Contracts based on public tender may be entered into.

4.2 **Some special conditions of rate contract compared to ad-hoc contracts are given below:**

- In the Schedule of Requirement, no quantity is mentioned; only the anticipated drawal may be mentioned without any commitment.
- Visva-Bharati reserves the right to conclude more than one rate contract for the same item.
- In case of emergency, Visva-Bharati may purchase the same item through ad-hoc contract with a new vendor.
- Supply order may be placed up to the last day of the validity of the rate contract.
- The rate contract will be guided by **Fall Clause (refer to appendix – I)**.

5.0 BUY- BACK OFFER

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

6.0 PURCHASE POLICY FOR BOOKS AND PERIODICALS

6.1 Selection of Books

- a. On the recommendation of the Departmental Heads, the University Librarian/In-Charge of the sectional libraries will prepare the list of books to be procured.
- b. Books of General interest: the University Librarian will prepare the list.
- c. E-documents will be selected by the University Librarian/Adhyakshas/HOD's.

6.2 Purchase of Books

a) Revenue Budget

All order for E-Books, E-Journals, E-Databases and print Journals both for Central and Sectional Libraries should be placed directly by the University Librarian. All order for Books for Central Library should also be placed directly by the University Librarian. Order for books, journals and E-Books of the P.S.V., P.S.B., Vinaya Bhavana, Siksha Satra and Rabindra Bhavana Libraries should be placed by the Adhyaksha/HODs respectively.

b) Book Grants from UGC

Books ordered by Adhyaksha/HODs of P.S.V., P.S.B., Vinaya Bhavana, Cheena Bhavana, Hindi Bhavana, Kala Bhavana, Sangeet Bhavana, Patha Bhavana, Siksha Satra and Rbindra Bhavana, as per fund allocated by the Library Committee will come directly to the Adhyaksha/HODs for accession in their Sectional Libraries.

c) Book Grants from Other Funding Agencies

Order process for books out of other Funding Agencies or Projects viz., NBHM, SAP, DAE, ICAR, etc. would be the same as per **clause 6.2 (a)** above and those books will come directly to Adhyaksha/HODs for accession in their Sectional Libraries.

For the books to be acquired through exchange and gifts, the University Librarian will act according to the instructions of the Upacharya/Chairman, Library Committee.

6.3 Purchase Rules of Books and Journals of Visva-Bharati Library

- 6.3.1 Since books periodicals etc are not store items, it may not be feasible to obtain quotations as the rates are per-determined by the publishers. Hence, the purchase procedure to be followed will be generally as per the latest Good Offices Committee (GOC) guidelines and circulars.

The prices of published materials, if not printed, will be confirmed from bibliographic and on-line tools. If no price proof is available, the prices fixed by Library Committee will be accepted as final. Experts from other organizations/institutions can be invited for evaluation of any print item on recommendation of the committee.

6.3.2 Books

- All books in English, Bengali Hindi and other regional languages, whether of Indian/Foreign origin will generally carry a minimum discount of 10% of the published prices. However, wherever possible higher discount may be availed. Foreign prices are to be converted into Rupee prices in case of imported prices titles as per latest Good Offices Committee (GOC) circular.
- In case of Central, State Govt. and Society publications generally there will be no discount.

6.3.3 Journals

- i. Conversion rates as per latest GOC circular.
- ii. Supplementary bills shall not be raised if the bills are paid within 60 days, except when subscription rate is changed by the publisher and the supplier pays revised increased rate.
- iii. Price proof should be accompanied with all journals bills including supplementary bills.
- iv. The vendor should be the subscription agent as approved by the GOC.
- v. Advance payment will be made against journals bill by deducting 10% of total subscription for preceding year's journals by 31st December of current calendar year.
- vi. Deducted 10% subscription amount of total advance that was not paid to vendors, temporarily will be deposited as security/guarantee money to the University F.D.R./N.S.C./Bank Guarantee is also acceptable.
- vii. No Security deposit is required when journals are to be subscribed/renewed directly from the publishers.
- viii. The security/guarantee money will be released on or before 31st March of next financial year, after calculating the pro-rata amount of non-supply issues, if any.

7.0 PURCHASES UNDER PROJECTS

If the purchase is made wholly from the funds provided by the sponsorers, and the sponsorer does not specify any procedure, Visva-Bharati procedures will apply and the purchase would be made as per Delegation of powers.

8.0 PURCHASE OF MEDICINES

- Visva-Bharati should maximize purchase of medicines through Rate Contracts entered into by DGS&D and Director General of Health and Services (DGH&S).

- Medicines in respect of which DGS&D/DGH&S rates are not available nor are there any Government/Public Sector Enterprise manufacturing such medicines, rate contracts should be entered into with the manufactures and/or their authorized distributors depending on the marketing policy of the manufacturers.
- Latest directives in regard to preferential purchase policy etc. issued by Department of Chemicals and Petrochemical, Govt. of India should be considered and the same should invariably be part of NIT.

9.0 IMPORTS

9.1 Generally the procedure outlined in the various relevant sections of this manual shall be followed for procurement of items through import. However, the followings are especially applicable to imports.

- The procuring authority in Visva-Bharati shall ensure that the item proposed to be imported does not fall under the restricted/negative/banned category.
- When it is contemplated to obtain bids from abroad, the minimum period of submission of bids should be four weeks.
- Imports should normally be made directly from the foreign principles. In the event a purchase is made through an Indian agent of the foreign company proof that the Indian agent is an authorized Agent of the foreign company must be part of the documents pertaining to the purchase. Any agency commission which may be payable to the Indian agent can be paid only in Indian rupees (unless there is a change in Government of India rules which allows payment in foreign currency).
- Copy of the agency agreement with the foreign principal and the precise relationship between them and their mutual interest in the business is to be ascertained.
- Nature of after sales service to be rendered by the Indian Agent needs to be clearly specified.
- Wherever required procuring authorities of the University shall avail the services of clearing/consolidation agents for foreign consignments arriving by air/sea, such clearing agents shall be hired (on specific contract with the University) on term basis or single consignment basis whichever may be advantageous to the University. The department concerned should initiate necessary steps to ensure clearance of consignment from appropriate authority and arrange way bills etc. for transportation in time to avoid any demurrage whatsoever.
- Generally all import contracts are concluded on FOB/FAS basis. In case of air-consignment, air-lifting of imported goods from abroad will be done through National Carrier i.e., Air India. However, before processing/ finalization of any case, the contemporary Government instructions in this regard are to be checked and complied.
- Where delivery of imported goods is required by Visva-Bharati on CIF/CIP basis, the supplier shall arrange and pay for marine/air insurance making the purchaser as the beneficiary. Where delivery is on FOB/FAS basis marine/air-insurance shall be the responsibility of the purchaser.
- The supplier shall not arrange part- shipment without the express/prior written consent of Visva-Bharati.

9.2 Dispatch Documents

Immediately after dispatch, the supplier shall notify the purchaser, consignee, etc. the complete details of dispatch and also supply following documents by air mail/courier (or as instructed in the contract):

- a. Supplier's Invoice giving full details of the goods including quantity value, etc;
- b. Packing list;
- c. Certificate of country of origin;
- d. Manufacturer's guarantee and Inspection certificate;
- e. Inspection certificate issued by the Purchaser's Inspector;
- f. Insurance Certificate;
- g. Name of the Vessel/Carrier;
- h. Bill of Lading/Airway Bill;
- i. Port of Loading;
- j. Date of Shipment;
- k. Port of Discharge & expected date of arrival of goods and
- l. Any other document(s) as and if required in terms of the contract.

9.3 Currency

The tender documents are to specify the currency (currencies) in which the tenders are to be priced. As a general rule, domestic tenderers are to quote and accept their payment in Indian currency; Indian agents of foreign suppliers are to receive their agency commission in Indian currency; costs of imported goods, which are directly imported against the contract, may be quoted in foreign currency (currencies) and paid accordingly in that currency; and the portion of the allied work and services, which are to be undertaken in India (like installation & commissioning of equipment) are to be quoted and paid in Indian currency.

9.4 Customs Duty

In respect of imported goods, the tenderers shall also specify separately the total amount of customs duty included in the quoted price. The tenderers should also indicate correctly the rate of customs duty applicable for the goods in question and the corresponding Indian Customs Tariff Number. Where customs duty is payable, the contract should clearly stipulate the quantum of duty payable etc. in unambiguous terms. The standard clauses to be utilized for this purpose are to be incorporated in the tender enquiry documents.

The government has allowed exemption from payment of customs duty in respect of certain types of goods for use by the following organizations;

- a. Scientific and technical instruments imported by Research Institutes.
- b. Hospital equipment imported by Government Hospitals.
- c. Consumable goods imported by a public funded Research Institution or a University.

However, to avail of such exemptions, the organizations are required to produce "*Customs Duty Exemption*" certificate and "*Not Manufactured in India*" certificate at the appropriate time.

The relevant contemporary instructions covering these aspects should be incorporated in the tender enquiry document and in the resultant contract.

9.5 Terms of Payment

Cases where Installation, Erection and Commissioning (if applicable) are not the responsibility of the Supplier- 100% net FOB/FAS Price is to be paid against invoice, shipping documents, inspection certificate (where applicable), manufacturers' test certificate, etc.

Cases where Installation, Erection and commissioning are the responsibility of the Supplier- 80% - 90% net FOB/FAS price will be paid against invoice, inspection certificate (where applicable), shipping documents etc. and balance within 21 – 30 days of successful installation and commissioning at the consignee's premises and acceptance by the consignee.

Payment of Agency Commission against FOB/FAS Contract- Entire 100% agency commission is generally paid after all other payments have been made to the supplier in terms of the contract.

