



हैदराबाद विश्वविद्यालय

UNIVERSITY OF HYDERABAD

**POLICY FOR PROCUREMENT OF
GOODS AND SERVICES (UHPP)**

AUGUST 2019

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University of Hyderabad



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FOREWORD

The University of Hyderabad spends a sizable amount of its budget for purchase / engaging various types of goods and services to discharge the duties and responsibilities assigned to it so as to achieve its defined objectives. It is imperative that these purchases are made following a uniform, systematic, efficient and cost-effective procedure in accordance with the relevant rules and regulations of Government of India. In this process, various authorities have been delegated powers for procurement of goods and services under Delegation of Financial Powers.

In the last few years, the Government of India issued several instructions in the domain of public procurement. Some of these important changes include the introduction of Central Public Procurement Portal (CPPP), Government e-Marketplace (GeM), preferential market access for micro and small enterprises, preference for domestic manufacturers of electronic goods, inclusion of integrity pact, etc. The GFR has been revised comprehensively in March 2017 covering, *inter alia* these sets of new instructions. Consequently, the University of Hyderabad's Policy for Procurement of Goods and Services (UHPP) too has been revised in accordance with the provisions of the General Financial Rules 2017 and in consonance with the fundamental principles of transparency, fairness, competition, economy, efficiency and accountability. Efforts have been made to cover all major aspects of procurement in this UHPP in a user-friendly manner. The UHPP is the outcome of extensive consultations with faculty and staff of the University.

Though adequate care has been taken to bring the desired level of perfection, still there is scope for further improvement. Hence, all the faculty and staff of the University may please keep on sending their valuable suggestions to the Internal Audit Officer for improvement and rectification of errors and omissions, so that the same can be addressed suitably with the approval of the Competent Authority.

In this connection, I would like to acknowledge the lead taken by Shri Y.V. Krishna Rao, Internal Audit Officer, and the dedicated efforts of Shri N. Nageswara Rao, Consultant, and Shri B. Bikshapathi Naik, Senior Assistant, working in the Internal Audit Office, for bringing up the revised version of UHPP.

I hope that this UHPP would be useful to all procuring Schools / Departments / Centres / Sections as operating instructions and will bring about greater transparency and predictability in government procedures and help in improving the ease of doing business with the University.

Prof. APPA RAO PODILE
Vice-Chancellor

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Chapter - 1

Introduction

1.1 Introduction

University of Hyderabad spends sizeable funds every year on procurement of goods and services in order to promote academic and research activities. It is imperative that these procurements are made following a uniform, systematic, efficient and cost effective procedure. The Dean/ Head/ Director have been delegated with powers for procurement of goods under the Delegation of Financial Power Rules, which have to be exercised in conformity with the orders and guidelines issued by competent authorities covering financial, vigilance, security, safety and other regulatory aspects. Without purporting to be a comprehensive compendium of all statutory provisions, rules, regulations, orders and guidelines on the subject of public procurement, this Manual is intended to serve as a portal to enter this vast area and draw attention to General Financial Rules, 2017 as amended from time to time.

1.2 Transparency, Competition, Fairness and Elimination of Arbitrariness

Procurement of goods and services by University of Hyderabad should be conducted in a transparent manner to bring competition, fairness and elimination of arbitrariness in the system. This will enable the prospective tenderers to formulate and submit competitive tenders with confidence.

1.3 Efficiency, Economy and Accountability

University procurement procedures must conform to the best practices to ensure efficiency, economy and accountability in the system.

1.4 Objective of the Present Manual

This Manual contains guidelines and directives concerning purchase of goods with public funds as well as some allied areas such as installation of equipment, operators' training, after-sales service, operation and maintenance contract (AMC), etc. Relevant aspects of purchase management techniques have been incorporated in proper sequence under separate chapters. The text incorporated in each chapter has been highlighted with appropriate sub-heads. This arrangement will help the users to readily locate the desired subjects/sub-subjects.

1.5 Applicability of Purchase Manual

All purchases shall be regulated as per the procedure laid down herein. However, in some exceptional cases, specific approval of the Vice-Chancellor is required to be obtained before initiating such action, detailing the reason(s) as to why such procurement is necessary and why the provisions of the Manual could not be followed / complied with, with adequate justification.

1.6 Definitions

- i) **Goods:** (*Rule 143 of GFRs 2017*) The term ‘goods’ used in this Manual includes all articles, material, commodity, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, industrial plant, vehicles, aircraft, ships, medicines, railway rolling stock, assemblies, sub-assemblies, accessories, a group of machineries comprising an integrated production process or such other category of goods or intangible products like software, technology transfer, licenses, patents or other intellectual properties purchased or otherwise acquired for the use of Government/University but excludes books, publications, periodicals, etc. for a library. The term ‘goods’ also includes works and services which are incidental or consequential to the supply of such goods, such as, transportation, insurance, installation, commissioning, training and maintenance.
- ii) **"Consulting Service"**(*Rule 177 of GFRs 2017*) means any subject matter of procurement (which as distinguished from ‘Non- Consultancy Services’ involves primarily non-physical project-specific, intellectual and procedural processes where outcomes/ deliverables would vary from one consultant to another), other than goods or works, except those incidental or consequential to the service, and includes professional, intellectual, training and advisory services or any other service classified or declared as such by a procuring entity but does not include direct engagement of a retired Government servant. Note: These Services typically involve providing expert or strategic advice e.g., management consultants, policy consultants, communications consultants, Advisory and project related Consulting Services which include, feasibility studies, project management, engineering services, finance, accounting and taxation services, training and development, etc.
- iii) **"Non-Consulting Service"** (*Rule 197 of GFRs 2017*) means any subject matter of procurement (which as distinguished from ‘Consultancy Services’), involve physical, measurable deliverables/ outcomes, where performance standards can be clearly identified and consistently applied, other than goods or works, except those incidental or consequential to the service, and includes maintenance, hiring of vehicle, outsourcing of building facilities management, security, photocopier service, janitor, office errand services, drilling, aerial photography, satellite imagery, mapping, etc.
- iv) **Tender/Bid/Quotation:** Offer received from a supplier, manufacturer or authorized representative / dealer of a manufacturer/supplier
- v) **Tenderer/ Bidder/ Supplier:** An entity who seeks to supply goods by sending tender/bid/quotation.
- vi) **Notice Inviting Tenders (NIT)/ Tender Enquiry/ Tender Document/ Bidding Document/ Invitation for Bids:** A detailed document issued by the purchaser specifying his needs and the requirements, technical specifications, commercial and other general/ specific terms and conditions, in the form of advertisement.

- vii) **Earnest Money Deposit / Bid Security:** Monetary guarantee furnished by a tenderer along with his tender, at the rate / amount specified in the NIT.
- viii) **Security Deposit / Performance Security:** Monetary guarantee furnished by the successful tenderer for due performance of the contract concluded with it *in the form acceptable to the University (demand draft/bank guarantee/fixed deposit receipt drawn in favour of Finance Officer, University of Hyderabad).*

1.7 Abbreviations

Standard Abbreviations have been used in this Manual. Some important abbreviations are listed below for ready reference.

AB	Airway Bill
AD	Authorized Dealer/Distributor
AoT	Acceptance of Tender
AMC	Annual Maintenance Contract
ATE	Advertised Tender Enquiry
BG	Bank Guarantee
BL	Bill of Lading
CC & CNF	Computer Centre and Campus Network Facility
CD	Customs Duty
CE	Controller of Examinations
CIF	Cost, Insurance & Freight
CIP	Carriage and Insurance Paid
CPC	Central Purchase Committee
CPU	Central Procurement Unit
CW	Chief Warden
Dean	Dean of the School
DC	Delivery Challan
DGS&D	Directorate General of Supplies & Disposals, GoI
DPE	Director, Physical Education
DSW	Dean, Students' Welfare
DP	Delivery Period
EE	Executive Engineer
EMD	Earnest Money Deposit
IAO	Internal Audit Officer
FM	Force Majeure
FO	Finance Officer
FOB	Free On Board
FOR	Free On Rail / Road
GST	Goods and Services Tax
HoD	Head of the Department
LoC	Letter of Credit
LDs	Liquidated Damages

LTE	Limited Tender Enquiry
MSME	Micro, Small & Medium Enterprises
NSIC	National Small Scale Industries Corporation
NIT	Notice Inviting Tender
OEM	Original Equipment Manufacturer
PC	Purchase Committee
PI	Principal Investigator including Faculty In-charge
PO	Purchase Order
PBG	Performance Bank Guarantee
PS	Performance Security
PSO	Principal Scientific Officer, Central Instruments Laboratory
PSU	Public Sector Undertaking
PVC	Pro Vice-Chancellor
RC	Rate Contract
RO	Repeat Order
RR	Railway Receipt
SE	Superintending Engineer
SIP	Study India Programme
SO	Supply Order
SSI	Small Scale Industries
UE	University Engineer
UWD	University Works Department
VC	Vice-Chancellor
WO	Work Order

1.8 Standards of Financial Propriety

Every Officer incurring or authorizing expenditure from public moneys should be guided by high standards of financial propriety. Every officer should also enforce financial order and strict economy and see that all relevant financial rules and regulations are observed, by his own office and by subordinate disbursing officers. Among the principles on which emphasis is generally laid are the following:

- (i) Every officer is expected to exercise the same vigilance in respect of expenditure incurred from public moneys as a person of ordinary prudence would exercise in respect of expenditure of his own money.
- (ii) The expenditure should not be prima facie more than the occasion demands.
- (iii) No authority should exercise its powers of sanctioning expenditure to pass an order which will be directly or indirectly to its own advantage.
- (iv) Expenditure from public moneys should not be incurred for the benefit of a particular person or a section of the people, unless –
 - (a) a claim for the amount could be enforced in a Court of Law, or
 - (b) the expenditure is in pursuance of a recognized policy or custom.

1.9 Fundamental principles of public buying (for all procurements including procurement of works) (Rule 144 of GFR 2017)

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

- i. The description of the subject matter of procurement to the extent practicable should be objective, functional, generic and measurable and specifying technical, qualitative and performance characteristics and should not indicate a requirement for a particular trade mark, trade name or brand name.
- ii. The specifications in terms of quality, type etc., as also quantity of goods to be procured, should be clearly spelt out keeping in view the specific needs. The specifications so worked out should meet the basic needs of the School/Department, without including superfluous and non-essential features, which may result in unwarranted expenditure.
- iii. Where applicable, the technical specifications shall, to the extent practicable, be based on the national technical regulations or recognized national standards or building codes, wherever such standards exist, and in their absence, be based on the relevant international standards.
- iv. Care should also be taken to avoid purchasing quantities in excess of requirement to avoid inventory carrying costs.
- v. Offers should be invited following a fair, transparent and reasonable procedure.
- vi. The procuring authority should be satisfied that the selected offer adequately meets the requirement in all respects.
- vii. The procuring authority should satisfy itself that the price of the selected offer is reasonable and consistent with the quality required.
- viii. 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.
- ix. A complete schedule of procurement cycle from date of issuing the tender to date of issuing the contract should be published when the tender is issued.
- x. All Schools/Departments/Centres shall prepare Annual Procurement Plan before the commencement of the year and the same should also be placed on their website.

Chapter - 2

Authorities and their Responsibilities (Delegation of Financial Powers)

2.1 Authorities Competent to Purchase Goods and Services

An authority which is competent to incur expenditure may sanction the purchase of goods required for use in public service in accordance with the Delegation of Financial Powers: (Rule 145 of GFRs 2017)

S. No.	Name of the Authority / Faculty / Officer	Financial Limits up to which an authority can purchase goods or services, <i>without pre-check by the Internal Audit Officer</i>	Financial Limits up to which an authority can purchase goods or services, <i>with pre-check by the Internal Audit Officer</i>
1	Vice-Chancellor	Not Applicable	Unlimited
2	Pro-Vice-Chancellor	Not Applicable	Up to Rs. 25 lakh, in respect of Department / Sections allocated to him by the VC
3	Dean of the School / Dean, Students' Welfare (DSW) / Coordinator (R&D)	Up to Rs. 2,50,000	Up to Rs. 10,00,000 on the recommendations of the PC
4	Head / Director / Professor-in-Charge	Up to Rs. 2,00,000	Up to Rs. 5,00,000 on recommendations of the PC
5	Principal Investigator / Project Coordinator	Up to Rs. 2,50,000	Up to Rs. 5,00,000 on recommendations of the PC
6	Chief Warden	Up to Rs. 2,00,000	Up to Rs. 5,00,000 on recommendations of the PC
7	Librarian #	Up to Rs. 1,50,000 (<i>only for Maintenance</i>)	Up to Rs. 5,00,000 on recommendations of the Advisory Committee
8	Registrar	Up to Rs. 1,50,000	Up to Rs. 5,00,000 on recommendations of the CPC
9	Finance Officer	Up to Rs. 25,000 (<i>Subject to suitable modification in the Acts & Statutes</i>)	With the approval of Vice-Chancellor in each case
10	Controller of Examinations	Up to Rs. 1,50,000	With the approval of Vice-Chancellor in each case
11	Director, SIP, Physical Education and CC&CNF	Up to Rs. 1,00,000	Up to Rs. 5,00,000 on recommendations of the PC
12	Professor-in-Charge, Health Centre	Up to Rs. 1,00,000	With the approval of Vice-Chancellor in each case
13	Principal Scientific Officer, CIL	Up to Rs. 1,00,000	Up to Rs. 5,00,000 on recommendations of the PC
14	University Engineer *	Up to Rs. 1,00,000 (<i>purchase of goods & services</i>)	With the approval of Vice-Chancellor in each case
15	Executive Engineer	Up to Rs. 25,000	Not applicable
16	Chief Medical Officer (I/c), Health Centre	Up to Rs. 25,000	Not applicable

In respect of purchase of books, journals, e-journals, etc., the procedure hitherto being followed shall be adhered to.

** In respect of execution of all civil, maintenance, repair works etc., the procedure hitherto being followed shall be adhered to.*

In respect of the Heads / Officers / Authorities other than the above and newly created positions, if any, in future, the Vice-Chancellor shall delegate the necessary financial powers from time to time.

Note: In-principle approval of the Vice-Chancellor for purchase of all types of vehicles, furniture, air-conditioner, digital camera, laptop and mobile phone is required to be obtained before initiating purchase process, irrespective of their estimated cost.

Chapter - 3

Constitution of various Committees

3.1 Constitution of Local Purchase Committee (LPC)

The following will be the composition of the Local Purchase Committee.

Dean / Head / Director / Coordinator / Professor-in-Charge / PI / Competent Financial Authorities may constitute Local Purchase Committee comprising three members from the concerned Department / Section (Faculty, Officers and Staff) for procurement of Goods and Services costing above Rs. 25,000/- and up to Rs. 2.5 lakh, on each occasion.

3.2 Constitution of Purchase Committee (PC)

A Purchase Committee, separately for each School/Academic Department, Research Centre, other Functional and Administrative Departments, is to be notified by the General Administration Department with the approval of the Vice-Chancellor for procurement of Goods and Services costing above Rs. 2.5 lakh, on each occasion. The tenure of Purchase Committee (PC) is for a period of two (2) years. The composition shall be as under:

S. No.	Departments / Sections / Units	Composition of Purchase Committee
1	School / Department / Centre	Chairman: Dean of the concerned School Member Secretary: Head / Director / Coordinator of the concerned Department/Centre Members: 1. Senior Most Professor of the concerned Department/Centre on rotation basis 2. Senior Most Associate Professor of the concerned Department/Centre on rotation basis 3. Senior Most Assistant Professor of the concerned Department/Centre on rotation basis 4. Finance Officer or his representative <i>External / Internal Technical Expert (for the items that need technical evaluation, where necessary)</i>
2	All Research / Consultancy Projects, including School, Department & Central Facility Projects	The Purchase Committee of the School / Department / Centre, as stated in S. No. 1 above shall be the Purchase Committee for Projects. In-addition to the above, the concerned Principal Investigator / Project Coordinator, shall be the Member Secretary and the Head/Director/Coordinator will be the Member.

3	Registrar's Office (All Administrative Departments - Estate Section, GAD, CPU, Sanitation, Horticulture, Security, CE Office, F&A, IAO, etc.,)	A Central Purchase Committee for all non-academic departments / Sections, comprising the following members: Chairman: Registrar or any statutory officer as nominated by the Vice-Chancellor (<i>depending on the end-user Department</i>) Member Secretary: Deputy Registrar concerned Members: 1. Deputy Registrar (F&A) representing F&A 2. Deputy Registrar (A&E) representing CE 3. Executive Engineer representing UWD <i>External / Internal Technical Expert (for the items that need technical evaluation, where necessary)</i>
4	Library / Central Instrumentation Laboratory/ Computer Centre / Campus Networking Facility / Health Centre / Study India Programme	The Advisory Committee of the concerned Department/ Section / Unit shall be the Purchase Committee for procurement of goods and services. In addition to the members of the Advisory Committee, the Finance Officer or his representative shall be a member of the Purchase Committee. <i>External / Internal Technical Expert (for the items that need technical evaluation, where necessary)</i>
5	Chief Warden's Office	Chairman: Chief Warden Members: 1. one Deputy Chief Warden 2. one Warden from Men's Hostels 3. one Warden from Ladies' Hostels 4. Finance Officer or his representative <i>External / Internal Technical Expert (for the items that need technical evaluation, where necessary)</i>
6	Dean, Student Welfare	Chairman: Dean, Students Welfare Members: 1. one Deputy DSW 2. one Warden/ Faculty 3. Finance Officer or his representative <i>External / Internal Technical Expert (for the items that need technical evaluation, where necessary)</i>
7	E-Learning Centre / Centre for Distance and Virtual Learning (CDVL)	Chairman: Director, e-Learning Member Secretary: concerned Course Coordinator Members: 1. Director, CDVL 2. Assistant Director, E-Learning

		<p>3. Three other Coordinators</p> <p>4. Finance Officer or his representative</p> <p><i>External / Internal Technical Expert (for the items that need technical evaluation, where necessary)</i></p>
8	Computer Centre & Central Networking Facility	<p>The Advisory Committee of the CC & CNF shall be the Purchase Committee for procurement of goods and services. In addition to the members of the Advisory Committee, the Finance Officer or his representative shall be a member of the Purchase Committee.</p> <p><i>External / Internal Technical Expert (for the items that need technical evaluation, where necessary)</i></p>

The Deans / Directors / Coordinators / Chief Warden / Registrar / concerned authorities, shall recommend the names of the members of the Purchase Committee to the Vice-Chancellor through General Administration Department (GAD). The GAD, after obtaining the approval of the Vice-Chancellor, shall notify the Constitution of the above Purchase Committees.

In respect of the Departments / Centres / Sections other than the above Departments / Centres/ Sections that would be created in future, the concerned In-charge / Head shall recommend the names of the members of the Purchase Committee to the Vice-Chancellor for constitution of the Purchase Committee.

3.3 Constitution of Tender Opening Committee

The LPC / Purchase Committee shall also act as a Tender Opening Committee.

3.4 Constitution of Technical Bid Evaluation Committee

The LPC / Purchase Committee shall also act as the Technical Bid Evaluation Committee to evaluate the Technical Bids.

3.5 Constitution of Financial Bid Evaluation Committee

The LPC / Purchase Committee shall also act as the Financial Bid Evaluation Committee to evaluate the Financial Bids.

Note: The Technical / Financial Bid Evaluation Committee may co-opt member(s) as per requirement, wherever necessary. However, the co-opted member (s) can only advise the Committee.

