

Extract of the Minutes of the 17th meeting of BoG of IIT Indore held on

March 5, 2015 at Board Room, Simrol Campus, IIT Indore.

Item 17.7: To consider and approve the Material Management (Procurement & Distribution) Manual prescribing the guidelines for procurement, distribution and accounting of inventory of Goods and Services.

The Board considered the revised Manual of Material Management, duly recommended by the Finance Committee, which prescribed the modified guidelines for procurement and distribution and accounting of inventory of goods and services. The revised manual is broadly in tune with the guidelines of General Financial Rules (GFR) and IIT Bombay manual.

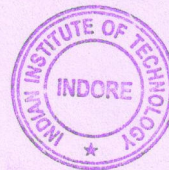
The manual incorporates all the modes of procurement which are in accordance with the delegation of powers already approved by the Board. However, the present manual incorporates additional features such as e-procurement systems, web-based publicity of requirements which can save time and cost, etc., apart from introduction of a few chapters in the area of Contract Management, Material Management, incorporating the revised formats right from indenting to issue and assets management along with a flow-chart to depict the process involved in different modes of procurement.

Resolved that the Purchase Manual (Placed at Annexure - 4 of the agenda item no. 17.7) duly recommended by the Finance Committee was approved.

/True Copy/

Sd.
Registrar, IITI

Encl: Purchase Manual



INDIAN INSTITUTE OF TECHNOLOGY - INDORE



Manual and Procedure for Procurement of Goods & Services

2014

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- *Chapter 06 & 07 will be paginated on finalization of the formats*

CHAPTER – 1

Introduction

1.1 This chapter contains the need of having a Purchase Manual for Procurement of Goods and Services in a Technical academic institutes like Indian Institute of Technology (IIT), Indore and the underlying principles of Financial 54ety and materials management.

1.2 Government of India established IIT Indore by an act of the Parliament which started functioning from July 2009. It is one of the eight new IITs, started by the Ministry of Human Resource Development, Government of India. The Institute started functioning from 2009-10 in a temporary campus at Institute of Engineering and Technology (IET) of Devi Ahilya Vishwavidyalaya (University) (DAVV) under mentorship of IIT Bombay. Presently, IIT Indore is functioning from four different locations-

- i. **IET DAVV CAMPUS** : IIT Indore, M-Block ; IET DAVV Campus, Khandwa Road, Indore- 452017
- ii. **PACL CAMPUS** : IIT Indore, PACL Campus, Survey No. 113/2-B, Village HarniaKhedi, Tehsil MHOW, A.B. Road, Opp. Veterinary College, Indore- 453441
- iii. **SILVER SPRINGS CAMPUS** : IIT Indore Hostel, Silver Springs Township, AB Bypass Road, Indore- 452020
- iv. **SIMROL CAMPUS: (Permanent Campus under Construction)**, IIT Indore, Simrol, Khandwa Road, Indore- 452020

This multiple locations pose new challenges to the intra-campus and intercampus flow of materials which is addressed in this manual.

1.3 Indian Institute of Technology Indore receives funds from Govt. of India and a sizeable portion is spent in purchasing various types of Equipments, Assets, Consumables and Services for Teaching, Research and also for establishment purpose. Some of the items are also procured to develop technical facilities for academic purpose. Hence, it is imperative that these purchases are made following a Uniform, Transparent and effective procedure duly approved by the competent authorities in conformity with the General Financial Rules of Govt. of India.

1.4 Fundamental principles of public buying: Rule 137-GFR-2005 defines that every authority delegated with the financial powers of procuring goods in public interest shall have the responsibility and accountability to bring efficiency, economy, and transparency in matters relating to public procurement and for fair and equitable treatment of

suppliers and promotion of competition in public procurement. The principle can be ensured by the following yardsticks:-

- (i) **The specifications** in terms of quality, type etc. and also quantity of goods to be procured, should be clearly spelt out keeping in view the specific needs of the organization. The specifications so worked out should meet the basic needs of the organization without including superfluous and non-essential features, which may result in unwarranted expenditure. Care should also be taken to avoid purchasing quantities in excess of requirement to avoid inventory carrying costs;
- (ii) **Invitation and receipt of Bids:** Offers should be invited following a fair, transparent and reasonable procedure;
- (iii) **Meeting the Specifications and requirements:** The procuring authority should be satisfied that the selected offer adequately meets the requirement in all respects;
- (iv) **Reasonableness of Price :** The procuring authority should satisfy itself that the price of the selected offer is reasonable and consistent with the quality required;
- (v) **Record of Decision making:** At each stage of procurement the concerned procuring authority must place on record, in precise terms, the considerations which weighed with it while taking the procurement decision.

1.5 Power for Purchase Approval

Within the approved budget, the powers for approval of purchase proposal are delegated as under:

		<u>up to</u>
a) Director, IITI	:	Rs02(two) Crores
b) Dean R & D	:	Rs05(five) Lac
c) Deans of Academic Affairs, Faculty Affairs, Administration & Planning	:	Rs02(two) Lac
d) Registrar	:	Rs02(two) Lac
e) Head Schools of Engineering, Science, HSS	:	Rs02(two) Lac
f) Principal Investigator	:	Rs01(one) Lac

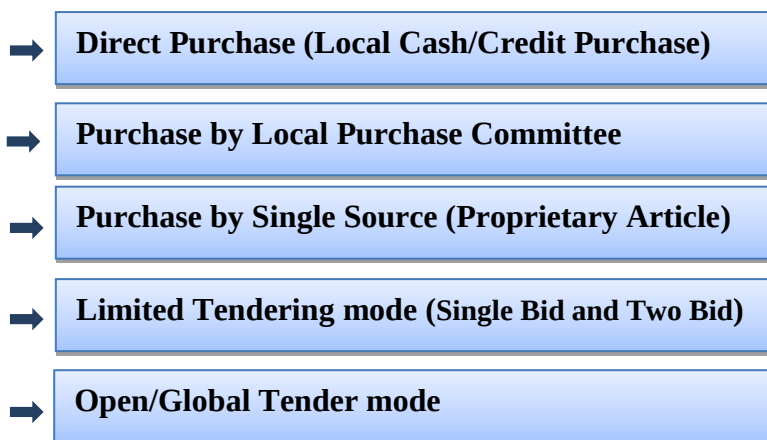
- 1.6 All purchases should be made subject to approved budget provisions. The purchase procedures given in this note shall be applicable to all purchases/contracts except in case of (Works) Building and purchase of Books, Periodical and Journal for the Institute Library.

CHAPTER – 2

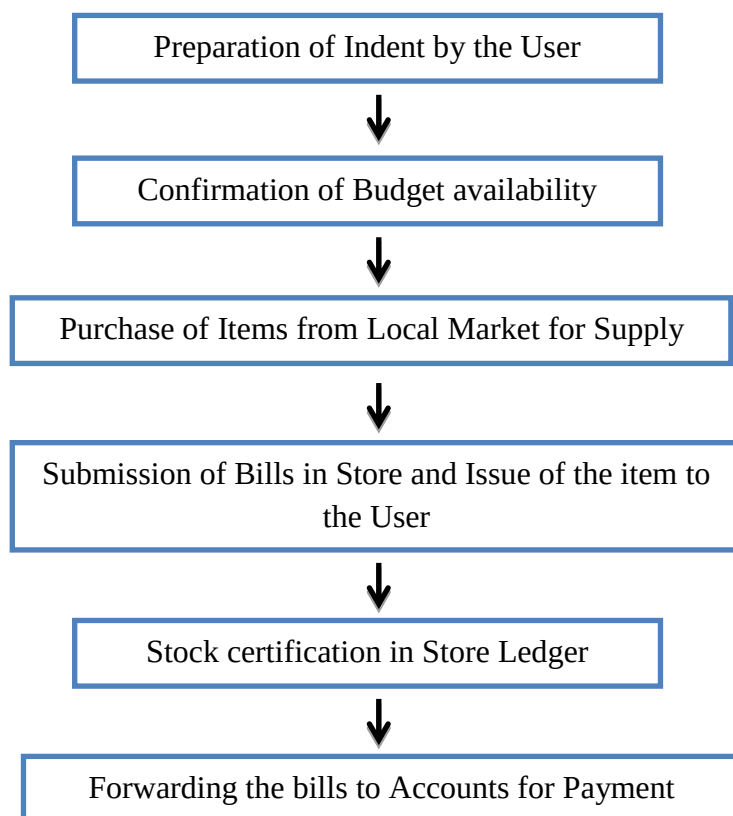
Guidelines and Flow Chart of Purchase of Goods and Services

2.1. This chapter covers the Typology and modes of Procurement modules in operation at IIT-Indore. The Financial limits of Expenditure have been fixed with the approval of the Board of Governors (BoG) of the Institute management.