10.0 HIRING OF EVENT MANAGERS FOR HOLDING EXHIBITION/MELAS AND OTHER EVENTS

For the selection and engagement of Event Managers, the following procedure may be adopted.

A list of Event Managers/Event Management firms will be prepared by the concerned Department(s) taking into account the requirements and the capacity as well as past experience of similar nature, reputation and track record, etc. of the Event Managers/Event Management firms. The short list of empanelled Event Managers will be prepared by the authorized committee with the approval of the competent authority. Tender enquiries will be made from amongst these empanelled (pre-qualified) Event Managers, number of which generally should not be less than six and the final selection will be made with the approval of the competent authority.

11.0 ANNUAL MAINTENANCE CONTRACT/SERVICE CONTRACT

11.1 Depending on the cost and nature of items procured it may be necessary to enter into annual maintenance contracts (AMC) especially for sophisticated and costly equipment and machinery like EPBAX Telephone System, Fax Machines, Photocopiers, Air-conditioners, Coolers, Computers, Printers, UPS, CVT, Office Equipment etc. The following procedure is to be followed while entering into annual maintenance contract:

- At least three months prior to the expiry of warranty period/existing AMC the concerned user department will inform the Purchasing/Engineering Department of the need to renew or enter into AMC. The concerned department depending on the estimated value of the AMC, should follow the standard procedure for awarding the contract.
- In order to ascertain the competitive rates, sealed quotations are to be obtained from all the empanelled competent firms including OEMs and their authorized service providers. Necessary estimate may be made based on previous experience or 10% to 15% of the value of the item may be treated as the value of AMC. As far as possible, the University will give preference to the manufacturer of the product, if the quoted charges are not higher than 15% compared to the rates offered by others. The concerned Tender Committee will give its recommendations in this regard.
- Before finalization of AMC party's performance, clients list, performance certificates, company's profile etc. should also be evaluated. On the basis of performance report and company's profile and lowest rates, the annual maintenance contract should be awarded for one year. The concerned HOD will certify and give specific comments on performance of the contractor during AMC period for the extension/renewal of the contract with the same Contractor.

- Sometimes, the maintenance contractor may have to take the goods or some components of the goods to its factory for repair etc. On such occasions, prior to handing over the goods/components, suitable bank guarantee is to be obtained from the firm to safeguard interest of Visva-Bharati.
- The terms of payment for the maintenance service will depend on the nature of the goods to be maintained as well as nature of the services desired. Generally, payment for maintenance is made on half –yearly or quarterly basis.

11.2 Renewal of Annual Maintenance Contract/Service Contract

AMC is generally valid for one year from the date of awarding the contract. However, renewal of contract on annual basis may be considered by the competent authority at the same rates based on the satisfactory performance of the contractor. Such renewal can be done usually for a period of three years including first year of contract. However, provision for renewal of AMC for further period is to be incorporated in the terms and conditions of the tender/agreement.

12.0 OUTSOURCING OF SERVICES FOR CLEANING, HORTICULTURE, HOUSEKEEPING, SECURITY, CANTEEN, CAR HIRING ETC.

12.1 Three months prior to the expiry of contract period, the user department will inform the concerned department for floating of enquiry among the reputed service providers as under:

- For estimated value of the work or service up to Rupees Ten lakh or less, Limited Tender Enquiry may be issued to the identified capable contractors whose number should not be less than six.
- **For estimated value of the work or service above Rupees ten lakh, Advertised Tender Enquiry is to be issued in at least one popular largely circulated national newspaper and Visva-Bharati website.**

Before finalization, party's performance, Clients' list, performance certificate, profile of the firm etc. should be evaluated properly. On the basis of performance report and the lowest rates, the service contract may be issued for one year. Subsequent renewal/extension may be granted for a maximum period of three years (including initial year) subject to satisfactory performance to be certified by the user department. However, provision for extension/renewal of the service contract for further period should be included in the terms and conditions of tender/agreement.

12.2 It is to be ensured that the service provider to whom the work has been awarded complies with all the statutory requirements as prescribed under labour and other laws such as ESIC Act, PF Act, Workmen Compensation Act etc.

13.0 PRICE/PURCHASE PREFERENCE, POST TENDER NEGOTIATIONS AND PENALTY CLAUSES

13.1 Purchase Preference Policy for products and services of Central Public Sector Enterprises (CPSEs) was terminated w.e.f. 31.08.2008 vide DPE OM No. DPE/13(15)/2007-Fin dt.21.11.2007. However, SSI units registered with National Small Industries Corporation (NSIC) under its single point registration scheme are entitled to the following benefits vide letter No.F.No.22(I)/2003/EP&M dt.29.07.2003 issued by Ministry of Micro, Small & Medium Enterprises (MSME):

- Issue of tender sets free of cost;
- Exemption from payment of Earnest Money;
- Waiver of Security Deposit up to the Monetary limit for which the unit is registered; and
- Price Preference up to 15% over the quotation of large-scale units.

In addition to above, 358 items have also been reserved for exclusive purchase from SSI Sector. Further, the mandatory eligibility clause of minimum turnover should not be imposed for SSI units in the tenders for the procurement of the materials.

However, before considering any such price/purchase preference, procuring authority should check the latest directives in this regard. Such provision shall invariably be part of the NIT.

13.2 Post Tender Negotiations

As post tender negotiations could often be a source of corruption, CVC vide its circular No.4/3/07 dated 03.03.2007 has directed that there should be no post-tender negotiations even with L-1 bidder except in certain exceptional situations as listed below:

- Procurement of proprietary items;
- Procurement of items with limited sources of supply;
- Procurement of items where there is suspicion of a cartel formation; and
- In cases where a decision is taken to go for re-tendering due to the unreasonableness of the quoted rates but the requirements are urgent and a re-tender for the entire requirement would delay the availability of the item, thus jeopardizing the essential operations, maintenance and safety, negotiations would be permitted with L-1 bidder(s) for the supply of a bare minimum quantity. The balance quantity should, however, be procured expeditiously through re-tender following the normal tendering process. Prior to initiating negotiation with L-1, reasons should be recorded and documented and the negotiation should be organized in a transparent manner.

In case L-1 backs-out, there should be a re-tender.

13.3 Penalty Clauses

There should be a suitable provision in the terms & conditions of the contract for claiming liquidated damages of appropriate amount from the supplier/contractor to take care of delays in supplies and performance, for which the supplier/contractor 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.

14.0 TENDER FEE, EARNEST MONEY DEPOSIT AND PERFORMANCE SECURITY

14.1 Tender Fee

Price of tender document should take care of the preparation and delivering cost only. If it is too high, it will discourage the prospective bidders to purchase the document and participate in the bidding process. The tender fee is to be fixed on case to case basis but not exceeding `1000/- (Rupees one thousand) only. Tender Fee is to be deposited either in cash or through Account payee Demand Draft/Pay order in favour of Visva-Bharati.

14.2 Earnest Money Deposit

In case of advertised or limited tender enquiry, Earnest Money Deposit (EMD) also known as Bid Security is to be obtained from the bidders except those who are registered with Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or the concerned Ministry Department, to safeguard against a bidder's withdrawing/ altering its bid during the bid validity period. The bidders are required to furnish EMD along with their bids. Amount of EMD should ordinarily be between two per cent to five per cent of the estimated value of the goods to be purchased. Depending on the type of goods to be purchased, total value of purchase and urgency of requirement, the exact amount of EMD should be determined by the purchasing department and indicated in the bidding documents.

The EMD may be accepted in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or a Bank Guarantee in acceptable form from any of the commercial Banks, safeguarding the purchaser's interest in all respects. The EMD should remain valid for a period of 45 days beyond the final tender validity period.

14.2.1 Refund of EMD

EMD furnished by all unsuccessful bidders should be returned to them without any interest whatsoever, at the earliest after expiry of the final bid validity period but not later than 30 days after the award of the contract. EMD of the successful tenderer should be returned, without any interest whatsoever, after receipt of performance security from it as stipulated in the contract.

14.2.2 Forfeiture of EMD

EMD of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender. Further, if the successful tenderer fails to furnish the required performance security within the specified period, its EMD will be forfeited.

14.3 Performance Security

To ensure due performance of the contract, Performance Security is to be obtained from the successful bidder awarded the contract except those who are registered with NSIC. Performance Security should be for an amount of five to ten per cent 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 or Bank Guarantee from a Commercial bank in an acceptable form safeguarding the purchaser's interest in all respects. Performance Security is to be furnished within a specified date (generally 21 days after notification of the award) and it should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

14.3.1 Refund of Performance Security

Performance Security should be refunded to supplier without any interest, whatsoever, after it duly performs and completes the contract in all respects but not later than 60 days of completion of all such obligations under the contract.

14.3.2 Forfeiture of Performance Security

Performance security is to be forfeited and credited to Visva-Bharati in the event of a breach of contract by the supplier, in terms of the relevant contract.

14.4 Verification of the Bank Guarantees

Bank Guarantees submitted by the tenderers/suppliers as EMD/Performance Security need to be immediately verified from the issuing Bank before acceptance in written communication.

14.5 Safe Custody and Monitoring of EMDs, Performance Securities & other instruments

Suitable mechanism for safe custody etc and monitoring of EMDs and Performance Securities and other instruments should be evolved and implemented. Concerned Department shall also make arrangements for taking all necessary action in time for extension or encashment or refund of EMDs and Performance Securities, as the case may be. Monitoring should also include a monthly review of all Bank Guarantees and other instruments expiring after 3 months, along with a review of the progress of the corresponding contracts. Extension of Bank Guarantees and other instruments, where warranted should be sought immediately and implemented within their validity period.