3.6 Quorum and Procedure for evaluation of bids by the PC

The quorum for Local Purchase Committee / Purchase Committee / Tender Opening Committee / Technical Bid Evaluation Committee / Financial Bid Evaluation Committee will be 50%, with the provision that the presence of the Chairman and FO's representative is mandatory. In case of any dis-agreement by any member with the opinion of other members of PC, the same should be recorded in writing in proceedings of the Purchase Committee. The Purchase Committee shall recommend the purchase proposal considering the opinion of the majority members.

Wherever, the negotiations are required to be conducted for reduction of price that was unreasonable, the Finance Officer or his nominee should invariably be invited. The minutes, thereof, be recorded and signed by the members of the PC and FO or his representative.

The Purchase Committee will carefully decide the specifications of the item(s), if required, before publishing the NIT and make them as broad based as possible in order to induce and encourage competition. It has to ensure that fair chance is given to every genuine competitor. Thus, restrictive clauses and tailor-made clauses that suit a particular group or a group of suppliers should be avoided. If desired, a Technical Bid Evaluation Committee consisting of technical / subject experts may also be constituted to finalise the specifications of items of procurement.

Chapter - 4

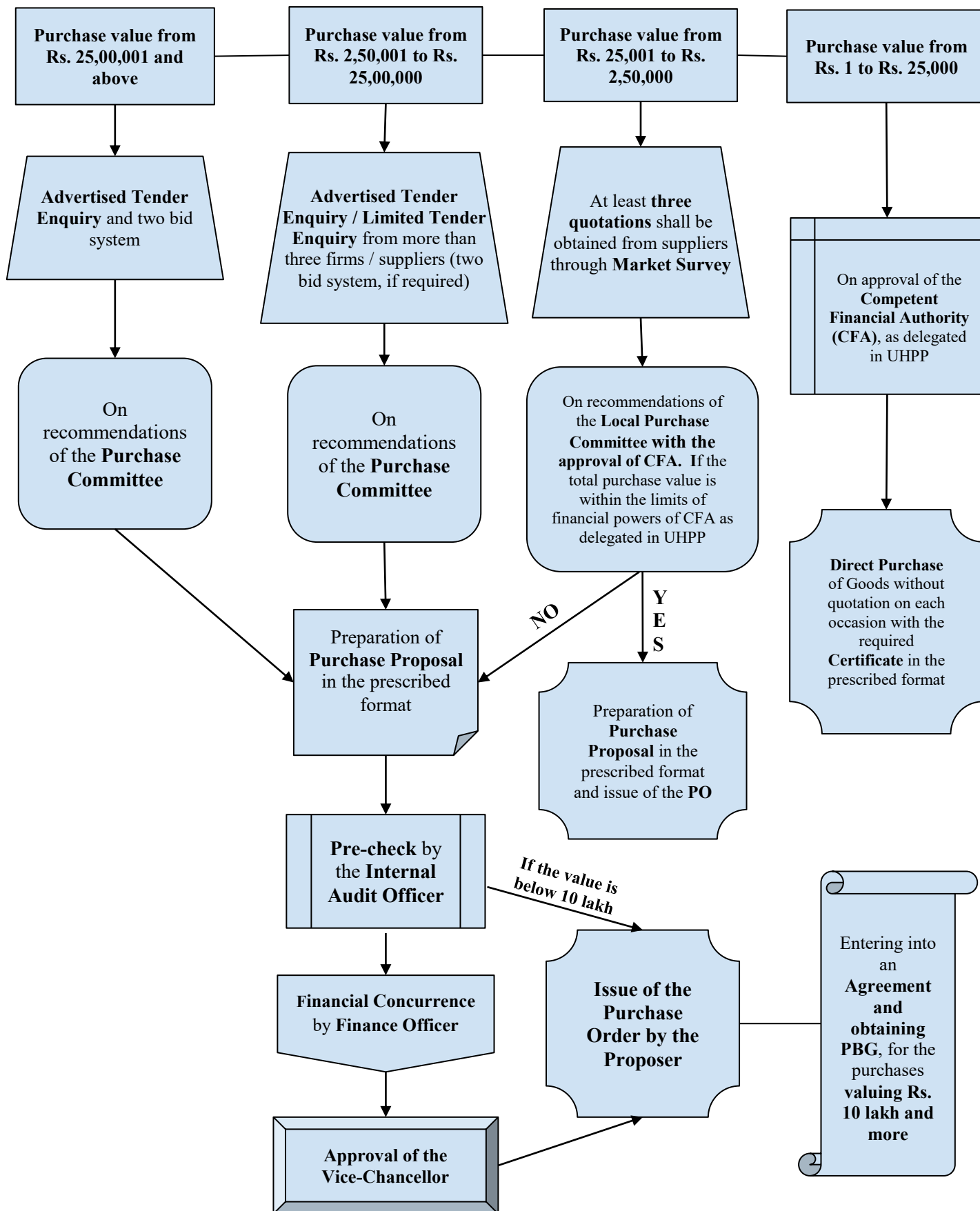
Modes and General Procedures in Procurement

4.1 Steps to be followed at the time of pre-tender and post-tender process, on the basis of estimated cost of the each tender:

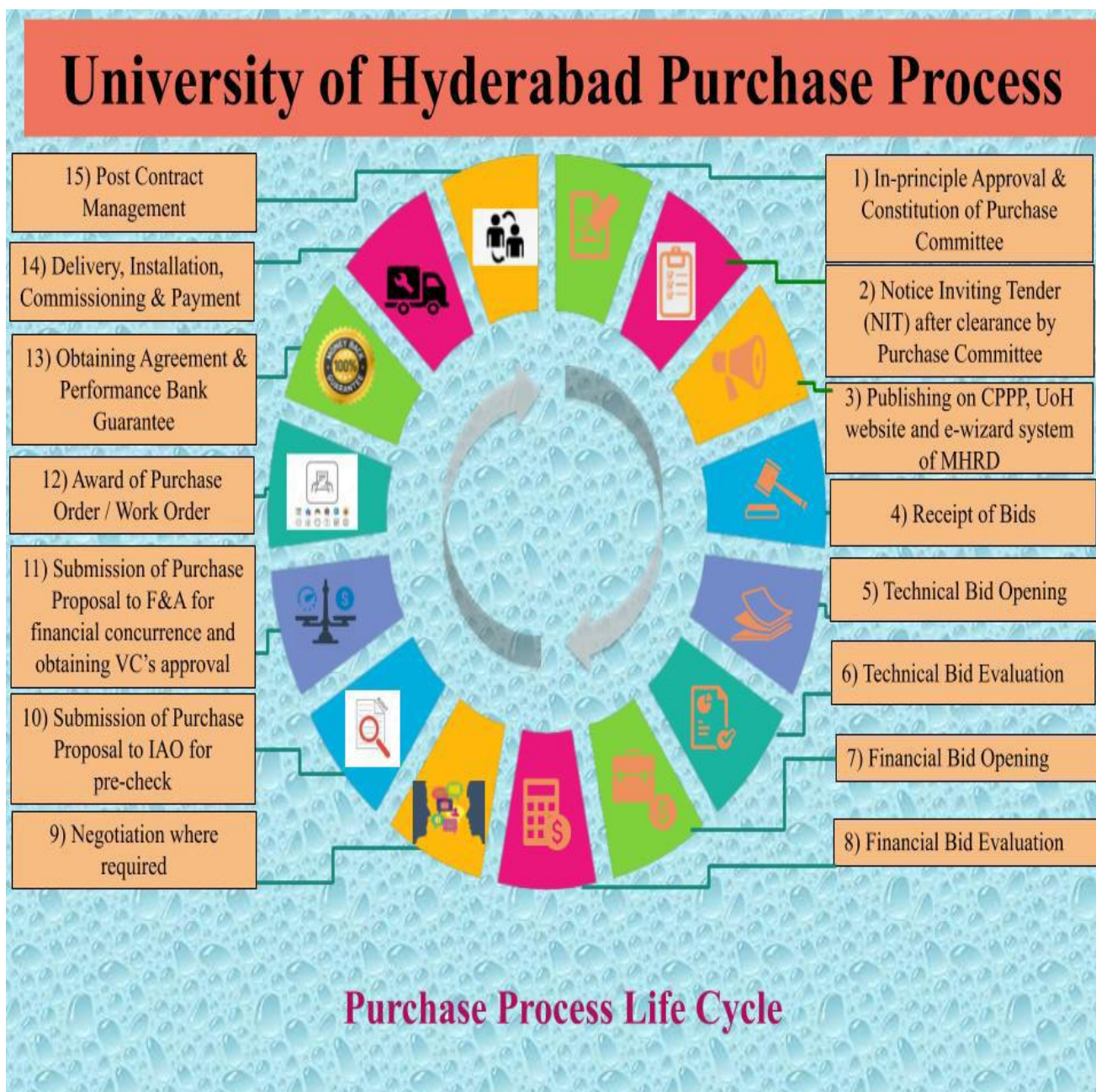
Steps involved	Total estimated cost of Goods / Services			
	Rs. 25,00,001 and above	Rs. 2,50,001 to Rs. 25,00,000	Rs. 25,001 to Rs. 2,50,000	up to Rs. 25,000/-
In-principle approval of the Competent Authority (CFA) / Vice-Chancellor	Required In-principle approval by the Vice-Chancellor, before initiation of Purchase Process (tender enquiry)	Required In-principle approval by the Competent Financial Authority / Vice-Chancellor, before initiation of Purchase Process (tender enquiry)	Required In-principle approval by the Dean / Head / PI / Competent Financial Authority, before initiation of Purchase Process (tender enquiry)	Required In-principle approval by the Dean / Head / PI / Competent Financial Authority, before initiation of Purchase Process
Mode of obtaining bids	Advertised Tender Enquiry under two bid system	Advertised Tender Enquiry (or) Limited Tender Enquiry from more than three firms / suppliers (two bid system, if required)	At least three quotations shall be obtained from suppliers / firms through Market Survey by the members of the Local Purchase Committee	Purchase of Goods without quotation on each occasion with Certificate in the prescribed format
e-publish / e-procure (CPPP) / e-Tendering through ITI Limited Portal recommended by MHRD	Mandatory to e-publish the NIT on the CPPP besides uploading on the University website / e-procurement through CPPP / e-Tendering (e-Wizard System solution of MHRD)	Mandatory to e-publish the NIT on the CPPP besides uploading on the University website / e-procurement through CPPP/ e-Tendering (e-Wizard System solution of MHRD)	Not required	Not Required

Government e-Marketplace (GeM)	Above Rs.5,00,000/- through the supplier having lowest price meeting the requisite quality, specification and delivery period after mandatorily obtaining bids, using online bidding or reverse auction tool provided on GeM	Above Rs.25,000/- and up to Rs.5,00,000/- through the GeM Seller having lowest price amongst the available sellers, of at least three different manufacturers, on GeM	Up to Rs.25,000/- through any of the available suppliers on the GeM, meeting the requisite quality, specification and delivery period
Endorsement by the Purchase Committee	Requires recommendations by Purchase Committee for Purchase of Goods / Services	Requires recommendations by Local Purchase Committee for Purchase of Goods / Services	Requires approval of the Competent Financial Authority
Pre-check by IAO	All Purchase Proposals costing above Rs. 2.5 lakh are required to be sent to IAO for Pre-Check	Not Required, if the total purchase value is within the financial limits of CFA as delegated in UHPP(at Para No. 2.1 of Chapter 2)	Not Required
Financial Concurrence by F&A	Required for all Purchase Proposals costing above Rs. 10 lakh	Not Required	Not Required
Approval of the Purchase Proposal by the Vice-Chancellor	Required for all Purchase Proposals costing above Rs. 10 lakh after the financial concurrence by the Finance Officer	Not Required	Not Required
Entering into a Agreement with the Supplier / Representative	Agreement needs to be entered into with the Manufacturer or Supplier or their Representative in the prescribed format, for the purchases costing more than Rs. 10 lakh . Draft Agreement needs to be sent to IAO for pre-check.	Not Required	Not Required
Obtaining Performance Bank Guarantee (PBG)	Performance Bank Guarantee (PBG) for 7.5% of the basic value, valid for the entire warranty period plus grace period of 60 days should be obtained, in respect of purchases valuing above Rs. 10 lakh . If Supplier / Representative did not furnish the PBG, the 7.5% of basic price may be retained with the University till the completion of the entire warranty period. Draft PBG may be sent to IAO for vetting.	Not Required	Not Required

4.2 Flow Chart of the Purchase Process / Procedures



4.3 Purchase Process Life Cycle



Chapter - 5

Rules for Procurement of Goods and Services

5.1 Applicability of General Financial Rules 2017 (Rule 1 of GFRs 2017)

The General Financial Rules, 2017 shall be applicable to all Central Government Ministries / Departments, attached and subordinate bodies. The provisions contained in GFRs are deemed to be applicable to Autonomous Bodies except to the extent the bye-laws of an Autonomous Body provides for separate Financial Rules which have been approved by the Government.

5.2 Purchase of goods without quotation (Rule 154 of GFRs 2017)

Purchase of goods up to the value of Rs. 25,000 (Rupees twenty five thousand) only on each occasion may be made without inviting quotations or bids on the basis of a Certificate to be recorded by the competent authority in the following format.

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

5.3 Purchase of goods by Local Purchase Committee (Rule 155 of GFRs 2017)

Purchase of Goods by Purchase Committee: In case a certain item is not available on the Gem portal, Purchase of goods costing above Rs. 25,000 (Rupees twenty five thousand only) and up to Rs.2,50,000 (Rupees two lakh and fifty thousand only) on each occasion may be made on the recommendations of a duly constituted Local Purchase Committee consisting of three members by the Head / Dean of the Department / School. The Committee will survey the market to ascertain the reasonableness of rate, quality and specifications and identify the appropriate supplier, by collecting minimum 3 quotations.

Before recommending placement of the purchase order, the members of the committee shall 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, and it is not debarred by Department of Commerce or MHRD / University.”

5.4 Purchase of goods by obtaining bids (Rule 158 of GFRs 2017)

Except in cases covered under Rule 154,155, and 156(1) of GFR 2017, Departments shall procure goods as per the delegation of powers by following the standard method of obtaining bids in:

- (i) Single Tender Enquiry
- (ii) Limited Tender Enquiry
- (iii) Advertised (Open) Tender Enquiry

5.5 Single Tender Enquiry (Purchases on proprietary basis) (Rule 166 of GFRs 2017)

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 competent authority obtained.
- iii. For standardization of machinery or spare parts to be compatible to the existing sets of equipment (on the advice of a competent technical expert and approved by the competent authority), the required item is 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 Rule 166 (i) and 166 (iii) as applicable.

Proprietary Article Certificate

- (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 / pre-check by IAO to the proposal vide:*
- (iv) *Approval of the competent authority vide:*

(Signature with date and designation of the indenting officer)

This clause is to be incorporated when procurement of Proprietary Article is made from a single source.

The bidders should furnish **Proprietary Article Certificate (PAC)** along with their technical bid in the following format:

Proprietary Article Certificate (PAC) from the firm

1. *This is to certify that the equipment / items:
quoted by us vide quotation No. dated is /
are an article of proprietary nature, and we are only manufactures of the said item.*
2. *These items are solely manufactured by us and not by anyone else in the Country /
entire World.*
3. *The Proprietary items exclusively manufactured / assembled by us (vide License No.
..... valid up to) and none other in the Country / entire World.*

Date:

For M/s.

Authorised Signatory & Company Seal

5.6 Limited Tender Enquiry (LTE) (Rule 162 of GFRs 2017)

- (i) This method may be adopted when estimated value of the goods to be procured is up to Rupees Twenty Five Lakh (Rs. 25,00,000). Copies of the bidding document should be sent directly by Speed Post/Registered Post/Courier/ email to firms which are borne on the list of registered suppliers for the goods in question as referred under Rule 150. The number of supplier firms in Limited Tender Enquiry 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. Further, an organisation should publish its limited tender enquiries on Central Public Procurement Portal (CPPP) as per Rule 159. Apart from CPPP, the organisation should publish the tender enquiries on the Department's or Ministry's or University's website.
- (ii) The unsolicited bids should not be accepted. However Ministries/ Departments should evolve a system by which interested firms can register and bid in next round of tendering.
- (iii) Purchase through Limited Tender Enquiry may be adopted even where the estimated value of the procurement is more than Rupees twenty-five Lakh, in the following circumstances.
 - (a) The competent authority in the Ministry or Department 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 Ministry or Department should also put on record the nature of the urgency and reasons why the procurement could not be anticipated
 - (b) There are sufficient reasons, to be recorded in writing by the competent authority, indicating that it will not be in public interest to procure the goods through advertised tender enquiry.
 - (c) The sources of supply are definitely known and possibility of fresh source(s) beyond those being tapped is remote.
- (iv) Ordinarily, the minimum time to be allowed for submission of bids should be two to three weeks from the date of publication of the tender notice. Where the Department also contemplates obtaining bids from abroad, the minimum period should be kept as four weeks for both domestic and foreign bidders.

5.7 Advertised (Open) Tender Enquiry (Rule 161 of GFRs 2017)

- i. Subject to exceptions incorporated under Rule 154, 155, 162 and 166, invitation to tenders by advertisement should be used for procurement of goods of estimated value of Rs. 25 lakh (Rupees Twenty Five Lakh) and above. Advertisement in such cases should be given on Central Public Procurement Portal (CPPP) at <https://eprocure.gov.in/epublish/app> and on GeM at <https://gem.gov.in/>. An organisation having its own website should also publish all its advertised tender enquiries on the website.
- ii. The organisation should also post the complete bidding document in its website and on CPPP to enable prospective bidders to make use of the document by downloading from the web site.

- iii. The advertisements for invitation of tenders should give the complete web address from where the bidding documents can be downloaded.
- iv. In order to promote wider participation and ease of bidding, no cost of tender document may be charged for the tender documents downloaded by the bidders.
- v. Where the Ministry or Department feels that the goods of the required quality, specifications etc., may not be available in the country and it is necessary to also look for suitable competitive offers from abroad, the Ministry or Department may send copies of the tender notice to the Indian Embassies abroad as well as to the foreign Embassies in India. The selection of the embassies will depend on the possibility of availability of the required goods in such countries. In such cases e-procurement as per Rule 160 may not be insisted upon.
- vi. 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 sale, whichever is later. Where the Department also contemplates obtaining bids from abroad, the minimum period should be kept as four weeks for both domestic and foreign bidders.

5.8 Government e-Market Place (GeM) (Rule 149 of GFRs 2017)

Government of India established the Government e-marketplace (GeM) for common use goods and services. GeM-SPV will ensure adequate publicity including periodic advertisement of the items to be procured through gem for the prospective suppliers. The procurement of goods and services by ministries or departments will be mandatory for goods or services available on GeM. The credentials of suppliers on GeM shall be certified by GeM-SPV. The procuring authorities will certify the reasonability of rates. The GeM portal shall be utilized by the government buyers for direct on-line purchases as under:

- i) up to Rs.25,000 through any of the available suppliers on the GeM, meeting the requisite quality, specification and delivery period.
- ii) above Rs.25,000 and up to Rs.5,00,000 through the GeM seller having lowest price amongst the available sellers (excluding automobiles where current limit of Rs.30 lakh will continue), of at least three different manufacturers, on GeM, meeting the requisite quality, specification and delivery period. the tools for online bidding and online reverse auction available on GeM can be used by the buyers even for procurements less than Rs 5,00,000/-.
- iii) Above Rs, 5,00,000 through the Supplier having the lowest Price meeting the requisite quality, specification and delivery period after mandatorily obtaining bids, using Online Bidding or Reverse Auction Tool Provided On GeM (Excluding Automobiles where current limit of Rs.30 Lakh will continue).
- iv) The invitation for the online e-bidding /reverse auction will be available to all the existing Sellers or other Sellers registered on the portal and who have offered their goods/services under the particular product/service category, as per terms and conditions of GeM.
- v) The above mentioned monetary ceiling is applicable only for purchases made through GeM. For purchases, if any, outside GeM, relevant GFR shall apply.