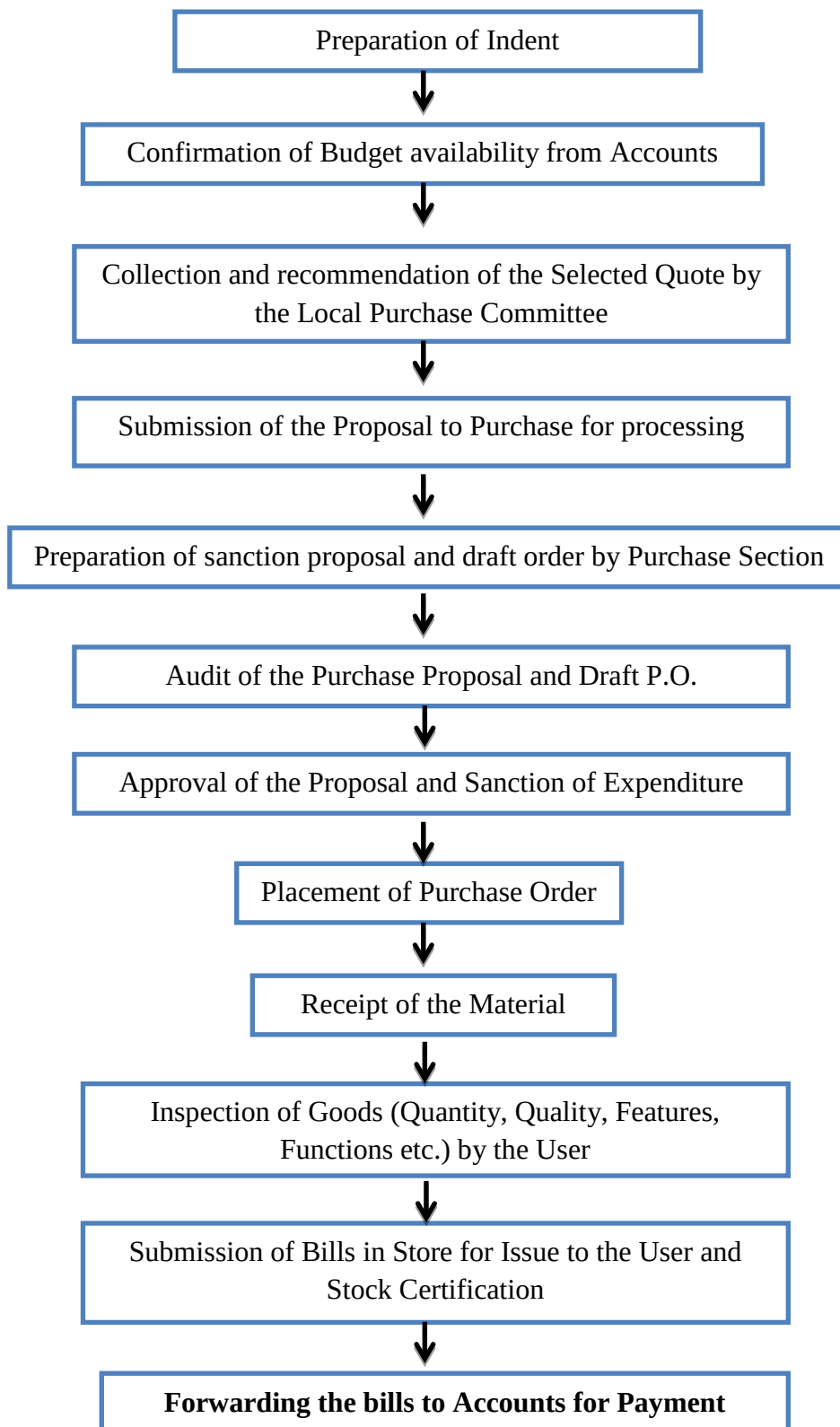
2.2 **Procurement Types & Flow Chart:** Broadly there are 05 different kinds of Purchase Modules based on the estimated value (EV) of the Indents:



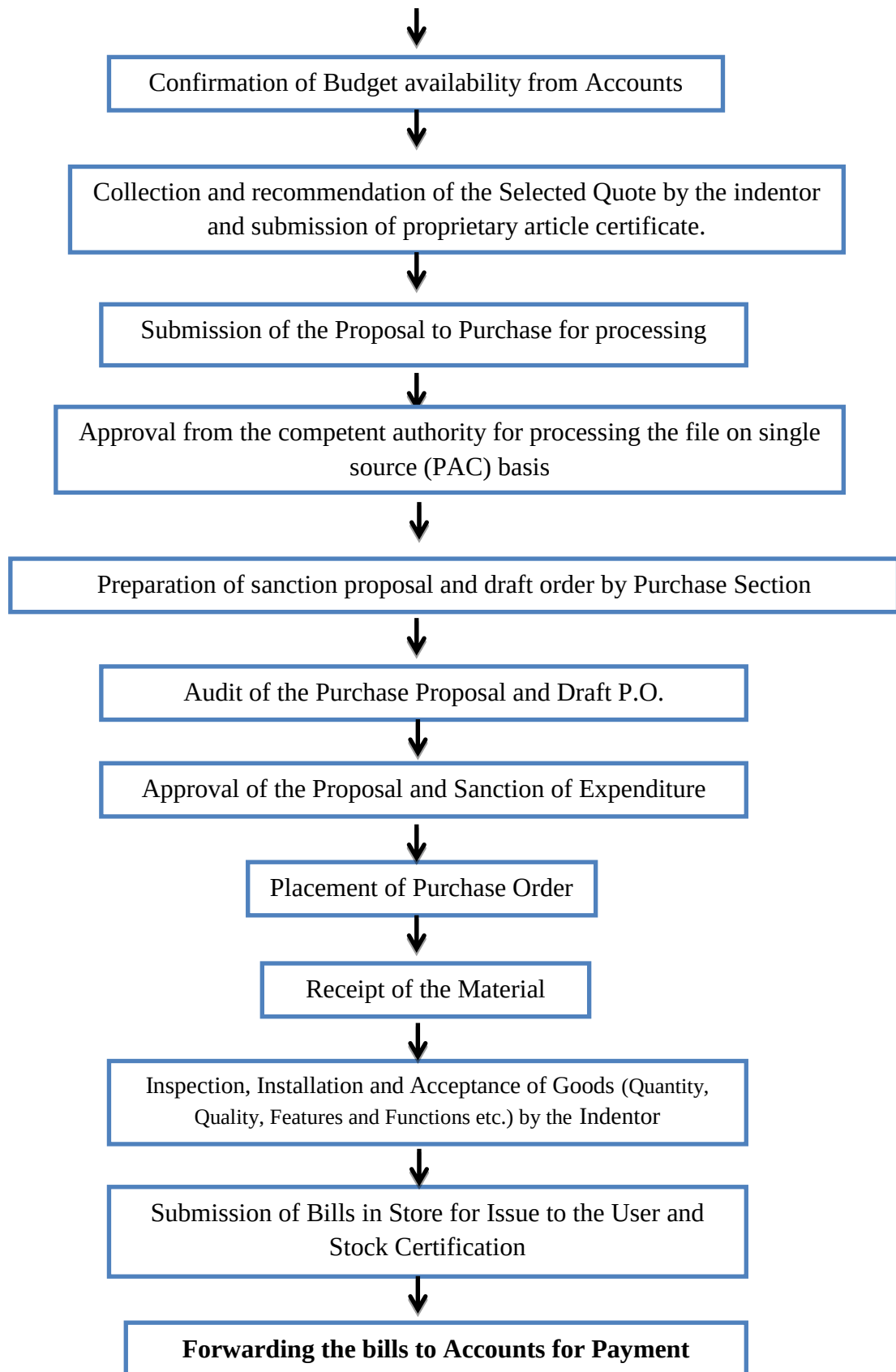
1. Direct Purchase (Indent value upto Rs.25,000/-)