15.0 ADVANCE PAYMENT TO SUPPLIER/CONTRACTOR

15.1 Ordinarily, Payments for supplies made or services rendered should be released to the vendor/service provider only after the supplies have been made or services have been rendered. However, it may become necessary to make advance payments in the following types of cases:

- Advance Payment demanded by firms holding maintenance contracts for servicing of air-conditioners, computers, other costly equipment etc.
- Advance payment demanded by firms against fabrication contracts, turn-key contracts etc.

Such advance payments should not exceed the following limits:

- Thirty per cent of the contract value to private firms:
- Forty per cent of the contract value to a State or Central Government agency or a Public Sector Undertaking (PSU).
- In case of maintenance contract, the amount should not exceed the amount payable for six months under the contract.

15.2 In exceptional cases, concerned department may in consultation with the Finance Section, relax the ceilings mentioned above. However, while making any such advance payment, adequate safeguards in the form of bank guarantee etc. should be obtained from the supplier/contractor. Further, such advance payments should generally be interest bearing, suitable percentages for which are to be decided on case to case basis.

15.3 In case of grant of Mobilization Advance, the Bank Guarantee etc. taken towards security of 'Mobilization Advance' should be at least 110% of the advance so as to enable recovery of not only principal amount but also the interest portion, if so required vide CVC Circular No.02/02/11 dt.17/02/2011.

16.0 REPEAT ORDER

- Repeat Orders are those orders, which are placed on the parties at the same terms and conditions of the previous order. Repeat Orders should not be adopted under normal conditions. Repeat orders can be considered, only if there is no significant (more than 10%) downward movement of the prices. Repeat Orders may be placed within three to four months of placement of original order and only if the original order has been placed through competitive tendering.

- **However, the total value under Repeat Order should not exceed 100% of the original order value. Further, no repeat-order can be placed if buy-back is involved in the purchase.**
- **Subject to above, repeat order can only be approved by the authority, who had approved the original order.**

17.0 PRE-AUDIT

- **All cases of procurement, service contracts, works contracts etc with estimated value of Rupees five lakh and above must be produced to Internal Audit Office for vetting prior to finalization of purchase orders, work orders, contracts etc. as the case may be.**
- **Purchase/Tender Committee will not include any official from Internal Audit Office.**
- **Purchase/contract proposals must be processed well in advance to avoid placing of orders on urgent/emergent basis bypassing the normal procurement/contract procedure including vetting by Internal Audit.**

PART - II

Visva-Bharati Purchase and Contract Manual

Part – II

Handling of Tenders, Contracts and allied matters

18.0 GENERAL PRINCIPLES FOR CONTRACT

Visva-Bharati will, inter-alia, follow the following principles in regard to entering into contract for procurement of goods and services and works contracts:

- 18.1 Visva-Bharati may, at its discretion, make purchases of value up to Rupees one lakh by issuing purchase orders containing basic terms and conditions.
- 18.2 In respect of Works Contracts, or Contracts for purchases valued between Rupees one lakh to Rupees ten lakh, where tender documents include the General Conditions of Contract (GCC), Special Conditions of Contract (SCC) and scope of work, the letter of acceptance will result in a binding contract.
- 18.3 In respect of contracts for works with estimated value of Rupees ten lakh or above or for purchase above Rupees ten lakh, a Contract document should be executed, with all necessary clauses to make it a self-contained contract. If however, these are preceded by Invitation to Tender, accompanied by GCC and SCC, with full details of scope and specifications, a simple one page contract can be entered into by attaching copies of the GCC and SCC, and details of scope and specifications, Offer of the Tenderer and Letter of Acceptance.
- 18.4 **Contract document should be invariably executed in cases of turnkey works or agreements for maintenance of equipment, provision of services, etc.**
- 18.5 No work of any kind should be commenced without proper execution of an agreement as stated above.
- 18.6 Contract document, where necessary, should be executed within 21 days of the issue of letter of acceptance. Non-fulfillment of this condition of executing a contract by the Contractor or Supplier would constitute sufficient ground for annulment of the award and forfeiture of Earnest Money Deposit.
- 18.7 **Cost plus contracts should ordinarily be avoided.** Where such contracts become unavoidable, full justification should be recorded before entering into the contract. Where supplies or special work covered by such cost plus contracts have to continue over a long duration, efforts should be made to convert future contracts on a firm price basis after allowing a reasonable period to the suppliers/contractors to stabilize their production/execution methods and processes.
- 18.8 **Lump sum contracts should not be entered into except in cases of absolute necessity.** Where lump sum contracts become unavoidable, full justification should be recorded. The contracting authority should ensure that conditions in the lump sum contract adequately safeguard and protect the interests of Visva-Bharati.

19.0 ADMINISTRATIVE APPROVAL

- 19.1 No work, except for emergent ones shall normally commence or liability thereon committed until and unless administrative approval and award of work have been approved in conformity with the DOP.
- 19.2 The proposal should be comprehensive based on detailed drawings, designs etc. In the absence of detailed drawings, a tentative estimate may be made on the basis of preliminary drawings. The proposal along with the estimate should contain the following information:
- Scope of work
 - Reference of Budget Provision (if any)
 - Justification of the work
 - Time of completion
 - Preliminary drawing (if any)
 - Mode of execution
 - Basis of estimate
- 19.3 A proposal for administrative approval for works either capital or maintenance is to be prepared along with justification, a preliminary estimate or detailed estimate indicating estimated contract value. However where detailed estimate is not possible due to paucity of time or exigencies of work, to save time a preliminary estimate based on thumb rule, with a schematic/preliminary drawing along with the proposal may be submitted for consideration of the competent authority to appreciate the requirement and accord administrative approval. In case of maintenance/repair work where the quantities cannot be anticipated reasonably and when the extent of damage is not known, the basis of quantity of estimation may be furnished along with the proposal. But before price bid opening a detailed estimate should be in place for comparison with price bids.
- 19.4 In case of works required for other departments than execution department the necessary proposal and justifications from the requisitioning department shall also be enclosed to the proposal for administrative approval.
- 19.5 The administrative approval shall also contain the mode of tendering like Limited Tender Enquiry (LTE) or Open Tender, whether two part or single bid tendering etc.
- 19.6 The requisitioning department shall be responsible for obtaining the administrative approval of the competent authority through Engineering Department.
- 19.7 Ex post facto approvals should not be a rule but an exception for works executed/ committed under unavoidable circumstances with intimation to the competent authority as per DOP.**

20.0 PREPARATION OF ESTIMATE

- 20.1 The Engineering department will prepare the cost estimate based on accepted scientific principles.
- All care should be taken to assess the quantities of item of work close to reality to the extent possible.
 - Based on CPWD/West Bengal PWD schedule of rates, current estimate can be arrived at by applying price index for the time elapsed between preparation of above schedule and application of the said schedule.
 - In case of petty works, detailed drawings, designs, calculations etc. are not necessary.

20.2 Wherever rates are not available in CPWD/West Bengal PWD schedule of rates the same may be prepared based on sum total of cost of material, labour and overheads/profits (limited to 15%) involved in the item based on local market condition.

20.3 Cost Index

The cost index shall be calculated as per the guidelines issued by the Department of Public Enterprises (DPE) as per the format prescribed by them.

20.4 Revised estimate/deviation statement

- It may be necessary during the course of execution that a change is made either in the method of execution of the work or the scope of the work may have been enlarged or new additions/alterations to the original contemplation are required to be implemented. In such an event, the original estimate shall be recast and revised estimates shall be prepared for approval of the competent authority.
- During the execution of the work when the executed value is about 80% of the contract value and it is apparent to the engineer-in charge that the contract amount is likely to be exceeded, the revised estimates shall be made and submitted for approval of the competent authority.
- The circumstances leading to the change in quantities need be mentioned in the revised estimate. The revised estimate must show the amount of the original estimate and the total of the sanction required in the revised estimate.
- When there is a likelihood of delay in making revised estimate, and it is clear that the originally sanctioned estimate is likely to exceed, a report should be prepared and submitted to the competent authority, well in advance before submission of revised estimate.
- Proper justifications of each item of addition and alteration are to be given with the revised estimates.

21.0 ENLISTMENT OF CONTRACTORS/VENDORS

21.1.1 Procuring/Execution authorities must have a comprehensive list of vendors/contractors to whom enquiries can be sent in case of LTEs. The concerned department shall call for applications from time to time through usual enquiry/advertisements/website etc. for enlistment of vendors/contractors for various categories of procurement and works. The list of approved vendors/contractors shall be reviewed periodically, preferably once a year and kept up to date.

21.1.2 Any addition to list of contractors at any time can be done by scrutinizing all the eligibility criteria.

21.1.3 If a contractor is enlisted with CPWD, MES, P & T, Railways or State Govt. PWDs, due recognition is to be given for that.

21.1.4 The concerned department may, with approval of the competent authority, remove the name of any contractor from the list, permanently or temporarily whose conduct and business dealings with Visva-Bharati do not conform to the minimum standards desirable.

21.2 The guiding principles that may be adopted for the enlistment of vendors/contractors are broadly enumerated in the following paragraphs:

21.2.1 Financial soundness

Assessment of financial soundness of vendors/contractors is an important factor to be considered before enlisting them. In support of their financial soundness, the party should be required to submit yearly appraisal from its Banker, audited Annual Accounts and other documentary evidences as applicable. Those who fail to submit any of the above documents without any justifiable reasons for non-submission thereof should not normally be considered for registration.

