

# INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH MOHALI



## STORES AND PURCHASE MANUAL

(Adapted from the Stores and Purchase Manual, IIT Kanpur 2014)

As approved by the BOG in its meeting held on  
May 23, 2014

Draft manual submitted to the Finance Committee and Board of  
Governors for their consideration in their meetings held on May 23, 2014

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## 1. Introduction and Scope

This manual outlines the procedures to be adopted for the purchase of various kinds of equipment and stores by Departments/Interdisciplinary Programs/Centres/Central Facilities/Units/Sections, both from Institute accounts as well as from project funds, but excludes the purchases to be made by the Institute Works Department.

This manual is broadly in alignment with GFR-2005, the Government of India manual that explains purchase procedures. However, the provisions explicitly stated in the present manual will hold. When not stated in this manual, the guidelines of GFR-2005 will be implemented. In addition, the following three principles will be applicable:

- a. When GFR-2005 is revised, the newer version will become relevant for all instances not covered in this manual.
- b. CVC guidelines announced from time to time will be approved by the Director for adoption by the Institute and such adopted guidelines will overrule any policy contained in this Manual. Stores and Purchase office will be authorized to convey such adopted guidelines.
- c. Library purchases such as books and journals will fall beyond the purview of this manual once a stand-alone policy document, suitably approved, becomes available.

## 2. Abbreviations and definitions

AS-Accounts Section	DORD-Dean of Research and Development
BOG-Board of Governors	ESA-Expenditure sanctioning authority
CA- Competent Authority	FC - Finance Committee
CFA- Competent Financial Authority	FO- Finance Officer
CS- Consumable Stores	GATE-Graduate Aptitude Test of Engineering
CST- Central sales tax	GFR- General Financial Rules
CVC- Chief Vigilance Commissioner	HOD-Head of a Department
D-Director	IA - Internal Audit
DD-Deputy Director	

IR – Inspection Report  
JEE- Joint Entrance Examination  
LTAS-Limited Time Asset Stores  
NCS-Non-Consumable Stores  
PAN- Permanent account number  
PI-Project Investigator

PPF – Purchase Proposal Form  
R&D-Research and Development  
RC: Rate Contract  
SPS- Stores and Purchase Section  
TIN- Tax identification number

## 2.1 Definitions

**Approved format:** At various places in this document, reference is made to approved formats. All such formats shall be approved by the Director from time to time. The approved formats, as at present, are enclosed as annexures.

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

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

**Project Investigator:** The person is an employee of the Institute whose name is recorded as a project investigator in the records pertaining to the project in the R&D office.

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

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

**Temporary Advance:** It is an advance which can be taken to meet contingent expenses on NCS/LTAS/CS/Miscellaneous items. This should normally be taken from the appropriate budget head.

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

The Stores and Purchase Section of the Institute shall conclude rate contract with the registered suppliers for stores of standard types, which are identified as common user items and are needed on a recurring basis.

**Stores:** It includes all articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, and industrial plants, purchased or otherwise acquired for Institutional use.

### **3 Classification of stores**

All stores to be procured shall be classified into three categories: Non-Consumable Stores (NCS), Limited Time Asset Stores (LTAS) and Consumable Stores (CS).

#### **3.1 Non-consumable stores (NCS)**

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

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

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

Examples: {examples are indicative and not exhaustive} plant machinery, equipment, fabricated equipment, instruments, assembled instruments, motors, gas cylinder, workshop machines, furniture and books.

#### **3.2 Limited time asset stores (LTAS)**

Stores satisfying at least one of the following conditions shall be classified as LTAS:

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



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

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

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

### **3.3 Consumable stores (CS)**

Stores satisfying at least one of the following conditions shall be classified as CS:

- (a) stores which exhaust with lapse of time;
- (b) stores which are rendered unusable due to normal wear and tear;
- (c) stores which do not have significant disposal value;
- (d) spares of equipment which do not fall either in the NCS or LTAS category.

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

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

If the spares are purchased for fabricating or manufacturing any equipment, such spares are to be treated as Non-Consumable items. However, if a spare is purchased to replace any part of an equipment, such spare will be treated as CS, provided it does not have any replacement value.

In case of a dispute regarding the classification of an item, the decision of Director shall be final.

## **4 Expenditure sanctioning powers**

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

Expenditure sanctioning authority	Non-Consumable (NCS)	Limited Time Asset Store (LTAS)	Consumable Store	Temporary advance for equipment	Temporary advance for consumables
Deans/Registrar/Finance Officer/ Librarian/ HOD/ Project investigators (for project purchase only)	2,00,000 (400,000)	1,00,000 (200,000)	50,000 (100,000)	5,000 (25,000)	50,000
Deputy Director/Dean R&D (for project purchase only)	10,00,000 (20,00,000)	5,00,000 (10,00,000)	2,00,000 (400,000)	1,00,000 (100,000)	2,00,000
Director	no upper limit	no upper limit	no upper limit	no upper limit	no upper limit

## Notes

1. The above limits apply to indigenous purchase as well as import. For the purposes of imports the Indian Rupee equivalent of the foreign currency on the date of sanction should be considered.
2. All temporary advances shall be adjusted as per the guidelines as laid out in this manual. Temporary advances should be used solely for the purpose for which these are drawn.
3. The financial and sanctioning powers as given above are approved by BOG and can be revised by the BOG from time to time.
4. HODs refer to Heads of academic departments, IDPs, and Heads of central facilities. Chairman JEE and Chairman GATE shall be treated as equivalent to HOD. In addition, Director is authorized to designate Heads of other sections as HOD.
5. For the purposes of this manual, Acting HOD, Acting DORD and other such arrangements shall exercise the same financial powers as the incumbent unless decided otherwise by the Director.

6. Payments in cash shall not exceed Rs. 25,000 for any single purchase. Payment by cash/credit card held by an individual is treated as cash.

7. Temporary advances by nature are drawn for emergency purposes. Hence, these must be adjusted within 45 days from the date of drawing of advance or the end of the financial year (31<sup>st</sup> March), whichever is earlier.

## **5 Category of firms, registration & blacklisting**

There shall be the following categories of firms for inviting quotations for purchase of materials /services/equipment/instruments and others.

### **5.1 Local registered firms**

Local (within municipal area of Mohali) general suppliers, authorized agents/distributors of the manufactures/service providers, and firms undertaking job works can be registered with the Institute as per the procedure mentioned in Annexure -I. For obtaining such registration the firms shall be required to be registered with Trade Tax Office and should have Service Tax Registration, Tax Payer Identification No (TIN) and PAN allotted to them. The firm must maintain an office/shop/show room registered in its own name, in the market/industrial area or another suitable place and should have a bank account wherein the payments may be sent directly in the bank.

Credentials including manufacturing capacity, quality control facilities, past performance, after-sales service, and financial background of the firm shall be carefully verified by the SPS of the Institute.

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

The firm will be registered for a fixed period, normally up to 3 years, depending on the nature of the supplies to be made by them. At the end of the period, the registered firms willing to continue with registration shall be required to apply afresh for renewal. New firm may also be considered for registration at any time, provided they fulfil all the required conditions. All the firms should be registered with the SPS for supplies of specific items, including direct supply.

## 5.2 Outside firms

The firms hailing from outside (beyond the municipal limits of Mohali) must be manufacturers or authorized dealers/agents/stockist/suppliers/service provider of manufacturer. Purchase can be made only from those reputed sellers who have trade/sales tax registration/CST registration, Shop Act registration, PAN (Income Tax), Tax Payer Identification No (TIN) and relevant excise registration, wherever applicable. Such firms shall be required to provide a valid authority in this regard.

## 5.3 Blacklisting

Blacklisting of firm can be done on the recommendations of an HOD/PI and with the approval of the Deputy Director. The Officer In-charge, Stores & Purchase Section shall process all such cases reported by the Department/Centres. A committee specially constituted by the Deputy Director shall examine the case and submit its recommendations to the Deputy Director for final decision. Director is the appellate authority in such instances. The information on such firms shall be promptly and widely disseminated by Officer In-charge, Stores & Purchase Section to all concerned.

## 5.4 Procurement with financial limits

An indenter can adopt one of the following options depending on the estimated value of the proposed purchase. General procedure and rules for purchase are explained in subsequent paragraphs of the manual.

Mode	Upper limit (Rs.)
1. Without quotation on certification	50,000
2. 3-member purchase committee	2,50,000
3. Limited tender enquiry	50 lakhs
4. Advertised tender enquiry	No upper limit

### Remarks

- i. In (1), purchase is direct and a formal purchase order may not be generated. In (2), a formal purchase order is not required as long as quotations are received and the committee evaluation report is attached. These documents can also be used to generate a purchase order on the selected vendor.
- ii. Two-bid process is recommended for complex and high value purchases (see Section 6.8).

- iii. Two-bid process is necessarily to be followed for advertised tender enquiry (4, in the table above).
- iv. Quotations received against the limited tender enquiry will be received either by the indenter or SPS but opened in the Stores and Purchase Section by a designated committee.
- v. All advertised tender enquiries will be exclusively managed (floated, received, and opened) by the Stores and Purchase Section in consultation with the indenter.
- vi. For purchases of value above Rs 50 lakhs, limited tender enquiry may be opted for after approval from the competent authority. Such a purchase is justified only under conditions of emergency or if it is known that the number of vendors is limited.
- vii. All factors being equal, purchases incurring the lowest cost (L1) should be opted for.

## **6 General procedures and rules for purchases**

The following procedures shall apply to all purchases except where stated otherwise:

Minimum time allowed for submission of bids shall be 2 weeks in case of indigenous purchase as well as imports.

**6.1 Lowest bidder:** Any bidder with responsive bids satisfying all the technical and commercial parameters as advertised shall not be ignored. The order should invariably be placed on L1 only. If L1 backs out at any stage before the process of placing the order or after placing the supplier may be blacklisted. In case L1 backs out, there should be a re-tender.

Enquiries should be floated only from reputed suppliers and manufacturers. Efforts should be made to ensure that specifications are generic in nature and not attributable to any particular firm or brand. However, in case of equipment of specialised nature, relaxation can be obtained from the competent authority.

### **6.2 Split purchases**

A demand for goods should not be divided into small quantities to make piecemeal purchases to avoid the necessity of obtaining the sanction of higher authority required with reference to the estimated value of the total demand.

### **6.3 Purchase of goods without quotation**

Purchase of goods up to a value of Rs.50,000/- (Rs Fifty Thousand only) on each occasion may be made without inviting quotations/bids by the competent authority on the basis of a certificate recorded by him in the following format:

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

**Signature**

All Purchases as in Section 6.3 can be made directly by the purchaser from the market/authorized dealers (after ensuring that the price is reasonable) or through SPS. Such purchases shall be done in the following three ways:

a) Directly by the purchaser through an advance drawn for the purpose. This advance shall be subsequently adjusted, for which cash memo/bill/receipt and proof of entry in the appropriate Stock and Asset (if relevant) Register must be submitted. Approved formats shall be used for drawing the advance and for adjustment. For project purchases the form for advance shall be sent to R&D office and for Non-project purchases it shall be sent to the AS. Intimation must be sent to SPS/R&D office in case of NCS,CS and LTAS purchases for entering the item in the respective central Asset Register, otherwise bills for payment will not be passed by AS/R&D office. Internal audit will verify this stock entry of the purchase.

b) Directly from the seller and the payment being made by the R&D Account unit for project purchases, and Accounts Section for non-project purchases. Payment will be made against proper invoice/bill/tax invoice proof of challan/transfer invoice of the item certified by the purchaser and entry in the appropriate Stock Register and Asset Register. Intimation must be sent to SPS/R&D office in case of NCS and LTAS purchases entering the item in the Asset register. Internal audit will verify this stock entry of the purchase.

c) Through SPS, for which the quotation duly signed together with the PPF approved by the CFA shall be sent to SPS for placing the order and further processing.

#### **6.4 Purchase of goods by Purchase Committee**

Purchase of goods costing more than Rs. 50,000/- (Rs. Fifty Thousand) and up to Rs.2,50,000/- (Rs Two Lakh Fifty Thousand) on each occasion may

be made on the recommendations of a duly constituted Purchase Committee consisting of at least three members of an appropriate level as proposed by the HOD and approved by the competent authority. The committee will survey the market to ascertain the reasonableness of rate, quality and specifications and identify the appropriate supplier. Before recommending purchase, the members of the committee will jointly record the following certificate:

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

**Signatu  
re**

## **6.5 Purchase of goods with quotation**

**Limited tender Enquiry.** This method may be adopted when estimated value of the goods to be procured is up to **Rs. 50 lakhs**. Copies of bidding document should be sent directly by speed post/registered post/courier/e-mail to firms which are borne on the list of registered suppliers for the goods in question. The number of supplier firms should be more than three. Further web based publicity should be given for limited tenders. Efforts should be made to identify a higher number of approved suppliers to obtain more responsive bids on competitive basis. The enquiry letter shall be displayed on the Institute website and notice board of the concerned department. Quotations received from firms on the basis of this notice will be considered if these are from any of the categories of the registered firms. The notice inviting tenders/quotations along with specifications should also be released simultaneously on the website of the Institute and the website address should be given in the tender notice.

Enquiry should be floated by registered post/courier/fax/e-mail/speed post but quotations must be received in a sealed cover.

Irrespective of the amount, for purchases which are directly initiated by the Stores & Purchase Section, the Director/Dy. Director shall constitute a committee for a period of one year comprising at least three members including one from the SPS. This procedure is to be followed when bulk purchase of stores is involved (e.g. medicines, stationery items, chemicals & liveries) or items which are required by multiple departments.