2. **Purchase by Local Purchase Committee(LPC)**
(Indent value above Rs25,000/- upto Rs2,00,000/-)



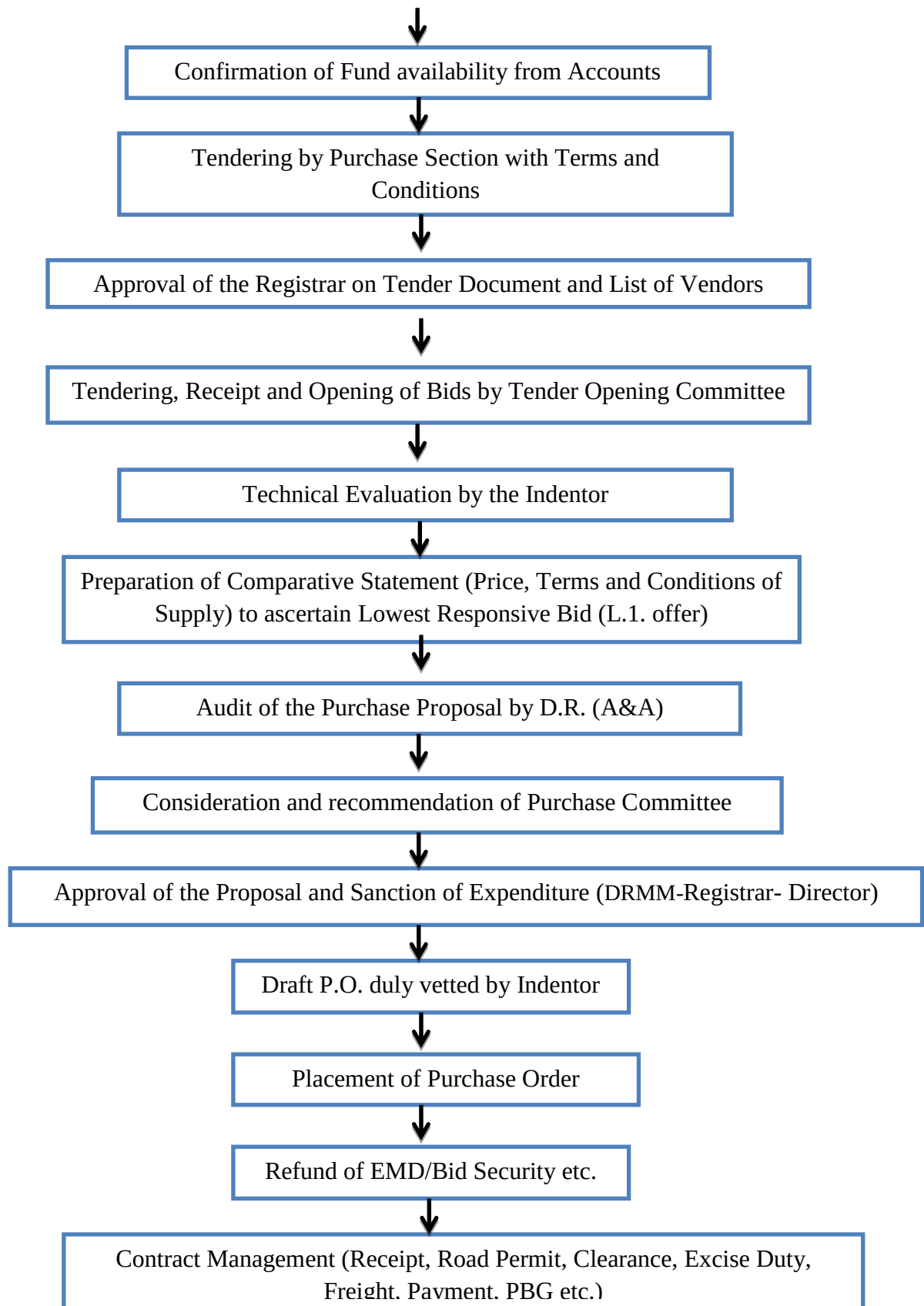
3. **Purchase by Single Source (Proprietary Article)**



4/a. Limited Tendering mode Single Bid:

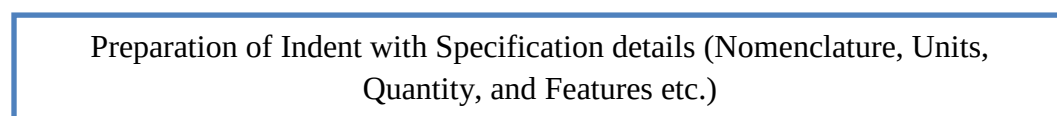
(Indent Value above Rs2,000,00/- upto Rs25,00,000/-)