21.2.2 Technical competence

They should have satisfactorily executed similar work of value not less than 75% of the value of tender during last three years. Their capacity may be assessed by verification of certificates, testimonials regarding satisfactory completion/execution of such contracts from their principals.

21.2.3 Manpower

Certain jobs/service contracts depending on their magnitude may warrant employment of suitable, experienced and qualified technical personnel by contractors. In all such cases, before enlisting contractors, it may be desirable to see whether the contractors have on their rolls the required number of such technical personnel. In order to verify this, the contractors may be required to submit, with their application for enlistment, full details about their organization and list of key personnel.

21.2.4 Proforma

For the purpose of enlistment, the contractors/agencies/firm etc. may be required to furnish complete details required for enlistment. A standard proforma may be used for this purpose. All those desiring enlistment maybe allowed to apply only in such prescribed application forms.

21.3 Review of contractor's Performance

The performance of the vendors/contractors should be reviewed periodically depending upon the tenure of the contract and suitable remarks made in their profile. As a result of such review, weeding out of such vendors/contractors, who do not satisfy the performance requirements of Visva-Bharati will be activated. Here **weeding out** may mean either **removal** or **suspension of business** or **blacklisting** etc. of unsuitable agencies depending upon the extent and nature of unsatisfactory performance.

- 21.4** The bidders would be required to give a declaration that they have not been banned or delisted by any Government or quasi government agencies, PSUs or autonomous bodies. If the bidder does not give this declaration, the bid will be rejected as non-responsive. The application form for enlistment should contain a clause that, mere enlistment of an agency does not bestow the right for automatic inclusion in the bidder list of any particular tender.

22.0 TENDER/BID DOCUMENT

- The tender papers are very important documents on which, invitation of tender and subsequent agreement with the vendor/contractor are based. This forms an integral part of the contract and therefore it should be clear, specific and comprehensive.
- It should be ensured that the Tender document is complete in all respects and consists of the NIT, Instructions to Bidders, Scope of work, GCC, SCC, Technical specifications (if any), bill of quantities, drawings etc. as relevant for various category of procurement and works contracts.
- Measures to be adapted in the event of breach of contract by either party to the contract and method of settling dispute and termination of the contract shall also to be clearly incorporated in the tender document.
- Time of completion is the essence of any contract. The same must be clearly spelt out in the NIT. It must clearly provide penalties leviable on the contractor for non-fulfillment of contractual obligations within the stipulated time.
- The NIT has also to clearly show to whom, the tender is to be addressed. The place and time of receipt of tender also should be clearly mentioned in the NIT.
- For ensuring a fair competition all bidders shall be required to give a declaration giving the names of other firms/agencies/partnership firm/wholly owned or partly owned subsidiary etc., where they are having financial/professional stakes and also give a certificate, whether any, such firm/agency is participating in the subject tender. In case all the bids received against a tender are from such firms/agencies as stated above, approval from competent authority shall be taken as if the bids are from a single source.

23.0 SPECIAL CONDITIONS OF CONTRACT

- 23.1.1 The Special Conditions of Contract (SCC) for any tender is specific to that tender only. This cannot be common to all tenders. However, if similar tenders are invited at the same time many provisions of the SCC may be common. The SCC has to be formulated specifically as per the requirement of the work.
- 23.1.2 Sometimes there may be confusion about the priorities of the different provisions of the contract like GCC, SCC, BOQ, drawings and specifications. If conflicts between documents, comprising the contract arise, the following shall prevail in the order stipulated:
- a. Schedule of rates/Bill of Quantity
 - b. Technical specifications
 - c. Special Conditions of Contract
 - d. General Conditions of Contract
- 23.1.3 Between two issues of the same documents, the document revised or re-issued on a later date shall prevail.
- 23.1.4 All specifications, contract drawings and other documents shall be interpreted in conformity with the tender conditions of the contract as supplemented by and modified by the special conditions of the contract, if any
- 23.1.5 When a lump sum price for the work is stipulated in the award of work, the quantities stipulated in the schedule of items (if any) shall be disregarded, while preparing the agreement. The contractor shall perform all the work as envisaged in the agreement, including the specifications and contract drawings and the contractor shall be paid only amount of lump sum price in consideration thereof.

24.0 PUBLICATION OF TENDER

- 24.1 To the extent possible, tenders may be invited through Open Press Advertisement. However, looking at the nature of work and responses received in the past against press advertisements for different tenders, limited tendering method may be adapted to, from pre-qualified bidders. **Efforts should be made to have minimum 6 (six) numbers of pre-qualified bidders.** The tender notices are to be hosted in the Visva-Bharati website (www.visva-bharati.ac.in) also for the purpose of transparency and wide circulation.
- 24.2 The following time limits between the date of calling tenders (i.e. Notice Inviting Tender) and the date of opening tenders shall normally be observed to give adequate time to the bidders to study the tender document and visit the site wherever necessary etc. before submission of the tender:
- All tenders of value more than ₹ 50 lakh : 4 to 6 weeks
 - All tenders of value between ₹ 5 to ₹ 50 lakh : 3 to 4 weeks
 - All tenders of value up to ₹ 5 lakh : 3 weeks
- 24.3 Short tender notice can be called for petty works and urgent procurement where time limit for submission of tender can be restricted to 10 days with due approval of competent authority.

25.0 RECEIPT OF TENDERS AND THEIR ACCEPTANCE

- 25.1 The following procedure shall be followed in connection with the receipt and opening of tenders and their acceptance.
- While tender enquiries can be sent through Post/Fax/E-mail, the acceptable mode of receipt is through Post or deposit in the prescribed Tender Box only, except where enquiry has been issued to a single vendor in which fax mode is also acceptable. However, fax offers received in case of overseas vendors may be considered in exceptional cases.
 - Tenders issued and received are to be entered in the Tender Register chronologically specifying the date and time of receipt.
 - As far as possible the tenders are to be opened on the due date and time specified in the NIT. If the tenders are not opened on the due date and time specified, specific approval of the competent authority is to be taken, furnishing reasons for extending the date of opening. The extended date and time of opening of the tender should be communicated to all the bidders in case of limited tenders and through press/website in case of open tender sufficiently in advance before the extended date and time of opening.
 - in case of two part tendering the Techno-Commercial bid will be opened first and after Techno-Commercial evaluation the Price Bids of only technically qualified bidders will be opened. All the tenders received shall be serially numbered and signed in all pages by the Purchase Committee Members.
 - The authorized representatives of the bidders should be permitted to attend the bid opening.
 - Once the tender/offer has been opened, no alteration or modification to bids shall be allowed.
 - Officials opening the tenders should invariably put dated initial on corrections/additions in the essential parts of the tender documents and also date and initial on each page of the tender documents irrespective of the fact, whether they contain or do not contain any corrections or overwriting etc.
 - The officials concerned should see that the vendors/contractors quote the rates in words to avoid chance of tampering in any rates. When the contractors have omitted the quoted rates in figure or in words, the officials opening the tender on each page of the schedule would record such omissions.

25.2 Classification of Tender

25.2.1 Regular Tender

Tenders received on or before due date and time of tender submission will be treated as Regular Tenders.

25.2.2 Late Tenders

In case of advertised tender enquiry or limited tender enquiry late bids i.e., bids received after the specified date and time for receipt of bids, should not be considered.

25.2.3 Unsolicited Tenders:

Following tenders/offers will be called unsolicited tenders/offers.

- *Suo moto* revised tenders/offers submitted by bidders after opening of bids. This applies to both techno-commercial and price bids in case of two-part bidding.
- Un-called for tenders/offers submitted by bidders after negotiation.

All such tenders/offers shall not be considered.

25.3 Evaluation of Tender

25.3.1 Single Part Tender

In case of single part tender involving more than one bidder, no technical/commercial deviation which may have price impact shall be allowed. In the event of any bidder taking such deviation, their offer shall be liable for rejection. The evaluation should be done based on conditions given in the tender without asking for clarification, which may have price impact.

25.3.2 Two Part Tender

- Techno-commercial evaluation shall be done by the authorized committee.
- During evaluation, if any technical or commercial clarifications are required the same shall be obtained either through correspondence or discussions with tenderers. The proposal for acceptance of techno-commercial bids shall be recommended by the committee and approved by the competent authority before opening of price bids. Price bids of only techno-commercially acceptable parties will be opened.
- After opening of the price bids a comparative statement is to be prepared. The persons preparing/checking the comparative statement shall sign on the comparative statement as token of their having prepared/checked the comparative statement.

25.3.3 Revised Price Bids

Normally, parties are not allowed to revise price bids after opening of Technical Bid. However, revised price bids are acceptable in the following situations only in two-part tenders and that too before opening of the price bids:

- Validity of offer has expired.
- Revision in price by bidder to withdraw deviation to NIT specification/conditions during techno-commercial discussions.
- Post tender change in specifications/terms and conditions of NIT has been asked for during the validity period.

25.3.4 Scrutiny of tenders

All the tenders received shall be scrutinized by the authorized committee and the lowest offer shall be considered, if it is consistent with the specifications and requirements of the user department. In the event of selection of offer higher than the lowest, in deviation to CVC guidelines, specific reasons and justifications for rejecting each lower offer shall be placed on record and such recommendations are submitted for approval of the competent authority. During checking, if it is found that there are difference between the rates given by the contractor in words/figures or in the amount worked out by him, the following procedure are to be followed:

- When there is difference between the rates in figures and in words, the rates, which correspond to the amounts worked out by the contractor, shall be taken as correct.
- When the rate quoted by the tenderer in figures and words tally but the rate amount is incorrect, the rate quoted by the tenderer shall be taken as correct.