## **6.6 Single Tender Enquiry**

Procurement from a single source may be resorted to in the following circumstances:

- (i) It is in the knowledge of the user department that only a particular firm is the manufacturer of the required goods.
- (ii) In a case of emergency, the required goods are necessarily to be purchased from a particular source and the reason for such decision is to be recorded and approval of the competent authority obtained.
- (iii) For standardisation of machinery or spare parts to be compatible to the existing sets of equipment (on the advice of a technical expert and approved by the competent authority), the required item is to be purchased only from a selected firm.
- (iv) The indenter should provide a certificate that the price quoted by the firm is reasonable and the same is a proprietary item (Annexure IV). Purchase of items of a proprietary nature (i.e. item which do not have substitutes, or are spare parts of already existing equipment for which substitute replacements are not available) can be done on the basis of a single quotation irrespective of the value of the item. In such cases the purchaser must furnish a proprietary certificate countersigned by Head of the concerned, or associated department. If the total value of the item is more than Rs 1,00,000- a proprietary certificate must be obtained from the supplier stating that they are the only source of supply /manufacture.

**6.7 Advertised tender enquiry:** Invitation to tenders by advertisement should be used for procurement of stores of estimated value of Rs. 50 lakhs and above. Advertisement in such cases should be given in the Indian Trade Journal published by the Director General of Commercial Intelligence and Statistics, Kolkata and at least in one national daily having wide circulation.

The enquiry should also be displayed on web and provide a link with NIC website. It should also give its website address in the advertisements in ITJ and newspapers.

The complete bid documents should also be posted on the website and permit prospective bidders to make use of the documents downloaded from the website. If such a downloaded bidding document is priced, there should be clear instructions for the bidder to pay the amount by demand draft along with the bid.



Technical Evaluation Committee (TEC) report, at each stage, technical as well as price evaluation, must be approved by the Head of the Department and accepted by the expenditure sanctioning authority, irrespective of the value of the purchase.

## **6.8 Repeat Orders**

Repeat orders are processed subject to the following conditions:-

- o The repeat order can be made with no change in the rates, specifications as well as terms & conditions of supply.
- o Repeat order shall be placed within 90 days (LTAS and electronic equipment) and 180 days (others) from the date of the quotations.
- o After ensuring that there is no significant reduction (more than 10%) in the cost of the item(s).
- o Repeat order will not be placed if buy-back is involved in the purchase.
- o Amended and specially approved purchases shall not be considered for repeat order.

## **6.9 Purchase on rate contract**

Rate Contract (commonly known as RC) is an agreement between the purchaser and the suppliers for supply of specific goods and allied services, if any, at specified price and terms and conditions during the period covered by the Rate Contract. Based on requirements identified by the SPS the Institute may enter into rate contract arrangements for specified terms from one or more sellers for a specified length of time. The details of such arrangements shall be negotiated by a committee constituted by the Director/Deputy Director. The recommendations of the committee shall be approved by the Director before these are formally adopted. The period for which the Rate contract is valid will be counted from the day the rate contract is formally adopted. The process for entering into rate contract arrangements shall be initiated by SPS.

In case of items for which a rate contract with Directorate General of Supplies & Disposals (DGS&D) exists, the SPS will procure these items by placing direct orders on the firms. Any item may be purchased on single quotation basis at the DGS&D approved rate from authorized and established firms authorized by the manufacturer. The firm has to furnish latest DGS&D rate contract copy. Rate contract will not be binding when the normal purchase process is followed. The DGS&D rate may be used to establish that the quotes received are *reasonable*.

## **6.10 E-procurement**

Purchase of goods through electronic mode of interface with bidders and IT enabled management of the entire procurement process (notice inviting tenders, supply of tender documents, receipt of bids, evaluation of bids, award of contract, and execution of contract through systematic enforcement of its various clauses and tracking claims ,counter-claims and payments) is called *e-procurement*. This is gradually gaining popularity. In order to cut down the transaction costs and improve efficiency and transparency, the Government aims to make it mandatory for all organizations.

As such, SPS will proactively engage in articulating user needs in the development of an IT system for e-procurement.

The system should be secure, capable of maintaining complete confidentiality at appropriate stages of the bidding process, so that the bidders feel confidence in electronically transmitting their queries and bids. In this model, quotations would be uploaded by the vendors into the server of the SPS office in a secure manner.

## **6.11 Purchase under buy back scheme**

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

## **6.12 Two bid system**

For purchasing capital equipment, high value plant, and machinery of complex and technical nature, tender enquiry document, complete in all respects, may be issued as usual. However, the bidders should be asked to bifurcate their quotation in two parts. The first part is to contain the relevant technical specifications and allied commercial details as required in terms of the tender enquiry documents and the second part should contain only the price quotation. The first part is commonly known as a 'Technical Bid' and the second part 'Financial Bid'. The technical bid and the financial bid should be sealed by the tenderer in separate covers. The technical bids are to be opened in the first instance, at the prescribed

time and date and the same will be scrutinized and evaluated by the competent committee / authority with reference to the parameters prescribed in the tender documents and the offer received from the bidders. Thereafter, in the second stage, the financial bids of only the technically acceptable offers (as decided in the first stage above) are to be opened for further scrutiny, evaluations, ranking and placement of contract. Lowest bidder on opening of the financial bid will automatically get the order since he has satisfied all the technical parameters as advertised which necessitated the opening of the financial bid. Lowest offer cannot be ignored after opening of the financial bids.

If the lowest bidder backs out at this stage, the bidding procedure will be repeated.

### **6.13 Late Tender**

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

### **6.14 Pre-bid Conference**

In case of turnkey contracts or contracts of special nature for procurement of sophisticated and costly equipment or equipment which may be not readily available off the shelf or equipment with specifications which are not in vogue, a suitable provision may be kept in bidding document for a pre-bid conference for clarifying issues and clearing doubts, if any, about the specifications and other allied details of the plant, equipment and machinery projected in the bidding document. The date, time and venue of pre-bid conference should be indicated in the bidding documents. The date should be sufficiently ahead of the bid opening date.

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

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

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

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

In rate contract system, where a number of firms are brought on rate contract for the same item, negotiations as well as counter offering of rates are permitted with the bidders in view.

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

The name of the successful bidder awarded the contract should be mentioned in the notice board or bulletin or website.

### **6.15 Opening a quotation**

Quotations must be opened in the presence of all purchase committee members/purchaser as the case may be. All quotations must be signed by all members of the committee / purchaser (along with date). Signatures are necessary on the covering envelope, financial part of the bid and the part which contains the terms and conditions. Negotiations should be done only with L1 bidder.

There shall be a standing committee comprising In-charge-SPS or his nominee, Audit Officer or his nominee and one more official from the concerned department having the required technical knowledge for opening quotations for all purchases (limited tender as well as advertised). The committee meeting is scheduled every working day of the week normally at 3 pm in the office of SPS.

### **6.16 Purchase committee report**

In all purchases with multiple quotations, the report of the purchaser/purchase committee should include the following:

- a) A comparative statement of all dealers/sellers indicating all taxes, freight, forwarding etc (i.e. the total cost of the purchase).
- b) The dealers from whom purchase is recommended.

c) In the event purchase is recommended not on the basis of lowest quotation, the reason thereof shall be explicitly stated.

d) Technical evaluation report (equipment purchase) endorsed by the HOD.

e) Any other relevant information

The report complete in all respects along with associated documents shall be sent to the office of R&D (for project purchases) or SPS (for non project purchases).

## **6.17 Audit**

All the purchases exceeding Rs. 50,000/- (Rupees Fifty Thousand only) must be pre-audited through Internal Audit. This will be applicable for direct purchases as well as purchase through Stores and Purchase Section.

## **6.18 Time frame**

The expected time for each of the procurement steps is outlined below. Days refer to 'working days' excluding weekends and holidays.

Calling of quotations by S&P (after the approval of indent; open tender)	< 3 days
Time allowed for the supplier to submit bids weeks	at least 2
Preparation of purchase file	7 days
Submission to Accounts Section for confirmation of budget availability	1 day
Internal Audit (without any observation)	2 days
Approvals from CFA	2 days
Placing order	2 days
100% Payment after delivery, inspection and approval	30 days

Extension of validity of bids is discouraged and must be resorted to in exceptional circumstances with prior permission of the competent authority.

## **7. Payment terms**

### **7.1 Normal transactions**

Normal payment terms for indigenous purchases shall be 100% payment after delivery and inspection and approval of the material by the indenter

subject to a maximum of 30 days. Terms may be changed from item to item with prior approval of the competent financial authority. For small purchases up to 50,000/- of any items 100% payment against delivery and inspection may be made.

## **7.2 Exceptions**

Payment terms against dispatch documents through bank are not allowed as far as possible keeping in view the risk involved. However, this may be allowed for Government Firms.

## **7.3 Inspection report**

After receipt of a satisfactory inspection report (IR), the item details must be entered in appropriate stock and asset register including their full value.

## **7.4 Documents for payment**

The SPS will submit the necessary documents within one week to R&D office for project purchases and to the Accounts Section (AS) for all other purchases for release of payment. The R & D / AS will ensure that the payments due are released within 7 working days directly to the seller.

When payments are sent to sellers directly by the R&D office or the Accounts Section, this information must be sent to the indenter and the Stores and Purchase Section.

On specific request from the indenter the cheque can be given to the indenter for onward transmission to the seller. In such a case the indenter shall be responsible for submission of the receipt in original from the seller to R&D/AS with a copy to S&P.

## **7.5 Advance payment to indigenous suppliers**

Ordinarily, payment for indigenous services rendered or supplies made should be released only after the services have been rendered or supplies made. However, it may become necessary to make advance payments against a purchase order in the following types of cases:

- (i) Advance payment demanded by firms holding extended warranty/maintenance contracts for servicing of Air-Conditioners, computers, and other costly items and equipment.
- (ii) Advance payment demanded by firms against fabrication and turnkey contracts.

Such advance payments should not exceed the following limits:

- (i) Thirty percent of the contract value to private firms;
- (ii) Forty percent of the contract value to a state or Central Government agency or a Public Sector Undertaking;
- (iii) In case of maintenance contract, the amount should not exceed the amount payable for six months under the contract; or
- (iv) 100% in case of extended warranty.

On a request from the indenter, the expenditure sanctioning authority may relax, in consultation with the DR-Stores and Purchase and the Finance Officer, the ceilings (including advance payment for private firms) mentioned above. While making any advance payment, adequate safeguards in the form of Bank Guarantee is essential.

### **7.6 Part payment to suppliers**

Depending on the terms of delivery incorporated in a contract, part payment (or progressive payment) to supplier may be released after it despatches the goods from its premises as laid out in the terms of the contract.

### **7.7 E-payments**

Except in purchases of up to Rs. 50,000/-, e-payment to the supplier's bank account are mandated. Any deviation to the above process will require prior permission of the appropriate cheque signing authority of the Institute/R&D.

## **8 Late delivery and liquidated damages**

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

A penalty of 1% of the delivered price of the delayed goods for each week or part thereof subject to a maximum of 10% of the delivered price is to be incorporated in the contract terms. If the payment terms are 100% against delivery and if there is delay in supplying the material then a demand draft/banker's cheque of penalty amount must be taken from the seller in favour of the Registrar, IISER Mohali. The power to waive or limit penalty will be vested with the original expenditure sanctioning authority.

## **9 Purchase sanction and receipt of items**

The sanction sheet for all purchase orders must be approved by the CFA. These sanction sheets shall be prepared by the R&D office for project related purchases and by SPS for non-project related purchases. The sanction sheet thus prepared along with all associated documents shall be sent for pre-audit to IA prior to approval by the CFA. Based on the approved sanction sheet the purchase order shall be drafted by R&D (for project purchases) and sent to SPS. For all other purchases the order shall be prepared by SPS.

### **9.1 Amendment in the PO**

If for any reason a financial change in the purchase order is required, the request for such a change shall be thoroughly examined by IA and shall be approved by the CFA before the change is issued in the form of an amendment to the original purchase order by the SPS.

### **9.2 Receipt of goods**

All purchases, except below Rs 50,000, shall be made through a purchase order placed on the seller by the SPS of the Institute, who shall be responsible for receipt of goods and the subsequent dispatch of the receipted goods to the purchaser along with copies of IR. The purchaser shall return the IRs within 15 days after recording appropriate comments. Wherever the purchase has been processed through a purchase committee, the purchaser shall ensure that the committee has carried out the inspection of the items prior to submission of the IRs to SPS.

Inspection Reports (I.R.) must be returned to Store Purchase Section duly approved or rejected within fifteen days, otherwise it will be presumed that materials supplied are acceptable to the purchaser and necessary action will be taken for making the payment to the concerned firm.

### **9.3 Clearance**

The SPS shall be responsible for clearance of all consignments at railway stations, sea, airport, and transport centres and safe transportation and storage. Insurance of items shall be done before dispatch either by seller or SPS.

### **9.5 Delivery**

Normally delivery of items purchased shall be done at the SPS. However, in exceptional situations the suppliers may also deliver the items directly to the purchaser in which case the purchaser shall be responsible to



inform the SPS about such delivery, within seven days of receipt of the items.

### **9.6 Short supply**

In the event of any shortage/damage/wrong supply, prompt action will be initiated by SPS to rectify the same. In case the supplier fails to rectify the shortage/damage/wrong supply in a reasonable period of time, the matter shall be referred to the legal cell to recover the full cost paid. SPS shall lodge Insurance claims, and pursue them vigorously to realize the sum insured.

### **9.7 Payment order**

Once the purchase has materialized satisfactorily, the items must be entered in the appropriate stock register of the department/project and in the Asset Register of the Institute, where ever relevant.

The payment order, signing of bills, signing of cheques for the processing of payments and adjustment shall be in accordance with the delegation of powers.

### **9.8 Taxes**

Any increase in the price of item(s) ordered which is directly and entirely attributable to fresh imposition or increase in Government levies and taxes may be allowed subject to furnishing of sufficient valid written proof by the supplier.