- vi) The Ministries/Departments shall work out their procurement requirements of Goods and Services on either “OPEX” model or “CAPEX” model as per their requirement/ suitability at the time of preparation of Budget Estimates (BEs) and shall project their Annual Procurement Plan of goods and services on GeM portal within 30 days of Budget approval.
- vii) The Government Buyers may ascertain the reasonableness of prices before placement of order using the Business Analytics (BA) tools available on GeM including the Last Purchase Price on GeM, Department’s own Last Purchase Price etc.
- viii) A demand for goods shall not be divided into small quantities to make piecemeal purchases to avoid procurement through L-1 Buying / bidding / reverse auction on GeM or the necessity of obtaining the sanction of higher authorities required with reference to the estimated value of the total demand.

Website: <https://gem.gov.in/>

5.9 E-Publishing (Rule 159 of GFRs 2017)

- (i) It is mandatory for all Ministries/ Departments of the Central Government, their attached and Subordinate Offices and Autonomous / Statutory Bodies to publish their tender enquiries, corrigenda thereon and details of bid awards on the Central Public Procurement Portal (CPPP).
- (ii) Individual cases where confidentiality is required, for reasons of national security, would be exempted from the mandatory e-publishing requirement. The decision to exempt any case on the said grounds should be approved by the Secretary of the Ministry/ Department with the concurrence of the concerned Financial Advisor. In the case of Autonomous Bodies and Statutory Bodies’, approval of the Head of the Body with the concurrence of the Head of the Finance should be obtained in each such case. Statistical information on the number of cases in which exemption was granted and the value of the concerned contract should be intimated on a quarterly basis to the Ministry of Finance, Department of Expenditure.
- (iii) The above instructions apply to all Tender Enquiries, Requests for Proposals, Requests for Expressions of Interest, Notice for pre-Qualification/ Registration or any other notice inviting bids or proposals in any form whether they are advertised, issued to limited number of parties or to a single party.
- (iv) In the case of procurements made through DGS&D Rate Contracts or through another Central Procurement Organizations (CPOs) only award details need to be published.
- (v) These instructions would not apply to procurements made in terms of provisions of Rules 154 (Purchase of goods without quotations) or 155 (Purchase of goods by Local Purchase Committee) of General Financial Rules.

Website: <https://eprocure.gov.in/epublish/app>

5.10 E-Procurement (Rule 160 of GFRs 2017)

- (i) It is mandatory for Ministries/ Departments to receive all bids through e-procurement portals in respect of all procurements.
- (ii) Ministries/ Departments which do not have a large volume of procurement or carry out procurements required only for day-to-day running of offices and also have not initiated e-procurement through any other solution provided so far, may use e-procurement solution developed by NIC. Other Ministries/ Departments may either use e-procurement solution developed by NIC or engage any other service provider following due process.
- (iii) These instructions will not apply to procurements made by Ministries / Departments through DGS&D Rate Contracts.
- (iv) In individual cases where national security and strategic considerations demand confidentiality, Ministries/ Departments may exempt such cases from e-procurement after seeking approval of concerned Secretary and with concurrence of Financial Advisers.
- (v) In case of tenders floated by Indian Missions Abroad, Competent Authority to decide the tender, may exempt such case from e - procurement.

E – Procurement: Purchase of goods through electronic mode of interface with tenderers and IT-enabled management of the entire procurement process is gradually gaining popularity. In order to cut down transaction costs and improve efficiency and transparency, it is made mandatory to procure all goods / services with estimated value of Rs. 10 lakh electronically.

Website: <https://eprocure.gov.in/eprocure/app>

5.11 e-Tendering System of Ministry of Human Resource Development

The Ministry of Human Resource Development implemented e-Tendering / e-Auction / Smart Payment / e-Wizard System solution through ITI Limited (A Government of India Undertaking and a PSU of Ministry of Communication and Information Technology). The MHRD has directed (Communicated vide OM dated 26.04.2019) all the attached offices, educational institutions, autonomous bodies and subordinate offices to mandatorily adopt e-wizard system from 01.05.2019.

The ITI Limited will provide the training on operation of software for creating / publishing / processing of tenders / auctions to the concerned users. In case of any doubt, clarification, users may also contact the Nodal Officer viz., Director, CC and CNF, for the e-wizard system of ITI Limited.

Websites: <https://www.tenderwizard.com/index.html> / <http://www.itilt-d-india.com/Tender-EoI>

5.12 Registration of Suppliers (Rule 150 of GFRs 2017)

- (i) For Goods and Services not available on GeM, Head of Ministry / Department may also register suppliers of goods and services which are specifically required by that department or office, periodically. Registration of the supplier should be done following a fair, transparent and reasonable procedure and after giving due publicity. Such registered suppliers should be boarded on GeM as and when the item or service gets listed on GeM.
- (ii) Credentials viz., manufacturing capability, quality control systems, past performance, after-sales service, financial background etc. of the supplier(s) should be carefully verified before registration.
- (iii) The supplier(s) will be registered for a fixed period (between 1 to 3 years) depending on the nature of the goods. At the end of this period, the registered supplier(s) willing to continue with registration are to apply afresh for renewal of registration. New supplier(s) may also be considered for registration at any time, provided they fulfil all the required conditions.
- (iv) Performance and conduct of every registered supplier is to be watched by the concerned Ministry or Department. The registered supplier(s) are liable to be removed from the list of approved suppliers if they fail to abide by the terms and conditions of the registration or fail to supply the goods on time or supply substandard goods or make any false declaration to any Government agency or for any ground which, in the opinion of the Government, is not in public interest.
- (v) The List of Registered Suppliers: The Subject manner of Procurement be exhibited on Websites of the Procuring Entity / E-Procurement Portals.

5.13 Annual Maintenance Contract (AMC) (Rule 169 of GFRs 2017)

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 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 thereafter. If required, the cost of AMC may be paid in advance for a period not exceeding six months.

The annual maintenance contract, repair contract, repair work from the manufacturer/ manufacturer's authorized supplier, in respect of various equipment, ranging between 5 and 10% of the equipment cost, may be entered into following the purchase rules. In all other cases, quotations will be invited and the normal purchase procedure shall be adhered to. However, preference may be given to award the AMC to the supplier who has originally supplied the machine / equipment for better maintenance after going through price negotiation, if required.

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

1. AMC should be from a prospective date. In order to ensure this, action shall be initiated for renewal of AMC at least 60 days before the expiry of current AMC.
2. In case of renewal, a copy of service report /log book should be sent along with the renewal proposal.
3. 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 proposal. The proposer should also analyse and justify the reasons for increased cost of AMC.
4. In case of high-value AMC, the payment terms should be negotiated with the service provider and may be made after completion of half-yearly or quarterly basis.
5. The equipment or machinery is maintained free of cost by the supplier with comprehensive AMC for 3 years plus non-comprehensive AMC for 2 years (or) such other extended periods as the contract terms may provide; and the paid Annual Maintenance should commence only thereafter, if required.

5.14 Minor Construction / Repair / Renovation / Electrical Work

Considering the large volume of construction works being undertaken annually by the Schools of the University, all the minor construction / repair / renovation / electrical work up to Rs. 2 lakh may be carried out at the School level with due approval of the Competent Authority. It is the responsibility of the school to ensure that work has been done as per specification and the rate applied is at prevailing market rate. Rate schedule from UWD may be obtained to ensure reasonability of rates. It shall also be the responsibility of the user to ensure that the basic structure in the University is not disturbed.

5.15 Tender Document

The tender documents comprise the detailed technical specifications, drawings, terms & conditions of purchase / contract. The text of the bidding document should be user-friendly, self-contained and comprehensive without any ambiguity. All essential information, which a bidder needs for sending responsive bid, should be clearly spelt out in the bidding document in simple language.

In order to induce and encourage competition, adequate care should be taken to ensure that fair chance is given to every genuine competitor. Thus, restrictive clauses and tailor-made clauses that suit a particular group or a group of suppliers should be avoided. If desired, a Technical Bid Evaluation Committee consisting of technical / subject experts may also be constituted to finalise the specifications of items of procurement.

Contents of Bidding Document (Rule 168 of GFRs 2017)

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

Chapter – 1: Instructions to Bidders

Chapter – 2: Conditions of Contract

Chapter – 3: Schedule of Requirements

Chapter – 4: Specifications and allied Technical Details

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

Chapter – 6: Contract Form

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

5.16 Two Bid System (simultaneous receipt of separate technical and financial bids) *(Rule 163 of GFRs 2017)*

For purchasing high value plant, machinery etc. of a complex and technical nature, bids are to be obtained in two parts as under:

- i. Technical bid consisting of all technical details along with commercial terms and conditions; and
- ii. Financial bid indicating item-wise price for the items mentioned in the technical bid. The technical bid and the financial bid should be sealed by the bidder in separate covers duly super-scribed and both these sealed covers are to be put in a third (bigger) cover which should also be sealed and super-scribed.

The technical bids are to be opened by the purchasing Department or PI at the first instance and evaluated by a competent committee or authority. At the second stage financial bids of only these technically acceptable/qualifying offers should be opened after intimating them the date and time of opening the financial bid for further evaluation and ranking before awarding the contract.

5.17 Two-Stage Bidding (obtaining bids in two stages with receipt of financial bids after receipt and evaluation of technical bids) *(Rule 164 of GFRs 2017)*

(i) School / Department / Centre may procure the subject matter of procurement by the method of **two-stage bidding**, if

- a. it is not feasible to formulate detailed specifications or identify specific characteristics for the subject matter of procurement, without receiving inputs regarding its technical aspects from bidders; or
- b. the character of the subject matter of procurement is subject to rapid technological advances or market fluctuations or both; or
- c. Ministry/Department seeks to enter into a contract for the purpose of research, experiment, study or development, except where the contract includes the production of items in quantities sufficient to establish their commercial viability or to recover research and development costs; or
- d. The bidder is expected to carry out a detailed survey or investigation and undertake a comprehensive assessment of risks, costs and obligations associated with the particular procurement.

- (ii) The procedure for two stage bidding shall include the following, namely:
- a. in the first stage of the bidding process, the Proposer / PI shall invite bids through advertised tender containing the technical aspects and contractual terms and conditions of the proposed procurement without a bid price;
 - b. all first stage bids, which are otherwise eligible, shall be evaluated through an appropriate committee;
 - c. the committee may hold discussions with the bidders and if any such discussion is held, equal opportunity shall be given to all bidders to participate in the discussions;
 - d. in revising the relevant terms and conditions of the procurement, the procuring entity shall not modify the fundamental nature of the procurement itself, but may add, amend or omit any specification of the subject matter of procurement or criterion for evaluation;
 - e. in the second stage of the bidding process, the procuring entity shall invite bids from all those bidders whose bids at the first stage were not rejected, to present final bid with bid prices in response to a revised set of terms and conditions of the procurement;
 - f. any bidder, invited to bid but not in a position to supply the subject matter of procurement due to modification in the specifications or terms and conditions, may withdraw from the bidding proceedings without forfeiting any bid security that he may have been required to provide or being penalised in any way, by declaring his intention to withdraw from the procurement proceedings with adequate justification.

5.18 Late and Delayed Tenders (*Rule 188 of GFRs 2017*)

Late bids i.e. bids received after the specified date and time of receipt should not be considered. Tenders received after the specified time and date of opening are treated as "Late" while tenders received after the last date specified for receipt of tender but before the date of opening of the tender are treated as "Delayed". Such tenders shall be marked as late/delayed as the case may be. They shall not be opened at all and **be returned** to the bidders in their original envelope without opening.

5.19 Receipt and Opening of Tender (*Rule 187 of GFRs 2017*)

A separate Register is to be maintained for keeping records of the bids received. Such bids will be kept in safe custody with the Head / Dean / Director / PI, as the case may be, till the date & time of bid opening and then such bids will be handed over to the Tender Opening Committee (ToC).

Tenders received within specified time and date shall be opened by the duly constituted tender opening committee.

Bids asked for from the bidders in 'Two bid' system with technical and financial bids shall be sealed separately. The bidder should put these two sealed envelopes in a bigger envelope duly sealed and submit the same to the Ministry or Department by the specified date and time at the specified place. On receipt, the technical proposals should be opened first by the Ministry

or Department at the specified date, time and place.

The bids should be opened immediately after the specified deadlines of receiving of bids with minimum time gap in between. In case of two-bid tenders, the Tender Opening Committee (ToC) will first open the Techno-commercial un-priced bids (technical bid). The sealed financial bids will be signed by ToC with date and kept in the custody of Head / Dean / Director / PI, as the case may be. The financial bid will be opened only after evaluation of the technical bids.

Note: A tender box is to be kept in the prominent place for each tender. An authorised officer should invariably close the tender box immediately after expiry of the time and date set for receipt of tenders.

5.20 Bid Security / Earnest Money Deposit (EMD) (Rule 170 of GFRs 2017)

- (i) To safeguard against a bidder withdrawing or altering its bid during the bid validity period in case of advertised or limited tender enquiry, Bid Security (also known as Earnest Money) is to be obtained from the bidders except from Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department *or Startups as recognised by Department of Industrial Policy & Promotion (DIPP)*. **The bidders should be asked to furnish bid security (EMD) along with their technical bids.** Amount of bid security should ordinarily range between **two percent to five percent** of the estimated value of the goods to be procured. The amount of bid security should be determined accordingly and indicated in the bidding documents. The bid security may be accepted in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Nationalised, Scheduled and Commercial Banks or online payment, in an acceptable form, safeguarding the purchaser's interest in all respects. The bid security shall normally remain valid for a period of 45 days beyond the final bid validity period.
- (ii) Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.
- (iii) In place of a Bid security, the Ministries/ Departments may require Bidders to sign a Bid securing declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of time specified in the request for bids document from being eligible to submit Bids for contracts with the entity that invited the Bids.

Note 1: A suitable clause providing for submission of EMD at the rate of 3.5% of the estimated cost of purchase, in respect of all proposals exceeding Rs. 2.5 lakh, should be incorporated in the NIT. EMD received along with bidding documents, should be sent to Finance Officer, immediately on the next working day after opening of technical bids.

Note 2: To increase the share of purchases from the small-scale sector, the Government Stores Purchase Programme was launched in 1955-56. NSIC registers Micro & Small Enterprises (MSEs) under Single Point Registration Scheme (SPRS) for participation in Government Purchases.

Benefits of Registration

Units registered under Single Point Registration Scheme of NSIC are eligible to get the benefits under Public Procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012 as notified by Government of India, Ministry of Micro Small & Medium Enterprises, New Delhi vide Gazette Notification dated 23.03.2012.

- Issue of the Tender sets free of cost; and
- Exemption from payment of Earnest Money Deposit (EMD);

Validity Period of Registration

The Registration Certificate granted to the Micro & Small Enterprise under Single Point Registration Scheme (Revised), 2003 is valid for Two Years and will be reviewed and renewed after every two years by verifying continuous Commercial and Technical Competence of the registered Micro & Small Enterprise in manufacturing / producing the stores for which it has been registered by NSIC.

Single Point Registration Scheme (SPRS) Certificates can be verified at the following web-link: http://www.nsicspronline.com/spr_check_registration.aspx

5.21 Repeat Order

Repeat orders may be placed against any previous orders which were placed as a result of normal tendering process, if the demand is urgent and the process of tendering may not only delay in purchase but may also invite high prices.

A repeat order should not be an amalgamation of two or more orders placed with a firm on different occasions.

The School/Department/Centre should place a repeat order of a *registered order only* within the period of six months (6 months), in the same financial year. In such a repeat order, the copies of the original order, purchase documents and comparative statement signed by the members of the Purchase Committee should be enclosed while forwarding the purchase proposal.

In all cases, a specific confirmation must be obtained from the concerned supplier regarding acceptance of the same terms and conditions prior to release of the repeat order. The prices of the items being purchased on repeat order basis have not come down in the interim period and a certificate to that effect by the proposer duly certified by the CFA should be enclosed along with the proposal.

In case quantity of the item proposed to be purchased now, exceeds the quantity purchased in the earlier / original purchase order, then (i) either fresh quotation has to be called for, (ii) or the rate per piece quoted in the original / earlier purchase order is required to be negotiated. This strategy is required to be adopted as rate per piece falls down proportionate to the increase in the quantity.

5.22 Buy-Back Offer (*Rule 176 of GFRs 2017*)

Buy back arrangement of items like Computers, Monitors, Servers, Photo-copying Machines, Refrigerator, etc., and like of five year vintage or more can be made subject to the following conditions:

1. The item has been declared as unserviceable / repairs not economically beneficial (Purchase Committee has to make such a declaration duly taking the help of a technically competent expert).
2. Price bid should be obtained from various bidders.
3. Once the transaction is completed, the value of net block of such item (s) is to be written off from the Books of Accounts and removed from the Fixed Assets Register. The particulars viz., original cost of item (s), month & year in which the item (s) were acquired may be informed to the Deputy Registrar (Accounts). This fact may be recorded in the annual physical verification report which is required to be given to the Finance Officer, annually for deleting the asset from the Balance Sheet.

When it is decided with the approval of the Competent Authority to replace an existing old item(s) with a new and improved version, the School/Department may trade the existing old item while purchasing the new one. For this purpose, a suitable clause is to be incorporated in the bidding document / tender so that the prospective and interested bidders formulate their bids accordingly. Depending on the value and condition of the old item to be traded, the time as well as the mode of handing over the old item to the successful bidder should be decided and relevant details in this regard suitably incorporated in the bidding document. Further, suitable provision should also be kept in the bidding document to enable the purchaser either to trade or not to trade the item while purchasing the new one.

5.23 Negotiations

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

In case of purchases on single quotation or proprietary certificate basis, negotiations with the bidder are necessary. Wherever, the negotiations are required to be conducted for reduction of price, the Finance Officer or his nominee should invariably be involved in the process. The minutes, thereof, be recorded and signed by the members of the PC and FO or his nominee.

5.24 Liquidated Damages (Late delivery)

There should be a suitable provision in the terms and conditions of the contract for levying 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 contract.

A penalty clause for levy of liquidated damages at the rate of 1% of the basic cost of the delayed goods for each week or part thereof subject to a maximum of 5% of the delivered price / basic cost is to be incorporated in the contract terms except on account of *force majeure*. If the payment term is 100% against delivery and if there is delay in supplying the material, then penalty amount must be deducted from the bills, before releasing the payment.

5.25 Terms of Payment

(A) Payment against delivery

The normal mode of payment is 100% on bill / receipt / invoice basis, after receipt and acceptance of material in good condition (in case of equipment after satisfactory installation and commissioning of the equipment). In all normal cases, payment may be released against delivery, satisfactory installation, and commissioning. Such payment is much safer than payment through bank against documents as material itself is received against payment instead of documents. However, the PI should ensure that the material is inspected and found acceptable as per the requirements/ specifications.

Where payments are required to be released against fabrication contracts, depending upon progress of work in a phased manner, such payments may also be allowed based on verification and inspection and any other suitable safeguards as considered appropriate.