25.3.5 Composition of the tender committee

The tender committee for centralized purchases/works execution shall constitute of the members, comprising of representatives of user department(s), Purchasing Department/ Engineering Department and Finance Department, who shall evaluate the bids on the basis of set criteria. The criteria shall not be changed after the price bid is opened.

25.3.6 Functions of the Tender Committee

The function of the tender committee will be as follows:

- To scrutinize all the offers received against the tender.
- Scrutiny of tender will include complete technical and financial check on the basis of which the tender committee will recommend acceptance of the lowest acceptable tender.
- The tender committee should conduct the techno-commercial discussions, if necessary, with the tenderers provided their tenders are otherwise complete in all respect, and are in order and the required Earnest Money has been deposited. In case, as a result of such discussions, tenderers are required to revise their offers in respect of some or all the items of the work, a date should be fixed by which the revised offers are to be received from all the tenderers. Record note has to be prepared on the conclusion of discussion with each party, which should be signed by the representatives of Visva-Bharati as well as representatives of the tenderers.
- In line with CVC guideline, the lowest technically acceptable tender, will normally be accepted without negotiation. In cases where the lowest technically acceptable tender is rejected on any ground, the same shall be substantiated and recorded by the committee for consideration of the competent authority.
- Tender committee will examine, if it is necessary in any case, to deviate from the normal conditions of the NIT/contract and recommend the extent to which the relaxation can be agreed without affecting the principle of equal opportunity to all bidders.
- The revised offers/financial implications arising out of techno-commercial discussion should be opened on the date and time fixed for the same. On receipt of revised offer/financial implication a fresh comparative statement should be prepared and award of work recommended on the lowest bidder if all offers are technically acceptable and commercial terms and conditions are found to be in order by the tender committee.

25.4 Award of work

- On receipt of recommendations on Tender committee, the competent authority shall decide regarding the award of the work with concurrence of finance. It may be clearly stated in the bid that, Letter/Fax of Intent is an acceptance of offer and the tenderer should communicate the acceptance of the same within 10 days of issue of Letter/Fax of Intent, failing which it will be deemed to have been accepted by the tenderer.
- After it has been decided about the award of the tender, the purchasing department/Engineering Department shall issue a Letter of Intent/Fax of Intent and thereafter, the party in whose favour the work is awarded shall have to enter into an agreement in writing as required in terms of **para 18.0** of the manual. Top priority should be given to decide the award of the work after receipt of tenders preferably before expiry of validity period. The reasons for not being able to finalize the tender within the validity period should be clearly spelt out while seeking approval for extension of validity period from competent authority
- In respect of maintenance works where there are very large number of items and each item is likely to vary to a large extent either on positive or negative side the standard unit item rates are offered to the contractors without quantities who are asked to quote overall percentage discount/premium on the rates so offered and the L-1 tenderer is selected based on the highest discount offered and such contract is operated on unit item rate basis.
- In a case where the contractor is not prepared to do the work at the agreed rate or contracted rate, the work can be got done through any other agency at the risk and cost of original contractor after giving him due notice. The Engineering Department shall issue necessary notice in writing under registered letters and give sufficient chance to the contractor before taking recourse to risk and cost. All legal/contract formalities should be followed in consultation with the legal cell/officer.

25.5 Tolerance Clause

To take care of any change in the requirement during the period starting from issue of tender enquiry till placement of the contract, a plus/minus tolerance clause is incorporated in the tender document, reserving purchaser's right to increase or decrease the quantity of the required goods up to that limit without any change in the terms & conditions and prices quoted by the tenderers. While awarding the contract, the quantity ordered may be increased or decreased, if necessary, within the prescribed plus/ minus tolerance limit.

The tolerance limit should be reasonable. Higher the tolerance limit more is the uncertainty for the tenderers in formulating their prices. Therefore, higher the tolerance limit more is the chance of loading on the prices quoted by the tenderers to take care of such uncertainties.

Generally, the tolerance limit should not be more than plus/minus fifteen percent.

25.6 Tenderer's Right to question Purchaser

A tenderer shall have the right to be heard in case it feels that proper procurement process is not being followed and/or its tender has been rejected wrongly. The tenderer is to be permitted to send its representation in writing and decided by the purchase organization during procurement planning stage for incorporation in the corresponding tender enquiry documents.

25.7 Cartel Formation/ Pool Rates

Sometimes a group of tenderers quote identical rates against tender. Such pool/cartel formation is against the basic principle of competitive bidding and defeats the very purpose of open and competitive tendering system. Such practices should be severely discouraged with strong measures. Suitable administrative actions like rejecting the offers, reporting the matter to Registrar of Companies, MRTP Commission, National Small Industries Corporation etc. should be initiated against such firms, on case to case basis, as decided by the competent authority. Visva-Bharati should encourage new firms to get themselves registered for the subject goods/works to break the monopolistic attitude of the firms forming cartel.

26.0 EXECUTION OF WORK

- 26.1 Individual item rates higher or lower by more than 30% of the estimated rates shall be considered high or low rated items. During the course of execution the variation in respect of the items having abnormal high rates and low rates shall be brought to the notice of the competent authority. A constant watch shall be kept on such items, when the rates are abnormally high.

Normally, the quantity of high rated items should not be allowed to exceed the quantity mentioned in the BOQ. However, in case of any increase in quantity of high rated items beyond BOQ quantities, the same shall have to be informed by the concerned Engineer to the competent authority immediately after such increase and further execution of such items should be undertaken after prior approval of competent authority supported by adequate justification. The same procedure shall also be followed for deviation in any single item, which has significant impact on the contract value (say, five per cent).

26.2 Inspection of works

- It is incumbent upon various persons concerned with the work to inspect the same frequently to ensure that the work is being executed according to the designs and specifications laid down for the purpose. Primarily a person who records, test checks the measurements of an item of work will be responsible for the quality, quantity and dimensional accuracy of the work he has measured/checked.
- In case of works involving supply of equipment/structures/material etc., the specification of work shall clearly indicate norm against which, the structures/equipment/material etc. are to be accepted. The specification must indicate the following:
 - a. That inspection will be carried out to establish conformation to the acceptance criteria.
 - b. In case equipment/structure/material does not conform to acceptance norms they will be summarily rejected, unless deviations in this regard have been accepted for good and sufficient reasons to be recorded in writing.

26.3 Completion certificate

Before a work is declared completed in all respect and final payment is released to the contractor, it should be inspected by the execution department. Necessary certificate may be issued only after total completion of work and after plugging all the checklist points.

26.4 Excess over estimates

In case any excess expenditure is anticipated during execution of work, necessitating preparation of revised estimates/deviation statement, action would be taken as mentioned at **clause 20.4** of this manual. However, in respect of maintenance works, additions and alterations (if any) to the work envisaged need to be recorded in writing and approval of competent authority obtained from time to time.

27.0 MEASUREMENT

- The payment to the contractor for the work done or the services rendered are made on the basis of the measurement recorded in the measurement sheets.
- The bill along with measurement shall be submitted by the contractor and are to be checked by the Engineer concerned. One senior officer should do the test checking.

28.0 EXTENSION OF TIME

28.1 In all contracts time is the essence of the contract and therefore the time required for completion to be carefully fixed taking into account the availability of material, local condition, hindrances due to rain and standard of finishing expected. The contract should provide suitable penalty leviable due to delay on the part of the contractors. Wherever, slippage is noticed on the part of the contractor, the same should be brought to notice on the part of the contractor, in writing. This would ensure that no act is done to nullify or vitiate the provision of the contract connected with the time factor. The authority empowered to execute the contract shall keep a close watch over the work by the contractor.

- Reasonable mobilization time as provided in the contract or otherwise from the date of order shall be permitted to the contractor. However, the effective date of the contract shall be reckoned from the date of order unless otherwise agreed between Visva-Bharati and the contractor.
- To ensure timely progress of work, physical/financial progress may be regularly monitored with reference to agreed milestones.
- Any lapse on the part of the contractor in execution of the work should be intimated to him immediately in writing. Any continuing lapse may be viewed seriously and the matter should be brought to the notice of competent authority for taking remedial action as deemed fit.
- If the work is delayed due to happening of any of the following event the contractor shall immediately give notice thereof in writing to Visva-Bharati but shall nevertheless use his best efforts to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of Visva-Bharati to proceed with the work/job.
 - a. Force majeure
 - b. Abnormal bad weather for a considerable time.
 - c. Serious loss or damage by fire
 - d. Civil commotion, strike or lock out
 - e. Delay on the part of other contractors engaged by Visva-Bharati in executing the work, which does not form part of the contract.
 - f. Any other causes which is considered to be beyond the reasonable control of the contractor.

- The request in writing for time extension has to be made within the 15 days of the happening of the even causing delay to Visva-Bharati giving full justification for the same. The competent authority can decline to grant extension of time if he is of the opinion that the grounds shown by the contractor while seeking extension of time, are not genuine/reasonable or that the ground submitted were not beyond the reasonable control of the contractor.
- Unless and otherwise agreed to, during the extended period of the contract, the contract rates shall remain firm and there will not be any additional establishment or idle charges. In exceptional cases, considering the exigency and urgency of the work, provisional time extension may be granted by Unit head/Competent authority without owner's prejudice to levy penalty in terms of the contract.
- The hindrances brought out by the contractor(s) in the request for time extension shall be brought to the notice of the higher authority from time to time. In order to determine the same hindrance register will be maintained which will be jointly signed by the Engineer concerned and contractor at the time of periodical review meeting, the frequency of which will depend upon the importance of the job. **Bid document will clearly stipulate that delays will be determined on the basis of register jointly signed by the Visva-Bharati Engineer and contractor and that any refusal on the part of the contractor to sign the register would mean that the delay if it occurs will be solely attributable to him.**
- The competent authority will grant extension of time. He may levy or may completely waive the compensation recoverable from a contractor after recording the reasons as to why a lenient view was taken. He may also extend the contract without prejudice to levy of penalty at a later date.