### **9.9 Deviations**

The Director may at his/her discretion permit deviations from any of the above provision if he/she is satisfied that such a deviation will be in the interest of the Institute and that the insistence on the above provisions can cause inconvenience and delay.

### **9.10 Audit**

All purchases/Rate Contract Arrangements will be audited by the Internal Audit Section (IA) of the Institute except when an individual purchases is done as per an existing Rate Contract arrangement.

### **9.11 Specifying rates**

The rates should preferably be quoted both in words and figures. All cuttings, overwriting should be duly initialled, failing which the quotation/tender/bid shall be liable to be rejected.

## **10 Duties & Taxes**

Presently the applicable concessional custom duty for educational Institute is 5.15% which is payable for imported items. In case the order is on Ex-works or FOB basis, the Institute may be required to pay freight / insurance charges as per prevailing rate As per the prevailing taxation policy of the Government, VAT/CST shall be payable for all indigenous items. The service tax may be applicable for some services and for Annual Maintenance Contracts (AMCs). The present rate of service tax is 12.36%.

The Institute is partially exempted from paying custom/excise duty for all import and indigenous items, for which an excise/customs duty exemption certificate shall have to be provided by the Institute. Whenever any item is purchased through high sea sale agreement, the concessional custom duty certificate will be issued to the supplier and the amount of custom duty paid by the supplier will be reimbursed by the Institute. However sale tax shall not be paid by the Institute in such purchases.

Any concession on taxes and levies such as excise duty, custom duty and sales tax granted by the State/Central Government in procurement of any item must be availed. SPS shall obtain all such information and apprise all concerned about the applicability of tax/levy rates and charges brought about, if any, from time to time. SPS shall issue the required declaration/certificate to this effect for all purchases on demand and account for all such issues and furnish the required report to the Government Agencies, as and when required.

## **11 Annual Maintenance Contracts**

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

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

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

- o AMC should be from a prospective date. In order to ensure this, the HODs shall be required to initiate action for renewal of AMC at least 90 days before the expiry of previous AMC.
- o In case of renewal, the service report /log book should be sent along with the proposal.
- o In case of any increase in the AMC cost when compared to previous AMC, necessary justification for increase in price may be obtained from the firm and enclosed along with the indent.
- o Advance should be paid, if required, against a secured legal guarantee.

## **12 Purchasing of Import Items**

Generally the procedure outlined in the previous section shall be followed for procurement of items through import. However, the following is especially applicable to imports made by SPS.

**12.1 Remarks:** Any category of stores can be purchased from foreign suppliers subject to restrictions on imports as imposed by the Government of India from time to time.

**12.2 Exemption:** Provision of exemption in customs duty must be availed.

**12.3 Indian agent:** Import should normally be made directly from the foreign principal manufacturers. 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 obtained and must be part of the documents pertaining to the purchase. Any commission of the agency 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 may necessitate payment in foreign currency). Indian agent must be enlisted with a Central Purchase organisation (eg. DGS &D). They are also encouraged to register with the S&P Office of the Institute.

**12.4 Foreign company:** If a foreign company has opened a branch office in India then it can authorize any Indian agent to deal with IISER Mohali.

**12.5 Import unit:** All imports shall be made through the import unit of the SPS. The In-charge import unit shall ensure that the item being imported does not fall under the restricted /negative/banned category.

**12.6 Request for quotation:** Request for quotation for items to be procured through import may be sent through email, in addition to registered post /speed post/courier/fax.

**12.7 Quotations:** Quotations may be accepted by e-mail for amount less than US\$ 2000 or equivalent but it should be duly verified by the indenter.

**12.8 Letter of credit:** Payment for import shall normally be made through a letter of credit. However, payment can also be made by electronic transfer, subject to the restrictions placed by the Reserve Bank of India. The duration of the letter of credit should be mentioned on the sanction sheet.

**12.9 Advance payment:** Advance payment by a foreign currency draft/TT can be made up to a value of US\$ 25,000/- (or equivalent in foreign currency) as notified by RBI. For such payments, the advance payment will be treated as an advance against the purchase until it is adjusted.

**12.10 Terms of shipment:** Terms of shipment should be on FOB price of that country and not CIF, as Institute has hired the services of a Freight Forwarder. However CIF price may be accepted as a special case on case to case basis by ESA depending on the situation.

**12.11 Placing orders:** The In-charge, import unit will be responsible for placing orders, opening/amending extending letters of credit, insurance, clearance and transportation of goods, processing for short shipped/damaged goods.

**12.12 Clearing agents:** Wherever required, the Institute shall avail the services of clearing/ consolidation agents for foreign consignments arriving by air/sea. Such clearing agents shall be hired on the basis of agreed terms or single consignment basis; whichever may be advantageous to the Institute.

**12.13 Stock register:** The In-charge, Import Unit shall maintain a stock register in which all imported items received shall be entered. Delivery of foreign consignment to the purchaser will be made against the signature in this register. All imported items shall be appropriately entered in the departmental Stock Register and Asset Register (if applicable).

**12.14 Inspection reports:** Inspection Reports (I.R.) must be returned to Stores and Purchase Section, duly approved or rejected, within three days, failing which it will not be possible to lodge the claim of damage to the Insurance Company and it will be presumed that materials supplied are acceptable to the indenter.

### **13 Import of items through credit card**

**13.1 Limit** of payment of individual credit card is up to US\$5000 or equivalent as per directives of the RBI. The purchaser must take the approval from the CFA in advance.

**13.2 Ban:** Indenter must ensure through import section if the item is not banned.

**13.3 Declaration:** Indenter should also declare that the item is not for sale or profit, making clear that it is exclusively for professional use.

**13.4 Proprietary nature:** Indenter should ensure that the item is of proprietary nature and only this firm is the manufacturer and the requirement will be fulfilled by this item only.

**13.5 Approval:** Indenter should get approval of CFA before placing the order by credit card and inform import section for recording the amount for onward submission to Ministry Of Science & Technology, Department of Scientific & Industrial Research for registration of exemption of customs duty. A copy of this order is to be sent to the import section.

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

**13.7 Shipping details** should be intimated by the indenter to the Import Section before it is dispatched and shipping should be through Institute authorized Freight Forwarder.

**13.8 Demurrage:** Each and every event development should be intimated to the import section to avoid delay in release leading to demurrages for the material.

### **14 Maintenance of record**

This section describes the records pertaining to stores that must be maintained by the Institute, departments, sections, units so as to facilitate proper stock verification, write-off and revaluation of stores, besides the transfer of stores from one department to another.

**14.1 Record:** The Institute shall maintain a record of all purchases in the NCS category in the Asset Register of the Institute. Each entry must contain the following information: (a) purchase order number and date, (b) brief specification of the item, (c) date of entry in the Asset Register, (d) name of the department, (e) cost and project number (if applicable), (f) location of the asset, (g) custodian of the asset, and (h) unique identification number. The total value of all the assets entered in the Asset Register during the financial year shall indicate the value of the assets to be capitalized in the balance sheet of the corresponding financial year.

The Asset and other Registers referred in the following sections will be in standard format as prescribed by SPS and issued by the SPS office to the respective indenters and Departments.

**14.2 LTAS:** The Institute shall maintain a record of all purchases in the LTAS category in the Limited Time Asset Store Register of the Institute. The total value of all the assets entered in the LTAS register during the financial year shall indicate the value of the limited time assets to be capitalized in the balance sheet of the corresponding financial year.

**14.3 Registers:** Each Department shall maintain the following three separate registers: NCS Stock Register, LTAS Stock Register and Consumables Stock Register. Items in the different categories purchased by the Department shall be entered in the appropriate register.

**14.4 Project consumables register:** Each project shall maintain a project consumables register. All CS items purchased from the project shall be entered in this register. All NCS and LTAS items must be entered in the NCS Stock register or the LTAS Stock register of the concerned department. Project investigators, if they wish, may maintain separate NCS and LTAS stock register for their project, but it is necessary to enter NCS and LTAS items as the case may be in the stock register of the associated department. Each register must have consecutively numbered pages after the certificate page and the index, which shall be at the beginning of the register.

**14.5 Certificate:** The register should have following certificate on the first page:

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

**Date**

**Signature of HOD**

**14.6 Custodian:** SPS shall be the custodian of all Stores, purchase records pertaining to NCS and LTAS items of the Institute (including projects). All original documents related to any such purchase (including inquiries, quotations, reports of purchase committee, sanction sheet, and purchase order) and copies of the invoice/bill, delivery challan, and inspection reports shall remain with SPS after purchase is complete. These records /documents will be maintained for such periods as may be stipulated by Government Financial Rules of the Central Government. After the stipulated period, the record / documents may be destroyed with the specific approval of the Director. Keeping photocopies of all transactions by the indenter is recommended.

**14.7 Annual stock verification:** All HODs/PIs shall appoint a committee to conduct an annual stock verification of all items on the previous stock register of the department/ project at the end of financial year. The committee shall submit a report in the approved format to the HOD/PI for onward transmission to SPS/DORD (for project). The SPS/DORD shall be responsible for issuing a notice for annual stock verification every year.

**14.8 Stores survey and physical stock verification:** Once a year the HODs/PI shall constitute a Stores Survey and Physical Stock Verification committee of not less than three members. This committee shall survey all the NCS and LTAS stores and recommend write-off for NCS items which are not useable and not serviceable and revaluation for LTAS items which have become obsolete. For NCS the committee shall record the reason for recommending write-off. For LTAS the committee shall revalue the LTAS and report all those items which may be considered to be as of no value with reasons recorded. HODs/PI shall forward the report to the Director for approval. This report subsequently shall be sent to SPS for necessary action.

## **15 Transfers of stores**

**15.1 Transfer to a Department:** Transfers of stores within the Institute from one department to another can be done by using the approved format available in the Stores & Purchase Section. For transfer of items whose individual value is greater than Rs. 5,00,000/-, explicit written approval of the Director will be required. The transfer must be duly recorded in the relevant registers of both the departments.

**15.2 Transfer of stores to another Institute:** Transfer of stores from the Institute to another Institute/college/ university/ industry can be done only with the explicit written approval of the Director. For the stores whose book value is greater than Rs.5,00,000/-, the approval of the Finance Committee will be necessary. In case of project purchase, the transfer of stores on specific instructions of the sponsoring agency can be done with the explicit approval of the Director.

**15.3 Stock and Asset registers:** Subsequent to transfer of stores as mentioned above, the appropriate Stock and Asset Registers shall be suitably updated. The value of stores so transferred shall be deducted from the capitalized assets of the Institute as indicated in the balance sheet.

## **16 Records**

*Records of Consumable, Non consumable and LTAS items received through Gifts, donations and samples received by the Institute*

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

## **17 Write off, condemnation and disposal**

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

- a) Wherever possible, the stores/equipment is traded under buy back scheme, so as to reduce the cost impact on the new stores/ equipment.
- b) If the above option is not available, the property and equipment be sold outright with due procedures.



(c) This manual outlines the procedure for write off and disposal of unserviceable materials purchased by Department /Inter-disciplinary programme /Centers /Central facilities/Sections and purchases in projects.

### 17.1 Financial Powers

The following table gives the financial limits for writing off of the unserviceable items/materials with an individual value;

	<b>Competent Authority</b>	<b>Write off material items for disposal with an value of Rs</b>
1	Deputy Director/ Dean: (projects) R&D	Up to Rs. 2,00,000
2	Director	Rs. 2,00,001 - Rs.10 lakhs
3	Board of Governors	Above Rs.10 lakhs

### 17.2 General procedure for writing off unserviceable materials/items

The items to be declared obsolete /surplus/ unserviceable should be examined by a committee at appropriate level to be constituted by the Director/Dy. Director to declare an item of stores as obsolete, surplus or unserviceable and order their disposal. The committee should take into account the prescribed or stipulated life period of the stores. In case, such period is not prescribed /stipulated or it is not over, the committee should examine the conditions of stores and record suitable reasons. If an item has become obsolete/surplus/ unserviceable on account of negligence, fraud or mischief on the part of employee, the same should be brought out clearly.

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

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

An item may be declared obsolete / surplus if it is no longer required by the Departments. Reasons for the same should be recorded.

In case of loss due to negligence fraud or mischief on the part of any employee responsibility should be fixed and losses made good.

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

The condemnation Committee shall submit its recommendations in the prescribed form obtainable from the Stores and Purchase Section after ensuring that items have become unserviceable, obsolete due to wear and tear and are beyond economically viable repair. Separate GFR-17 forms should be filled for items/ equipment from Institute and project accounts as well as for the value below Rs. 2,00,000/- and above Rs. 2,00,000/-respectively. The approving authority is given in Section 17.3.

After approval of the Director on the recommendations of condemnation Committee, Head of the Department / Section shall forward a copy of the Director's approval to the Store Purchase Section for auction.

Actual physical disposal of items which have been written-off will be done only after the Director has approved the recommendations of the write off /condemnation committee.

### **17.3 Write- off/condemnation committee shall consist of:**

- |  |          |
|--|----------|
| i) Head of the Department/ Centre/ Section             | Chairman |
| ii) One Dy. Registrar or equivalent                    | Member   |
| iii) In-charge (S & P), or his nominee                 | Member   |
| vi) In-charge (Internal Audit), or his nominee         | Member   |
| v) Technical expert (Group 'A' rank) or his equivalent | Member   |

### **17.4 Procedure for disposal of materials selected as obsolete, surplus or unserviceable**

Auction Committee shall consist of

- |   |                  |
|---|------------------|
| 1. Deputy Director or his nominee             | Chairman         |
| 2. In-charge (S& P)                           | Member Secretary |
| 3. Dy. Registrar (F&A), or his nominee        | Member           |
| 4. In-charge (Internal Audit), or his nominee | Member           |
| 5. Security Officer or his nominee            | Member           |
| 6. Officer-in-Charge (R&D) or his nominee     | Member           |

### **17.5 Procedure for Auction**

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

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

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

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

The tenders in a sealed cover superscripted "Tenders for unserviceable materials", should be submitted in the second week or last week of the month up to 3.00 PM (in case of holiday, the next working day) and will be opened at 3.30 PM on same day in the presence of Committee members and tenderer who may wish to be present.