(B) Advance payment (*Rule 172 (1) of GFRs 2017*)

Advance to suppliers: Ordinarily, payments for 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 for example in the following types of cases:

- (i) Advance payment demanded by firms holding maintenance contracts for servicing of Air-conditioners, computers, other costly equipment, etc.
- (ii) Advance payment demanded by firms against fabrication contracts, turn-key contracts etc. Such advance payments should not exceed the following limits: (a) Thirty per cent of the contract value to private firms; (b) Forty per cent of the contract value to a State or Central Government agency or a Public Sector Undertaking; or (c) in case of maintenance contract, the amount should not exceed the amount payable for six months under the contract.

University may relax, in consultation with their Finance Officer, the ceilings (including percentage laid down for advance payment for private firms) mentioned above. While making any advance payment as above, adequate safeguards in the form of bank guarantee etc. should be obtained from the firm.

(C) Part Payment (Rule 172 (2) of GFRs 2017)

Part payment to suppliers: Depending on the terms of delivery incorporated in a contract, part payment to the supplier may be released after it dispatches the goods from its premises in terms of the contract.

5.26 Purchase of Imported Items

1. Quotations for import of items should be obtained in foreign currency directly from the Supplier / Manufacturer. However, if it is not possible for the supplier to supply the same in foreign currency, the same may be purchased from the Indian Representative in Indian Rupees provided the Indian Representative has agreed to supply the goods on 'High Sea Sale Contract' basis. This is essential to avoid payment of IGST besides payment of Customs Duty.
2. 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.
3. Provision of exemption / concessional rate in Customs Duty must be availed.
4. 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 the same must form part of the documents pertaining to the purchase. In such cases, agency commission to Indian Representative shall not be permissible.
5. If a foreign company has opened an office in India, then it can authorize any Indian agent to deal with the University of Hyderabad, Hyderabad.
6. The Department shall ensure that the item being imported does not fall under the restricted/negative/banned category under Import and Export Policy of the Government of India.
7. Request for quotation for items to be procured through import may be sent through email, in addition to registered post / speed post / courier.
8. The exchange rate for evaluation of price should be considered on the date of opening of price bid. This should be mentioned in the tender enquiry as well as in other connected documents clearly.
9. Term 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 depending on the situation.
10. Wherever required, the University shall avail the services of clearing and forwarding agents for foreign consignments arriving by air/sea. Such clearing and forwarding agents shall be hired on the basis of agreed terms or single consignment basis, whichever may be advantageous to the University.

11. The School 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 the said Register. All imported items shall be appropriately entered in the Fixed Asset Register.

(a) Import of Items through Individual International Debit / Credit card

Limit of payment by individual credit card is up to USD \$ 2000 or equivalent as per the directives of RBI. The purchaser must take the approval from the CFA in advance. He / she should ensure that the item is not banned. Indenter should declare that the item is exclusively for academic purpose.

(b) Opening of Irrevocable Letter of Credit

Payments to Foreign Suppliers are ordinarily made by Letters of Credit (LC) opened by the State Bank of India or any other scheduled / authorized Bank. If Letter of Credit is not opened, payment can also be made to the seller through Direct Bank Transfer for which buyer has to ensure that payment is released only after the receipt of prescribed documents or after supply and installation of the equipment/goods ordered.

Payment by Letter of Credit: Two banks are involved for payment to the supplier by Letter of Credit – purchaser's bank and supplier's bank. The purchaser is to forward the request to its bank in the prescribed format as formulated by the concerned Bank, along with all relevant details including authenticated copy of the contract. Based on the same, the purchaser's bank opens letter of credit on behalf of the purchaser for transacting payment to the supplier through the supplier's bank. Care should be taken to ensure that the payment terms and the documents to be produced for receiving payments through letter of credit are identical with those shown in the contract. Generally, irrevocable letter of credit is opened so that the supplier is fully assured of its payment on fulfilling its obligations in terms of the contract. In case, the delivery date of the contract is extended to take care of delay in supply, for which supplier is responsible, the tenure of the letter of credit is also to be extended, but the expense incurred for such extension (of letter of credit) is to be borne by the supplier.

5.27 Procedure for Placement of Order

Normally the order should be placed on the lowest rates with the tenderers whose offer meets the requirement and the technical specifications as specified by the indenter mentioned in the tender enquiry. Offers that do not meet the required specifications are to be rejected. In case an unknown/unregistered firm submits quotation, they may be given a trial order with security deposit clause.

The purchase order shall invariably contain the following information:

- i) Name and address of the supplier along with the fax numbers, website and email address.
- ii) Date by which stores are to be delivered and also if part supply is acceptable to the University. No stores will be accepted after expiry of delivery date without a written order of the competent authority extending delivery date.

- iii) Consignee's name and address to whom the stores are to be dispatched by the supplier along with full postal and telegraphic email address.
- iv) Instructions regarding dispatch of stores by rail/road/air/post and parcelling instructions.
- v) Instructions regarding dispatch of documents.
- vi) Terms of payment as also the mode of payment and if payment against part supply would be admissible.
- vii) Guarantee/ Warranty clauses.
- viii) Penalty clause in case of failure to supply stores value of which exceeds Rs. Ten lakh.
- ix) Full specification of the stores ordered, quantity rate and amount shall be mentioned and if these include taxes or these are to be paid separately.
- x) Liability for insurance of goods in transit, and any other incidental charges, agents' commission, brokerage, etc.

5.28 Entering into an Agreement with the Manufacturer / Supplier / Representative

An Agreement in the format prescribed by the University of Hyderabad is required to be entered into by the Manufacturer/Supplier/Representative with the University in respect of purchase of Goods/ Services **valuing more than Rs. 10 lakh**, within a period of 21 days from the date of issue of Purchase Order / Work Order. Draft Agreement may be submitted to IAO for vetting, before concluding the same with Supplier / Representative.

In cases of Comprehensive Annual Maintenance Contract (CAMC) agreement are to be entered into on case to case basis duly customizing the format of agreement.

In cases of works awarded by University Works Department, template of agreement finalised by Internal Audit Office, UoH is to be adopted.

5.29 Performance Security (Rule 171 of GFRs 2017)

- (i) To ensure due performance of the contract, Performance Security in the form of Performance Bank Guarantee (**PBG**) is to be obtained from the successful bidder who was awarded the contract. Unlike contracts of Works and Plants, in case of contracts for goods, the need for the Performance Security depends on the market conditions and commercial practice for the particular kind of goods. Performance Security should be for an amount of five to ten per cent of the value of the contract as specified in the bid documents. Performance Security may be furnished in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Nationalised/Scheduled/Commercial bank, Bank Guarantee from a Commercial bank or online payment in an acceptable form safeguarding the purchaser's interest in all respects.
- (ii) Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Supplier including warranty obligations.
- (iii) Bid security should be refunded to the successful bidder on receipt of Performance Security.

Obtaining Performance Bank Guarantee (PBG): Performance Bank Guarantee (PBG) for

7.5% of the basic value / FOB cost, valid for the entire warranty period plus grace period of 60 days from the date of installation should be obtained, in respect of purchases **valuing above Rs. 10 lakh**. If Supplier / Representative did not furnish the PBG, the equivalent amount of PBG shall be retained with the University till the completion of the entire warranty period.

Note-1: Draft PBG may be submitted to IAO for vetting, before obtaining the same from Supplier / Representative.

Note-2: PBG received from the successful bidder / supplier, should be sent to Finance Officer, immediately on the next working day after receipt of the same.

Note-3: The PBG submitted by the successful bidders for due performance of the contract should not only be valid for the initial contract period plus two months grace period, but also be valid for the extended / renewed period, if any, plus two months grace period.

5.30 Discrepancy in Supply

When stores received are found unacceptable due to damage in transit or short / wrong supply, the buyers should, through the Dean of the School, immediately inform Supplier about such rejection specifying the grounds on which such rejection has been made to take necessary action for getting the supplies as per the specification of the Supply Order.

In case the Supplier fails to rectify the damage / shortage / wrong supply in a reasonable time, legal action may be initiated to recover the full cost paid. The School/Department shall lodge insurance claims and pursue them vigorously. When package of containers have been found damaged / broken and where such damages and breakages are attributable to handling in transit, a claim shall be lodged with the transport company / clearing agent. Intimation should also be sent immediately to the supplier concerned.

5.31 Procurement of Services

The University may hire external professionals, consultancy firms or consultant for specific jobs. The University can outsource certain services like office assistance, security, cleaning, maintenance, etc. in the interest of economy and efficiency.

The general rules provided in the GFRs 2017 for hiring / outsourcing services shall be followed and the clauses for the same shall be incorporated while issuing tender / quotations for such services.

5.32 Maintenance of Records

The Stock Registers and Asset Register should be maintained at the Department / Section level and the Central Fixed Assets Register at the School level. Each entry must contain at least the following information:

- i) Purchase Order number and date
 - ii) Brief specification of the item
 - iii) Date of entry in the computerized Asset Registers and project number in case of sponsored projects
 - iv) The financial year in which the purchase took place
 - v) Value of assets to be included in the balance sheet of the corresponding Financial Year
- The Department/Section should maintain a consolidated computerized record besides maintaining inventories of all consumables, non-consumables etc. The Department / Section should maintain Gifts, Donations etc., received throughout.

The School/Department shall also maintain and retain all the records and documents generated or received during its procurement proceedings, in chronological order for each procurement / subject. The files will be stored in an identified place and retrievable for scrutiny of Internal and External Audit whenever needed without waste of time.

All the stores shall be entered in the appropriate Stock Register / Asset Register of the concerned Department. All Stock / Asset Register entries including purchases made in various sponsored projects shall be signed by the concerned Dean/HOD/Section Head as a rule.

In case of purchase under projects, Project Investigator / Coordinator shall also countersign the stock entry in the Register maintained for this purpose. After completion of the tenure of the Project, all the Fixed Assets recorded in the Project Asset Register shall invariably be handed over to the concerned School/Department/Centre.

5.33 Physical verification

Physical verification of all stores under the charge of a School shall be made at least once in a year through a committee of at least 3 persons, under the order of the Dean of the School, subject to the condition that the verification is not entrusted to a person,

- (i) who is the custodian of stores to be verified or who is the nominee or is employed under the custodian of stores; and
- (ii) who is not conversant with the specifications and nomenclature of the particular class of stores to be verified.

The verification shall never be left to junior subordinates and in case of large and important stores, it shall be as far as possible entrusted to responsible officers who are independent of the subordinate authority of Store in-charge.

In conducting physical verification, the following instructions shall invariably be followed:

- (i) The verification shall always be made in the presence of Custodian of stores or a responsible person deputed by him.
- (ii) The discrepancies if any noticed during the course of such verification should be accounted for immediately so that the accounts may depict true state of affairs.

- (iii) Shortages and damages as well as unserviceable stores shall be reported immediately to the Head of Department/Office.
- (iv) The balance of stores shall not be held in excess of the requirements for a given period and for any prescribed minimum limit.

A certificate of verification of stores with its results shall be recorded on the list, inventory or stock accounts as the case may be, where such verification is carried out. The physical verification committee shall submit a report of correctness or surplus/short and obsolete stores. The Dean should satisfy himself with the verification report so submitted by the said Committee and shall submit a copy of the annual physical verification report to the Finance Officer, based on the results of verification by the committee. The Dean shall take corrective measures wherever required to ensure that the stores have been properly kept up to date and that the goods are accurately held in stocks, and shall furnish the following certificate to the Finance Officer in the month of April every year:

“Certified that I have inspected the Registers (Asset Register and Stock Register) of permanent and consumable stores and have found that it has been properly kept up to date and that the articles therein are accurately held in School / Department / Section / Central Store.”

5.34 Transfer of Stores

- i) Transfer of stores within the University from one School to another and from one faculty/ official to another can be done with the explicit written approval of the concerned Deans and the transfer recorded in the relevant Stock / Asset Register.
- ii) Transfer of stores from the University to another Institute / University / industry / NGO can be done only with the explicit written approval of the Vice-Chancellor. In case of stores purchased through sponsored projects, the transfer of stores can be done with specific instructions from the sponsoring agency and concurrence thereto by the Vice-Chancellor. Appropriate entries shall be made in the Stock and Asset Registers. The value of stores so transferred shall be deducted from the capitalized Fixed Assets of the University as indicated in the Balance Sheet.

5.35 Write Off / Condemnation

An item may be declared surplus or obsolete or unserviceable and of no use to the University or when the item is beyond economic repair. The Competent Financial Authorities for write off / Condemnation will be the same as the financial limits specified in the GFRs. The respective Competent Financial Authorities shall constitute a Technical Committee of at least three members with a Professor and two faculty members or equivalent administrative officers to examine the details of items to be written off. After their recommendations, the Competent Financial Authority will issue notification for the write off with a copy to Finance & Accounts Department and Estate Sections. The items so declared surplus / obsolete / unserviceable and approved by the CFA, should be sent to Estate Section for their disposal. The Estate Section shall initiate action for disposal of all such items periodically, duly following the procedure laid down from Rule 218 to Rule 223 of GFRs 2017.

5.36 Disposal of Goods (Rule 217 of GFRs 2017)

(i) An item may be declared surplus or obsolete or unserviceable if the same is of no use to the Ministry or Department. The reasons for declaring the item surplus or obsolete or unserviceable should be recorded by the authority competent to purchase the item.

(ii) The competent authority may, at his discretion, constitute a committee at appropriate level to declare item(s) as surplus or obsolete or unserviceable.

(iii) The book value, guiding price and reserved price, which will be required while disposing of the surplus goods, should also be worked out. In case where it is not possible to work out the book value, the original purchase price of the goods in question may be utilised. A report of stores for disposal shall be prepared in Form GFR - 10.

(iv) In case an item becomes unserviceable due to negligence, fraud or mischief on the part of a Government servant, responsibility for the same should be fixed.

(v) Sale of Hazardous waste/Scrap Batteries/Electronic waste: Scrap lots comprising of hazardous waste, batteries etc. shall be sold keeping in view the extant guidelines of Ministry of Environment & Forest. Prospective bidders of such lots of hazardous waste/scrap batteries/e-waste should be in possession of registration, valid on the date of e-Auction and on the date of delivery, as recycler/ preprocessor agency.

(vi) Modes of disposal as prescribed in Rule 218 of GFRs 2017, are enumerated below:

(a) Surplus or obsolete or unserviceable goods of assessed residual value above Rupees Two Lakh should be disposed of by: (a) obtaining bids through advertised tender or (b) public auction.

(b) For surplus or obsolete or unserviceable goods with residual value of less than Rupees Two Lakh, the mode of disposal will be determined by the competent authority, keeping in view the necessity to avoid accumulation of such goods and consequential blockage of space and, also, deterioration in value of goods to be disposed of. Ministries/ Departments should, as far as possible prepare a list of such goods.

(c) Certain surplus or obsolete or unserviceable goods such as expired medicines, food grains, ammunition etc., which are hazardous or unfit for human consumption, should be disposed of or destroyed immediately by adopting suitable mode so as to avoid any health hazard and/or environmental pollution and also the possibility of misuse of such goods.

(d) Surplus or obsolete or unserviceable goods, equipment and documents, which involve security concerns (e.g. currency, negotiable instruments, receipt books, stamps, security press etc.) should be disposed of/ destroyed in an appropriate manner to ensure compliance with rules relating to official secrets as well as financial prudence.

5.37 Works undertaken by University Works Department

(A) Manual for Procurement of Works 2019 :

The Department of Expenditure, Ministry of Finance, Government of India, has issued a Manual for Procurement of Works 2019 in June 2019 and the same is applicable to procurement of all types of works as defined hereunder. The Manual is also applicable to all Autonomous Bodies. As such, the University Works Department / Engineering Section of the University may follow the manual, without any deviation in respect of execution / procurement of all works.

Work is defined as “any activity, sufficient in itself to fulfil an economic or technical function, involving construction, fabrication, repair, overhaul, renovation, decoration, installation, erection, excavation, dredging, and so on, which make use of a combination of one or more of engineering design, architectural design, material and technology, labour, machinery and equipment. Supply of some materials or certain services may be incidental or consequential to and part of such works.

The term “Works” includes (i) civil works for the purposes of roads, railway, airports, shipping-ports, bridges, buildings, irrigation systems, water supply, sewerage facilities, dams, tunnels and earthworks; and so on, and (ii) mechanical and electrical works involving fabrication, installation, erection, repair and maintenance of a mechanical or electrical nature relating to machinery and plants”.

Web-link:

<https://doe.gov.in/sites/default/files/Manual%20for%20Procurement%20of%20works%202019.pdf>

(B) Engineering, Procurement and Construction (EPC) mode

The Engineering, Procurement and Construction (EPC) mode has been mandated in all major engineering works for MHRD institutions and requested to abide these instructions, scrupulously in all engineering / construction works of Central Universities. The University Works Department (UWD) shall invariably follow these instructions / procedure henceforth.

The three documents issued by NITI Aayog on the subject may please be find by going through below web-links:

(i) 22-Model- Agreement for EPC Civil Works	http://planningcommission.gov.in/sectors/ppp_report/1.Model%20Concession%20Agreement%20Overview/22-Model-Agreement-for-EPC-Civil-works.pdf
(ii) Model EPC Agreement for Construction Sector	https://www.niti.gov.in/writereaddata/files/new_initiatives/CIDC-Model-EPC-Agreement-22032018.pdf
(iii) CPWD Works Manual 2019	https://www.cpwd.gov.in/Publication/Work_Manual_2019_20032019.pdf

5.38 Taxes: Goods & Service Tax (GST) and Customs Duty

(A) Goods and Service Tax (GST)

GST is applicable for all indigenous items. However, the University is entitled for concessional rate of GST @ 5 % on all items mentioned in GoI Notification Nos. 45/2017-Central Tax (Rate) and 47/2017-Integrated Tax (Rate) dated 14.11.2017 read with GoI Notification No.09/2018 - Central Tax (Rate) dated 25.01.2018 as issued / amended / renewed from time to time.

Note: The bidders are required to indicate all applicable taxes separately for each item along with **HSN Code** and then arrive at a total price of all the items indicated in the Notice Inviting Tender / Invoice / Bill.

GST TDS @ 2% deductions by the University (Buyer): Section 51 of the CGST Act 2017 and the Circular No. 65/39/2018-DOR dated 14.09.2018 and Notification No. 50/2018 – Central Tax dated 13.09.2018 issued by the Department of Revenue provide for deduction of tax by the Government Agencies (Deductor) or any other person to be notified in this regard, from the payment made or credited to the supplier (Deductee) of taxable goods or services or both, where the total value of such supply, under a contract, exceeds two lakh and fifty thousand rupees. The amount deducted as tax under this section shall be paid to the Government by deductor within ten days after the end of the month in which such deduction is made along with a return in FORM GSTR-7 giving the details of deductions and deductees. Further, the deductor has to issue a certificate to the deductee mentioning herein the contract value, rate of deduction, amount deducted etc. In view of the above, all concerned are advised to deduct the TDS @ 2%, where the total value of such supply, under a contract, exceeds Rs.2,50,000 as per the extant provisions of GST Act and Rules made thereunder.

Track Payment Status of GST: <https://payment.gst.gov.in/payment/trackpayment>

(B) Customs Duty

Customs Duty is applicable for all imported items. However, the University is entitled for exemption / concessional rate @ 5.5% of the total value of Customs Duty on all imported items mentioned vide GoI Notification No. 51/96- Customs dated: 23.07.1996, No. 28/2003 - Customs dated: 01.03.2003, No.43/2017 - Customs dated: 30.06.2017 and DSIR Certificate No. TU/V/RG-CDE (58)/2016 dated: 20.02.2018, as amended from time to time

Note: The Communication Cell of the University, will process and issue the Certificates (in the prescribed format) for claiming the concessional rates of GST and Customs Duty for all the purchases.