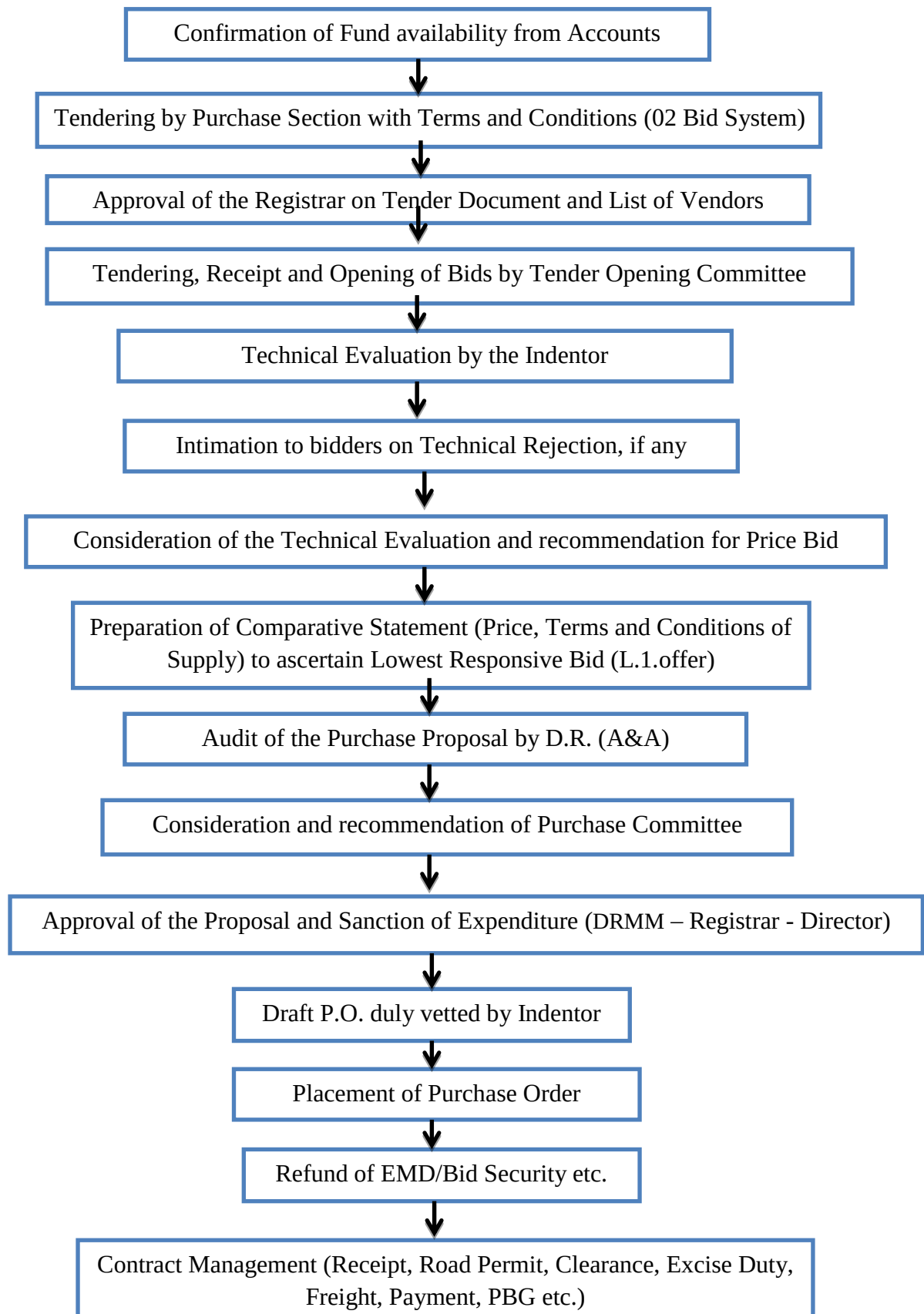
Preparation of Indent with Specification details
(Nomenclature, Units, Quantity, and Features etc.)



4/b. Limited Tendering Mode Two Bids:

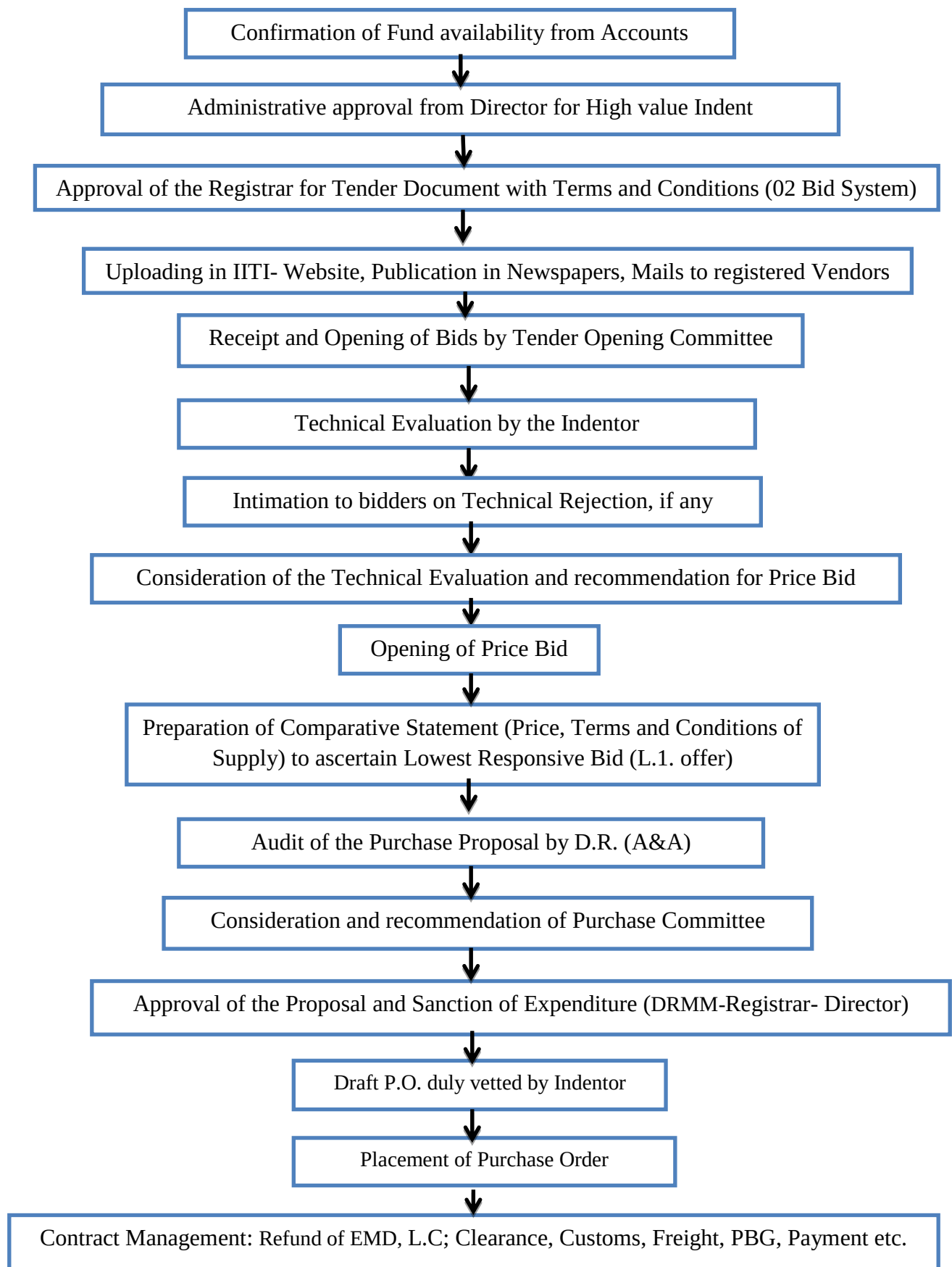
(Indent Value above Rs25,00,000/- upto Rs50,00,000/-)





5. Open/Global Tender Mode: (Indent Value Rs50,00,000/- and above)

Preparation of Indent with Specification details (Nomenclature, Units, Quantity, and Features etc.)



CHAPTER – 3

MODES OF TENDERING AND RECEIPT OF BIDS

3.1 Classification of Purchase Items:

All items to be procured shall be classified into two categories viz, Non-Consumable Stores(Assets, Capital Equipments etc.) and Consumable Stores,

The list of proprietary items should be prepared and approved by the purchase committee, those proprietary items, which could be acquired on single bid basis, must also be specified.

For both regular and non-regular items and standard and non-standard items specifications should be indicated in consultation with users. For general use items such as stationery, cleaning material, computer consumables etc. a cross section of users should be consulted for the purpose of quality specifications.

3.2 Indenting:

Indent Forms shall be used for indenting capital and other items. The indenter will take the approval of the respective Dean/HOS/Registrar after confirming funds availability for purchase upto Rs.2 Lacs. All indents for capital purchases of more than Rs2 Lacs shall be first sent to the Dy. Registrar(F&A) who, after confirming funds availability, would forward then to D.R.M.M. for further processing.