The tenders shall be accompanied with earnest money deposit for items/stores, by way of demand draft drawn in favour of the Registrar, IISER Mohali.

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

The tender forms along with the terms and conditions may be obtained from SPS on payment of Rs. 500/- (Rupees Five Hundred only) or can be downloaded free of cost from the website.

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

After depositing the balance amount the party should lift the goods within seven days. If the goods are not removed within the said period, the tenderer shall have no right or claim to the goods and whatever money have been deposited shall be deemed to have been forfeited. The

Institute shall be free to dispose of the goods in any manner as it may deem fit.

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

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

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

For item not covered by the above procedure, special permission of the Director shall be obtained.

The Members Secretary Auction Committee shall arrange for the handing over of unserviceable materials to the successful tenderer after the deposit of the auction money in the cash branch of the Institute.

It has been observed that very negligible value is quoted for items like Computers, Printers, Typewriters and Furniture. It will be, therefore, appropriate, if the preference is given to Institute employees while selling off the above items after taking approval from the Director/Deputy Director. Such internal sale should be widely announced through the relevant mailing lists.

In case of any dispute, the jurisdiction of the matter should invariably remain with the courts situated in Mohali City (Punjab)

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

Any case not covered by the Stores & Purchase manual will be decided by the Director. In case of any dispute, Director shall be the sole arbitrator and his decision will be final and binding on both parties. Guidelines issued by CVC and the Government of India from time shall be approved by the Director for implementation.

## **18 Closure**

- o Waiver of any of the provisions of this manual may be permitted by the Director of the Institute as a special case.
- o The Institute will make a concerted attempt to migrate towards an e-procurement process in all its purchases.
- o The purchase process at a glance is summarized below.

#	Estimated Purchase Value (in Rs.)	Mode of purchase	Initiating process / document	Approved by	Purchase Order approved by	Purchase Order signed by
1	Up to 50,000	Direct (by the ESA)	Written / verbal enquiry	ESA	ESA	ESA
2	50,001 – 2,50,000	Purchase Committee	Market Survey	ESA	ESA	Officer In charge, S&P
3	2,50,001 – 50,00,000	Limited Tender	Formal Enquiry Letter	ESA	ESA	Officer In charge, S&P
4	50,00,001 -	Advertised Tender	Invitation to Bid (ITB) Document	ESA	ESA	Officer In charge, S&P

ESA – Expenditure Sanctioning Authority (Section 4)

S&P – Stores and Purchase

## INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH MOHALI VENDOR/SUPPLIER REGISTRATION FORM

Name of the Firm	:	
Owners Name	:	
Full Postal Address of the firm with landline, mobile number	:	
	Pin	
Goods which you intend to supply	:	(1)Major/(2)Minor/(3)General order
Contact person	:	Name Address Landline; mobile: Email: Website:
	Pin	
Sales Tax Registration ( <i>enclose photo copy</i> )	:	
PAN ( <i>enclosed photo copy</i> )	:	
Shop Act Registration ( <i>enclose photo copy. In case of company-certificate of incorporation. In case of partnership-registered partnership deed</i> )	:	
Excise Registration ( <i>enclose photo copy</i> )	:	

Bank Account Number	:	
Number of years of operation of Bank account as specified in (13)	:	
Principal Manufacturer/Supplier (in case of supplier please enclosed authorization from your Principal)	:	

Major category: Furniture, Chemicals, Glass ware, Electronics, Liveries, Medicines, Scientific Equipment, Stationary, Peripherals, Cartridges, Books, repairs to valuable machinery, tyres, UPS, Computers, printers.

Minor Category: house-keeping goods (such as soaps, mops), repairing jobs (odd jobs), computer accessories like discs, storage devices, water filters, glasses, plates, cups, and electric kettles.

General Order: Other than the Major/Minor

Category once chosen cannot be changed. New line of business/sister concerns should be registered.

(Signature with seal)

Suppliers must print CST/UPTT/TIN number or any other number prescribed by law from time to time on the bills/receipts issued to the Institute. Please enclose the following documents.

1. List of organisations to whom the materials have been supplied.
2. Satisfactory services certificate from at least two organisations.
3. Satisfactory services certificate from at least two officials/faculty of the Institute.

- o DR(S&P) will at his discretion may waive any of the above three documents to be recorded in writing.
- o DR(S&P) at his discretion may include any left out items in the any of the three categories mentioned above. His decision in this regard shall be final and binding.

## CHECK LIST

**(FOR INDEGINOUS PURCHASES)**

S.No.	Particulars	Yes	No.
1.	Whether budget provision is clearly mentioned for budgetary control along with code issued by the Accounts Section?		
2.	Whether indent is approved by competent authority?		
3.	Whether enquiry letter is attached and uploaded on web portal/published in newspaper(if applicable)?		
4.	Whether minimum two weeks had been allowed for the bidders to respond?		
5.	Whether all the quotations  (including all pages and envelopes) had been signed  by the approved purchase committee?		
6.	Whether the Technical Evaluation Committee (TEC) evaluated the specifications as advertised with those submitted by the		

	bidders and presented as a chart?		
7.	Whether the TEC recommendations have been signed by all the members, approved by the HOD and accepted by the expenditure sanctioning authority?		
8.	In case of two bid enquiry-Whether it has been ensured that only those financial bids of the firms who have qualified technically and accepted as enumerated above (7) are only opened?		
9.	In case of two bid enquiry-The firm quoting the lowest price will get the order. Opening of financial bid implies that the firm has qualified technically.		
10.	In case of limited tender all things being equal L1 will get the order. Whether the committee has recommended for L1?		
11.	Negotiations can be held only with L1. Whether Copy of negotiations had been attached with the file?		
12.	Whether the comparative statement has been checked and signed by all the members of the purchase committee and countersigned by the HOD(if he is not a member of the committee)?		
13.	Whether valid authorization in the name of the supplier has been obtained from the manufacturer?		
14.	Whether the quotations is valid for a period of 60 days from the date of closing of the enquiry?		
15.	In case of any relaxation in any of the provisions of S&P manual, explicit relaxation had been obtained from the expenditure sanctioning authority.		

**Signature of the indenter with official seal**

**Date:**

\_\_\_/\_\_\_/20\_\_\_

## CHECK LIST

IN CASE OF IMPORTED ITEMS PURCHASED THROUGH IMPORT SECTION,  
CENTRAL STORES, IISER Mohali: PLEASE ANSWER **YES/NO**

S.No.	Particulars	Yes	No.
1.	Whether budget provision is clearly mentioned for budgetary control along with code issued by the Accounts Section?		
2.	Whether indent is approved by competent authority?		
3.	Whether the quotation has been signed by the Indentor/HOD/Committee members, if any?		

4.	Whether proper justification is given when single offer (quotation) is considered?		
5.	Whether valid authorization letter from Principal supplier in favour of Indian agent is attached?		
6.	Whether agency commission has been specifically mentioned which is to be paid in Indian Currency?		
7.	Whether the guarantee period of equipment has been specified?		
8.	Whether the quotation is valid for 60 days from the date of issue?		
9.	Whether the partial shipment is being contemplated, if so, the same is not acceptable?		
10.	Whether the insurance is being arranged by Institute?- if so, please mention that clause in the enquiry		
11.	Whether quotation is in foreign currency?		

**Signature of the indenter with official seal**

**Date:**

\_\_\_\_/\_\_\_\_/20\_\_\_\_

### PROPRIETARY CERTIFICATE

I hereby certify to the best of my knowledge and belief that the stores indented for are of proprietary nature and are solely manufactured by M/s

---

and the price quoted by the firm is reasonable and the same is a proprietary item.



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

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_

This is against purchase indent no. \_\_\_\_\_ dated \_\_\_\_\_

Indenter Signature

Signatures of the Members of the Departmental Purchase Committee

Head of the Department Signature

With office seal

Date

## Model Enquiry letter for Imports / indigenous purchase for Projects / Institute

To  
M/s :

Sub : Quotation for supply of :

Sir / Madam:

With reference to the subject mentioned above, you are invited to submit the quotation in a sealed cover in order to reach us on or before 3:00 pm on ..... in the proforma quotation enclosed herewith in the form of hard copy / soft copy for your use.

The soft copy of the model quotation can also be downloaded from our website placed at the following link:

Best regards,

Sincerely

Name of the Indenter / PI

Address:

Email:

Telephone:

## Model Quotation for *Indigenous purchase*

(to be signed, dated, and stamped by the bidder on all pages)

Dated:

Dr./Prof./Mr.

Dept./Section

Indian Institute of Science Education and Research Mohali

Sector 81, SAS Nagar

Manauli 140306

Punjab, India

Sub : Quotation for supply of :

Ref : Your enquiry letter no: & date:

Sir / Madam:

With reference to your enquiry letter on the subject mentioned above, the following quotation is hereby submitted for your consideration, in a sealed cover.

### I Supplier Details : Agency / Vendor name: Local Agent:

1. Address :
2. Phone No. :
3. Mobile :
4. Email :
5. Bank A/c No :
6. Bank Name & Add :
7. RTGS / NEFT Code :
8. Registration Details like PAN / VAT / Service TAX:

### II. Description & Costs of Material / Equipment :

Sl No.	Complete description / specification of items required	Model No.	No of Units	Unit Price	Total Amount
1	<i>Default Specs:</i>				
2	<i>Optional Specs (including confirmation if the item(s) is / are proprietary in nature):</i>				
3	<b>Total Cost in INR:</b> <b>a) Free on Rail / Road (up to destination)</b>				

	<b>b) Ex-Works</b>	
4	<b>Transportation charges</b>	
5	Packing & Forwarding charges	
6	Transit Insurance	
7	Other Charge, if any	
8	<b>Taxes</b>	
	<ul style="list-style-type: none"> <li>Excise Duty / Customs Duty, if applicable</li> </ul>	
	<ul style="list-style-type: none"> <li>Sales Tax / CST / VAT</li> <li>Octroi, if applicable</li> <li>Service Tax</li> </ul>	
	<ul style="list-style-type: none"> <li>Other Duties / taxes</li> </ul>	
	<b>Total Value of quotation</b>	

IV. **Terms & Conditions:**

	<b>Particulars</b>	Description
1	Guarantee/Warranty Yrs.	
2	AMC Value per annum	
3	Costs for additional warranty, if any	
4	Number of Preventive Maintenance Service visits per annum	
5	Validity of quotation (Min. 60 days)	
6	Delivery Period	
7	Method of Payment: <b>(a)</b> Wire transfer <b>(b)</b> Cheque <b>(c)</b> DD <b>(d)</b> Other (please specify]	
8	<b>Payment Terms</b>	
	<ul style="list-style-type: none"> <li>90% on delivery &amp; 10% after installation &amp; approval of inspection report.</li> <li>100% on successful installation and inspection report submission</li> <li>Advance payment (up to 100 %) against Bank guarantee (allowed in very rare cases]</li> <li>Any other Conditions</li> </ul>	
9	<b>Any other details</b>	

Encl: Technical Literature / List of past customers of this item(s) with proof

Signature of the authorized person

Date & Seal:

**Invitation to Bid (ITB) Checklist**

*Important: This checklist, along with relevant sections in the ITB document template as indicated below, is to be completed by the Indenter and approved by the Expenditure Sanctioning Authority in all cases of advertised tender enquiry. Both Indenter and Expenditure Sanctioning Authority may please sign and date all pages of this document.*

**Tender for:**  
 .....

**M = Mandatory, M\* = Mandatory, if applicable**

<b>S. No.</b>	<b>Description</b>	<b>Details</b> <i>(to be completed by the Indenter and approved by the Expenditure Sanctioning Authority)</i>
1M	Tender Terms & Conditions and Technical Specifications	<b>Section II (last column only) and Section III C</b> of ITB document to be completed and signed by the indenter and expenditure sanctioning authority
2M	Price bid format	<b>Section IV</b> (columns B and D only) of ITB document to be completed and signed by the indenter and expenditure sanctioning authority
3M	Bid closing date and time (minimum two weeks)	
4M	Criteria for bid evaluation <i>(This may include financial turnover, past experience, company profile, no. and profile of existing clients, resource capabilities, products &amp; services offered meet the required technical</i>	
5M*	Performance Security required	Yes / No
6M*	If Yes, Performance Security amount	

7M*	Recommended Suppliers <i>(recommended suppliers shall be specifically alerted about this tender, in addition to S&amp;P unit widely advertising the tender in the newspapers and on the web)</i>	
8M	Payment Terms	
9M	Estimated purchase value with detailed breakdown & basis for same	
10M	Budget availability & Source of Funds	Yes / No e.g. Plan / Non-Plan / Project / Endowment.
11M	Complete Budget Head to be charged	
12M	Details of tender for similar items floated earlier, if available	
13M	Replacement /Additional purchase  (in case of replacement, attach duly completed disposal form)	
14M	Does the proposed purchase have a service component?	Yes / No
a)	Proposed KPIs for service component	
b)	Proposed penalties for deficiency in proposed services (not meeting KPIs)	
15M	Propose name/s and designation of user representatives for the Tender Evaluation Committee (TEC)	

16M	Name(s) and editions(s) of national dailies where Invitation to Bid (ITB) is to be announced	
17M	Name, Designation & PF No. of proposed Consignee  <i>(staff who will receive the goods &amp; services and certify that vendor has met all contractual obligations)</i>	To be nominated by Officer In charge (S&P)
	<b>Requesting Faculty / Officer (Indenter)</b>	<b>Expenditure Sanctioning Authority</b>
Signature and Date		
Name		
Designation		
PF No.		
Department / Section		
Phone and Mobile		
Email		

Text Colour used in this document	For the specific attention of :
Red	Indenter
Green	Bidders
Plum	S&P unit

**BIDDING DOCUMENTS FOR**  
**[TENDER NAME]**  
**TO: INDIAN INSTITUTE OF SCIENCE EDUCATION**  
**AND RESEARCH MOHALI**  
**INVITATION TO BID No. [TENDER NUMBER]**  
**[MONTH, YEAR]**





Date:

## **Invitation to Bid No. (Tender No.)**

### **(TENDER TITLE / SUBJECT) TO INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH MOHALI**

---

The Indian Institute of Science Education and Research Mohali (“IISER MOHALI”) invites Bids (“Bids”) from eligible, qualified and capable companies for the supply and delivery of **(Description of Goods & Services)** (“the Goods”) and provision of associated services (“Associated Services”) according to the requirements as defined in the bidding documents (“the Bidding Documents”).