5.39 Levy of Integrated Goods and Services Tax (IGST) on High Sea Sales basis on imported goods and point of collection thereof

(GST Council / CBEC Circular No. 33/2017-Cus, notification No. F.No.450/131/2017-Cus IV, dated 01.08.2017 and amendments from time to time)

Quotations for import of items should be obtained in foreign currency directly from the Supplier / Manufacturer. However, if it is not possible for the supplier to supply the same in foreign currency, the same may be purchased from the Indian Representative in Indian Rupees provided the representative has agreed to supply the goods on 'High Sea Sale Contract' basis. This is essential to avoid payment of IGST besides payment of Customs Duty.

'High Sea Sales' is a common trade practice whereby the original importer sells the goods to a third person before the goods are entered for customs clearance. After the High sea sale of the goods, the Customs declarations i.e. Bill of Entry etc is filed by the person who buys the goods from the original importer during the said sale. In the past, CBEC has issued various instructions regarding high sea sales appropriating the contract price paid by the last high sea sales buyer into the Customs valuation [Circular No. 32/2004-Cus, dated 11-5-2004 refers].

All inter-state transactions are subject to IGST. High sea sales of imported goods are akin to inter-state transactions. Owing to this, it was presented to the Board as to whether the *high sea sales of imported goods* would be chargeable to IGST twice i.e. at the time of Customs clearance under sub-section (7) of section 3 of Customs Tariff Act, 1975 and also separately under Section 5 of The Integrated Goods and Services Tax Act, 2017.

GST council has deliberated the levy of Integrated Goods and Services Tax on high sea sales in the case of imported goods. The Council has decided that IGST on high sea sale (s) transactions of imported goods, whether one or multiple, shall be levied and collected only at the time of importation i.e. when the import declarations are filed before the Customs authorities for the customs clearance purposes for the first time. Further, value addition accruing in each such high sea sale shall form part of the value on which IGST is collected at the time of clearance.

5.40 Blacklisting of Firms

Blacklisting of firm can be done on the recommendations of the Registrar / Finance Officer / Deans / HoD / Directors / Coordinator / PI and with approval of the Vice-Chancellor. The Deputy Registrar (CPU) shall process all such cases reported by the Department / Centers. A Committee specially constituted by the Vice-Chancellor shall examine the cases and shall submit its recommendations to the Chief Vigilance Officer (CVO) and to the Vice-Chancellor, with the recommendations of the CVO, for final action. The information on such firms shall be promptly and widely disseminated by Deputy Registrar (CPU) to all concerned and same may be uploaded in the University website.

5.41 Debarment from bidding (Rule 151 of GFRs 2017)

(i) A bidder shall be debarred if he has been convicted of an offence (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

(ii) A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment. Department of Commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.

(iii) A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/Department will maintain such list which will also be displayed on their website.

(iv) The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.

5.42 Procurement of Energy Efficient Electrical Appliances (Rule No. 173 (xvii) of GFRs 2017)

Schools/Departments/Sections while procuring electrical appliances shall ensure that they carry the notified threshold or higher Star Rating of Bureau of Energy Efficiency (BEE) prescribed by the Department of Expenditure, Ministry of Finance, Government of India.

Appliance	Threshold Star Rating
Split Air Conditioners	5 Star (under normal conditions where annual usages are expected to be more than 1000 Hrs) 3 Star (where usage of AC is limited e.g. in conference rooms)
Frost Free Refrigerators	4 Star
Ceiling Fans	5 Star
Water Heaters	5 Star

5.43 Air Travel Guidelines

Guidelines / instructions issued by the Department of Expenditure, Ministry of Finance, GoI / MHRD in this regard from time to time shall be adhered to.

Web-link: <https://doe.gov.in/Air-Travel-Instruction>

5.44 COMMON IRREGULARITIES/LAPSES OBSERVED IN STORES / PURCHASE CONTRACTS AND GUIDELINES FOR IMPROVEMENT IN THE PROCUREMENT SYSTEM, as notified by the CENTRAL VIGILANCE COMMISSION

The Central Vigilance Commission (CVC) issued various circulars/ guidelines/instructions in order to promote transparency, improve competition and ensure equity among participants. It was also instructed that if any organization faces difficulty in the application of any of the circulars/guidelines/instructions issued by it, then the Organisation may approach the Commission bringing out the difficulties along with a proposed generic solution listing out the ingredients of the special circumstances for examination and review by the Commission. The same may find by going through the below link:

<http://www.cvc.nic.in/sites/default/files/purguide.pdf>

5.45 TAX DEDUCTED AT SOURCE (TDS)

Introduction: The concept of TDS was introduced with an aim to collect tax from the very source of income and to avoid escapement from the assessment. As per this concept, a person (deductor) who is liable to make payment of specified nature to any other person (deductee) shall deduct tax at source and remit the same into the account of the Central Government. The deductee from whose income tax has been deducted at source would be entitled to get credit of the amount so deducted on the basis of Form 26AS or TDS certificate issued by the deductor.

Rates for deduction of tax at source: Taxes shall be deducted at the rates specified in the relevant provisions of the Act or the First Schedule to the Finance Act. However, in case of payment to non-resident persons, the withholding tax rates specified under the Double Taxation Avoidance Agreements shall also be considered. The following are useful web-links.

TDS Rates

Withholding Tax Rates

Tax Rates DTAA v. Income-tax Act

How to pay Tax Deducted/Collected at source?

Tax deducted or collected at source shall be deposited to the credit of the Central Government by following modes:

- 1) Electronic mode: E-Payment is mandatory for
 - a) All corporate assesses; and
 - b) All assesses (other than company) to whom provisions of Section 44AB of the Income Tax Act, 1961 are applicable.
- 2) Physical Mode: By furnishing the Challan 281 in the authorized bank branch

Note: Where tax is deducted/collected by government office, it can remit tax to the Central Government without production of income-tax challan. In such case, the Pay and Accounts Officer or the Treasury Officer or the Cheque Drawing and Disbursing Officer or any other person by whatever name called to whom the deductor reports the tax so deducted and who is responsible for crediting such sum to the credit of the Central Government, shall submit a statement in Form No. 24G to NSDL with prescribed time-limit. The following are useful web-links.

e-Pay TDS/TCS

Download Challan

Credit for tax payments

a. Challan Status

b. View Your Tax Credit

i. Introduction

ii. Online view through E-filing Website

iii. Online view through internet banking

iv. Online view through TRACES

v. Status of e-filing of TDS Statement by your deductor

5.46 Dispute and Jurisdiction Clause

Any dispute arising out of the deal shall be subject to the decision of the Vice-Chancellor of the University whose decision shall be final. Settlement of all disputes will be made within the jurisdiction of the University of Hyderabad, Hyderabad / Ranga Reddy District.

5.47 Deviation Clause

The Vice-Chancellor may at his discretion permit deviations from any of the above provisions, if he is satisfied that such deviation(s) will be in the interest of the University and that the insistence on the above provisions may cause inconvenience and delay.

In case of any doubt on the interpretation of this procedure or any suggestion for improvement, the matter may be referred to the Vice-Chancellor through the Internal Audit Officer.

In any matter for which no specific instruction has not been given in the UHPP / General Financial Rules 2017, if any, shall be decided by the Vice-Chancellor and the decision of the Vice-Chancellor shall be final and binding.

References and web-links

GFR 2017

S. No.	Particulars	Web-link
1	Ministry of Finance - General Financial Rules 2017	https://doe.gov.in/sites/default/files/GFR2017_0.pdf
2	Ministry of Finance - Manual for Procurement of Goods 2017	https://doe.gov.in/sites/default/files/Manual%20for%20Procurement%20of%20Goods%202017_0_0.pdf
3	Ministry of Finance - Manual for Procurement of Consultancy and Other Services 2017	https://doe.gov.in/sites/default/files/Manual%20for%20Procurement%20of%20Consultancy%20and%20Other%20Services%202017_0.pdf

Central Public Procurement Portal (CPPP)

S. No.	Particulars	Web-link
1	OM-Implementation of Comprehensive end to end e-Procurement dt. 9th Jan 2014	https://eprocure.gov.in/cppp/rulesandprocs/kbadqkdlcswfjdelrquehwuxcfmijmuixngudufgbuubgubfugbububjxcgfvsbdi hbgfGhdfgFHytyhRtMTk4Nzg=
2	About Central Public Procurement Portal	https://eprocure.gov.in/cppp/sites/default/files/eproc/CPP_P_Overview.pdf
3	FAQs related to CPPP	https://eprocure.gov.in/cppp/sites/default/files/eproc/CPP_P-FAQs.pdf
4	XML Upload in CPPP – Steps	https://eprocure.gov.in/cppp/sites/default/files/eproc/XML_StepbyStepDocument.pdf
5	Users Guide for Tender Creation	<a "="" href="https://eprocure.gov.in/cppp/helpdocdisp/kbadqkdlcswfjdelrquehwuxcfmijmuixngudufgbuubgubfugbububjxcgfvsbdi hbgfGhdfgFHytyhRtMQ==">https://eprocure.gov.in/cppp/helpdocdisp/kbadqkdlcswfjdelrquehwuxcfmijmuixngudufgbuubgubfugbububjxcgfvsbdi hbgfGhdfgFHytyhRtMQ==
6	Users Guide for Tender Publishing	<a "="" href="https://eprocure.gov.in/cppp/helpdocdisp/kbadqkdlcswfjdelrquehwuxcfmijmuixngudufgbuubgubfugbububjxcgfvsbdi hbgfGhdfgFHytyhRtMg==">https://eprocure.gov.in/cppp/helpdocdisp/kbadqkdlcswfjdelrquehwuxcfmijmuixngudufgbuubgubfugbububjxcgfvsbdi hbgfGhdfgFHytyhRtMg==
7	User's Guide for Corrigendum	<a "="" href="https://eprocure.gov.in/cppp/helpdocdisp/kbadqkdlcswfjdelrquehwuxcfmijmuixngudufgbuubgubfugbububjxcgfvsbdi hbgfGhdfgFHytyhRtMw==">https://eprocure.gov.in/cppp/helpdocdisp/kbadqkdlcswfjdelrquehwuxcfmijmuixngudufgbuubgubfugbububjxcgfvsbdi hbgfGhdfgFHytyhRtMw==
8	User's Guide for Award of Contract	<a "="" href="https://eprocure.gov.in/cppp/helpdocdisp/kbadqkdlcswfjdelrquehwuxcfmijmuixngudufgbuubgubfugbububjxcgfvsbdi hbgfGhdfgFHytyhRtNA==">https://eprocure.gov.in/cppp/helpdocdisp/kbadqkdlcswfjdelrquehwuxcfmijmuixngudufgbuubgubfugbububjxcgfvsbdi hbgfGhdfgFHytyhRtNA==
9	General terms and conditions on GeM 3.0 (Version 1.10)	https://assets-bg.gem.gov.in/resources/pdf/GTC_on_GeM_v1.10.pdf
10	Government e Marketplace (GeM)	https://gem.gov.in/
11	e-Tendering / e-Auction / Smart Payment / e-Wizard System Solution through ITI Limited (as directed by the MHRD)	https://www.tenderwizard.com/index.html https://www.tenderwizard.com/ROOTAPP/Mobility/index.html?dc=encTI/rM7OJD/+49wVZesyRLA==#/home http://tenders.itilt-d-india.com/

Other Guidelines, Orders and Circulars

S. No.	Particulars	Web-link
1	CVC Guidelines	https://eprocure.gov.in/cppp/rulesandprocs/kbadqkdlcswfjdelrquehwuxcfmijmuixngudufgbuubgubfugbububjxcgfvsbdi hbgfGhdFgFHtyyhRtNTk4Nzg=
2	MSME-Public Procurement Policy for Micros and Small Enterprises order dated 23rd March 2012	https://eprocure.gov.in/cppp/rulesandprocs/kbadqkdlcswfjdelrquehwuxcfmijmuixngudufgbuubgubfugbububjxcgfvsbdi hbgfGhdFgFHtyyhRtMTA5ODc4
3	Public Procurement Policy for Micro, Small and Medium Enterprises (MSMEs) Order, 2012 dt. 23rd Mar 2012	https://eprocure.gov.in/cppp/rulesandprocs/kbadqkdlcswfjdelrquehwuxcfmijmuixngudufgbuubgubfugbububjxcgfvsbdi hbgfGhdFgFHtyyhRtNDk4Nzg=
4	Preference to domestically manufactured electronic goods in procurement due to security consideration and in Govt. procurement Notification dt. 10th Feb 2012	https://eprocure.gov.in/cppp/rulesandprocs/kbadqkdlcswfjdelrquehwuxcfmijmuixngudufgbuubgubfugbububjxcgfvsbdi hbgfGhdFgFHtyyhRtMzk4Nzg=

CPWD:

S. No.	Particulars	Web-link
1	CPWD Publications	https://cpwd.gov.in/Documents/cpwd_publication.aspx
2	CPWD Works Manual 2014	https://cpwd.gov.in/Publication/worksmanual2014.PDF
3	GCC 2014	https://cpwd.gov.in/Publication/GCC14.pdf
4	GCC 2014 Correction Slip CON 302	https://cpwd.gov.in/Publication/GCC-2014-Correction-Slip-CON-302.pdf
5	Supplement for Specialized E&M Works 2014	https://cpwd.gov.in/Publication/SupplementPAR14_SplEnM.pdf
6	Schedules of Rates (Civil) Vol-I	https://cpwd.gov.in/Publication/DSR_Book%20Vol_1_2016_(English_Version)_Final.pdf
7	Schedules of Rates (Civil) Vol-II	https://cpwd.gov.in/Publication/DSR_Book_Vol_2_2016_(English%20Version)_Final.pdf
8	2018 - View DSR 2018-(E&M)	https://cpwd.gov.in/Publication/Delhi_Schedule_of_Rates_(E_and_M)_2018.pdf
9	Manual for Procurement of Works 2019	https://doe.gov.in/sites/default/files/Manual%20for%20Procurement%20of%20works%202019.pdf

Others

S. No.	Particulars	Web-link
1	Currency Rates	https://fbil.org.in/ https://www.thomascook.in/foreign-exchange/forex-rate-card https://www.xe.com/currencytables/

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UNIVERSITY OF HYDERABAD

School: *Department / Centre:*
Telephone: *Email:*

Date:

In-principle approval for procurement of Goods / Services from the Competent Financial Authority

Sir,

The details of the Goods / Services, proposed to be procured along with justification for the procurement, proposed budget head, etc., are given below for perusal of the Competent Financial Authority (Head / Director / Dean / Vice-Chancellor):

S. No.	Particulars	Remarks
1	Name of the Proposer/PI and ID No.	
2	Designation Department / School / Section	
3	Name and nomenclature of the Goods/ Services proposed to be procured	
4	Estimated cost Rs.	
5	Present status of the previous procurement of the same item, if any	
6	Justification for present procurement / requirement	
7	Identified / proposed Budget Head for procurement (Maintenance / Project)	
8	Status of Grants / Budget availability	

In-principle approval may be accorded to procure the above mentioned goods / services duly following the University of Hyderabad Policy for Procurement of Goods and Services (UHPP) from the Budget Head / Grants mentioned above.

Signature of the Proposer

Recommendations of the Head / Director / Coordinator / In-charge:

Signature of the Head / Director / Coordinator / In-charge

Recommendations of the Dean:

Signature of the Dean

Vice-Chancellor



UNIVERSITY OF HYDERABAD

(A Central University established by an Act of Parliament, 1974)

Prof. C. R. Rao Road, P.O. Central University Campus, Gachibowli,
Hyderabad - 500 046, Telangana, INDIA website: www.uohyd.ac.in

School: Department / Centre :

Telephone: Email:

Notice Inviting Tender No. date:

Sealed tenders are invited for supply of the following items under **single / two bid system** from the reputed manufacturers or their authorized dealers to the University of Hyderabad, Hyderabad.

Sealed bids should reach the office of the, University of Hyderabad, Hyderabad on or before (date) (time).

The details of items, expected quantity and their technical specifications are given below:

S.NO	Description of item and Specifications	Quantity (Unit)
1	<p>Description</p> <hr/> <p>Detailed Specifications</p> <p><i>(Note: the specifications should be broad based and shall not be restrictive in nature and it would ensure to generate adequate competition and resultant competitive prices)</i></p>	<p>(The Quantity mentioned may be increased or decreased depending upon the actual requirement of the University and the decision of the University is final in this regard)</p>

Terms & conditions

S. No.	Clause	Description
1	Reference Number	The Reference No. of the Notice Inviting Tender dated should be clearly mentioned on all envelopes and any correspondence including e-mails with the University.
2	Mode of submission	Hand-written (manuscript) bids and bids submitted through e-mail shall not be accepted. All pages of the tender document must be signed by the authorised representatives of bidder, in token of having accepted the terms and conditions incorporated in the tender notice.