3.3 Bidding /Tendering Procedure :

The Material Management Section shall use a standard form for bidding/tendering for each mode of Tendering. The terms and Conditions, Instructions to the Prospective bidders on Selection/Elimination criteria, Specifications, Bid Security, Bid Validity, Eligibility of the bidders and Documents for Submission should be clearly incorporated in the Tender document which will act as determining the responsiveness of the bid during technical and commercial evaluation. The estimated value of the Indent is the determining criteria for mode of tendering adapted which is mentioned below.

Competitive Bids should generally be sought at least from more than three bidders. It should be ensured that inquiries are sent to genuine bidders who deal with that particular item. The award of contract/purchase of items should normally be on multi-bid basis. Materials Management Division would make a Vendors Data bank based on past performance and other available sources which can be added while tendering for better response.

3.4 Procedure for Purchase of Capital Items: The following procedure shall be followed for purchase of capital items at the institute:

- ❖ Requests for capital items shall be raised in an Indent form with detailed specifications of the item, the estimated cost and sources of supply. Justification for indenting the item with proposed usage need to be recorded and availability of funds in the allocated Budget should be ensured
- ❖ If item is not included in institute's budget prior approval should be obtained from the Director for all indents more than Rs2(Two) Lacs.
- ❖ The indent is then sent to the D.R.M.M. for further processing.
- ❖ On acceptance of the items by the user, the bills for settlement shall be certified by D.R.M.M. that the goods have been entered in the stock register and issued to the concerned User against proper Issue voucher.
- ❖ Before payment, the D.R.F.A. shall ensure that the bills are in order and relate to the purchase order duly approved by the competent authority and appropriate expenditure sanction is obtained.

3.5 Modes of Purchase, Receipt and Opening of Tenders

3.5.1 General

Depending on the nature of the required goods, the quantity and value involved and the period of supply etc. the Purchase Section will initiate the appropriate mode of Tendering and purchase. The various modes of purchase to be adopted for this purpose are indicated in the subsequent paragraphs.

3.5.2 Approval of the appropriate authority on Indent

Demand for Goods should not be split into smaller quantities for making piece meal purchases for the sole purpose of avoiding the necessity of obtaining the sanction of higher authority required with reference to the estimated value of the total demand.

3.5.3 Purchase of Goods without Quotation

Purchase of goods upto a value of Rs 25,000/- (Rs Twenty Five Thousand only) on each occasion may be made without inviting quotations/bids by the appropriate authority on the basis of a certificate to be recorded by the Indentor in the following format:

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

This certificate can be affixed with the bill at the time of payment/reimbursement or settlement of advances, if drawn for this purpose.

3.5.4 Purchase of goods by Local Purchase Committee

Purchase of goods costing above Rs.25,000/- (Rs Twenty Five Thousand only) and upto Rs.2,00,000/- (Rs. Two Lac only) on each occasion may be made on the recommendations of a duly constituted Local Purchase Committee consisting of three members of an appropriate level as decided by the Head of School/Department.

The committee will survey the market to ascertain the reasonableness of rate, quality and specifications and identify the appropriate supplier. Before recommending placement of the purchase order the members of the committee will jointly record a certificate as under:

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

3.5.5) Purchase of Goods by obtaining Tenders

Except for the purchase of goods through the methods given in the preceding paragraphs, institute shall procure goods within their delegated powers by following the standard method of obtaining tenders as follows:

- 1) Advertised Tender Enquiry (ATI)
- 2) Limited Tender Enquiry (LTI)
- 3) Single Tender Enquiry (STI)

1. Advertised Tender Enquiry (ATI)

Invitation to tenders by advertisement should be used for procurement of goods of estimated value of Rs.50 lakhs (Rupees Fifty Lakhs only) and above. This is also called Open Tender or Global Tender. Any eligible bidder can participate in the bidding process.

Advertisement in the form of a Notice Inviting Tender (NIT) relating to Advertised tender enquiry should be published in at least one national daily newspaper having wide circulation. Further, the same will be published on institute's web site. The NIT also will be published on the Central Public Procurement (CPP) Portal of Govt. of India.

Ordinarily, the minimum time to be allowed for submission of bids should be Three weeks from the date of publication of the tender notice or availability of the bidding document for issue, whichever is later. Where the institute contemplates obtaining bids from abroad, the minimum period should be kept as Four to Six weeks for both domestic and foreign bidders.

2. Limited Tender Enquiry (LTI)

This method may be adopted when estimated value of the goods to be procured is more than Rs02(Two) lacs and up to Rs50(Fifty) laces. Copies of the bidding document should be sent, free of cost, directly by speed post/registered post/courier/e-mail, simultaneously to all registered/recommended firms. The number of supplier sources in the Indent processed in LTI mode should be more than three. Efforts should be made to identify a higher number of approved suppliers to obtain more responsive bids on competitive basis. Web site publicity can also be given for LTIs.

Purchase through LTI may be adopted even when the estimated value of the procurement is more than Rs. 50 laces, in the following circumstances:

- a) The Indent approving authority certifies that the demand is urgent and any additional expenditure involved by not procuring through advertised tender enquiry is justified in view of urgency. The Indentor should also put on record the nature of the urgency and reasons why the procurement could not be anticipated earlier. There are sufficient reasons, to be recorded in

writing by the Indent approving authority, indicating that it will not be in public interest to procure the goods through advertised tender enquiry.

- b) The sources of supply are definitely known and possibility of fresh source(s) beyond those being tapped is remote.
- c) Nature of items to be procured is such that pre-verification of competence of firm is essential, hence requires registration of firms. Sufficient time should be allowed for submission of bids in Limited Tender Enquiry cases.

The above proposals are to be approved by the competent authority of the institute.

3. Single Tender Inquiry(STI) Purchase through STI may be adopted when:

- i. It is in the knowledge of the user department that only a particular firm is the manufacturer of the required goods. The reason for arriving to this conclusion is to be recorded and approval of the competent authority obtained.
- ii. In a case of emergency, the required goods are necessarily to be purchased from a particular source subject to the reason for such decision being recorded and approval of the competent authority obtained.
- iii. For standardization of machinery or components or spare parts to be compatible to the existing sets of machinery/equipment (on the advice of a competent technical expert and approved by the competent authority), the required goods are to be purchased only from a selected firm.

Note: Proprietary Article Certificate in the following form is to be provided by the Ministry / Department before procuring the goods from a single source under the provision of sub-para (i) &(iii) above as applicable:

i) The indented goods are manufactured by M/ s.....

ii) No other make or model is acceptable for the following reasons:

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

iii) Concurrence of finance wing to the proposal has been obtained vide:

iv) Approval of the competent authority has been obtained vide:

.....
.....

(Signature with date and designation
of the procuring officer)

3.6 Sealing and Marking of Tenders

The tender document is to indicate the total number of tender sets (e.g., in duplicate or in triplicate etc) required to be submitted.

The tenderer should seal the original and each copy of the tender in separate envelopes, duly marking the same as "original", "duplicate" and so on and also putting the address of the purchase office and the tender reference number on the envelopes. Further, the sentence "NOT TO BE OPENED" before..... (Due date& time of tender opening) are also to be put on these envelopes. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed marked etc. as above. If the outer envelope is not sealed and

marked properly as above, the purchaser will not assume any responsibility for its misplacement, premature opening, late opening etc.

All the above instructions are to be suitably incorporated in the tender documents.