28.2 Failure of contractor

The bidding document will clearly state that if the contractor fails to complete the work and the order is cancelled, the amount due to him on account of work executed by him if payable shall be paid to him only after due recoveries as per the provisions of the contract.

28.3 Penalty/Liquidated Damages

- In case the contractor fails to complete the work within the stipulated period unless such failure is due to force majeure as defined in the contract or due to Visva-Bharati's default, he shall pay to Visva-Bharati by way of penalty for delay as per **clause 13.3** of the manual.
- Notwithstanding the above, if the contractor fails to fulfill the terms and conditions of the contract, Visva-Bharati shall have the right to award the total or left out work to any other contractor at the risk and cost of the said contractor after giving 15 days' notice to the contractor.

29.0 RELEASE OF PAYMENT TO THE CONTRACTOR

- 29.1.** No payment shall generally be paid for works estimated to cost less than `1.00 lakh till the whole of the work shall have been completed and a certificate of completion is given. But in case of works estimated to cost more than ₹ 1.00 lakh the contractor, on submitting the bill thereof, be entitled to receive a monthly payment proportionate to the part of work executed duly approved and passed by the University Engineer. This payment will be made after making necessary deductions as stipulated elsewhere in the contract document for security deposit etc. or any statutory recoveries. Payment due to the contractor shall be made by Visva-Bharati by Crossed Account Payee cheque.

29.2. Time schedule for submission of bills to Finance Section by Engineering Department

RA Bill : Within two weeks of submission of the bill by contractor

Final Bill

Less than ₹ 10 lakh : Within 4 weeks of submission of bill by contractor.

₹ 10 lakh or more : Within 6 weeks of submission of bill by contractor.

29.3. Time schedule for payment of bills by Finance Section after submission of the same by Technical Department duly checked and approved by the University Engineer.

RA Bill : Within two weeks of submission in the Finance Section

Final Bill

Less than ₹ 10 lakh : Within 3 weeks of submission in Finance Section.

₹ 10 lakh or more : Within 4 weeks of submission in Finance.

30.0 BLACKLISTING/BANNING

30.1 Circumstances of blacklisting

Blacklisting of a firm or contractor may be resorted to in following cases:

- If the Proprietor or Partner or Director of the firm is convicted by a Court of Law, following prosecution under the normal process of Law for an offence involving moral turpitude in relations to business dealings;
- If security considerations including the question of loyalty to the State warrant as per recommendations of Ministry of Home Affairs.
- If there is justification for believing that the Proprietor or Partner or Director of the firm has been guilty of malpractices such as bravery, corruption, cheating, fraud, substitution of tender etc.
- If the firm refuses/fails to return the dues of Visva-Bharati without adequate cause.
- If the firm is blacklisted by any Department of the Central Government/State Government.
- If the firm is a confirmed evader of Central/State taxes/duties for which Visva-Bharati has received notice from the concerned department of Central/State Govt.

30.1.2 Procedure for blacklisting

- Before blacklisting the party shall be given an opportunity of a notice and hearing.
- Cases of blacklisting and revocation thereof shall be legally vetted and submitted by Engineering/ Other Department to the competent authority.
- The issue of such orders shall normally involve termination of all business with Visva-Bharati including all on-going contracts.
- The list of blacklisted parties will be circulated by the concerned Deptt. amongst the Unit Heads and Finance Department of Visva-Bharati.
- Particular care shall be taken to see that the same firm is not permitted to transact business with Visva-Bharati in the guise of another name or through any of its agents, employees or subsidiaries whatsoever.

30.1.3 Revocation of blacklisting order

A blacklisting order shall ordinarily not be revoked unless;

- the period specified therein, if any, has expired; or
- on a review, the competent authority is of the opinion that the punishment already meted out is adequate in the circumstances of the cases; or
- where the order is based on a conviction in the Court of Law and the firm is honorably acquitted of the charge by a competent Court.

30.2 Suspension of business

Suspension of business may be ordered, where full enquiry into the allegations is pending, which, if proved, may entail the blacklisting of the firm. The list of suspended parties will be circulated to all Unit/Heads and the reasons of suspension shall not be communicated to the firm concerned.

30.3 Banning

30.3.1 An order banning business with a firm for a period exceeding one year but less than three years may be passed by the competent authority of Visva-Bharati. The list of banned parties will be suitably circulated.

30.3.2 In case where the conduct (the term includes any offence or failure to execute a contract satisfactorily) of a firm is not serious enough to merit blacklisting but at the same time is of such a nature that removing the name of the firm from the list of registered suppliers is justified in the interest of Visva-Bharati, concerned department may at their discretion, recommend on the banning of the firm.

30.3.3 An order of banning/suspension/blacklisting, passed in respect of blacklisted/banned/ suspended firms shall be extended to allied firms. In determining this, the following factors shall be taken into consideration:

- a. Whether the Management is common;
- b. Whether majority interest in the Management is held by the Partners or Directors of the blacklisted/banned/suspended firm;
- c. Whether substantial or majority shares are owned by the blacklisted/banned/ suspended firm and by virtue of this it has a controlling power.

DEFINITIONS AND INTERPRETATIONS

Administrative approval

Acceptance by the Competent Authority as per Delegation of Power(DOP) for initiating tender activities for procurement of goods and service and execution of work and incurrence of expenditure therefor.

Advance Payment

A payment made in advance against a Running Account Bill or otherwise to a contractor/vendor which may be adjusted later.

Bank guarantee

A Security from the Bankers on behalf of the Tenderer or Contractor, which may be accepted (in lieu of Cash/Draft) towards EMD or security deposit or for taking any advance or discharging any liability) from the commercial bank.

Competent Authority

Any authority to whom the relevant power has been delegated by Visva-Bharati as per Delegation of Power (DOP)

Contract

An agreement enforceable by law between Visva-Bharati and the Contractor/Vendor for procurement of goods and services and the execution of the works including all documents, such as the Notice Inviting Tender (NIT), instructions to the tenderers, General Conditions of Contracts (GCC), Special Conditions of Contract, Technical Specification, Tender drawings, Schedule of Quantities, Correspondences between the parties in connection with said work, unless specifically excluded by the parties.

Delegation of power

This is the financial authority/power vested on different levels of officers/faculties by Visva-Bharati.

Deposit Work

Works for which fund is deposited in cash or otherwise at the disposal of another agency, preferably a Government agency for carrying out the work.

Earnest Money Deposit

Earnest Money Deposit is a prerequisite for any tender to be considered for award. The Tenderer must submit the same along with the tender as per the stipulations in the tender.

Final Payment

The last payment of a contract made to a contractor, after getting completion and no claim certificate on the completion and determination of his contract and in full and final settlement to his account for a particular work/contract.

Force Majeure

Any delay or failure of the performance of either parties thereto shall not constitute default hereunder or give rise to any claim for damages, if any, to the extent such delays or failure of performance caused by occurrences such as acts of God or the public enemy, confiscation of facilities by Government authority, compliance with any order or request of any Governmental authorities, acts of war, rebellion, sabotage, fire, floods, explosions, riots or illegal strikes, provided always that such occurrences result in impossibility of performances of the contract. Only events of Force Majeure which impedes the execution of the contract at the time of its occurrence shall be taken into cognizance.

Fall Clause

Fall clause is a price safety mechanism in rate contracts. The fall clause provides that if the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and the rate contract amended accordingly. Other parallel rate contract holders, if any, are also to be given opportunity to reduce their price as well, by notifying the reduced price to them and giving them 15 (fifteen) days' time to intimate their revised prices, if they so desire, in sealed cover to be opened in public on the specified date and time and further action taken as per standard practice.

General Conditions of Contract (GCC)

The General Conditions of Contract represent various contract conditions, which are annexed to each tender document.

Mobilization advance

The advance payable to the contractor on award of a work for mobilization of manpower, machinery and other essential things at work site against Bank Guarantee. The same may be with or without interest.

Rate

The rate considered, quoted or agreed per unit of measurement indicated against an item for preparation of an estimate or tender or agreement.

Running Account Bill

This term is applied to Bills raised by the contractor during the tenancy of the contract, at regular interval as specified in the tender for smooth execution of the work, subject to the final settlement of the account on the completion or determination of the contract. Payment against running account bill, are treated as advance payment only.

Special Conditions of Contract (SCC)

These are the job specific conditions which are required to be adhered to for due completion of a work. The SCC for different works is different as per the requirement of the work.

Tender document

The document containing all information like GCC, SCC, Technical specifications, Bill of Quantities, Tender drawings and Notice inviting tender etc. is termed as the Tender Document.

Technical specifications

This shall contain the entire technical specifications/requirement for due completion of the work.

Works

This shall mean and include all works to be executed in accordance with the contract or part thereof as the case may be and shall include all extra works, additions, alterations or substituted works as directed by Visva-Bharati for due completion of the contract.

ABBREVIATIONS

- FOB** - Stands for Free on Board
- FAS** - Stands for Free Alongside Ship
- CIF** - Stands for Cost, Insurance and Freight
- CIP** - Stands for Carriage and Insurance paid

Note: FAS, FOB & CIF terms of delivery are applicable for goods which are directly imported from foreign countries against the contract and not imported already by the supplier under its own arrangement. The CIP terms of delivery may be applied both for domestic as well as imported supplies.