3	<p>Two Bid System (This clause is applicable only when NIT is invited involving two bid system)</p>	<p>As the purchase is a high value plant, machinery, etc., of a complex and technical nature, bids are required to be submitted in two parts as under: (i) Technical bid consisting of all technical details along with commercial terms and conditions; and (ii) Financial bid indicating item-wise price for the items mentioned in the technical bid.</p> <p>The technical bid and the financial bid should be sealed by the bidder 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 super-scribed. The technical bids are to be opened by the Purchasing Department / Centre at the first instance and evaluated by a duly constituted Purchase Committee. After such evaluation of technical bids, financial bids of only those firms/suppliers which are found technically suitable will be opened, for determining the lowest bid.</p>
4	<p>Certificate from original manufacturers</p>	<p>If the bid is not from the original equipment manufacturer, the suppliers/dealers should submit an ‘authorized agency certificate’ from the manufacturer. Tenders received without Authorization Certificate from the original manufacturer will summarily be rejected.</p> <p>Imported purchases should normally be made directly from the foreign principal manufacturers. In the event of purchase made through an Indian agent of the foreign company, authorisation letter issued by the foreign company / manufacturer should be submitted along with technical bid. No commission shall be payable to Indian Agent.</p>
5	<p>Make and Model</p>	<p>The Vendor/Supplier is required to clearly mention the make, model, size and other specifications along with the unit price. Items with better specifications may also be offered / quoted and the decision of the University in this regard is final. Appropriate brochures / pamphlets / literature (original and not photo copies) for each item providing full technical details must be attached to enable their verification.</p>
6	<p>Bidder Details</p>	<p>The bidder’s complete correspondence address, phone numbers and e-mail ids, and website details (if any), must be clearly mentioned in the technical bid documents. (Pamphlet / Brochure depicting the profile and organisation structure may be enclosed.) The details of PAN, GSTIN, EPF, ESIC, Registered License Certificate, Labour License etc., may be mentioned and supporting documents shall be enclosed along with the technical bid.</p>
7	<p>Validity of bids</p>	<p>Prices quoted in the bid (financial bid) shall be valid for a minimum period of 90 days from the date of opening of the financial bids. No upward revision of the prices will be permitted during the said validity period.</p>

8	Basic Price	<p>The bidder should clearly indicate price per unit on FOR, UoH, Hyderabad basis.</p> <p>In respect of imported items, the prices should be quoted on the basis of CIP / CIF Hyderabad. <i>If the bidder quotes nil charges / consideration in respect of service contracts, the bid shall be treated as unresponsive and will not be considered.</i></p>
9	Taxes: GST& Customs Duty	<p>The bidder should clearly indicate all applicable taxes separately for each item along with HSN Code and then arrive at a total price of all the items indicated in the Notice Inviting Tender.</p> <p>GST is applicable for all indigenous items. However, the University is entitled for concessional rate of GST @ 5% on all items mentioned vide GoI Notifications No. 45/2017-Central Tax (Rate) and 47/2017-Integrated Tax (Rate) dated 14.11.2017 read with GoI Notification No.09/2018 - Central Tax (Rate) dated 25.01.2018 as amended from time to time.</p> <p>Customs Duty is applicable for all imported items. However, the University is entitled for exemption / concessional rate (at 5.5% of the total value) of Customs Duty on all imported items mentioned vide GoI Notification No. 51/96- Customs dated: 23.07.1996, No. 28/2003 - Customs dated: 01.03.2003, No.43/2017 - Customs dated: 30.06.2017 and DSIR Certificate No. TU/V/RG-CDE (58)/2016 dated: 20.02.2018, as amended from time to time.</p>
10	Other costs / charges	<p>The bidder should clearly indicate all applicable other charges, if any, separately viz., transportation, packing, loading, unloading, insurance, installation, commissioning, testing, training, etc.,</p>
11	Earnest Money Deposit (EMD) / Bid Security	<p>The bidders should furnish bid security for Rs. _____/- (Rupees only) along with their technical bid in the form of Account Payee Demand Draft / Banker's Cheque from any of the Commercial Banks in an acceptable form, drawn in favour of Finance Officer, University of Hyderabad, payable at Hyderabad.</p> <p>If the bidder furnishes a Fixed Deposit Receipt / Bank Guarantee, the instrument shall be issued in favour of Finance Officer, University of Hyderabad, payable at Hyderabad and shall be valid for a period of 135 days from the date of opening technical bids.</p> <p>The MSE units registered with MSME and certificates obtained from NSIC under the Single Point Registration Scheme (SPRS) shall be exempted from payment of Earnest Money Deposit (EMD) on production of requisite proof in respect of valid certification from NSIC.</p>

		<i>(This clause shall be incorporated in all the NIT, where the estimated cost of purchase exceeds Rs. 2.5 lakh.)</i>
12	Warranty	The bidders should offer a minimum period of 3 years warranty for all the quoted items from the date of successful installation of the equipment/item. The quoted price shall be inclusive of warranty costs. AMC/FMC charges for fourth and fifth year shall be quoted separately, if applicable.
13	Comprehensive Annual Maintenance Contract (CAMC)	Bidders shall quote Comprehensive Annual Maintenance (CAMC) charges for a period of 2 years after expiry of the initial warranty period of 3 year. In all other cases, rate for at least three years' CAMC be quoted.
14	Agreement	<p>An Agreement in the format prescribed by the University of Hyderabad is required to be entered into by the Suppliers or their authorised Representative with the University in respect of purchase of Goods / Services valuing Rs. 10 lakh and above, within a period of 15 days from the date of issue of Purchase Order / Work Order.</p> <p>In cases of CAMC, agreements are to be entered into on case to case basis duly customizing the format of agreement.</p> <p>In cases of works awarded by University Works Department, template of agreement finalised by Internal Audit Office, UoH is to be adopted.</p>
15	Performance Security / Performance Bank Guarantee	<p>Successful bidder should submit a Performance Security (in all cases of purchases valuing above Rs. 10 lakh in the form of Performance Bank Guarantee for an amount equivalent to 7.5% of the total basic price of the Goods / Services (exclusive of taxes and duties) within a period of 15 days from the date of issue of Purchase Order/ Work Order.</p> <p>Performance Security should remain valid for the entire warranty period plus additional (grace) period of 60 days, from the date of successful installation of the equipment/item.</p> <p>Performance Security shall be submitted in the form of Account Payee Demand Draft / Fixed Deposit Receipt / Banker's Cheque / Bank Guarantee from any of the Commercial Banks in an acceptable form, drawn in favour of Finance Officer, University of Hyderabad, payable at Hyderabad.</p>
16	Payment	92.5 % of the total cost will be released after delivery, satisfactory installation, commissioning, testing and training (if any), against submission of valid TAX Invoice (with HSN code) with GSTIN number of the supplier. The remaining 7.5 % will be released on submission of a Performance Bank Guarantee (PBG) for an equivalent amount.

		In case of purchases from foreign manufacturers/suppliers, Letter of Credit (LC) will be opened for 100% of the purchase value and 92.5 % shall be released after signing the Agreement and shipment / submission of documents. As regards balance payment, it will be released on submission of PBG for equivalent amount (in Indian currency) or completion of the warranty period as per the terms included in the NIT and Purchase Order.
17	Delivery Location	The items shall be delivered to: Department / Centre: School: University of Hyderabad, Gachibowli, Hyderabad - 500 046, India
18	Delivery Period	The supplier should be able to deliver the items within days (<i>mention the required delivery period by the proposer</i>) from the date of issue of the purchase order.
19	Liquidated damages for late Delivery	In the event of delay in delivery beyond stipulated period indicated in the Purchase Order, liquidated damages @ 1% per each week of delay subject to a maximum of 5% of the cost of the order will be levied and collected by the University, by way of deduction from the payments due to the vendor/supplier.
20	Risk Purchase Clause	If the Supplier fails to deliver the ordered materials within the stipulated delivery period specified in the Purchase Order, the University may resort to procure such items and in such a manner as deemed appropriate, goods or services similar to those undelivered, and the Supplier will be liable to reimburse the University for any excess costs for such similar goods or services.
21	Right to reject	The University reserves the right to reject any or all the bids or accept a part of the quotation without assigning any reasons therefor. The decision of the University in this regard is final and binding on all the suppliers.
22	Resolution of Disputes	Any disputes arising out of this contract shall be referred to the University, and if any of the parties hereto is dissatisfied with the decision, the dispute shall be referred to the decision of the Arbitrator, who should be acceptable to both the parties, to be appointed by the Vice-Chancellor of the University. The decision of such Arbitrator shall be final and binding on both the parties.
23	Jurisdiction of Courts	Disputes, if any, arising during course of execution of the order are to be settled within the jurisdiction of Hyderabad / Ranga Reddy District Courts only.

24	Opening of tenders / bids	<p>The bids will be opened in the office of, University of Hyderabad, Hyderabad on (date) at (time) in the presence of bidders or their authorised representatives.</p> <p>The authorised representative shall bring the authorisation letter and submit the same to the University before opening of bids. On failure to do so, the Representative loses the right to participate in the bid opening process.</p>
25	Delay in submission	<p>The University will not in any way be responsible for any postal / courier delay. Bids received beyond the stipulated date and time of submission are summarily rejected. Tenders incomplete in any respect will be summarily rejected.</p>
26	Due date of submission of bids	<p>Sealed Bids should be submitted to the office of, University of Hyderabad, Gachibowli, Hyderabad - 500 046 on or before (date) (time). Bids received thereafter shall not be considered.</p> <p><i>(Minimum time to be allowed for submission of bids should be three weeks for procurement of indigenous items and four weeks in case of imported items from the date of publication of the Notice Inviting Tender in CPP Portal and University of Hyderabad Website)</i></p>

Signature of Dean/Head/Director/PI/Faculty In-charge

Name:

Department / Centre:

School:.....

Phone No.

E-mail ID:

Note: In terms of GFR-2017, all NITs for purchases costing Rs.2.5 lakh and above, shall invariably be uploaded in the CPP Portal (<http://eprocure.gov.in>) and e-Tendering / e-Wizard System solution through ITI Limited (as directed by MHRD) by the Dean/Head/Director/PI/Faculty In-charge themselves, by having a separate User ID and Password. In case of any doubt, clarification, users may contact the Nodal Officer viz., Director, Computer Centre and CNF, for the e-procurement. For the purpose of hosting the NIT in the University Website (<https://www.uohyd.ac.in>), the NIT shall be sent to Webmaster (webmaster@uohyd.ac.in).

This clause is to be incorporated only when NIT specifically contains the pre-defined eligibility criteria for bidders:

S. No .	Eligibility criteria for bidders	Only those Bidders / Agencies meeting the following eligibility conditions and qualifications (minimum) criteria as on the date of issue of NIT/uploading in the CPP Portal/UoH Website, are eligible to submit their bids. Bids submitted by those Bidders/Agencies who did not meet the eligibility criteria will not be considered for evaluation. Eligibility criteria and required supporting documents thereof, to be enclosed with bid document, are as under:		
		S. No.	Eligibility	Supporting document required
		1	Bidder should be a registered agency/firm in the field of supply of goods / services mentioned in the NIT	A copy of Registration Certificate in the name of bidder issued by the competent authority.
		2	Bidder should have full-fledged office / service center at Hyderabad.	A copy of latest Landline phone bill / Electricity bill/ Registered rent or lease agreement in the name of bidder.
		3	Bidder should have statutory registration(s) with Tax and other compliance authority	A copy of PAN, GSTIN, EPF, ESIC, Registered Licence Certificate, Labour License etc., (whichever applicable) in the name of bidder .
		4	Bidder should _____ years of industry experience in the field	Photocopy of the experience certificates from the relevant authorities.
		5	Net worth of the bidder should be positive for last three years [each year] or year(s) of existence in case of agencies less than 3 years in operations.	1) A copy of bidder's audited balance sheets for a period of three years ended/ending 31 March (of the previous financial year) ; and 2) Certificate of Chartered Accountant.
		6	Income from Operations of the bidder should not be less than Rs. _____ per annum for three financial years ending March (of the preceding financial year)	1) A copy of bidder's audited Income and Expenditure Account for a period of three years ended/ending 31 March (of the previous financial year) ; <u>plus</u> 2) Certificate of Chartered Accountant; and 3) Income Tax Returns for the preceding three financial years corresponding to assessment years.
		7	Agency should not have been blacklisted/debarred by CBI/any PSU or any organisation of a Central/State Government or University of Hyderabad, from participation in tenders and / or from performing its stated objectives/purposes	Notarized Affidavit, in the prescribed format, from the participating bidders.
8	Bidder should be experienced in carrying out the works of similar kind as mentioned in the NIT (i) One similar work of value not less than 80% of the estimated cost or (ii) Two similar works, each of value not less than 60% of the estimated cost or (iii) Three similar works, each of value not less than 40% of the estimated cost	Relevant documentary evidence / proof should be enclosed along with technical bid.		

This clause is to be incorporated only when procurement is made on the basis of proprietary Article from a single source:

S. No.	<i>Purchases on proprietary Article basis</i>	<p>The bidders should furnish Proprietary Article Certificate (PAC) along with their technical bid in the following format:</p> <p style="text-align: center;">Proprietary Article Certificate (PAC) from the firm</p> <p><i>This is to certify that the equipment / items : quoted by us vide quotation No. dated is an article of proprietary nature, and we are only manufactures of the said item.</i></p> <p><i>2. These items are sorely manufactured by us and not by anyone else in the Country / entire World.</i></p> <p><i>3. The Proprietary items exclusively manufactured / assembled by us (vide Licence No. valid up to) and no other manufacturer in the Country / World.</i></p> <p style="text-align: right;"><i>For M/s.</i></p> <p>Date: <i>Authorised Signatory & Company Seal</i></p>
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Procurement on the basis of proprietary Article basic (from 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 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 competent technical expert and approved by the competent authority), the required item is to be purchased only from a selected firm.*

Note : Proprietary Article Certificate in the following form is to be provided by the Department before procuring the goods from a single source under the provision of sub Rule 166 (i) and 166 (iii) of GFR 2017 as applicable.

Proprietary Article Certificate by Indenter / Proposer

Name of the equipment / item:.....

- (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 / IAO wing to the proposal vide:*
- (iv) *Approval of the competent authority vide:*

Date: *(Signature with date and designation of the indenting officer)*

DECLARATION

(Declaration should be provided on printed letter head of the Tenderers Firm / Agency)

Date:

To

.....
University of Hyderabad, Hyderabad - 500 046

Ref: NIT No. : Dated:

Sir,

1. We have examined the details of NIT document referred above.
2. We hereby submit the prequalification documents and other relevant information.
3. We, the undersigned, are submitting our Bid for supply of with reference to the above mentioned NIT.
4. We hereby certify that all the statements made and information supplied in the statements are true and correct to the best of our knowledge and belief.
5. We understand that if any information is found incorrect at a later date, the application is liable to be cancelled.
6. We have furnished all information and details necessary for pre-qualification and have no further pertinent information to supply.
7. We certify that our firm is not blacklisted / banned from business by any organization viz. Central Bureau of Investigation/Department of Central Government or any State Government/ University. We hereby accept the rules and procedures of the University for pre-qualification of contractor and agree that the University has the right to accept or reject any application without assigning a reason thereto.
8. We have not tampered/modified the tender forms in any manner. In case, if the same is found to be tampered/modified, we shall lose our right to be pre-qualified and we understand that our tender will be summarily rejected and we are liable to be banned from doing business with the University of Hyderabad and /or prosecuted.

(Signature of authorized person)

Full Name of Signatory: _____
Designation of Signatory: _____

Place: _____
Date _____

Seal of the Agency/Firm

UNIVERSITY OF HYDERABAD

School: *Department / Centre :*
Telephone: *Email:*

Minutes of the Technical Bids Opening Committee

Date:

Tender Id / Reference No.:
Procurement of Goods / Services:

In response to the above referred NIT that was published on the e-tender portal (CPPP) on _____ and University website on _____, a total _____ (No. of Technical Bids) have been received.

The following bids have been accepted:

S. No.	Bid Id	Bidder Name and Address	Remarks, if any
1			
2			
3			

The following bids are rejected:

S. No.	Bid Id	Bidder Name and Address	Reasons for rejections

Signatures of the Members of the Technical Bid Opening Committee:

UNIVERSITY OF HYDERABAD

School: *Department / Centre :*

Telephone: *Email:*

Evaluation of Technical Bid by Technical Evaluation Committee

Date:

Tender Id / Reference No.:

Procurement of Goods / Services:

The Technical Evaluation Committee has evaluated the Technical Bids, which are accepted by the Technical Bid Opening Committee:

Total No. of Technical Bids accepted: _____

Evaluation of Technical Specification:

S. No.	Specifications and other eligibility conditions mentioned in the NIT	Name of the bidder of accepted technical bids (Complied / Not Complied)					Remarks
		Bidder 1 Name	Bidder 2 Name	Bidder 3 Name	Bidder 4 Name	Bidder 5 Name	
1	Specification 1						
2	Specification 2						
3	Specification 3						
4	Specification 4						
5	Specification 5						
6	Specification 6						
7	Specification 7						
8	Specification 8						

Evaluation of Other Terms and Conditions:

S. No.	Specifications and other eligibility conditions mentioned in the NIT	Name of the bidder of accepted technical bids (Complied / Not Complied)					Remarks
		Bidder 1 Name	Bidder 2 Name	Bidder 3 Name	Bidder 4 Name	Bidder 5 Name	
1	EMD						
2	Pre-qualification criteria for bidders						
3	Submission of required documents						
4	Delivery period, Validity of Bids & Warranty						
5	Acceptance of Agreement condition						
6	Acceptance of Security Deposit (PBG) condition						
7	Payment Conditions						
8	Other terms & conditions, if any						

Recommendations of the Technical Evaluation Committee:

- 1.
- 2.
- 3.

Signatures of the members of the Technical Evaluation Committee:

UNIVERSITY OF HYDERABAD

School: Department / Centre:

Telephone: Email:

Minutes of the Financial Bids Opening Committee and Evaluation of Financial Bid

Date:

Tender Id / Reference No.:

Procurement of Goods / Service:

In response to the above referred NIT that was published on the e-tender portal (CPPP) on _____ and University website on _____, a total _____ (No. of Technical Bids) have been received. Out of which _____ (No. of bids) are found technically suitable and the Committee has decided to open their Price Bids for preparation of price comparison statement and to find out the lowest bidder (L-I).

Total No. of Technical Bids accepted: _____

Total No. of Price Bids opened: _____

Evaluation of Financial Bid:

S. No.	Comparison particulars	Name of the Bidder					Remarks
		Bidder 1 Name	Bidder 2 Name	Bidder 3 Name	Bidder 4 Name	Bidder 5 Name	
1	Basic Price in INR.						
2	Total other charges, if any						
3	Applicable percentage of Taxes (as per HSN Code)						
4	Taxes in Rs. (GST / Customs Duty)						
5	Grand Total in Rs.						
6	Position (L1, L2, L3,)						
7	Justification / remarks, if any.						

Recommendations Local Purchase / Purchase Committee:

- 1.
- 2.
- 3.

Signatures of the members of the Local Purchase / Purchase Committee

UNIVERSITY OF HYDERABAD

Purchase Proposal Format

School: Department / Centre:
 Telephone: Email:

Purchase Proposal for

S. No.	Particulars	Remarks	Documentary Proof attached (Page Nos.)
1	Name of the Proposer and ID No.		
2	Designation and Department / Section		
3	Is In-principle approval from the Competent Financial Authority is obtained:	Approved by the on (date)	Page No.
Details of the Proposed Goods / Services and Firm / Supplier			
4	Name of the Goods (Equipment) / Services with quantity		
5	Details of Model No. and brief specifications		
6	Name and Address of the Manufacturer of the Proposed Goods		
7	Name of the Supplier and Address to whom the Purchase Order to be placed		
8	Wherever an agent / dealer is quoting on behalf of the Principal, whether authorization letter has been obtained from the Principal?		
9	Justification for procurement		
10	Objective, Primary Use and Benefits for Procurement:		
11	If the proposed items have been procured earlier: Procured date: Present Status of the item:		
Details of the Budget Head:			
12	Name of the Major Budget Head (Maintenance / Plan / Project / Special Purpose Fund, etc.,)		
13	Minor Budget Head: (Equipment/Consumables/Infrastructure/ Renovation, etc.,)		
14	Status of Grant / Budget availability		Page No.