3.7 Extension of Tender Opening Date

All tenders received within the due date and time shall be opened at scheduled place in the presence of the bidder/ representatives who wish to attend the meeting. Sometimes, situations may arise necessitating modification of the tender documents already issued or already put on sale. Also, after receiving the documents, a tenderer may point out some genuine mistakes necessitating amendment in the tender documents. In such situations, it is necessary to amend/modify the tender documents suitably prior to the date of submission of bids. Copies of such amendment / modification should be simultaneously sent to all the selected suppliers by registered/speed post/courier/e-mail in case of LTI. In case of ATI, the copies of such amendment/modification are to be simultaneously dispatched, free of cost, by registered/speed post/courier/e-mail etc. to all the parties who have already purchased/collected the tender documents and copies of such amendments are also to be prominently attached in the unsold sets of the tender documents (which are available for sale), including the tender documents put in the web site.

When the amendment/modification changes the requirement significantly and /or when there is not much time left for the tenderers to respond to such amendments, and prepare revised tender, the time and date of submission of tenders are also to be extended suitably, along with suitable changes in the corresponding time-frames for receipt of tender, tender validity period etc and validity period of the corresponding EMD/bid security. Depending on the situation, such an amendment may also need fresh publication adopting the same procedure as for publication of the original tender enquiry.

3.8 Receipt and Custody of Tenders

Receipt and custody of tenders shall be done in a transparent manner. Tenders are to be received through tender box.

The tender box should be located in a place, which is easily accessible to the parties for dropping their tenders. On each occasion of tender opening, the tender box will be opened by two officials at the prescribed date and time and the relevant tenders will be taken out. In the tender box, there may be tenders for other cases due for opening later; such tenders are to remain in the tender box under lock and key. The tenders so taken out are to be entered in a challan in duplicate duly signed with date and time by the two officials and sent to the officials authorized to open the tenders. Signatures of the receiving officials will be obtained on the duplicate copy of the challan for record.

Sometimes, tenders are also received by post. Such tenders shall be received and documented in identical manner as applicable for tenders received through hand delivery.

3.9 Late Tender

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

3.10 Opening of Tenders

All the tenders received on time shall be opened in the presence of authorized representatives of the tenderers (who have submitted regular tenders) at the prescribed time, date and place. The authorized representatives, who intend to attend the tender opening, are to bring with them letters of authority from the corresponding tenderers.

Tenders should be opened immediately after the deadline of receipt of tenders with minimum time gap in between. At least two duly authorized officials of the purchase department should jointly open the tenders.

The tender opening officials are to announce the salient features of the tenders like description and specification of the goods, quoted price, terms of delivery, delivery period, discount if any, whether EMD furnished or not and any other special feature of the tender for the information of the representatives attending the tender opening.

After opening, every tender shall be numbered serially, initialed, and dated on the first page by all the officials authorized to open the tenders. Each page of the price schedule or letter attached to it shall also be initialed by them with date, particularly the prices, delivery period etc., which shall also be circled and initialed with date. Blank tenders, if any, should be marked accordingly by the tender opening officials.

The original, duplicate, triplicate copies in a tender set are to be marked accordingly by the tender opening officials.

Wherever any erasing or cutting is observed, the substituted words should also be encircled and initialed with date and time to make clear that such erasing/cutting of the original entry was present on the tender at the time of opening.

3.11 Responsibility of the Tender Opening Officials

In addition to what has been mentioned above, the tender opening officials will prepare a list of the representatives attending the tender opening and obtain their signatures on the same. The list will also 'contain the representatives' names and the corresponding tenderers' names and addresses. The authority letters brought by the representatives will be attached with this list. This list will be signed by both the tender opening officials with date & time.

An on-the-spot report containing the names of the tenderers (serial number wise) salient features of the tenders, as read out during public opening of tenders will be prepared by the tender opening officers duly signed by them with date & time.

The tenders, which have been opened, the list of the representatives attending the tender opening and the on-the spot report are to be handed over to the nominated purchase officer and acknowledgement obtained for the same.

3.12 Two Bid System

For purchasing capital equipment, high value plant, machinery, etc. of complex and technical nature, tender enquiry document, complete in all respects, may be issued as usual. However, the tenderers should be asked to bifurcate their 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 'Technical Bid' and the second part 'Financial Bid'.

The technical bid and the financial bid should be sealed by the tenderer in separate covers duly super scribed and both these sealed covers are to be put in a bigger cover which should also be sealed and duly super scribed.

The technical bids are to be opened in the first instance, at the prescribed time & date and the same will be scrutinized and evaluated by the competent committee/authority with reference to parameters prescribed in the tender documents and the offers received from the tenderers. The firms whose bid has been found unsuitable during technical scrutiny should be informed about the grounds of rejection.

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, evaluation, ranking and placement of contract.

3.13 Earnest Money Deposit (EMD)

Earnest Money Deposit (EMD) is also known as Bid Security. To safeguard against a bidder's withdrawing / altering its bid during the bid validity period in the case of advertised or limited tender enquiry, EMD is to be invariably obtained from the bidders except

- i. The firms who are registered with Central Purchase Organization (e.g. DGS&D),
- ii. National Small Industries Corporation(NSIC) for manufacturing of the items
- iii. Govt. Public Sector Undertakings and Central Autonomous bodies

The bidders are required to furnish EMD along with their bids. Amount of EMD should ordinarily be between 2% to 5 % of the estimated value of the goods to be purchased.

Submission of EMD is not necessary for a contract value uptoRs5(Five) Lacs.

The EMD may be accepted in the form of Account Payee Demand Draft or a Bank Guarantee in acceptable form from any of the scheduled/commercial Banks, safeguarding the purchaser's interest in all respects.

The EMD should remain valid for a period of 45 days beyond the final tender validity period.

3.13.i Forfeiture of EMD

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

3.13.ii Refund of EMD

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

3.14 Performance Security

To ensure due performance of the contract, Performance Security is to be obtained from the successful bidder awarded the contract. Performance Security is to be obtained from

every successful bidder irrespective of its registration status etc. Performance Security should be for an amount of five to ten per cent, of the value of the contract. Performance Security may be furnished in the form of an Account payee Demand Draft, Fixed Deposit receipt from a Commercial bank or Bank Guarantee from a Commercial bank in an acceptable form safeguarding the purchaser's interest in all respects. Performance Security is to be furnished by a specified date (generally 21 days after notification of the award) and it should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations. Submission of PBG is applicable for all Indent above the estimated value of Rs05 (five) Lacs.

3.15 Custom Duty Exemption:

IIT-I being an academic institute is entitled for payment of Concessional Customs Duty on import of Scientific Instruments for Academic and Research purposes in terms of Govt. Notification No. 51/96 dated 23.07.1996 and Central Excise Duty Exemption in terms of Govt. Notification No.10/97-Central Excise Dated 01.03.1997 as amended from time to time. Presently this is valid till 31.08.2016 vide Order No. TU/V/RG-CDE(1145)/2010 Dt.05.04.2011 issued from DSIR-Min. of Sc & Tech; Govt. of India.

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

CHAPTER – 4

Contract Management

4.0. Award of the Contract: The buyer (IITI) reserves the right to award the contract to the most Responsive bidder after careful analysis of the Technical suitability of the offer followed by the financial parameters confirming to the principles of Financial Propriety.

4.1. Notification of the contract includes forwarding the Purchase Order to the Supplier's office either by post or through electronics mode.

4.2. Acknowledgement of the Contract/Order: unless the supplier intimates IITI in writing about any reservation about the Terms and Conditions or any other aspect of the Contract/Order it will be treated that the Order is acknowledged and the same is accepted in toto for compliance.

4.3. Contract Management:

i. Definitions: The following words and expressions shall have the specific meaning hereby assigned to them in the context of Purchase of Goods and Services for IITI.