CHECKLIST FOR PROCUREMENT PROGRESS

Sl.No	Subject	Requirements	Remarks
1.0.	Filing system	Single file system with proper page numbering is to be followed – in case of urgency, part file may be opened but that should be merged with the main file.	
2.0.	Indenting	<ul style="list-style-type: none"> Purchase proposals are to be made after taking into consideration of the available stocks, past consumption pattern and average life of the items/equipment etc. The requirements also need to be properly clubbed so as to get the most competitive and best prices. The requirements should not be intentionally bifurcated / split so as to avoid approval from higher authorities/tendering process. 	
3.0.	Purchase of goods without obtaining any quotation		
3.1.	Purchase of goods upto the value of ₹ 15,000/-	<p>Purchase of goods up to the value of ₹ 15,000/- (Rupees fifteen thousand) only on each occasion may be made without inviting quotations or bids on the basis of a certificate to be recorded by the competent authority in the following format:</p> <p><i>“ I..... , am personally satisfied that these goods purchased are of the requisite quality and specification and have been purchased from a reliable supplier at a reasonable price.” (GFR-145)</i></p>	As far as practicable procurement should be made by obtaining bids. Use of GFR-145 and 146 may be resorted to for meeting small and urgent requirements.
3.2.	Purchase of goods by Purchase Committee	<p>Purchase of goods costing above ₹ 15,000/- (Rupees fifteen thousand) only and up to ₹ 1,00,000/- (Rupees one lakh) only on each occasion may be made on the recommendations of a duly constituted Departmental Purchase Committee consisting of three members of an appropriate level as decided by the Head of the Department/Bhavana. The committee will survey the market to ascertain the reasonableness of rate, quality and specifications and identify the appropriate supplier. Before recommending placement of the purchase order, the members of the committee will jointly record a certificate as under:</p> <p><i>“Certified that we....., members of the purchase committee are jointly and individually satisfied that the goods recommended for purchase are of the requisite specification and quality, priced at the prevailing marked rate and the supplier recommended is reliable and competent to supply the goods in question.” (GFR-146)</i></p>	

3.3.	Purchase of goods directly under DGS&D Rate Contract	Visva-Bharati. can directly procure Central Purchase Organization (e.g. DGS&D) rate contracted goods from suppliers. The prices to be paid for such goods shall not exceed those stipulated in the rate contract and the other salient terms and conditions of the purchase should be in line with those specified in the rate contract. Visva-Bharati should maximize procurement of goods under such rate contracts to the extent possible. Visva-Bharati shall make its own arrangement for inspection and testing of such goods where required [GFR-147 (1)].	
4.0.	Purchase of goods by obtaining bids	Except in cases covered under GFR-145, 146 and 147 (1) as stated above, all procuring authorities in Visva-Bharati shall procure goods by following the standard method of obtaining bids in: a. Single Tender Enquiry b. Limited Tender Enquiry c. Advertised Tender Enquiry	
4.1.	Single Tender Enquiry	<p>Purchase through Single Tender Enquiry under GFR-154 may be adopted when:</p> <ol style="list-style-type: none"> it is in the knowledge of the user department that only a particular firm is the manufacturer of the required goods. The reason for arriving to this conclusion is to be recorded and approval of the competent authority obtained. in case of emergency, the required goods are necessarily to be purchased from a particular source subject to the reason for such decision being recorded and approval of competent authority obtained. for standardization of machinery or components or spare parts to be compatible to the existing sets of machinery/equipment (on the advice of a competent technical expert and approved by the competent authority), the required goods are to be purchased only from a selected firm. <p>Proprietary Article Certificate in the following form is to be provided by the indenting department with countersignature of the Head of the Department/ Bhavana before procuring the goods from a single source under the provision of Sub-Rule-154(i) and 154 (iii) as applicable.</p> <ol style="list-style-type: none"> <i>The indented goods are manufactured by M/s.....</i> <i>No other make or model is acceptable for the following reasons:</i> <i>Concurrence of finance wing to the proposal has been obtained vide</i> <i>Approval of the competent authority has been obtained vide:</i> <i>(Signature with date and designation of the Procuring Officer)</i> 	<ul style="list-style-type: none"> The single tender system may be adopted in case of purchase of articles which are specifically certified as of proprietary nature by the indenting department that a particular brand item is required to be purchased in the interest of Visva-Bharati only in unavoidable situations. Detailed justification for purchase from a single tender is to be placed on record. Details of all tenders awarded on nomination basis are to be posted on website in public domain along with brief reasons for doing so.

		<p>Further, as per CVC Circular No.18/12/12 dt.11/12/2012 read with CVC Order No.23/7/07 dt.05/07/2007 single source procurement (awarding of contract on nomination basis) can also be made in rare and exceptional cases like:</p> <ul style="list-style-type: none"> • During national calamities and emergencies declared by the Government, • When the supplier or contractor has exclusive rights in respect of the goods or services and no reasonable alternative or substitute exists. 	
4.2.	Limited Tender Enquiry	<ul style="list-style-type: none"> • The limited tender enquiries will be issued to those firms whose names appear in approved vendors which should not be less than six. • Past performance of successful suppliers should be one of the variables to be considered at the time of short listing of firms for limited tender enquiry. • The tender enquiries should be hosted on the Visva-Bharati website for wider participation. At least three numbers of quotations/offers must be received in normal conditions. In case number of offers received is less than the three, the same may be considered subject to approval by the competent authority and only in unavoidable circumstances. Detailed reasons for such decision to be recorded. • The university will normally consider and recommend only the lowest offer unless he disqualifies. 	<ul style="list-style-type: none"> • This system may ordinarily <u>be</u> adopted when estimated value of goods to be procured is up to ₹ 25 lakhs (Rupees Twenty five lakhs).
4.3.	Advertised Tender Enquiry (Open Tender)	<ul style="list-style-type: none"> • Advertisement in such case should be given in at least in one national daily having wide circulation. Simultaneously the tender enquiries are to be posted on the Visva-Bharati website also. Publishing of the advertisement in the Indian Trade Journal (ITJ) may also be considered. <p>Exception: Even when the estimated value of purchase is more than ₹ 25 lakh, limited tender system may be adopted instead of the open tender system in the following circumstances:</p> <ul style="list-style-type: none"> • when sufficient reasons exist to indicate that it is not in public interest to call for tenders by advertisements. In such cases, the reasons must be recorded by the indenting Department/Bhavana and approved by the competent authority. • when the indenting Department/Bhavana certifies that the sources of supply of the required item are known and possibility of fresh source(s) beyond those being tapped is remote. 	<ul style="list-style-type: none"> • The open tender system, that is, invitation to tender by public advertisement should be used as a general rule for procurement of goods of estimated value of ₹ 25 Lakh and above.
5.0.	Notice Inviting Tender (NIT)	<ul style="list-style-type: none"> • The credentials of the firms and the criteria adopted for selections of such vendors are to be put on record. • Advertised tender enquiries are to be published in National Newspapers along with Indian Trade Journal. • Tender notices are also to put on the website with e-mail address of the Institute indicating in the tender notice. • To have wider, fair and adequate competition, adequate time (4-6 weeks in case of open/advertised tender and 3-4 weeks in case of limited tender) is to be allowed for submission of bids. 	

6.0.	Tender/Bid Document	<ul style="list-style-type: none"> • All the important clauses like Earnest Money, Performance Security(PS)/Security Deposit(SD), Delivery schedule, payment terms, liquidated damages/Penalty for delayed supplies/execution, Risk purchase clause, Arbitration etc. are to be adequately incorporated in the bid documents to fully safeguard the interest of the University. • The terms and conditions should clearly stipulate that the offers without EM deposit would be considered as unresponsive and rejected. • Evaluation/Loading criteria with respect to payment terms, delivery period, PS etc, is to be specified in unambiguous terms in the bid document so that evaluation of bids after tender opening can be made in a transparent manner without any subjectivity. CVC directives vide dated 29/04/2014 stipulates that the acceptance/ rejection of any bid should not be arbitrary but on justified grounds as per the laid down specifications, evaluation/exclusion criteria leaving no room for complaints. • Detailed generic technical specifications including performance parameters are to be specified in the bidding documents in unequivocal terms. • Proper arrangement for receipt of tender at scheduled date and time through tender box is to be made. 	<ul style="list-style-type: none"> • Unless EMD is collected from the bidders they may back out without delivering the goods ordered for procurement. • Security Deposit/Performance Security is required to ensure discharge of obligations by the vendor till the validity of the warranty period. • Amount of EMD and SD/PS should ordinarily be between 2 to 5% and 5 to 10% of the estimated value/contract value respectively.
7.0.	Opening of Tenders	<ul style="list-style-type: none"> • Each tender is to be numbered serially, initialed with date on the first page/envelop by the tender opening officials/Committee. • Each page of the tender and or particularly the prices, important terms & conditions should also be initialed. • ‘On the spot statement’ giving details of the quotations recorded and other particulars like prices, taxes, EMD etc is to be prepared. • Tenders are to be opened in presence of representatives of bidders, if they are available. • In case of two-bid system only technical bid is to be opened in the tender opening date and price bid kept separately in sealed condition till technical evaluation is done and price bid opening date is to be communicated to the technically qualified bidders. 	<ul style="list-style-type: none"> • Bids may be obtained in two-parts for purchasing high value plant, machinery etc. of a complex and technical nature – Technical Bid will consist of all technical details along with commercial terms and conditions and Financial Bid will indicate item-wise price for the item mentioned in the technical bid.
8.	Post-tender Negotiations	<p>As per CVC guidelines, Post-tender negotiation with L-1 bidder is generally not permitted except in the following cases.</p> <ul style="list-style-type: none"> • Procurement of proprietary items. • Items with limited sources of supply. • Items where there is suspicion of a cartel formation. • Negotiations with the L-1 bidder is permitted to avoid re-tendering for the urgent items required for essential operation, maintenance and safety. 	