Details of Purchase Process / Procedures				
15	Type of the Tender	Advertised Tender Enquiry / Limited Tender Enquiry / Single Tender Enquiry with Proprietary Article Certificate		
16	Type of Bid System	Single Bid system / Two Bid system		
17	Is Notice Inviting Tender (Tender Enquiry) issued	Yes		Page No.
18	In case of Limited Tender Number, No. of firms / suppliers the NIT has been sent			Page No.
19	Proprietary Article Certificate in case of Single Tender Enquiry	Yes / No / NA		Page No.
20	Is NIT / Tender Enquiry published in the CPPP along with University website (For the items costing Rs. 2.5 lakh and more - a Copy / proof should be attached)	Yes / No / NA		Page No.
21	Number of Bids received (enclose all the bids or their scanned copies)			Page No.
22	Number of Bids accepted			Page No.
23	Total EMD received / credited in the University Account			Page No.
24	Number of Bids technically qualified			Page No.
25	Minutes of the Tender Opening Committee enclosed?	Yes		Page No.
26	Minutes of the Technical Bid Evaluation Committee enclosed?	Yes		Page No.
27	Minutes of the Financial Bid Evaluation Committee enclosed?	Yes		Page No.
Cost Details				
28	Imported (@ 1 = Rs.)		Indigenous (in Rs.)	
29	Basic Cost (CIP / CIF Hyderabad)	Foreign Currency: INR:	Basic Cost in Rs.	
30	Customs Duty @ 5.5% or % (in Rs.)		Other Costs if any, (viz., packaging, insurance, transport, etc.,)	
31	Other estimated charges in Rs. (bank charges, clearing charges, etc.,)		Taxes - GST @ _____%	
32	Total Cost		Total Cost in Rs.	
(Rupees only)				

Other Terms & Conditions		
33	Taxes	<i>Included as above</i>
34	Delivery Location	<i>The items shall be delivered to: Department / Centre: School: University of Hyderabad, Gachibowli, Hyderabad - 500 046, India</i>
35	Delivery Period	<i>The supplier should deliver the items within days (mention the required delivery period by the proposer) from the date of issue of the purchase order.</i>
36	Liquidated damages / Late Delivery	<i>In the event of delay in delivery beyond stipulated period indicated in the Purchase Order, liquidated damages @ 1% per each week of delay subject to a maximum of 5% of the cost of the order will be levied and collected by the University, by way of deduction from the payments due to the vendor/supplier.</i>
37	Warranty Period	<i>Warranty should be for period of 3 years for all the quoted items from the date of successful installation of the equipment/item.</i>
38	Annual Maintenance Contract (AMC)	<i>Comprehensive Annual Maintenance for a period ofyears after expiry of the initial warranty period of year.</i>
39	Payment	<i>92.5% of the total cost will be released after delivery, satisfactory installation, commissioning, testing and training, against submission of valid TAX Invoice (with HSN code) with GSTIN number of the Supplier. The remaining 7.5% will be released on submission of a Performance Bank Guarantee (PBG) for an equivalent amount or completion of the warranty period plus grace period of 60 days, whichever is earlier. <i>In case of purchases from foreign manufacturers/suppliers, Letter of Credit (LC) will be opened for 100% of the purchase value and 92.5% shall be released after delivery and signing the Agreement; balance 7.5% will be released on submission of PBG or completion of the warranty period plus grace period of 60 days, whichever is earlier.</i></i>
0	Agreement	<i>An Agreement in the format prescribed by the University shall be entered into by the Supplier / Representative in respect of purchase of Goods / Services valuing Rs. 10 lakh and above, within a period of 15 days from the date of issue of Purchase Order / Work Order.</i>
41	Performance Security	<i>Supplier should submit a Performance Security (in all cases of purchases valuing Rs. 10 lakh and above) for an amount equivalent to 7.5% of the total basic price of the Goods / Services (exclusive of taxes and duties) within a period of 15 days from the date of issue of Purchase Order / Work Order. <i>Performance Security should remain valid for the entire warranty period plus additional (grace) period of 60 days, from the date of successful installation of the equipment/item. Performance Security shall be submitted in the form of Account Payee Demand Draft / Fixed Deposit Receipt / Banker's Cheque / Bank Guarantee from any of the Commercial Banks in an acceptable form, drawn in favour of Finance Officer, University of Hyderabad, payable at Hyderabad.</i></i>
Additional Terms & Conditions / Remarks, if any:		

Signature of the Proposer

Recommendations and signatures of the Local Purchase / Purchase Committee:

“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, and it is not debarred by Department of Commerce or MHRD or University.”

Sign:	Sign:
Name:	Name:
Sign:	Sign:
Name:	Name:
Sign:	Sign:
Name:	Name:

Approval of the Dean
(If the total cost is less than Rs. 2.5 lakh)

To
The Internal Audit officer, UoH - for pre-check
(If the total cost is more than financial limits of the CFA)

Pre-check by IAO:

Internal Audit Officer

Approval of the Dean
(If the total value is more than Rs. 2.5 lakh to Rs. 10 lakh)

(Note: Financial Concurrence by F&A and approval of the Vice-Chancellor, is required for all the Purchase Proposals costing above Rs. 10 lakh)

To
Finance Officer



UNIVERSITY OF HYDERABAD

(A Central University established by an Act of Parliament, 1974)
Prof. C. R. Rao Road, P.O. Central University Campus, Gachibowli,
Hyderabad - 500 046, Telangana, INDIA website: www.uohyd.ac.in

School: Department / Centre :
Telephone: Email:

Purchase / Work Order No. date:

To

Sub: Supply of - Reg.
Ref: Your Bid No. dated

Please supply the following items with reference to your bid referred to above and as per descriptions / specifications and terms & condition given below:

The Details of items, quantity and their technical specifications are given below:

S. No.	Description of item and Specifications	Basic Price Rs.	Quantity (Unit)	Percentage of Taxes / GST	Taxes / GSTRs.	Total Rs.
1	Description:					
	Detailed Specifications:					

Terms & conditions:

S. No.	Clause Name	Description
1	Taxes: GST & Customs Duty	Included as above
2	Other Costs / Charges	The bidder should clearly indicate all applicable other charges, if any, separately viz., transportation, packing, loading, unloading, insurance, installation, commissioning, testing, training, etc.,

3	Warranty	The bidders should offer a minimum period of 3 years warranty for all the quoted items from the date of successful installation of the equipment/item. The quoted price shall be inclusive of warranty costs. AMC/FMC charges for fourth and fifth year shall be quoted separately, if applicable.
4	Comprehensive Annual Maintenance Contract (CAMC)	Bidders shall quote Comprehensive Annual Maintenance charges for a period of 2 years after expiry of the initial warranty period of 1 year. In all other cases, quote for at least two years' CAMC be quoted.
5	Agreement	<p>An Agreement in the format prescribed by the University of Hyderabad is required to be entered into by the Supplier / Representative with the University in respect of purchase of Goods / Services valuing Rs. 10 lakh and above, within a period of 15 days from the date of issue of Purchase Order / Work Order.</p> <p>In cases of CAMC, agreements are to be entered into on case to case basis duly customizing the format of agreement.</p> <p>In cases of works awarded by University Works Department, template of agreement finalised by Internal Audit Office, UoH is to be adopted.</p>
6	Performance Security	Successful bidder should submit a Performance Security (in all cases of purchases valuing above Rs. 10 lakh for an amount equivalent to 7.5% of the total basic price of the Goods / Services (exclusive of taxes and duties) within a period of 15 days from the date of issue of Purchase Order / Work Order. Performance Security should remain valid for the entire warranty period plus additional (grace) period of 60 days, from the date of successful installation of the equipment/item. Performance Security shall be submitted in the form of Account Payee Demand Draft/ Fixed Deposit Receipt / Banker's Cheque / Bank Guarantee from any of the Commercial Banks in an acceptable form, drawn in favour of Finance Officer, University of Hyderabad, payable at Hyderabad.
7	Payment	<p>92.5% of the total cost will be released after delivery, satisfactory installation, commissioning, testing and training (if any), against submission of valid TAX Invoice (with HSN code) with GSTIN number of the supplier. The remaining 7.5% will be released on submission of a Performance Bank Guarantee (PBG) for an equivalent amount.</p> <p>In case of purchases from foreign manufacturers/suppliers, Letter of Credit (LC) will be opened for 100% of the purchase value and 92.5% shall be released after signing the Agreement. As regards balance 7.5 % payment, the same will be released on submission of equivalent amount of PBG. If PBG is not submitted, 7.5% of the amount will be retained till the completion of the entire warranty period.</p>

8	Delivery Location	The items shall be delivered to: Department / Centre: School: University of Hyderabad, Gachibowli, Hyderabad - 500 046, India
9	Delivery Period	The supplier should be able to deliver the items within days (mention the required delivery period by the proposer) from the date of issue of the purchase order.
10	Liquidated damages / Late Delivery	In the event of delay in delivery beyond stipulated period indicated in the Purchase Order, liquidated damages @ 1% per each week of delay subject to a maximum of 5% of the cost of the order will be levied and collected by the University, by way of deduction from the payments due to the vendor/supplier.
11	Risk Purchase Clause	If the Supplier fails to deliver the ordered materials within the stipulated delivery period specified in the purchase order, the University may resort to procure such items and in such a manner as deemed appropriate, goods or services similar to those undelivered, and the supplier will be liable to reimburse the University for any excess costs for such similar goods or services.

Please acknowledge the receipt of this Work Order / Purchase Order and convey your acceptance for the terms and conditions incorporated herein.

Signature of Dean/Head/Director/PI/Faculty In-charge
Name:
Department / Centre:
School:.....
Phone No.
E-mail ID:

Note: A copy of the Purchase Order shall be sent to Finance & Accounts for making a note in the concerned Budget Control Register of the Grant.

Agreement with Manufacturer / Supplier

An Agreement made on this _____ day of _____ (Month) _____ (Year)

Between

the University of Hyderabad, Gachibowli, Hyderabad – 500 046, represented by its REGISTRAR (hereinafter called “the University”) which expression shall include the representatives, executives, administrators, successors or assigns on ONE part

and

M/s. _____ [*Name and Address of the Supplier*], (hereinafter called “the Supplier”), which expression shall include the representatives, executives, administrators, successors or assigns on the OTHER part.

WHEREAS the University is desirous to enter into an Agreement with the Supplier for supply and installation of _____ [Name of the Equipment / item] at its premises as per the technical specifications and terms and conditions mentioned in the NIT No. _____ Dated _____ and Purchase Order No. _____ Dated _____ for the total value of Rs. _____ subject to the conditions herein set forth.

NOW THIS DEED OF AGREEMENT WITNESSES THE TERMS AND CONDITIONS AS FOLLOWS:

1. That the Agreement shall come into force immediately and shall remain valid until the final completion of the Contract or cancelled by the University, whichever is earlier.
2. That the supply would be made against a consideration of the sum of _____ to be paid by the University to the Supplier, as per the terms agreed to in the NIT and Purchase Order. The Supplier shall execute and complete the Purchase Order in a thorough and workmanlike manner.
3. That the Supplier agreed to offer a warranty period of _____ years for all the items mentioned in the Purchase Order from the date of successful installation of the equipment/item. The total value of the purchase / supply shall be inclusive of warranty costs.
4. That the Supplier agreed to offer Comprehensive Annual Maintenance for the all the items mentioned in the Purchase Order for a period of 2 years after expiry of the initial warranty period.
5. That 92.5% of the total Purchase Order value will be released after delivery, satisfactory installation, commissioning, testing and training (if any), against submission of valid TAX Invoice (with HSN code) with GSTIN number of the supplier. The remaining value of 7.5% will be released on submission of a Performance Bank Guarantee (PBG) for an equivalent amount, drawn in favour of Finance Officer, University of Hyderabad, payable at Hyderabad, for the entire warranty period plus grace period of 60 days. If the Supplier does not provide a Bank Guarantee, 7.5% of FOB value would be retained by the University till the completion of the entire warranty period.

6. That the Supplier agreed to arrange to deliver whole of the machinery / equipment / parts / items as specified in the specifications, Bid and Purchase Order at the location specified in the Purchase Order before the stipulated delivery period.
7. That in the event of delay in delivery beyond stipulated period indicated in the Purchase Order, liquidated damages @ 1% per each week of delay subject to a maximum of 5% of the cost of the equipment, etc. ordered will be levied and collected from the Supplier by the University, by way of deduction from the payments due to the Vendor/Supplier.
8. That in case the Supplier fails to deliver the ordered materials within the stipulated delivery period specified in the Purchase Order, the University may resort to procure such items and in such a manner as deemed appropriate, goods or services similar to those undelivered, and the Supplier would be liable to reimburse the University for any excess costs for such similar goods or services.
9. That the University reserves the right to change their specified delivery site for any reasonable ground or grounds and the Representative shall be responsible to deliver the materials at the new site. The transportation cost for delivery at the new site will be decided by both the parties.
10. That the University reserves the right to increase or decrease the quantity of items, if the University feels it necessary to do so during the validity of this Agreement.
11. That the University shall obtain pre-installation requirement from the Supplier and complete all necessary requirements at its own cost before commencement of the installation by the Supplier.
12. That the Supplier shall send a factory-trained Engineer to install the equipment free of charge at a mutually convenient time after confirmation of safe arrival of the equipment at the University premises. The Supplier shall bear the travel, living and other costs of the Engineers / Labourers.
13. That on installation, the Supplier shall arrange with the University to have test run of the machinery / equipment / part as per the specifications given in the published catalogue / data sheet / bid.
14. That the Supplier shall be responsible for the adequacy, strength and accuracy of all the Systems (machinery, equipment, parts, appliances and things) supplied by the Supplier for the purpose of the contract, as per the specifications claimed by the Supplier in their published catalogues / bid.
15. That after the installation and satisfactory testing of the System (machinery, equipment, parts, etc.) the University, if satisfied with the performance of the system as expected from the specifications, shall grant and deliver a Certificate in duplicate that the equipment is in working order to the satisfaction and that the same is in conformity with the specifications. One of the duplicate certificate shall be given to the Supplier. Such delivery and handing over shall amount to and be considered as handing over and the very to the University within the meaning of this contract.
16. That during warranty period, if there shall be found any defect in the system either due to faulty workmanship or due to bad materials, the same shall be rectified or replaced by the Supplier at their own cost.
17. That the Supplier shall be responsible for and shall pay all expenses of every kind of injury etc., caused by any accident to all persons employed by him or on his behalf during the course of installation and commissioning of the system supplied by the Supplier.

18. That if the Supplier shall in any manner neglect or fail to carry on the work or performance of the terms of the Agreement with due diligence or violates any of the terms of this Agreement, the University shall be entitled to cancel the Agreement and demand damages.
19. That any disputes arising out of this Contract shall be referred to the University, and if any of the parties hereto is dissatisfied with the decision, the dispute shall be referred to the decision of the Arbitrator, who should be acceptable to both the parties, to be appointed by the Vice-Chancellor of the University. The decision of such Arbitrator shall be final and binding on both the parties.
20. That all disputes, if any, arising during course of execution of the order are to be settled within the jurisdiction of Hyderabad Courts only.

In witness whereof the parties have hereto set their hands day, month and year above written.

In the presence of

1.

Supplier/Authorised Representative
(Signed on behalf of the Supplier)

2.

In the presence of

1.

Registrar
(Signed on behalf of the University)

2.

Agreement with the Indian Representative

An agreement made on this _____ day of _____ (Month) _____ (Year)

Between

the University of Hyderabad, Gachibowli, Hyderabad – 500 046, represented by its REGISTRAR (hereinafter called “the University”) which expression shall include the representatives, executives, administrators, successors or assigns on ONE part.

and

M/s _____ [Name and Address of the Indian Representative] (hereinafter called “the Representative”), representing their principals M/s. _____ [Name and Address of the Foreign Manufacturer], (hereinafter called “the Supplier”), which expression shall include the representatives, executives, administrators, successors or assigns on the OTHER part.

WHEREAS the University is desirous to enter into an Agreement with the Indian Representative for supply and installation of _____ [Name of the Equipment / item] at its premises, as per the technical specifications and terms and conditions mentioned in the NIT No. _____ Dated _____ and Purchase Order No. _____, Dated _____ for the total value of _____ (FOB, Hyderabad price) subject to the conditions herein set forth.

NOW THIS DEED OF AGREEMENT WITNESSES THE TERMS AND CONDITIONS AS FOLLOWS:

1. That the Agreement shall come into force immediately and shall remain valid until the final completion of the Contract or cancelled by the University, whichever is earlier.
2. That the supply would be made against a consideration of the sum of _____ to be paid by the University to the Supplier, as per the terms agreed in the NIT and Purchase Order. The Representative shall execute and complete the Purchase Order in a thorough and workmanlike manner.
3. That the Representative agreed to offer a warranty period of _____ years for all the items mentioned in the Purchase Order, from the date of successful installation of the equipment/item. The total value of the purchase / supply shall be inclusive of warranty costs.
4. That the Representative agreed to offer Comprehensive Annual Maintenance for the all the items mentioned in the Purchase Order for a period of 2 years after expiry of the initial warranty period.
5. That 92.5% of the total Purchase Order value will be released after delivery, satisfactory installation, commissioning, testing and training (if any), against the submission of a valid Invoice. The remaining 7.5% value will be released on submission of a Performance Bank Guarantee (PBG) for an equivalent amount, drawn in favour of Finance Officer, University of Hyderabad, payable at Hyderabad, for the entire warranty period plus grace period of 60 days. If the Representative does not provide a Bank Guarantee, 7.5% of FOB value would be retained by the University till the completion of the entire warranty period.

6. That the Representative agreed to arrange to deliver whole of the machinery / equipment / parts / items as specified in the specifications, Bid and Purchase Order to the nearest airport (Hyderabad) before stipulated delivery period and the University shall make arrangements for taking Customs clearance, delivery, transport and placing of all the equipment so received at the site of installation.
7. That in the event of delay in delivery beyond stipulated period indicated in the Purchase Order, liquidated damages @ 1% per each week of delay subject to a maximum of 5% of the cost of the order will be levied and collected from the Representative by the University, by way of deduction from the payments due to the Vendor/Supplier.
8. That in case the Representative fails to deliver the ordered materials within the stipulated delivery period specified in the Purchase Order, the University may resort to procure such items and in such a manner as deemed appropriate, goods or services similar to those undelivered, and the Representative will be liable to reimburse the University for any excess costs for such similar goods or services.
9. That the University reserves the right to change their specified delivery site for any reasonable ground or grounds and the Representative shall be responsible to deliver the materials at the new site. The transportation cost for delivery at the new site will be decided by both the parties.
10. That the University reserves the right to increase or decrease the quantity of items, if the University feels it necessary to do so during the validity of this Agreement.
11. The University shall obtain pre-installation requirement from the Supplier / Representative and complete all necessary requirements at its own cost before commencement of the installer by the supplier.
12. That the Representative shall send a factory-trained Engineer to install the equipment free of charge at a mutually convenient time after confirmation of safe arrival of the equipment at the University premises. The Representative shall bear the travel, living and other cost of the Engineers / Labourers.
13. That on installation, the Representative shall arrange with the University to have test run of the machinery / equipment /part as per the specifications given in the published catalogue / data sheet / quotation.
14. That the Representative shall be responsible for the adequacy, strength and accuracy of all the Systems (machinery, equipment, parts, appliances and things) supplied by the Supplier for the purpose of the contract, as per the specifications claimed by the Supplier in their published catalogue/ bid.
15. That after the installation and satisfactory testing of the System (machinery, equipment, parts etc.) the University, if satisfied with the performance of the system as expected from the specifications, shall grant and deliver a certificate in duplicate that the equipment is in working order to the satisfaction and that the same is in conformity with the specifications. One of the duplicate certificate shall be given to the Representative. Such delivery and handing over shall amount to and be considered as handing over and the very to the University within the meaning of this contract.
16. That during warranty period, if there shall be found any defect in the system either due to faulty workmanship or due to bad materials, the same shall be rectified or replaced by the Supplier through their Representatives at their own cost.

17. That the Representative shall be responsible for and shall pay all expenses of every kind of injury etc., caused by any accident to all persons employed by him or on his behalf during the course of installation and commissioning of the system supplied by the Supplier.
18. That if the Representative shall in any manner neglect or fail to carry on the work or performance of the terms of the Agreement with due diligence or violates any of the terms of this Agreement, the University shall be entitled to cancel the Agreement and demand damages.
19. That any disputes arising out of this Contract shall be referred to the University, and if any of the parties hereto is dissatisfied with the decision, the dispute shall be referred to the decision of the Arbitrator, who should be acceptable to both the parties, to be appointed by the Vice-Chancellor of the University. The decision of such Arbitrator shall be final and binding on both the parties.
20. All disputes, if any, arising during course of execution of the Purchase Order are to be settled within the jurisdiction of Hyderabad/ Ranga Reddy District Courts only.

In witness whereof the parties have hereto set their hands day, month and year above written.

In the presence of

1.

Authorised Representative

2.

(Signed on behalf of the Indian Representative)

In the presence of

1.

Registrar

2.

(Signed on behalf of the University)

FORMAT FOR PERFORMANCE BANK GUARANTEE

From

Bank:

.....