- a. **Contract:** "Contract" means the Contract agreement entered between the Purchaser (IIT-Indore) and the Supplier together with the Contract Documents referred therein, including all attachments, appendices and any other document incorporated by reference therein.
- b. **Contract Document:** "Contract Document" means the document listed in the Contract agreement including any Amendments, Addendums etc thereto.
- c. **Contract Price:** "Contract Price" means the Price payable to the supplier as specified in the contract agreement subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- d. **Day:** "Day" means Calendar Day
- e. **Completion:** "Completion" means the fulfillment of the related Services by the Supplier in accordance with the terms and conditions set forth in the contract.
- f. **GCC :** "GCC" means the General Conditions of the Contract.
- g. **SCC:** "SCC" means the Special Conditions of the Contract
- h. **Goods :** "Goods" means all the Commodities, Raw materials, Machinery, Equipment and or any other material that the Supplier is required to supply to the Purchaser under the Contract.
- i. **Services :** "Services" means the services incidental to the Supply of the Goods such as Transportation, Insurance, Installation, Commissioning, Calibration, Certification, Inspection, Training, initial maintenance and other obligations of the Supplier to the Buyer under the Contract.

j. Subcontractor: “SCC” means any natural person, Private or government entity or a combination of the above to whom any part of the Goods to be supplied or execution of any part of the Services is subcontracted by the Supplier.

k. Supplier: “Supplier” means the natural person, Private or government entity or a combination of the above whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Purchase Order/Contract.

l. Institute: “Institute” means Indian Institute of Technology situated at Indore with any of its parts, Office, Laboratory, Unit under the administrative control of the Director, IIT-Indore.

m. Final Destination: “Final Destination” means where applicable the place named in the Order/Contract for supply and installation of the Goods and Related Services.

n. Fraud and Corruption: “Fraud and Corruption” means any activity, practice of influencing any official of the institute in the decision making of the Procurement under the contract including Collusive, coercive, fraudulent or corrupt activity.

o. Specification: “Specification” means the Features, Units, Symbols, Drawings, Sample, Sketch or any Details attached in the Tender document or any of the above forwarded/handed over/agreed in any mode regarding the indented Goods or Service.

p. Scope of Supply: “Scope of Supply” means the Contractual obligations of the Supplier for Supply of the Goods and execution of the Services as mentioned in the Order/Contract.

4.4 Joint Venture, Consortium or Association: If the Supplier is a Joint Venture, Consortium or association, all the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the Provisions of the Order/Contract and shall designate one part to act on their behalf with proper authorization. Any such composition shall not be altered without the consent of the Purchaser after award of the Order/Contract.

4.5 Standards: The Goods supplied and the Services rendered under the Contract shall conform to the standards mentioned in the Technical Specifications and the Schedule of the Requirements. In case No specific Standard is mentioned it should conform to the authoritative standard appropriate to the Goods of the Country of Origin and such standards shall be the latest issued by the concerned institute.

4.6. Copy Right: The Copy Right in all drawings, documents, materials containing any other data, information furnished to the Purchaser by the Supplier herein shall remain vested in te Supplier if not mentioned otherwise in the Order/Contract.

4.7. Patent Indemnity: The Supplier shall indemnify and hold harmless the Purchaser and its Employees and officials from and against and all suits, actions or administrative proceedings, claims, demands, losses, damage, costs, risks and expenses of any nature, including attorney’s fees etc which the Purchaser may suffer as a result of any infringement or alleged infringement of any Patent, Model, Registered Design, Trademarks, Copyright or any intellectual Property Right registered or otherwise existing at the date of the Contract by reasons of :

- a. The Installation of the Goods by the Supplier or the use of the Goods in India
- b. The Sale of the Goods in any Country of the Produced by use of the Goods

In case any proceeding are brought or claims made against the Purchaser, the Purchaser shall notify the Supplier and the Supplier at its own cost and Risk , expenses shall settle the proceedings, claims etc without any cost and risk to the Purchaser.

4.8. Use of Contract Document and Information: The Supplier shall not use any of the Contract Document, Information, Drawings, Diagrams and Designs etc for any purpose other than discharging the Contractual obligations of the contract without written permission of the Purchaser.

4.9. Inspections and Tests: The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and / or inspections of the Goods and Related Services as are specified in the P.O. as discussed and agreed to during the course of finalization of contract.

4.10 Right to Test : The Purchaser or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the contract specifications at no extra cost to the Purchaser. The Technical Specifications shall specify what inspections and test the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.

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

4.12 Prior notice : Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

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

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

4.15 Test Report: The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

4.16 With a view to ensure that **claims on insurance** companies, if any, are lodged in time, the bidders and/ or the Indian agent shall be responsible for follow up with their principals for

ascertaining the dispatch details and informing the same to the Purchaser and he shall also liaise with the Purchaser to ascertain the arrival of the consignment after clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without way loss of time. Any delay on the part of the bidder/Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the purchaser on the event of the delay.

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

4.18 Marking, documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

4.19 Delivery and Documents: Delivery of the Goods and completion and related services shall be made by the Supplier in accordance with the terms specified by the Purchaser in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

4.20 The Commercial Terms: (EXW,FOB,FCA,CIF,CIP,CPT,DAT,DAP,DDP,FAS,CFR) shall be governed by rules prescribed in the current edition of the Inco-terms published by the International Chambers of Commerce, Paris-Inco-terms -2010.

4.22 The mode of transportation shall be as specified in P.O.

4.22 Insurance: Should the purchaser elect to buy on CIF/CIP basis, the Goods supplied under the Contract shall be fully insured in Indian Rupees against any loss or damage incidental to manufacture of acquisition, transportation, storage and delivery in the manner specified in SCC.

4.23. Change in Orders and Contract Amendments:

The purchaser may at any time, by written order given to the supplier pursuant to Clause on Notices of the GCC make changes within the general scope of the Contract in any one or more of the following:

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

e) The delivery schedule.

4.24. Variation and modification : If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the supplier for adjustment under this clause must be asserted within fifteen (15) days from the date of the Supplier's receipt of the Purchaser's change order. No variation or modification in the terms of the contract shall be made except by written amendment signed by the parties.

4.25. Assignment:

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

4.26. Subcontracts:

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

4.27.Extension of time: Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser. If at any time during performance of the Contract, the Supplier or its sub-contract(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its clause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the contract.

4.28.Except as provided under the Force Majeure clause of the GCC, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to Penalty Clause of the GCC unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause.

4.29. Penalty Clause: Subject to GCC Clause on Force majeure, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services or Contract Value for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause on Termination for Default. The SCC shall also indicate the basis for ascertaining the value on which the penalty shall be applicable.

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

- a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause on Extension of Time; or
- b) If the Supplier fails to perform any other obligation(s) under the Contract.
- c) If the supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices as defined in GCC Clause on Fraud or Corruption in competing for or in executing the Contract.

4.31. In the event the purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following action:

- a) The Performance Security is to be forfeited;
- b) The purchaser may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.
- c) However, the supplier shall continue to perform the contract to the extent not terminated.

4.32 Where delivery of the goods is required by the purchaser on CIF or CIP basis the supplier shall arrange and pay for Cargo Insurance, naming the purchaser as beneficiary and initiate & purchase claims till settlement, on the event of any loss or damage. Where delivery is on FOB or FCA basis, insurance would be the responsibility of the purchaser.

4.33. With a view to ensure that claims on insurance companies, if any, are lodged in time, the bidders and / or the Indian agent shall be responsible for follow up with their principals for ascertaining the dispatch details and informing the same to the purchaser and he shall also liaise with the purchaser to ascertain the arrival of the consignment after clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the bidder/ Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the purchaser on the event of the day.

4.34 Transportation: Where the supplier is required under the Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the supplier, and the cost thereof shall be included in the contract price. Where the supplier is required under the contract to deliver the Goods FCA, transport of the goods and delivery into the custody of the carrier at the place named by the purchaser or other agreed point shall be arranged and paid for by supplier, and the cost thereof shall be included in the contract price.