9.	Performance Bank Guarantee	<ul style="list-style-type: none"> • Adequate genuine and acceptable PBG with validity up to warranty period for due performance of the contract is to be obtained. • The validity of the PBG is to be scrupulously monitored to see that extension of PBG is commensurate with the extension of delivery period. 	<ul style="list-style-type: none"> • To be obtained from the successful bidder awarded the contract, except those who are registered with NSIC. • PS should remain valid for 60 days beyond the date of completion of all contractual obligations of the supplier.
10.	Guarantee/ Warranty	<ul style="list-style-type: none"> • Proper and detailed Guarantee/Warranty clause embodying all the safeguards is to be incorporated in the tender enquiry and resultant contract. 	<ul style="list-style-type: none"> • Warranty period as mentioned in the bid is to be considered for arriving at the net cost.
11.	Annual Maintenance Contract/ Service Contract	<p>The following procedure is to be followed while entering into annual maintenance contract:</p> <ul style="list-style-type: none"> • At least three months prior to the expiry of warranty period/existing AMC the concerned user department will inform the Purchasing/Engineering Department of the need to renew or enter into AMC. The concerned department depending on the estimated value of the AMC, should follow the standard procedure for awarding the contract. • In order to ascertain the competitive rates, sealed quotations are to be obtained from all the empanelled competent firms including OEMs and their authorized service providers. • Before finalization of AMC party's performance, clients list, performance certificates, company's profile etc. should also be evaluated. On the basis of performance report and company's profile and lowest rates, the annual maintenance contract should be awarded for one year. The concerned HOD will certify and give specific comments on performance of the contractor during AMC period for the extension/renewal of the contract with the same Contractor. • Sometimes, the maintenance contractor may have to take the goods or some components of the goods to its factory for repair etc. On such occasions, prior to handing over the goods/components, suitable bank guarantee is to be obtained from the firm to safeguard interest of Visva-Bharati. • The terms of payment for the maintenance service will depend on the nature of the goods to be maintained as well as nature of the services desired. Generally, payment for maintenance is made on half –yearly or quarterly basis. 	<ul style="list-style-type: none"> • Depending on the cost and nature of items procured it may be necessary to enter into annual maintenance contracts (AMC) especially for sophisticated and costly equipment and machinery like EPBAX Telephone System, Fax Machines, Photocopiers, Air-conditioners, Coolers, Computers, Printers, UPS, CVT, Office Equipment etc. • As far as possible, the University will give preference to the manufacturer of the product, if the quoted charges are not higher than 15% compared to the rates offered by others.

12.0.	Outsourcing of services for cleaning, horticulture, housekeeping, security, canteen, car hiring etc.	<p>Three months prior to the expiry of contract period, the user department will inform the concerned department for floating of enquiry among the reputed service providers as under:</p> <ul style="list-style-type: none"> • For estimated value of the work or service up to Rupees Ten lakh or less, Limited Tender Enquiry may be issued to the identified capable contractors whose number should not be less than six. • For estimated value of the work or service above Rupees ten lakh, Advertised Tender Enquiry is to be issued in at least one popular largely circulated national newspaper and Visva-Bharati website. <p>Before finalization, party's performance, Clients' list, performance certificate, profile of the firm etc. should be evaluated properly. On the basis of performance report and the lowest rates, the service contract may be issued for one year. Subsequent renewal/extension may be granted for a maximum period of three years (including initial year) subject to satisfactory performance to the certified by the user department. However, provision for extension/renewal of the service contract for further period should be included in the terms and conditions of tender/agreement.</p>	<ul style="list-style-type: none"> • It is to be ensured that the service provider to whom the work has been awarded complies with all the statutory requirements as prescribed under labour and other laws such as ESIC Act, PF Act, Workmen Compensation Act etc.
13.0. 13.1.	Imports	<p>Generally the procedure outlined in earlier paragraphs shall be followed for procurement of items through import. However, the followings are especially applicable to imports.</p> <ul style="list-style-type: none"> • The procuring authority in Visva-Bharati shall ensure that the item proposed to be imported does not fall under the restricted/negative/banned category. • When it is contemplated to obtain bids from abroad, the minimum period of submission of bids should be four weeks. • Imports should normally be made directly from the foreign principles. In the event a purchase is made through an Indian agent of the foreign company proof that the Indian agent is an authorized Agent of the foreign company must be part of the documents pertaining to the purchase. Any agency commission which may be payable to the Indian agent can be paid only in Indian rupees (unless there is a change in Government of India rules which allows payment in foreign currency). • Copy of the agency agreement with the foreign principal and the precise relationship between them and their mutual interest in the business is to be ascertained. • Nature of after sales service to be rendered by the Indian Agent needs to be clearly specified. 	

		<ul style="list-style-type: none"> • Wherever required procuring authorities of the University shall avail the services of clearing/ consolidation agents for foreign consignments arriving by air/sea, such clearing agents shall be hired (on specific contract with the University) on term basis or single consignment basis whichever may be advantageous to the University. The department concerned should initiate necessary steps to ensure clearance of consignment from appropriate authority and arrange way bills etc. for transportation in time to avoid any demurrage whatsoever. • Generally all import contracts are concluded on FOB/FAS basis. In case of air-consignment, air-lifting of imported goods from abroad will be done through National Carrier i.e., Air India. However, before processing/finalization of any case, the contemporary Government instructions in this regard are to be checked and complied. • The supplier shall not arrange part- shipment without the express/prior written consent of Visva-Bharati. 	
13.2.	Currency	<p>The tender documents are to specify the currency (currencies) in which the tenders are to be priced. As a general rule, domestic tenderers are to quote and accept their payment in Indian currency; Indian agents of foreign suppliers are to receive their agency commission in Indian currency; costs of imported goods, which are directly imported against the contract, may be quoted in foreign currency (currencies) and paid accordingly in that currency; and the portion of the allied work and services, which are to be undertaken in India (like installation & commissioning of equipment) are to be quoted and paid in Indian currency.</p>	
13.3.	Customs Duty	<p>In respect of imported goods, the tenderers shall also specify separately the total amount of customs duty included in the quoted price. The tenderers should also indicate correctly the rate of customs duty applicable for the goods in question and the corresponding Indian Customs Tariff Number. Where customs duty is payable, the contract should clearly stipulate the quantum of duty payable etc. in unambiguous terms. The standard clauses to be utilized for this purpose are to be incorporated in the tender enquiry documents.</p> <p>The government has allowed exemption from payment of customs duty in respect of certain types of goods for use by the following organizations;</p> <ol style="list-style-type: none"> a. Scientific and technical instruments imported by Research Institutes. b. Hospital equipment imported by Government Hospitals. c. Consumable goods imported by a public funded Research Institution or a University. <p>However, to avail of such exemptions, the organizations are required to produce “<i>Customs Duty Exemption</i>” certificate and “<i>Not Manufactured in India</i>” certificate at the appropriate time.</p>	<p>The relevant contemporary instructions covering these aspects should be incorporated in the tender enquiry document and in the resultant contract.</p>

13.4.	Terms of payment	<p>Cases where Installation, Erection and Commissioning (if applicable) are not the responsibility of the Supplier- 100% net FOB/FAS Price is to be paid against invoice, shipping documents, inspection certificate (where applicable), manufacturers' test certificate, etc.</p> <p>Cases where Installation, Erection and commissioning are the responsibility of the Supplier- 80% - 90% net FOB/FAS price will be paid against invoice, inspection certificate (where applicable), shipping documents etc. and balance within 21 – 30 days of successful installation and commissioning at the consignee's premises and acceptance by the consignee.</p> <p>Payment of Agency Commission against FOB/FAS Contract- Entire 100% agency commission is generally paid after all other payments have been made to the supplier in terms of the contract.</p>	
14.0	Maintenance of Records	Procuring Departments / Bhavanas etc. are to maintain records as listed in Appendix-III of the Manual.	Proper maintenance of records is necessary to facilitate stock verification, accounting, write-off etc.

LIST OF RECORDS TO BE MAINTAINED

Procuring Departments/Bhavanas of Visva-Bharati are to maintain the following records to facilitate proper accounting, physical verification of stock, writing-off of stores etc.

1. Non Consumable Stores(NCS) Stock Register:

These are the stores which are intended to be used over prolonged periods before becoming unusable/obsolete viz, plant & machinery, equipment, instruments, furniture etc.

2. Limited Time Asset Stores (LTAS) Stock Register:

LTAS generally represent stores which have significant value when purchased but rapidly lose their value/relevance with the lapse of time and have very little/negligible disposal value. These also include stores which can be upgraded either by replacing components/parts or which can be rendered obsolete by release of new versions or editions. Examples are computers, software, printers, monitors, UPS, mobile etc.

3. Consumables Stock Register:

Consumable stores are the goods that must be replaced regularly because they wear out or are used up. Examples of consumable stores – stationery items, chemicals, medicines, floppies, electrical components like bulbs, switches, plugs etc.

All the above registers should, inter-alia, contain the following information:

- Indent number and date
- Purchase order number and date
- Brief description of the items
- Cost of the item
- Date of entry in the register concerned
- Invoice/Bill number and date along with name of the vendor
- Any other details (as may be relevant)
- Remarks

Each of the above registers should have following certificate on the first page:

*“Certified that this register contains a total of.....
pages and each page has been consecutively numbered on both sides
from to ”*

Date :

Signature of HOD