The Bidding Documents include:

- Section I: Instructions to Bidders
- Section II: Bidding Data Sheet
- Section III: Technical Bid Forms
- Section IV: Price Bid Form
- Section V: Commercial Terms and Conditions
- Section VI: Performance Guarantee Template

The Goods shall be supplied on the basis of a **one-off supply / in instalments / or for the duration of the contract**. IISER MOHALI does not guarantee any minimum level of business and IISER MOHALI shall be under no obligation to buy any or all of the Goods and Associated Services exclusively from the selected contractor.

Bids must be delivered to in accordance to Article 19.1b. Closing date for the bids is **(date and time)**:

Unless otherwise specified, bids sent by e-mail and facsimile *will not* be accepted.

The Bid prices shall be quoted in **<currency>**. The Contract(s) under consideration shall be entered into with IISER MOHALI. The Goods shall be delivered, as relevant, to a place of delivery to be specified by IISER MOHALI. Bidders should include in their Bid prices any and all costs associated in respect to the place of delivery, including but not limited to the delivery, unloading, insurance, storage, assistance in the actual customs clearance process, and loading of relevant cargo.

IISER MOHALI reserves the right to accept or reject any Bid, and to annul, in whole or in part, or to suspend the bidding process and reject all Bids at any time and without reason prior to award, without thereby incurring any liability to the affected Bidder or Bidders.

The complete set of Bidding Documents can also be downloaded from **<URL address>** - applicable for limited as well as advertised tender enquiries.

For those companies having obtained the Bidding Documents, we would appreciate a prompt fax/ e-mail acknowledging your receipt of this ITB. Should you choose not to submit a Bid, we would also appreciate a brief written notice to that effect and where practicable the return of materials forwarded to you with this letter.

Please address your queries or questions in writing at the address given below and kindly refrain from any telephone calls or personal visits.

Assistant Registrar (Stores)

IISER Mohali

Sector 81, SAS Nagar

Manauli 140306

India

Tel: **(91) 172xxxx**, Fax: **(91) 172xxx**. Email: [stores@iisermohali.ac.in](mailto:stores@iisermohali.ac.in)

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# SECTION I - INSTRUCTIONS TO BIDDERS (ITB)

**Notes to Bidders:** This section provides detailed information necessary for Bidders to prepare their Bids, in accordance with the requirements specified by IISER MOHALI. It also provides information on Bid submission, opening, and evaluation, and on the award of contract. Bidders should read these Instructions to Bidders in conjunction with Section II, Bidding Data Sheet, of the Bidding Documents. These Instructions to Bidders will not be part of the Contract.

## 1. SCOPE

1.1 The entity of IISER MOHALI specified in the cover note to these Bidding Documents invites Bids for the procurement of Goods and Associated Services as described in the Bidding Documents.

## 2. ELIGIBILITY OF BIDDERS

2.1 This bidding is open to all eligible companies as defined in ITB Article 2.

2.2 IISER MOHALI may, in its sole unfettered discretion, disqualify or otherwise determine ineligible any potential Bidder that IISER MOHALI believes is, has been or will be, whether directly or indirectly, engaged in criminal or any other unethical behaviour, financially unsound, or otherwise unfit in IISER MOHALI's opinion to participate in the bidding exercise. This provision shall also be a condition precedent to, and continuing condition of, any Contract between IISER MOHALI and a successful Bidder.

2.3 A Bidder shall not be eligible to participate in this bidding or in the performance of the contract under consideration if such Bidder, or any employee, executive, manager or director thereof:

- participated in the preparation of the concerned procurement notice or Bidding Documents, or any part thereof, being subsequently used by the IISER MOHALI; or
- received assistance in the preparation of its Bid or request to participate from a person or company who or that participated in the preparation of the concerned procurement notice or Bidding Documents, or any part thereof.

2.4 In its Bid, the Bidder shall indicate the origin of the Goods proposed.

2.5 Unless otherwise specified in Section II, Bidding Data Sheet, the Bidder must present the

certificates of origin for all Goods required for the provisional acceptance or upon presentation of the invoice. The option chosen shall be specified in the Contract / Purchase Order.

2.6 A Bidder shall not be eligible to participate in this bidding or in the performance of the contract under consideration if such Bidder:

- is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- has been convicted of an offense concerning its professional conduct by a judgement which has the force of res judicata;
- has been subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the financial interests of IISER MOHALI;
- is guilty of misrepresentation in supplying the information required as a condition of participation in this bidding exercise or fail to supply this information;
- is subject to a conflict of interest.

## 3. IISER MOHALI PRIVILEGES AND IMMUNITIES

3.1 Nothing in or relating to the Bidding Documents shall be deemed a waiver, expressed or implied, of any of the privileges and immunities of IISER MOHALI.

## 4. ETHICS

4.1 In accordance with general IISER MOHALI procurement principles, it is a requirement of IISER MOHALI that Bidders, or any executive, manager or director thereof, observe the highest standards of ethics during each phase of any procurement and

execution of contracts. IISER MOHALI defines for this purpose:

- ‘coercive practice’ means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement or affect the execution of a contract;
- ‘collusive practice’ means a scheme or arrangement between two or more Bidders, designed to establish bid prices or other terms at artificial, non-competitive levels;
- ‘corrupt practice’ means the offering, giving, receiving, or soliciting, directly or indirectly, of any thing, of value to influence the action of any IISER MOHALI official or any other person involved in any procurement or in contract execution;
- ‘fraudulent practice’ means a misrepresentation or omission of facts in order to influence a procurement or the execution of a contract.

4.2 In pursuance of this requirement, IISER MOHALI will:

- Reject a Bid if it determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract;
- Terminate a contract if it determines that the contractor has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, and in executing, the contract;
- Declare the Bidder ineligible, either indefinitely or for a stated period of time, from being awarded any contract by IISER MOHALI if it at any time determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, the contract.

## **5. BIDDER’S RESPONSIBILITIES**

5.1 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a Bid substantially responsive to the Bidding Documents in every respect will be at the Bidder’s risk and may result in the rejection of its Bid.

5.2 The Bidder shall bear all costs associated with the preparation and submission of its Bid, including costs relating to contract award, and IISER MOHALI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

5.3 Bidders must familiarize themselves with local conditions and take them into account in preparing their Bids. To obtain information on the assignment, technical requirements, and on the local conditions, Bidders are encouraged to attend, at their own cost and risk, a pre-bid meeting/-site visit, if one is specified in the Bidding Data Sheet. Attending the pre-bid meeting/on-site visit is optional.

## **6. ONE BID PER BIDDER**

6.1 Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a sub-contractor) shall cause all Bids with the Bidder’s participation to be disqualified.

## **7. LANGUAGE OF BID**

7.1 Unless another governing language is specified in Section II, Bidding Data Sheet, the governing language in respect to the Bid prepared by the Bidder as well as all correspondence and documents relating to the Bid exchanged between the Bidder and IISER MOHALI shall be English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in the governing language, in which case, for purposes of interpretation of the Bid, the translation shall govern.

## **8. CLARIFICATION OF BIDDING DOCUMENTS**

8.1 Any prospective Bidder requesting any clarification on any contents in the Bidding Documents may notify the contact person of IISER MOHALI stated in the cover note to these Bidding Documents in writing.

8.2 IISER MOHALI will issue a clarification note in respect to any, in the opinion of IISER

MOHALI, reasonable request for clarification on the contents in the Bidding Documents, which it receives no later than seven (7) calendar days prior to the deadline for the receipt of Bids.

8.3 Such clarification note, containing IISER MOHALI's response and a description of the contents of the query but without identifying the source thereof, shall be uploaded under the relevant procurement notice on the IISER MOHALI's web-site at [www.iisermohali.ac.in](http://www.iisermohali.ac.in) under public notice. \_

## **9. AMENDMENTS TO BIDDING DOCUMENTS**

9.1 At any time prior to the deadline for the receipt of Bids, IISER MOHALI may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by amendment which will be published under the relevant procurement notice on IISER MOHALI's web-site at [www.iisermohali.ac.in](http://www.iisermohali.ac.in) under public notice. \_

9.2 All prospective Bidders are advised to regularly visit the IISER MOHALI web-site to view any amendment made to the Bidding Documents. **The amendments issued pursuant to ITB Articles 8.3 and 9.1 will be binding on the Bidders.** IISER MOHALI will assume neither responsibility nor liability for the Bidder's non-familiarity with any amendment issued pursuant to any provision herein.

9.3 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, IISER MOHALI may extend the deadline for the receipt of Bids.

## **10. DOCUMENTS COMPRISING THE BID**

10.1 The Bid prepared by the Bidder shall comprise the Forms contained in Section III - Technical Bid Forms, Section IV - Price Bid Form and Section V - Commercial Terms and Conditions, duly completed and signed by the Bidder and any other documents and/or information specified in the Bidding Data Sheet.

## **11. ALTERNATIVE BIDS**

11.1 Unless otherwise specified in Section II, Bidding Data Sheet, alternative Bids shall not be considered.

## **12. BID PRICES**

12.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total Bid Price of the offered goods.

12.2 The Bidder's separation of price components will be solely for the purpose of facilitating the comparison of Bids by IISER MOHALI and will not in any way limit IISER MOHALI's right to contract on any of the terms offered.

12.3 All non-exempt duties, taxes, and other levies payable by the Contractor under the Contract / Purchase Order, or for any other cause shall be included in the rates, prices, and total Bid price submitted by the Bidder.

## **13. BID CURRENCY**

13.1 Unless otherwise specified in Section II, Bidding Data Sheet, the unit rates and prices shall be quoted by the Bidder entirely in INR

## **14. BIDDER'S QUALIFICATION**

14.1 Pursuant to ITB Article 10, the Bidder shall furnish, as part of its Bid, the Qualification Information Form and other relevant documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its Bid is accepted.

14.2 The Bidder shall furnish as part of its Bid the documentary evidence establishing to IISER MOHALI's satisfaction the Bidder's conformity with qualifications and eligibility requirements specified in the Bidding Documents. Such documentary evidence shall establish that:

(a) in the case of a Bidder offering to supply the Goods under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the Goods' Manufacturer or producer to supply such goods;

(b) the Bidder has the financial, technical, and production capability necessary to perform the Contract;

(c) in the case of a Bidder not doing business within the country where the Goods will be delivered, the Bidder is or will be (if awarded the Contract) represented by an agent in such country equipped and able to carry out the Contractor's maintenance, repair, and spare parts-stocking obligations.

## **15. CONFORMITY OF GOODS**

15.1 Pursuant to ITB Article 10, the Bidder shall furnish, as part of its Bid, the Bid Forms and other relevant documents establishing that its offered goods and associated services conform to the Bidding Documents.

15.2 The documentary evidence of conformity of the offered goods and associated services to the Bidding Documents may be in the form of literature,



drawings, printed materials, and data, and may include but not be limited to:

(a) an item-by-item commentary establishing that the goods and services offered by the Bidder conform with the prescribed Technical Specifications and Schedule of Requirements, Section IV, demonstrating their substantial responsiveness, or a statement of deviations and exceptions to the provisions of the Technical Specifications and Schedule of Requirements;

(b) as necessary, a detailed description of the essential technical and performance characteristics of the offered goods and associated services, including but not limited to information on available sources special tools, after-sales services etc as may be specified in Section IV, Technical Specifications and Schedule of Requirements.

15.3 Section IV, Technical Specifications and Requirements, contain the minimum technical specifications and requirements prescribed by IISER MOHALI. For the purpose of the commentary and description required by this ITB Article 15, the Bidder shall confirm that the technical specifications and standards of its offered goods and associated services, as a minimum, comply with the requirements of the Bidding Documents. The Bidder may offer goods and associated services with other standards, brand names, catalogue/product numbers, provided that it demonstrates, to IISER MOHALI's satisfaction, that such offered goods and associated services ensure substantial responsiveness to the requirements specified in the Bidding Documents.

## **16. PERIOD OF VALIDITY OF BIDS**

16.1 Unless otherwise specified in Section II, Bidding Data Sheet, bids shall remain valid for a period of 60 days after the deadline for the receipt of Bids. A Bid valid for a shorter period shall be rejected by IISER MOHALI as non-responsive.

16.2 In exceptional circumstances, IISER MOHALI may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid Security provided under ITB Article 17 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will not be required nor permitted to modify its Bid.

## **17. BID SECURITY**

17.1 If specified in Section II, Bidding Data Sheet, the Bidder shall furnish, as part of its Bid, a Bid Security in the amount specified in Section II, Bidding Data Sheet.