4.35. Where the supplier is required under the contract to deliver the Goods CIF or CIP, transport of the goods to the port of destination or such other named place of destination in the purchaser's country, as shall be specified in the contract, shall be arranged and paid for by the supplier, and the cost thereof shall be included in the Contract Price.

4.36 In the case of supplies from within India, where the Supplier is required under the Contract to transport the Goods to a specified destination in India, defined as the Final Destination, transport to such destination, including insurance and storage, as specified in the Contract, shall be arranged by the Supplier, and the related costs shall be included in the Contract Price.

4.37. Incidental Services: The supplier may be required to provide any or all of the services, if any, specified in SCC.

4.38. Spare Parts: The Supplier shall be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier.

a. Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract;

b. In the event of termination of production of the spare parts:

i. Advance notification to the Purchase of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and

ii. Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if required.

4.39 Warranty: The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the contract.

4.40 The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.

4.41 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

4.42 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects. Upon receipt of such notice, the Supplier shall, within a reasonable period of time, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

4.43 If having been notified, the Supplier fails to remedy the defect within a reasonable period of time, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract. Goods requiring warranty replacements must be replaced on free of cost basis to the purchaser.

4.44 Terms of Payment: The method and conditions of payment to be made to the Supplier under this Contract shall be as specified in the SCC. The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to delivery and document clause of the GCC and upon fulfillment of other obligations stipulated in the contract.

4.45 Force Majeure: Notwithstanding the provisions of GCC Clause relating to extension of time, penalty and Termination for Default the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier. Such events may include, but not be limited to , acts of the purchaser in its sovereign capacity , wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event

4.46 If the performance in the whole or in part or any obligations under the contract is prevented or delayed by any reason of force majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.

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

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

4.49 The Goods that are complete and ready for shipment within 30 days after the supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- a) To have any portion completed and delivered at the Contract terms and prices; and /or
- b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier

4.50. Settlement of dispute: The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract. If, after twenty one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence

arbitration has been given in accordance with the Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

4.51. The Dispute Settlement mechanism/arbitration proceedings shall be concluded as under:

(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Indian Institute of Technology Indore authorities and if they are unable or unwilling to act, to the sole arbitration of some other person appointed shall be final, conclusive and binding on all parties to this order

(b) in the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration In accordance with provision of sub-clause (a) above. But if this not acceptable to the supplier then the dispute shall be settled in accordance with provision of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

4.52. The Venue of the arbitration shall be the place from where the purchase order or contract is issued Notwithstanding any reference to arbitration herein,

(a) The parties shall continue to perform their respective obligation under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the supplier any monies due the supplier.

4.53 Governing Language: The contract shall be written in English Language which shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchange by the parties, shall be written in the English Language only.

CHAPTER – 5

FUNCTION OF MATERIALS MANAGEMENT SECTION

5.1. Materials Management Section (MMS) of IIT Indore, one of the important sections under Administration, looks after the purchase and stores activities of the Institute. It facilitates Faculty members, researchers, students, various Departments & Centres and other entities of the Institute in procurement of equipment's, consumables, furniture's computers, software and other consumable & non-consumables assets as per the purchase rules approved by BoG (Board of Governors) of the Institute and GFR (General Financial Rules, GOI) and as per approved procedures.

5.2 The major activities of the Materials Management Section (MMS) are as followings :

- Facilitating the Material requirement of the institute
- Processing of Indents for Good & Services
- Maintenance of files of Purchase section.
- Coordination for the import of items.
- Preparation of provisional list and commitment list of purchase order
- Preparation of pending purchase orders for sending requirement of funds to MHRD.
- Preparation of purchase report for BOG.
- Drafting and updating purchase & stores formats in use in the institute.
- Maintenance of Stock Registers such as Non-Consumable Register, Consumable Register, Department Inventory Register, Personal Inventory Register
- Maintenance of record for Indents, Purchase Order, Custom Duty & Excise Duty certificates, Letters of Credit, EMD,PBG, Liquidated Damage etc.
- Dealing with relevant queries from Customs & Excise Department, Suppliers, Indentor, Finance and other sections regarding Purchase activities.
- Coordination with lawyer regarding legal matters such as insurance claim etc.
- Follow up with banks for authentication of bank guarantees.
- Handling Audit queries and preparation of replies.
- Preparation of RTI replies concerned to the section.
- Providing necessary the documents/Information required for finalization of balance sheet.
- Coordination with bank regarding LC payments and documents.
- Clearance of No-dues of the personal leaving the organization.
- Maintenance of stores record for smooth functioning.
- Assisting in Physical Verification of Assets

- Issue of stationery materials to the faculties and staffs as per the requisition and its availability in Stores.
- Handling the agreements and rate contracts for various works such as Clearing & Forwarding of the imported consignment, stationery etc.
- Maintaining the purchase order record in excel for smooth function and data retrieval.
- Preparing the half yearly return of Custom and Excise Duty Exemption Certificate issued.
- Any other works as instructed to do so by the higher authorities from time to time

CHAPTER – 6
STANDARD FORMATS AND DOCUMENTS

M.M.01:	Indent form
M.M.02:	Proprietary article certificate
M.M.03:	Local Purchase Committee certificate
M.M.04:	Form for Tender Opening- Technical Bid
M.M.05:	Form for Tender Opening- Price Bid
M.M.06:	Price Comparison Sheet
M.M.07:	Purchase Committee report
M.M.08:	Pre-audit Format for Purchase Proposal
M.M.09:	EMD/Bid Security form
M.M.10:	Performance Bank Guarantee (PBG)
M.M.11:	Installation/Commissioning/Service report
M.M.12 :	Request for publication of Advertisement

The standard forms are uploaded on the Institute website for use.

CHAPTER – 7

GLOSSARY

GLOSSARY OF TERMS COMMONLY USED IN STORES & PURCHASE FUNCTIONS

AAR	Abstract Asset Register
AD	Authorized Dealer
AMC	Annual Maintenance Contract
AO	Administrative Officer
ATE	Advertised Tender Enquiry
AWB	Airway Bill
BE	Bill of Entry
B/L	Bill of Lading
BG	Bank Guarantee
BoG	Board of Governors (of IIT Indore)
BS/EMD	Bid security/Earnest Money Deposit
CAG	Comptroller and Auditor General of India
CAN	Carriage Arrival Notice
CFA	Clearing & Forwarding Agent
CIF	Cost Insurance & Freight
CIP	Carriage and Insurance Paid to
CPT	Carriage Paid To

CS	Comparative Statement
CTC	Certified True Copy
CVC	Central Vigilance commission
CVO	Chief Vigilance Officer
DA	Dealing Assistant
DGS&D	Directorate General of Supply and Disposal
DIR	Departmental Inventory Register
DRR	Daily Receipt Register
DSR	Daily Stock Register
ECS	Electronic Clearing System
EOI	Expression of Interest
EXIM	Export & import
EXW	Ex. Works
FAS	Free alongside Ship
FCA	Free Carrier Alongside
FD	Fixed Deposit
FOB	Free on Board
GFR	General Finance Rules
IV	Issue Voucher
JA (or DA)	Junior Assistant (or Dealing Assistant)
JS	Junior Superintendent

LC	Letter of Credit
LD	Liquidated Damage (for Late Delivery)
LPC	Local Purchase Committee
LTE	Limited Tender Enquiry
MHRD	Ministry of Human Resource Development
PAC	Proprietary Article Certificate
PBG	Performance Bank Guarantee
PIR	Personal Inventory Register
STE	Single Tender Enquiry

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