17.2 The Bid Security is required to protect IISER MOHALI against the risk of Bidder's conduct,

which would warrant the Bid Security's forfeiture, pursuant to ITB Article 17.7.

17.3 If provided therefore under ITB Article 17.1, the Bid Security shall be denominated in INR and shall be in the form of a bank draft drawn in favour of "IISER Mohali".

17.4 Any Bid not secured in accordance with ITB Articles 17.1 and 17.3 will be rejected by IISER MOHALI as non-responsive, pursuant to ITB Article 26.4.

17.5 Unsuccessful Bidders' Bid Securities will be discharged or returned as promptly as possible, but not later than thirty (30) calendar days after the date of expiration of the bid validity period prescribed by IISER MOHALI pursuant to ITB Article 16.

17.6 The successful Bidder's Bid Security will be discharged upon such Bidder signing the Contract / accepting the Purchase Order and furnishing the Performance Security, if applicable, pursuant to ITB Articles 33 and 34.

17.7 The Bid Security may be forfeited:

(a) if IISER MOHALI determines, on the basis of objectively verifiable evidence, that such Bidder has provided materially false or misleading information to IISER MOHALI;

(b) if a Bidder (i) withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Submission Form, or (ii) does not accept the correction of errors pursuant to ITB Article 26.2; or

(c) in the case of a successful Bidder, if the Bidder fails or refuses (i) to sign the Contract in accordance with ITB Article 34.2; or (ii) to furnish a Performance Security in accordance with ITB Article 35.

## **18. FORMAT AND SIGNING OF BID**

18.1 The Bidder shall prepare an original and the number of copies of the Bid indicated in Section II, Bidding Data Sheet, clearly marking each "ORIGINAL" and "COPY", as appropriate. In the event of any discrepancy between them, the original shall govern.

18.2 The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.

18.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialled by the person or persons signing the Bid.

## **19. SUBMISSION, SEALING AND MARKING OF BIDS**

19.1 Bidders may always submit their Bids by mail or by hand. When so specified in Section II,

Bidding Data Sheet, Bidders shall have the option of submitting their Bids electronically and/or by facsimile. Bidders submitting their Bids by email or facsimile shall follow the procedures specified in Section II, Bidding Data Sheet. Bids must be properly secured and sealed. The bidders shall submit the completed Section III - Technical Bid Forms (comprising *inter-alia* the specification of the products / services being offered, past experience of similar supplies, financial turnover, profile of their firm, and, all other information and / or evidence, *except price*, asked for by IISER MOHALI in the Section II, Bidding Data Sheet. Any deviations from the commercial (delivery, payment etc) terms set out in the ITB shall also be brought out by the bidder in the Technical Bid. In addition, the bidders shall also sign and stamp each page of Section V – Commercial Terms and Conditions, as confirmation of their acceptance to the terms and conditions contained therein and submit it along with the completed Technical Bid Forms in a separate envelope clearly marked “**Technical Bid**”.

19.1a The Section IV - Price Bid Form shall contain the pricing terms corresponding to the Technical Bid and shall be submitted in a separate sealed envelope clearly marked “**Price Bid**”.

19.1b Bidders may deposit their Bids (both Technical Bid and Price Bid, in two separate sealed envelopes, marking envelope as Technical Bid and Price Bid respectively and then put these two envelopes in one big envelope marked with the tender number and closing date) in the tender box.

The envelope addressed to:

Tender Title:

Tender Number:

*Assistant Registrar (Stores)  
IISER Mohali Tender Box  
Ground Floor – Academic Block I  
Sector 81, SAS Nagar, Manauli 140306*

19.1c Indian Bids will only be received at the location nominated above.

19.2 The inner and outer envelopes shall:

(a) be addressed to IISER MOHALI at the address indicated in 19.1 above.

(b) bear the IISER MOHALI Bidding Reference Number and Title indicated in the cover note to these Bidding Documents, and a statement: “**DO NOT OPEN BEFORE**”, to be completed with the deadline for the receipt of Bids pursuant to ITB Article 20.

19.3 All inner and outer envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared “late” or the Bid is validly withdrawn by the Bidder.

19.4 If the outer envelope is not sealed and marked as required by ITB Article 19.2, IISER MOHALI will assume no responsibility for the misplacement or premature opening of the Bid.

## **20. DEADLINE FOR THE RECEIPT OF BIDS**

20.1 Bids must be received by IISER MOHALI at the address and no later than the time and date specified in the cover note to the Bidding Documents.

20.2 IISER MOHALI may, at its discretion, extend the deadline for the receipt of Bids by amending the Bidding Documents in accordance with ITB Article 9, in which case all rights and obligations of IISER MOHALI and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

## **21. LATE BIDS**

21.1 Any Bid received by IISER MOHALI after the deadline for receipt of Bids prescribed by IISER MOHALI pursuant to ITB Article 20 will be rejected and returned unopened to the Bidder.

## **22. WITHDRAWAL, MODIFICATION AND SUBSTITUTION OF BIDS**

22.1 The Bidder may withdraw, modify or substitute its Bid after the Bid’s submission, provided that written notice of the withdrawal, modification or substitution is received by IISER MOHALI prior to the deadline prescribed for the receipt of Bids.

22.2 The Bidder’s withdrawal, modification or substitution notice shall be prepared, sealed, marked, and delivered in accordance with the provisions of ITB Article 19, with the outer and inner envelopes additionally marked “**WITHDRAWAL**”, “**MODIFICATION**” or “**SUBSTITUTION**,” as appropriate.

22.3 No Bid may be substituted or modified after the deadline for receipt of Bids.

22.4 No Bid may be withdrawn in the interval between the deadline for receipt of Bids and the expiration of the period of Bid validity specified in the cover note of these Bidding documents, or as extended pursuant to ITB Article 20.2. Withdrawal of a Bid during this interval may result in the Bidder’s forfeiture of its Bid Security, pursuant to ITB Article 17.7 (b).

## **23. OPENING OF BIDS**

23.1 In general, the IISER MOHALI Bid Opening Board will open all Bids in the presence of the Bidders choosing to present themselves at Bid Opening. IISER MOHALI will open all Bids, including modifications and substitutions pursuant to

ITB Article 22, in the presence of Bidders' representatives who choose to attend, at the time, on the date, and at the place specified in Section II, Bidding Data Sheet. Any specific opening procedures required if submission of Bids by email and/or by facsimile is permitted in accordance with ITB Article 19.1 shall be as specified in Section II, Bidding Data Sheet. The Bidders' representatives who are present shall sign a register evidencing their attendance.

23.2 First, envelopes marked "**WITHDRAWAL**" shall be opened and read out. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Article 22.1 shall not be opened and shall be returned unopened. Next, envelopes marked "**SUBSTITUTION**" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. Envelopes marked "**MODIFICATION**" shall be opened and read out with the corresponding Bid. Only envelopes that are opened and read out at Bid opening shall be considered further.

23.3 All other envelopes shall be opened one at a time, reading out: The Bidders' names, Bid prices, (in the case of Price Bid opening) discounts, and the presence or absence of requisite Bid Security and such other details as IISER MOHALI, at its discretion, may consider appropriate, will be announced at the Bid Opening. No Bid shall be rejected at the Bid Opening, except for late Bids, which shall be returned unopened to the Bidder pursuant to ITB Article 21.

23.4 The Bids (including modifications and substitutions sent pursuant to ITB Article 19.2) that are not opened and read out at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances.

## 24. CONFIDENTIALITY

24.1 If any Bidder wishes to contact IISER MOHALI on any matter related to its Bid, it should do so in writing.

24.2 Any effort by a Bidder to influence IISER MOHALI in its decisions on Bid evaluation, Bid comparison, or Contract Award may result in the rejection of the Bidder's Bid.

## 25. CLARIFICATION OF BIDS

25.1 During evaluation of the Bids, IISER MOHALI may ask any Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Bid shall be sought, offered, or permitted. Failure by any Bidder to timely and duly respond to a request for clarification may result in the rejection of its Bid.

## 26. PRELIMINARY EXAMINATION

26.1 IISER MOHALI will examine the Bids to determine whether they are complete, whether any computational or arithmetical errors have been made, whether a Bid Security, if required, has been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.

26.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected unless in the opinion of IISER MOHALI there is an obviously gross misplacement of the decimal point in the unit price, in which case the line item total as quoted will govern, and the unit rate will be corrected. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. The amount stated in the Bid will be adjusted by IISER MOHALI in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with ITB Article 17.7.

26.3 IISER MOHALI may waive any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

26.4 Prior to the detailed evaluation, IISER MOHALI will determine the substantial responsiveness of each Bid to the Bidding Documents. For purposes of these articles, a substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security, will be deemed to be a material deviation.

26.5 If a Bid is not substantially responsive, it will be rejected by IISER MOHALI and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

## 27. CURRENCY FOR BID EVALUATION

27.1 Unless otherwise specified in accordance with ITB Article 13.1, Bids shall be evaluated as quoted in the currency of the F\$. In the event, (i) IISER MOHALI has permitted Bids in currencies other than the INR, and (ii) valid Bids have been received containing several currency options, the exchange rate to be applied by IISER MOHALI shall be the rate of exchange it follows on the date of opening of the Price Bids.

## **28. EVALUATION AND COMPARISON OF BIDS**

28.1 IISER MOHALI will first evaluate and compare Technical Bids, which have been determined to be substantially responsive, pursuant to ITB Article 26.

28.2 IISER MOHALI will then compare the quoted Bid prices of the technically compliant bids.

28.3 IISER MOHALI's evaluation of a Bid may take into account, in addition to the Bid price, other factors as specified in Section II, Bidding Data Sheet.

28.4 The lowest or any tender will not necessarily be accepted.

28.5 IISER MOHALI reserves the right to conduct post tender negotiations with one or more selected Bidders regarding any aspect of the contract. **Bidders may be obliged to establish reasonableness of their quote notwithstanding that their quote is the most competitive of all the bids received. This may require bidders sharing with the IISER MOHALI evaluation committee copy(ies) of invoices raised on other customers, comparable to IISER MOHALI in size and scope of purchase, for the goods / services under consideration in this tender.**

28.6 Bidders will be responsible for all costs associated with the attendance of their company officers as may be required during the tender assessment phase for the purpose of discussion or negotiations with IISER MOHALI.

## **29. AWARD CRITERIA**

29.1 Subject to ITB Articles 34 and 35, IISER MOHALI will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined to be the lowest evaluated Bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

## **30. IISER MOHALI'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD**

30.1 IISER MOHALI reserves the right at the time of award to increase or decrease the quantity of Goods originally specified in the Bidding Documents without any change in unit price or other terms and conditions.

## **31. IISER MOHALI'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

31.1 IISER MOHALI reserves the right to accept or reject any Bid, and to annul, in whole or in part, or

to suspend the Bidding process and reject all Bids at any time and without reason prior to award, without thereby incurring any liability to the affected Bidder or Bidders.

## **32. NOTIFICATION OF AWARD**

32.1 Prior to the expiration of the period of Bid Validity, IISER MOHALI will notify the successful Bidder in writing, e.g. by facsimile or registered letter, that its Bid has been accepted.

## **33. LETTER OF INTENT**

33.1 At the same time as or after IISER MOHALI notifies the successful Bidder that its Bid has been accepted, IISER MOHALI will send the successful Bidder two original signed and stamped sets of the Letter of Intent (LOI).

33.2 Upon receipt by IISER MOHALI of one original set of signed and stamped LOI and the furnishing of a Performance Security (if one is required), in form and content acceptable to IISER MOHALI in accordance with ITB Article 34.1, IISER MOHALI shall notify the unsuccessful Bidders, and shall promptly discharge the Bid Securities, if any, of the winning Bidder and the unsuccessful Bidders, in accordance with ITB Article 17.

## **34. PERFORMANCE SECURITY**

34.1 Within seven (7) calendar days of the date of notification of award by IISER MOHALI, the successful Bidder shall furnish a Performance Security in an amount, form and format as provided for in the Section II, Bidding Data Sheet.

34.2 Failure of the successful Bidder to comply with the requirement of ITB Article 34.1 and ITB Article 33.2 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event IISER MOHALI may make the award to the next lowest evaluated Bidder or call for new Bids.

## **35. PURCHASE ORDER**

35.1 IISER MOHALI will follow its LOI with a firm Purchase Order on receipt of the required Performance Security.



## Section II - BIDDING DATA SHEET

(to be filled out by the indenter and approved by the expenditure sanctioning authority)

**Note to Indenters and Bidders:** *This Bidding Data Sheet should be read in conjunction with Section I "Instructions to Bidders".*

Instructions to Bidders		Amendment / Modification of Relevant Article in the Instructions to Bidders. <i>(This column is to be filled out by the indenter and approved by the Expenditure Sanctioning Authority. Some default responses have been provided for guidance purposes and may be suitably modified based on specific requirements of the proposed tender)</i>
ITB Article	Description	
5.3	Pre-Bid Meeting/ On-Site Visit	A pre-bid meeting/on-site visit <i>(will / will not)</i> be held.
7.1	Governing Language	The language of the Bid and all correspondence and documents exchanged between the Bidder and IISER MOHALI shall be <i>(English)</i> .
10.1	Other Documents Comprising the Bid	In addition to the mandatory documents comprising the Bids as stated in ITB Article 10.1, the following additional mandatory documents are required:
11.1	Alternative Bids	Alternative Bids <i>(will / will not be)</i> considered.
13.1	Bid Currency	The Bid currency is <i>(INR) / (currency of country of origin) / (flexible)</i> .
16.1	Bid Validity Period	The Bid validity period is <i>[ninety (90)]</i> calendar days.
17.1	Bid Security	The Bid Security is required: <i>(Yes / No)</i>  Amount of Bid Security: <i>(specify)</i>
18.1	Number of Copies of Bid	The number of copies of the Bid is: <i>(One)</i>
19.1	Submission of Bids by Email and/or Facsimile	Bidders may submit their Bids by e-mail and facsimile: <i>No</i>
23.1	Bid Opening	Bids will be opened in the presence of bidders who choose to present themselves at bid opening: <i>Yes</i>
28.3	Criteria for Bid Evaluation	Criteria for Bid evaluation:  <i>Lowest evaluated Bid price from amongst substantially responsive and technically compliant bids.</i>
34.1	Performance Security	The Performance Security is required: <i>(Yes / No)</i>  Amount of Performance Security: <i>(specify)</i>

## Section III – TECHNICAL BID FORMS

**Note to Bidders:** It is mandatory that the Bidder duly completes and signs the Bid Submission Form and other forms contained in this Section.

### SECTION III - A BID SUBMISSION FORM

Date [*Bidder to insert date*]

Bidding Reference No (

)

To: Indian Institute of Science Education and Research Mohali

Having examined the Bidding Documents No (**Tender No.**) and any addenda thereof, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver (**Description of goods and services**), in conformity with the said Bidding Documents for the price(s) quoted in the Price Schedule separately attached herewith and made part of this Bid.

We agree to abide by this Bid for the Bid Validity Period specified in the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We accept and agree that the terms and conditions of Contract contained in the Bidding Documents will apply to any contract resulting from this bidding exercise.

We represent and warrant that we are not participating, as Bidders, in more than one Bid in this Bidding process.

We understand that you are not bound to accept the lowest or any Bid you may receive.

We certify and confirm that we comply with the eligibility requirements stated in ITB Article 2 of the Bidding Documents.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Date:

**SECTION III - B QUALIFICATION INFORMATION FORM**  
**General Information**

1. Name of Bidder and Registration Number (if already registered with IISER MOHALI as a vendor):			
2. Street Address:	Postal Code:	City:	Country:
3. P.O. Box and Mailing Address:			
4. Telephone Number:			
5. Fax Number:			
6. E-mail Address:			
7. www Domain:			
8a. Contact Name:			
8b. Contact Title:			
9. Parent Company, if any (full legal name):			
10. Principal subsidiaries, associates, and/or representative(s), if any and relevant to the Services:			
11. Corporate Seal:			
12. Type of Business:			
13. Year Established:			
14. Number of Staff Employed:			

**Financial Information**

15. For the last three financial years of the Bidder:			
Year	Net Worth (INR; end of period)	Revenues (INR)	Net Profit (INR)

**Experience**

16. Contracts of similar scale/volume during the last three years:				
Customer Name and Contact Details	Value (INR)	Year	Goods Provided	Country

Signature of Bidder:



**Section III C- TECHNICAL SPECIFICATIONS AND SCHEDULE OF REQUIREMENTS (Part of Technical Bid – (To be structured and filled by the indenter and approved by the expenditure sanctioning authority according to the needs of this tender – sample given below)**

#	<b>Technical Specifications/Description (to be filled in by Indenter)</b>	<b>Compliance Remarks (to be filled in by Bidders)</b>  <i>The Bidders are required to specify make/model and put item-by-item commentary on the Technical Specifications demonstrating substantial responsiveness of the Goods to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.</i>
1.	Personal Computer inc. Operating System: <ul style="list-style-type: none"> <li>▪ Intel CORE 2 DUO E6300 1.86 GHz</li> <li>▪ 1 GB RAM</li> <li>▪ 40GB HDD</li> <li>▪ 2 x USB front panel</li> <li>▪ LAN 10/100</li> <li>▪ CD/RW</li> <li>▪ English Keyboard</li> <li>▪ Mouse</li> <li>▪ Operating System: MS Windows xp</li> <li>▪ MS Internet Explorer 6 or higher</li> </ul>	
2.	Monitor: <ul style="list-style-type: none"> <li>▪ LCD Monitor, 17", min. resolution 1024 x 768</li> </ul>	
3.	UPS <ul style="list-style-type: none"> <li>▪ Desktop 800VA</li> </ul>	
4.	Printer Copier Type 1 <ul style="list-style-type: none"> <li>▪ Copying speed of 16 pages per minute (A4 Crosswise)</li> <li>▪ Combined A3 digital copier, printer, scanner, and fax</li> <li>▪ Five-stage cassette capability</li> <li>▪ Network print output</li> <li>▪ Memory capacity - 96 MB.</li> <li>▪ Capable of up to 30,000 A4 copies</li> </ul>	

	per month	
5.	Cartridge for Printer Konica Minolta BH 162	
6.	General operating system	
<b>#</b>	<b>Requirements</b>	<b>Compliance Remarks</b>
		<i>The Bidders are required to put item-by-item commentary demonstrating compliance with or a statement of deviations from the requirements.</i>
	Delivery to the final destination (location) within (days) of the issue of Purchase Order.	
	Standard three year warranty and service for computers available in (location). Guaranteed availability of replacement components for five years.	
	Standard one year warranty and service for printers available in (location).	

Warranty

Terms

---

Number of years of warranty required

Maximum response time needed

---

Any particular brands to be excluded

---

Delivery

schedule

---

Training

requirement

---

Signature of Bidder: \_\_\_\_\_

**SECTION III -DMANUFACTURER'S AUTHORIZATION FORM**

**Note to Bidders:** *If the Bidder is not the Manufacturer of the goods offered, the Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the original letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.*

To: Indian Institute of Science Education and Research Mohali

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the Goods]* having factories at *[address of factory]*.

do hereby authorize *[name and address of the Bidder]* to submit a Bid, and subsequently negotiate and sign the Contract with you against the Invitation to Bid No **(Tender No.)** for the above Goods manufactured by us.

We hereby extend our full guarantee and warranty for the Goods offered by the above Bidder against this Invitation to Bid.

---

*[signature for and on behalf of Manufacturer]*

(TENDER NO.)

**SECTION IV - PRICE BID FORM**

**(NOTE TO BIDDERS: TO BE SUBMITTED IN A SEPARATE SEALED ENVELOPE CLEARLY MARKED 'PRICE BID'. PLEASE REFER TO ARTICLE 12 OF SECTION I OF THIS ITB FOR MORE DETAILS)**

**(NOTE TO INDENTERS: Please fill out columns B and D below and also specify the currency and the place of delivery.)**

#	Item	Unit Price, (Currency) Place of Delivery (specify)	Quantity	Total Price, (Currency) Place of Delivery, (specify)
A.	B.	C.	D.	E = C x D
1.	(specify)		(specify)	
2.	(specify)		(specify)	
3.	(specify)		(specify)	
<b>TOTAL PRICE (in figures)</b>				<b>TOT</b>
<b>TOTAL PRICE (in words)</b> _____				<b>(in</b>
_____				

Country of Origin of proposed Goods: \_\_\_\_\_

Details of Taxes / Duties / Levies / Freight / Insurance and other charges not included in \_\_\_\_\_ the \_\_\_\_\_ above \_\_\_\_\_ table

\_\_\_\_\_  
\_\_\_\_\_

Signature of Bidder: \_\_\_\_\_

## Section V – COMMERCIAL TERMS AND CONDITIONS

### 1. DEFINITIONS

1. These Commercial Terms and Conditions shall constitute the General Conditions of Contract, where no separate contract is signed with the selected Bidder(s), and, the Bidders by putting their signature and stamp on each page of this Section V are binding themselves to these Terms and Conditions. In the Commercial Terms and Conditions as defined below, words and expressions shall have the following meanings assigned to them:

- (a) "Contract" means the agreement of the Parties relating to the procurement of Goods and / or the IISER MOHALI Purchase Order (PO), and all attachments incorporated by reference, which shall form an integral part of the Contract. In the event of any discrepancy, the documents to prevail shall be given precedence in the following order: (i) the Contract (where separately signed), (ii) the IISER MOHALI Purchase Order, (iii) its attachments, and (iv) these Commercial Terms and Conditions;
- (b) "Contractor" means the person or entity named in the 'CONTRACTOR' named field of the IISER MOHALI Purchase Order and any agreed in writing by the IISER MOHALI legal successor(s) in title;
- (c) "Day" means any calendar day;
- (d) "Delivery Date" means the latest possible date by which the Goods shall be delivered by the Contractor to IISER MOHALI, as specified in the 'DELIVERY DATE' named field of the IISER MOHALI Purchase Order;
- (e) "*Force Majeure*" shall mean any unforeseeable exceptional situation or event beyond the Parties' control which prevents either of them from fulfilling any of their obligations under the Contract, was not attributable to error or negligence on their part (or of their partners, contractors, agents or employees), and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making them available, labour disputes, strikes or financial problems cannot be invoked as *Force Majeure* by the defaulting Party. Neither of the Parties shall be held liable for breach of its obligations under the Contract if it is prevented from fulfilling them by *Force Majeure*. The Party invoking *Force Majeure* shall notify the other without delay, stating the nature, likely duration and foreseeable effect, and take any measure to minimise possible damage;
- (f) "Goods" means all of the goods to be supplied to IISER MOHALI by the Contractor under the Contract;
- (g) "IISER MOHALI" means The IISER MOHALI of the South Pacific;
- (h) "IISER MOHALI Purchase Order" means the IISER MOHALI's official Purchase Order document;
- (i) "Party" means the IISER MOHALI or the Contractor and "Parties" means the IISER MOHALI and the Contractor; and

- (j) "Place(s) of Delivery" means the location(s) or place(s) where the Goods are to be delivered, as specified in the 'SHIP TO' named field of the IISER MOHALI Purchase Order.

## **2. CONCLUSION OF THE CONTRACT**

2.1 The Contract is made between the IISER MOHALI and the Contractor. The Contractor is engaged as an independent contractor for the sole purpose of delivering the Goods.

2.2 The Contract shall be concluded upon the Contractor duly following the countersigning procedure as stated in the IISER MOHALI Letter of Intent (LOI).

## **3. FUNDING**

This Contract shall become and remain effective only on the condition that an official Purchase Order is issued by IISER MOHALI following the conclusion of tender exercise. In the event this is not or no longer shall the case, the IISER MOHALI without unreasonable delay notify the Contractor thereof.

Signature of Bidder: \_\_\_\_\_

Any continuation of the Contractor's performance under this Contract after being notified by the IISER MOHALI shall be at the Contractor's risk and expense.

## **4. DELIVERY AND TAKE-OVER OF GOODS**

The Contractor shall deliver the Goods at the Place(s) of Delivery. On behalf of the IISER MOHALI, a duly authorised representative(s), shall take-over the Goods upon delivery. Take-over of the Goods by the IISER MOHALI shall not be deemed acceptance of the Goods by the IISER MOHALI. The time of delivery as specified in the Contract / PO shall be strictly adhered to, and time shall be of the essence.

## **5. QUALITY OF GOODS**

5.1 The Contractor shall deliver Goods that are:

- a) of the quality, quantity and description as required by the Contract / PO; and
- b) free from any right or claim of a third party, including rights based on industrial property or other intellectual property.

5.2 Should the Goods be of the type "homogeneously defined" or disposable, the Contractor shall provide a sample and undertake, certify, and guarantee that all Goods delivered shall be of the same quality and characteristics as the sample(s) provided.

## **6. INSPECTION AND ACCEPTANCE**

6.1 The duly authorised representative(s) of the IISER MOHALI shall have the right, before payment, to inspect the Goods either at the Contractor's stores, during manufacture, at the ports and/or in places of shipment, or at the Place(s) of Delivery. The Contractor shall provide all facilities for such inspection. The IISER MOHALI may issue a written waiver of inspection. Any inspection carried out by representative(s) of the IISER MOHALI or any waiver thereof shall be without prejudice to other provisions of the Contract concerning obligations assumed by the Contractor, including specifications of the Goods.

6.2 Upon delivery and inspection of the Goods, the IISER MOHALI shall inspect the goods as soon as possible and complete the Goods Receiving Document. Should any Goods fail to conform to the technical specifications, codes and standards under the Contract, the IISER MOHALI may reject the Goods. The Contractor shall, at no cost to the IISER MOHALI, replace the rejected Goods or, alternatively, rectify the non-conformity.

6.3 In the case of Goods ordered on the basis of specifications or samples, the IISER MOHALI shall have the right to reject the Goods or any part thereof and terminate the Contract if the Goods do not conform to the specifications and/or samples. Nothing in this clause shall in any way release the Contractor from any warranty or other obligations under the Contract.

## **7. SHIPPING AND INSURANCE**

For overseas orders, shipping arrangements shall be co-ordinated by IISER MOHALI. Original shipping documents including the packing list shall be airmailed by the Contractor to the (Assistant Registrar(Stores), IISER Mohali, Sector 81, SAS Nagar, Manauli 140306, India).

## **8. OBSERVANCE OF LAW AND EXPORT LICENCES**

The Contractor shall comply with all laws, ordinance, rules and regulations bearing upon the performance of its obligations under the terms of the Contract. If an export licence or any other governmental authorisation is required for the Goods, it shall be the obligation of the Contractor to obtain such licence or governmental authorisation. In the event of the Contractor's failure to obtain such licence or authorisation within a reasonable time, IISER MOHALI may immediately terminate the Contract. Where the award procedure or execution of the Contract is vitiated by substantial errors or irregularities or by fraud, IISER MOHALI shall suspend execution of the Contract.

Signature of Bidder: \_\_\_\_\_

Where such errors, irregularities or fraud are attributable to the Contractor, IISER MOHALI may also refuse to make payments or may recover monies already paid, in proportion to the seriousness of the errors, irregularities or fraud. The purpose of suspending the Contract shall be to verify whether presumed substantial errors and irregularities or fraud have actually occurred. If they are not confirmed, execution of the Contract shall resume as soon as possible. A substantial error or irregularity



shall be any infringement of a contract or regulatory provision of India, resulting from an act or an omission that causes or might cause a financial loss.

## **9. PRICE**

The price of the Goods shall be as stated in the Purchase Order and may not be increased.

## **10. PAYMENT**

10.1 Unless otherwise stipulated in the Purchase Order, IISER MOHALI shall make payment within thirty (30) days of the later of:

- (a) successful delivery of the goods to IISER MOHALI as confirmed by (name and designation of IISER MOHALI S&P staff), the consignee, and approved by (indenter's name and designation);
- (b) receipt of customary shipping documents and any other documents specified in the Contract; and
- (c) receipt of the original invoice issued by the Contractor.

10.2 All invoices shall be in original and shall contain the IISER MOHALI Purchase Order number, and a description, the quantities, unit and total price(s) of the Goods delivered. The currency of invoice and payment shall be as specified in the Purchase Order. Unless otherwise authorised by IISER MOHALI, a separate invoice shall be submitted for each shipment under the Contract / PO. Subject to Clause 11 below ('Tax Exemption'), if applicable, the VAT amount shall be separately identified in the invoice.

10.3 Payments shall be made in the currency stated in the Contract / PO, on the basis of the equivalent value of INR on the day of payment and paid directly into the nominated bank account.

10.4 IISER MOHALI shall not pay any charge for late payments.

## **11. TAX EXEMPTION**

The Contractor's price shall reflect any tax exemption to which IISER MOHALI is entitled. If it is subsequently determined that any taxes that have been included in the price are not required to be paid or if, having been paid, any such taxes are subject to refunding, IISER MOHALI shall deduct the amount from the Contract price. Payment of such adjusted amount shall constitute full payment by IISER MOHALI. In the event that any taxing authority refuses to recognize IISER MOHALI's exemption from taxes, the Contractor shall immediately consult with IISER MOHALI to determine a mutually acceptable procedure for settling the applicable amount.

## **12. WARRANTY**

12.1 The Contractor warrants that the Goods furnished under the Contract conform to the technical specifications, description and standards specified in the Contract, and are new and unused, and free from defects in design, workmanship and/or materials.

12.2 The Contractor shall provide a warranty for the Goods for a period of (duration) from the date of acceptance of the Goods by IISER MOHALI, unless the

standard manufacturer's warranty period is longer in which case the longer period shall apply.

12.3 In the case of "homogeneously defined" or disposable goods, should any portion of the Goods, at any time, not comply with clause 5.1 or 5.2 herein or otherwise prove to be defective, the Contractor shall, upon written notification from IISER MOHALI, replace that portion of the Goods and bear all costs associated with the replacement of same.

Signature of Bidder: \_\_\_\_\_

### **13. PACKING**

13.1 The Goods shall be packed and marked in a proper manner and in accordance with the Contract and any statutory requirements and any requirements of the carrier(s). In particular, the Goods shall be marked with the IISER MOHALI Purchase Order number and the net, gross and tare weights, the name of the contents shall be clearly marked on each container and all containers of hazardous goods (and all documents relating thereto) shall bear prominent and adequate warnings.

13.2 The Contractor shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination and the absence of appropriate handling facilities at all points in transit.

13.3 All packaging materials shall be non-returnable.

### **14. DEFAULT AND DAMAGES**

14.1 If due to reasons attributable to the Contractor, the Contractor fails or refuses to:

- (a) deliver any or all of the Goods under the Purchase Order;
- (b) comply with any or all of the terms and conditions set out in the Purchase Order; or
- (c) deliver any or all of the Goods under the Purchase Order on or before the Delivery Date;

IISER MOHALI may hold the Contractor in default under the Purchase Order.

14.2 When the Contractor is thus in default, IISER MOHALI may, by written notice to the Contractor, immediately terminate the Purchase Order in whole or in such part or parts thereof in respect of which the Contractor is in default.

14.3 Alternatively to clause 14 above when the Contractor is thus in default, IISER MOHALI may, at its own discretion, set a reasonable period of time for the Contractor to remedy its default. Any new Delivery Date shall be specified in a written amendment to the Purchase Order, duly countersigned by the Contractor.

14.4 IISER MOHALI may, at its discretion, impose penalties upon the Contractor calculated in accordance with clause 15 for each Day the Contractor is late in delivering the Goods past the Delivery Date initially specified in the Purchase Order.

14.5 If the Contractor does not remedy its default within the period of time accorded under clause 16, IISER MOHALI may, by written notice to the Contractor, terminate the Purchase Order with immediate effect.

14.6 Upon any termination of the Purchase Order, in whole or such part(s) thereof in respect of which the Contractor is in default, IISER MOHALI may engage another contractor to deliver the Goods and recover any difference in price and any additional costs from the Contractor.

14.7 The Contractor shall indemnify IISER MOHALI for all losses, charges, costs and expenses, which IISER MOHALI may suffer or incur as a result the Contractor's default, including those resulting from engaging another contractor pursuant to this clause 14.

## **15. PENALTIES**

If, in accordance with clause 15, IISER MOHALI imposes penalties on the Contractor, such penalties shall amount to **zero point five percent (0.5%)** of the total Purchase Order price for each Day following the initial Delivery Date specified in the Purchase Order but shall not amount to more than **one hundred percent (100%)** of the total Purchase Order value. The penalties for the delay may be deducted by IISER MOHALI from any sum(s) due, or to become due, by IISER MOHALI to the Contractor.

## **16. DELAY NOT ATTRIBUTABLE TO THE CONTRACTOR**

If the Contractor is delayed at any time in the delivery of the Goods or fulfilment of any other of the

Signature of Bidder: \_\_\_\_\_

Contractor's obligations by any act or omission of IISER MOHALI, or by any of its officials, or by any separate contractor(s) contracted by IISER MOHALI, or by changes ordered in the type and/or quantity of the ordered Goods, or the Place(s) of Delivery, or any causes beyond the Contractor's reasonable control, or by any other cause, which IISER MOHALI determines may reasonably justify the delay, the Delivery Date of the Goods, or fulfilment of any other of the Contractor's applicable obligations shall be extended for such reasonable period of time as IISER MOHALI and the Contractor mutually determine. The set reasonable period of time and any amended delivery date shall be specified in a written amendment to the Contract / PO, duly countersigned by the Contractor.

## **17. FORCE MAJEURE**

As soon as possible after the occurrence of any event constituting *Force Majeure*, but no later than three (3) Days, the Contractor shall give notice and full particulars in writing to IISER MOHALI of the *Force Majeure*. If the Contractor is thereby rendered unable, wholly or in part, to meet its obligations under the Contract, IISER MOHALI may terminate the Contract / PO with immediate effect by providing written notice to the Contractor.

## **18 INDEMNITY**

18.1 The Contractor shall indemnify, hold and save harmless and defend at its own expense IISER MOHALI, and all of the foregoing's officials, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including costs and expenses, arising out of acts or omissions of the Contractor or its employees, agents or subcontractors in the performance of the Contract.

18.2 Clause 18 shall include, without limitation, claims and liabilities in the nature of workmen's compensation and claims and liabilities arising out of the use of patented inventions or devices.

## **19. ASSIGNMENT**

19.1 The Contractor shall not assign, transfer, pledge or make other disposition of the Purchase Order or any part thereof or of any of the Contractor's rights, claims or obligations under the Purchase Order except with the express written consent of IISER MOHALI. Any assignment made without such consent shall be void and of no effect.

19.2 The Contractor shall not subcontract any of its obligations under the Contract / PO without the express written consent of IISER MOHALI. IISER MOHALI may require the Contractor to furnish particulars of the proposed subcontract as IISER MOHALI deems necessary.

19.3 IISER MOHALI's approval of any subcontracting shall not relieve the Contractor from any liability or obligation under the Contract. In any subcontract, the Contractor agrees to bind the subcontractor by the same terms and conditions by which the Contractor is bound under the Contract / PO.

## **20. INSOLVENCY AND BANKRUPTCY**

20.1 Should the Contractor become insolvent or should control of the Contractor change by virtue of insolvency, IISER MOHALI may with immediate effect and without prejudice to any other right or remedy available to it, suspend the performance of the Contractor's obligations or terminate the Purchase Order with immediate effect, by providing the Contractor with written notice thereof.

20.2 Should the Contractor be adjudged bankrupt, or should the Contractor make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Contractor's insolvency, IISER MOHALI may, without prejudice to any other right or remedy available to it, terminate the Purchase Order with immediate effect by providing the Contractor with written notice thereof.

## **21. TERMINATION**

21.1 IISER MOHALI shall have the right to terminate the Purchase Order or any of the provisions thereof at any time by serving a **three days'** notice to the Contractor.

Signature of Bidder: \_\_\_\_\_

## **22. WAIVER**

A waiver of any breach of or default under the Contract / PO shall not constitute a waiver of any other breach or default and shall not affect the other terms of the Contract / PO. The rights and remedies provided by the Purchase Order are cumulative and are not exclusive of any other rights or remedies.

## **23. ADVERTISING**

The Contractor shall not advertise or otherwise make public the fact that it is a contractor to IISER MOHALI. The Contractor shall not in any way use the name, emblem, logo, official seal, or any abbreviation of IISER MOHALI.

## **24. DISCRETION AND CONFIDENTIALITY**

The Contractor is required to exercise the utmost discretion in all matters relating to the Contract / Purchase Order. Unless required in connection with the performance of the Purchase Order or expressly authorised in writing by IISER MOHALI, the Contractor shall not disclose at any time to any third party any information which has not been made public and which is known to the Contractor by reason of its association with IISER MOHALI. The Contractor shall not, at any time, use such information to any private advantage. These obligations do not lapse upon any completion, expiration, cancellation or termination of the Contract / PO.

## **25. NOTICES**

Any notice given in connection with the Contract shall be given in English and in writing and shall be deemed to be validly given if sent by registered mail or by fax or by email to the other Party at the following:

- (a) for IISER MOHALI: the contact details set out in the 'IISER MOHALI BUYER' name field of the Purchase Order; and
- (b) for the Contractor: the contact details set out in the 'CONTRACTOR' named field of the IISER MOHALI Contract/Purchase Order.

## **26. STAFF MEMBERS NOT TO BENEFIT**

The Contractor shall not grant to any official of IISER MOHALI any direct or indirect benefit or preferential treatment on the basis of the Purchase Order or the award thereof. Any breach of this provision shall constitute a fundamental breach of the Purchase Order.

## **27. GOVERNING LAW**

The Contract shall be governed by and construed in accordance with the substantive laws of the Republic of India.

## **28. SETTLEMENT OF DISPUTES**

28.1 The Parties shall use their best efforts to negotiate and amicably settle any disputes, controversies or claims arising out of, or in connection with, the Contract / Purchase Order or its interpretation.

28.2 If the Parties fail to settle the dispute amicably within thirty (30) Days of commencement of the negotiations, the dispute shall be settled through arbitration. One (1) sole arbitrator shall be appointed by the Director of IISER MOHALI who shall

have full powers to make final and binding decisions subject to prevailing laws of India. The appointing authority shall be the Director of IISER MOHALI. The place of arbitration shall be Mohali and the language used in the arbitration proceedings shall be English.

Signature of Bidder: \_\_\_\_\_

### **29. PRIVILEGES AND IMMUNITIES**

No provision of the Contract / Purchase Order shall be deemed, or interpreted as, a waiver of the privileges and immunities enjoyed by IISER MOHALI.

### **30. AMENDMENTS**

No modification, amendment or change to the Contract/Purchase Order, or waiver of any of its provisions, or any additional contractual relationship with the Contractor shall be valid unless approved in the form of a written amendment to the Contract/Purchase Order, signed by a fully authorised representative of each Party.

### **31. VALIDITY**

The invalidity in whole or part of any condition of the Contract / Purchase Order or clause thereof shall not affect the validity of the remainder of such condition or clause.

### **32. ENTIRE AGREEMENT**

The Contract / Purchase Order constitute the entire agreement and understanding of the Parties and supersede any previous agreement, whether orally or in writing, between the Parties relating to the subject matter of the Contract.

### **33. GOVERNING LANGUAGE**

The Contract / Purchase Order shall be executed in the English language which shall be the binding and controlling language for all matters relating to the meaning and interpretation of the Contract / Purchase Order.

Signature of Bidder: \_\_\_\_\_

Section VI – PERFORMANCE GUARANTEE – [Sample Template]

**(Where required, the contractor shall issue a performance guarantee through its bank. The recommended format for the performance guarantee is detailed below :)**

**PERFORMANCE GUARANTEE**

To:

The undersigned (BANK NAME) in (ADDRESS DETAILS) taking into consideration:

that (NAME AND ADDRESS OF VENDOR) - hereinafter called “contractors“- have received from yourselves -hereinafter called ‘principals’- an order/ contract for (DETAILS OF PURCHASE ORDER/ CONTRACT), and that the principals require from the contractors a bank guarantee for a sum of (DETAIL AGGREGATE SUM OF BANK GURANTEE) as a security for the due fulfilment by the contractors of their contractual obligations in this respect, declares hereby to guarantee irrevocably and unconditionally up to a maximum amount of \_\_\_\_\_ (DETAIL AGGREGATE SUM OF BANK GURANTEE) the due fulfilment by the contractors of their obligations in this regard, and consequently undertakes to pay to the principals on their first written demand, all that which the principals declare the contractor is due to them in this respect, such with due observance of the above maximum amount.

Our liabilities under this Letter of Guarantee shall be released when (CONTRACTORS DETAILS) have fulfilled the terms and conditions of the Purchase order/contract or on (three months after the CONTRACT END DATE/ PURCHASE ORDER COMPLETION DATE) whichever is earlier, unless further extension be made.

Our guarantee expires upon return of this document to us.

.....

Authorized Signatory of the Bank