To

The Finance Officer, University of Hyderabad, Hyderabad - 500 046

Dear Sir,

1. Whereas you (the "PURCHASER") have entered into a Contract / issued Purchase Order No. _____ dated _____ (hereinafter referred to as the "said Contract") with M/s _____ (hereinafter referred to as the "SELLER") for supply of goods as defined in the said Contract / Purchase Order and whereas the SELLER has undertaken to produce a bank guarantee for 7.5% of total contract value amounting to Rs. _____ (Indian Rupees _____) to secure its obligations to the PURCHASER in accordance with the said Contract.
2. We _____ (the Bank) hereby expressly, irrevocably and unreservedly undertake and guarantee as principal guarantor on behalf of the SELLER that, we will pay you on your demand declaring the SELLER to be in default under the said Contract, without demur or contest, all and any sum up to a maximum of Rs. _____ only. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said Contract.
3. We undertake to effect payment upon receipt of such written demand, notwithstanding any dispute or disputes raised by the SELLER in any suit pending before any Court, Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.
4. We shall not be discharged or released from this undertaking and guarantee by any arrangements or variations made between you and the SELLER, indulgence to the SELLER by you or by any alterations in the obligation of the SELLER or by any forbearance whether as to payment, time, performance or otherwise.
5. In no case shall the amount of this guarantee be increased.
6. This guarantee shall remain in full force and effect until 60 days beyond the warranty period as specified in the contract i.e. up to _____ (expiry date). In case of delay in fulfillment of obligations by the SELLER, the expiry date shall be extended by us as per intimation from the SELLER.

7. Unless a demand or claim under this guarantee is made to us in writing on or before the aforesaid expiry date or extended expiry date, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.
8. This guarantee shall be continuing guarantee and shall not be discharged by any change in the constitution of the Bank or in the constitution of the SELLER.
9. We lastly undertake not to revoke this guarantee during its currency except with the previous consent of the PURCHASER in writing.

Yours faithfully,

for _____ Bank
(Authorised Signatory)
Seal of the Bank

Place : _____

Date : _____

CUSTOMS DUTY EXEMPTION CERTIFICATE

To
The Assistant Commissioner
Customs Division

This is to certify that University of Hyderabad, Hyderabad is registered with the Department of Scientific & Industrial Research (DSIR) for purposes of availing Customs Duty Exemption in terms of Government Notification No. 51/96 - Customs dated 23rd July, 1996, Notification No. 47/2017-Integrated Tax (Rate), dated 14th November 2017, Notification No. 45/2017-Central Tax (Rate), dated 14th November 2017 and Notification No. 45/2017-Union Territory Tax (Rate), dated 14th November 2017, as amended from time to time. The Registration is valid up to 31-08-2021.

1.	Name of the Institution (Issuing Organization)	University of Hyderabad, Prof. C.R. Rao Road, P.O. Central University, Hyderabad - 500 046
2.	Recognition with Department of Scientific and Industrial Research	TU/V/RG-CDE(58)/2016, Dated 20-02-2018, valid up to 31-08-2021
3.	Department and Faculty concerned	
4.	Source of Fund	
5.	Description of goods	
6.	PKG/Weight	
7.	Name of the Manufacturer	
8.	Quotation No. of the Manufacturer	
9.	UH Purchase Order No. and Date	
10.	Airway Bill No. & Date	
11.	Value of the Item (CIP/CIF/FOB)	
12.	Customs Duty @ 5.50 %	
13.	Additional Duty (CVD) @ 12.5 %	
14.	Duty Foregone amount	

Certified that the purchase of the above mentioned goods for which Customs Duty exemption is claimed are required for research purpose only by this University and is not engaged in any commercial activity. It is also certified that, University of Hyderabad is registered with Department of Scientific and Industrial Research, New Delhi.

HEAD OF THE INSTITUTION

Ref No.

Date:

GOODS AND SERVICES TAX CONCESSION CERTIFICATE IN TERMS OF NOTIFICATION No. 45/2017 & 47/2017, DATED 14th NOVEMBER 2017 AND 9/2018 DATED 25th JANUARY 2018 ISSUED BY THE MINISTRY OF FINANCE, DEPARTMENT OF REVENUE OF GOVERNMENT OF INDIA

1.	Name of the Institution (Issuing Organization)	University of Hyderabad, Prof. C.R. Rao Road, P.O. Central University, Hyderabad - 500 046
2.	Recognition with Department of Scientific and Industrial Research	TU/V/RG-CDE(58)/2016, Dated 20-02-2018, valid up to 31-08-2021
3.	Name of the Department	
4.	Description of goods	
5.	Name of the R&D Unit for whom the item is meant	
6.	Name and Address of the Manufacturer / Supplier	
7.	UH Purchase / Work Order No. and Date	
8.	Basic Cost of the item	
9.	HSN Code of the item	
9.	Other Cost if any	
10.	Rate (%) and Amount of GST	
11.	The purpose for which required	Research & Development

Certified that the above mentioned Institution is a Public Funded Research Institution under the Ministry of Human Resource Development (MHRD), Government of India and the goods claiming concessional rate of IGST/CGST/SGST under this Notification are required for the Research Purpose only.

HEAD OF THE INSTITUTION

(To be printed on White paper)

A.D.Code No. _____
 Form No. _____
 (To be filled by authorised dealer)

Form A1
(For Import Payments only)

Serial No. _____
(for use of Reserve Bank of India)

Application for Remittance
in Foreign Currency

Amount _____
remitted **Currency** _____
Equivalent to Rupees _____
(To be completed by authorised
dealer)

I/We wish to purchase _____
 (Name of currency) (Amount in words)
 through _____ for
 (Name and address of the authorised dealer)
 payment to _____
 (Name and address of the beneficiary of the remittance)
 in payment of imports into India, detailed below:

Details of goods imported or to be imported into India

Section A: Import Licence particulars

Import Licence					Date of Issue			Date of expiry			Face value of licence	Amount to be endorsed (in Rs.) @		
Prefix	Licence No.		Suffixes					Date	Month	Year			Date	Month
1	2		1	2	3	4	5							

@ Actual amount endorsed in rupees against each licence involved, should be stated under this column.

Note: If more than one licence is involved, particulars of all licences should be furnished. If the space is inadequate, separate statement may be attached. The amount utilised against each licence should invariably be indicated.

Section B: Import particulars

Invoice Details				Quantity of goods	Description of goods	Harmonised System of Classification	Country of origin of goods	Country from which goods are consigned	Mode of shipment (air, sea post, rail river, transport port, etc.)	Date of shipment (if not known approximate date)
No and date	Terms (c.i.f., f.o.b., c.&.f. etc.)	Currency	Amount							

Section C: Other particulars

1. Details of forward purchase contract, if any, booked against the import

(No.& date of Contract)

(Currency and Amount of Contract)

(Balance under the contract)

2. If remittance to be made is less than invoice value, reasons therefor (i.e. part remittance, instalment etc.)

.....
I/We hereby declare that the statements made by me/us on this form are true and that I/we have not applied for an authorisation through any other bank.

I/We declare and also understand that the foreign exchange to be acquired by me/us pursuant to this application shall be used by me/us only for the purpose for which it is acquired and that the conditions subject to which the exchange is granted will be complied with.

.....
(Signature of Applicant/Authorised Official)

@ Name and Address of Applicant.....

Importer's Code Number

@ Nationality

@ To be filled in capital letters

Stamp

Date:.....

NOTE : For remittances covering intermediary trade, form A2 should be used.

Declaration to be furnished by Applicant

I/We declare that

- (a) the import licence/s against which the remittance is sought is/are valid and has/have not been cancelled by DGFT.
- (b) the goods to which this application relates have been* imported into India on my/our own account* will be *
- (c) the import is on behalf of @_____ * and
- (d) the invoice value of the goods which is declared on this form is the real value of the goods imported * into in India. to be imported*

If the Import has been made I/We attach the relative Customs-stamped Exchange Control copy of Bill of Entry *
Post parcel wrapper (for imports by post)* / Courier Wrapper
(for imports through courier)*

or

If the import is to be made I/We undertake to produce within three months to the authorised dealer the relative Customs-stamped Exchange Control copy of Bill of Entry *
Post parcel wrapper (for imports by post)* / Courier wrapper
(for imports through Courier)*

* Strike out item not applicable

@ Where the import is on behalf of Central/State Government Department or a company owned by Central/State Government/Statutory Corporation, Local Body, etc. the name of the Government Department, Corporation etc. should be stated.

Date:.....
.....
(Signature of Applicant/Authorised Official)

Space for comments of the authorised dealer

(While forwarding the application to Reserve Bank for approval, reference to Exchange Control Manual paragraph/ A.D.Circular in terms of which the reference is made should invariably be cited. If any remittance application on account of the same import was referred to Reserve Bank earlier, reference to the last correspondence/approval should also be cited).

.....

(Signature of Authorised Official)

Name

Designation

Name and Address of

Authorised dealer

Stamp

Date:.....

Certificate to be Furnished by Authorised Dealer (Importer's Banker)

We hereby certify that

(a) this payment is

- Put a tick (✓) in the relevant block
- (i) an advance remittance
 - (ii) in retirement of bills under Letter of Credit opened through us
 - (iii) against documents received through our medium for collection
 - (iv) on account of documents received direct by the applicant/s against undertaking furnished by the latter to submit Customs-stamped Exchange Control copy of Bill of Entry of Post Parcel/courier wrapper within three months
 - (v) on account of documents received direct by the applicant/s against Customs-stamped Exchange Control copy of Bill of Entry/post parcel/courier wrapper (attached) submitted by the latter
 - (vi) _____
(any other case, to be explained)

(b) all the Exchange Control regulations applicable to the remittance have been complied with

(c) the payment to the supplier of the goods has been* made
will be*

through _____
(Name & Address of the foreign bank)

We also certify/undertake that the relevant Customs-stamped Exchange Control copy of Bill of Entry or post parcel/courier wrapper

- * shall be verified by us within three months
[vide certificate (a)(ii) and (iii) above].
- * has been verified [vide certificate (a) (v) above].
- * shall be obtained from the applicant/s within three months
[vide certificate (a) (i) and (iv) above].

.....
(Signature of Authorised Official)

Name

Stamp

Date:.....

Designation.....

Name and Address of

Authorised dealer

* Strike out item not applicable

FORM A2

(To be completed by the applicant)

(For payments other than imports and remittances covering intermediary trade)

AD Code No. _____

Form No. _____

(To be filled in by the Authorised Dealer)

Currency _____ Amount _____ Equivalent to Rs. _____

(To be completed by the Authorised Dealer)

Application for Remittance Abroad

I/We _____

(Name of applicant remitter)

PAN No.¹⁶ _____

Address _____

authorize

(Name of AD branch)

To debit my Savings Bank/ Current/ RFC/ EEFC A/c. No. _____

together with their charges and

* a) Issue a draft : Beneficiary's Name _____
Address _____

* b) Effect the foreign exchange remittance directly –
1) Beneficiary's Name _____
2) Name and address of the bank _____
3) Account No. _____

* c) Issue travelers cheques for _____

* d) Issue foreign currency notes for _____
Amount (specify currency) _____

* (Strike out whichever is not applicable) for the purpose/s indicated below

Sr. No.	Whether under LRS (Yes/No)	Purpose Code	Description
As per the Annex			

(Remitter should put a tick (✓) against an appropriate purpose code. In case of doubt/ difficulty, the AD bank should be consulted).

¹⁵ Inserted vide [AP \(Dir\) series Circular 50 dated February 11, 2016](#). Prior to insertion it read as Annex 1, which has since been replaced with effect from the same date.

¹⁶ Modified vide [AP \(DIR\) Series Circular No. 32 dated June 19, 2018](#). Prior to modification, it read "PAN No. (For remittances exceeding USD 25,000 and for all capital account transactions)"

**Declaration
(Under FEMA 1999)**

1. # I,(Name), hereby declare that the total amount of foreign exchange purchased from or remitted through, all sources in India during the financial year including this application is within the overall limit of the Liberalised Remittance Scheme prescribed by the Reserve Bank of India and certify that the source of funds for making the said remittance belongs to me and the foreign exchange will not be used for prohibited purposes.

Details of the remittances made/transactions effected under the Liberalised Remittance Scheme in the current financial year (April- March)

Sl. No	Date	Amount	Name and address of AD branch/FFMC through which the transaction has been effected

2. # The total amount of foreign exchange purchased from or remitted through, all sources in India during this calendar year including this application is within USD _____ (USD _____) the annual limit prescribed by Reserve Bank of India for the said purpose.

3. # Foreign exchange purchased from you is for the purpose indicated above.

(Strike out whichever is not applicable)

Signature of the applicant

(Name)

Date:

Certificate by the Authorised Dealer

This is to certify that the remittance is not being made by/ to ineligible entities and that the remittance is in conformity with the instructions issued by the Reserve Bank from time to time under the Scheme.

Name and designation of the authorised official:

Stamp and seal

Signature:

Date:

Place:

Import LC application form where Master Facility agreement (MFA) along with LC product schedule has been executed

To

State Bank of India

Date: _____

_____ Branch

Place: _____

I/We, the below mentioned Applicant, hereby request you to open an Irrevocable Documentary Letter of Credit ("Credit") with your correspondents against the limit sanctioned to us, as per details given below:

I/We hereby agree and confirm that the Credit is subject to the terms and conditions as contained herein and in the Facility Agreement dated _____ entered into between the below mentioned Applicant and State Bank of India .

Except as otherwise expressly stated IN THIS APPLICATION AND THE FACILITY AGREEMENT the credit is subject to the Uniform Customs and Practice for Documentary Credits as contained in the latest International Chamber of Commerce publication.

40A:** *	TYPE OF L/C	IRREVOCABLE
31D : ***	PLACE & DATE OF EXPIRY:	PLACE : Y Y M M D D
50 : ***	NAME AND ADDRESS OF THE APPLICANT	
59 : ***	NAME AND ADDRESS OF THE BENEFICIARY	
[Frame 5] [Frame 6] [Frame 7]	CURRENCY & AMOUNT OF CREDIT IN FIGURES AND IN WORDS	CURRENCY NAME: AMOUNT AMOUNT IN WORDS : CONTRACT TERMS: (Please mark) Others(Specify)
39A: #	PERCENTAGE CREDIT AMOUNT TOLERANCE	PERCENTAGE PLUS PERCENTAGE MINUS

39B: #	MAXIMUM CREDIT AMOUNT	MAXIMUM AMOUNT (AMOUNT PLUS TOLERANCE)
39C:	ADDITIONAL AMOUNTS COVERED (USANCE INTEREST)	
41a : (A/D) ***	CREDIT AVAILABLE WITH CREDIT AVAILABLE BY	ANY BANK ADVISING BANK ACCEPTANCE DEF PAYMENT NEGOTIATION SIGHT PAYMENT
42c: @	USANCE OF DRAFTS	AT SIGHT _____ DAYS FROM DATE OF SHIPMENT
42a:@	DRAWEE	ISSUING BANK OR NEGOTIATING BANK
42p: @	DEFERRED PAYMENT DETAILS	
43P:	PARTIAL SHIPMENTS	PROHIBITED PERMITTED
43T:	TRANSHIPMENTS	PROHIBITED PERMITTED
44A:	SHIPMENT FROM	
44B :	SHIPMENT TO	I. IS THE LC ISSUED FOR MERCHANTING TRADE TRANSACTION - YES / NO / NOT APPLICABLE II. ARE BOTH THE LEGS (IMPORT AND EXPORT) BEING ROUTED THROUGH _____ BANK. IF YES – MENTION THE REFERENCE NUMBER OF THE EXPORT LEG.
44C:	LATEST DATE OF SHIPMENT	
45A:	QUANTITY AND DESCRIPTION OF GOODS (BRIEF DETAILS)	
***	TYPE OF GOODS	<input type="checkbox"/> CAPITAL <input type="checkbox"/> NON CAPITAL
***	IMPORT LICENCE/OGL	

***	EXPORT IMPORT CODE NO.	
***	P.O. NUMBER AND DATE	
***	COUNTRY OF ORIGIN	
	1) INSURANCE CO'S NAME ADDRESS & FAX No. 2) POLICY No.& DATE (COPY TO BE ENCLOSED)	
46A:	DOCUMENTS REQUIRED	<p>SIGNED COMMERCIAL INVOICE (S) IN -----COPIES QUOTING IMPORT LICENCE/OGI REFERENCE AND CERTIFYING THAT THE GOODS SUPPLIED ARE AS PER PURCHASE ORDER OF THE APPLICANT. GROSS FOB/CIF/CFR VALUE OF THE GOODS BEFORE DEDUCTION OF AGENT'S COMMISSION, IF ANY, MUST NOT EXCEED THE MAXIMUM CREDIT AMOUNT.</p> <p>CERTIFICATE OF ORIGIN ISSUED BY CHAMBER OF COMMERCE (IN DUPLICATE)</p> <p>FULL SET OF SIGNED "CLEAN" "ON BOARD" OCEAN BILLS OF LADING MADE OUT TO ORDER AND BLANK ENDORSED MARKED FREIGHT PREPAID/FREIGHT PAYABLE AT DESTINATION EVIDENCING SHIPMENT OF MERCHANDISE DESCRIBED ABOVE. BILLS OF LADING MUST STATE FULL NAME AND ADDRESS OF BOTH APPLICANT AND BANK _____) AS PARTIES TO BE NOTIFIED. SHORT FORM, THIRD PARTY, FREIGHT FORWARDERS AND LASH BILLS OF LADING ARE NOT ACCEPTABLE.</p> <p>AIRWAY BILL (ORIGINAL PLUS THREE COPIES) ISSUED BY AIRLINE OR IT'S AGENT MADE IN THE NAME OF BANK L..... FOR ACCOUNT APPLICANT EVIDENCING THE CURRENT AIRFREIGHT OF GOODS. AIRWAY BILL SHOULD BE MARKED "FREIGHT PREPAID/TO COLLECT". AIRWAY BILLS MUST STATE FULL NAME AND ADDRESS OF APPLICANT AND BANK _____ AS PARTIES TO BE NOTIFIED. AIRWAY BILL MUST INDICATE FLIGHT NUMBER AND DATE.</p> <p>SHIPPING COMPANY'S OR THEIR AGENT'S CERTIFICATE (IN DUPLICATE) STATING THAT THE CARRYING VESSEL NAMED IN THE BILL OF LADING IS A SEAWORTHY VESSEL, NOT MORE THAN TWENTY YEARS OLD, HAS BEEN</p>

		<p>APPROVED UNDER INSTITUTE CLASSIFICATION CLAUSE (CLASS MAINTAINED EQUIVALENT TO LLOYDS 100 A1) AND HAS BEEN REGISTERED WITH AN APPROVED CLASSIFICATION SOCIETY (CERTIFICATE TO SPECIFY THE NAME OF THE CLASSIFICATION SOCIETY)</p> <p>MARINE/AVIATION INSURANCE POLICY OR CERTIFICATE (ORIGINAL PLUS COPY) DATED NOT LATER THAN THE DATE OF BILLS OF LADING/ AIRWAY BILL SIGNED AND ISSUED BY INSURANCE COMPANY MADE TO ORDER AND BLANK ENDORSED FOR 110 % OF CIF VALUE , COVERING INSTITUTE CARGO CLAUSE (A), WITH EXTENDED COVER FOR TRANSSHIPMENT RISKS, IF APPLICABLE, THEFT, PILFERAGE, BREAKAGE AND NON-DELIVERY, INSTITUTE WAR CLAUSE (CARGO) AND INSTITUTE STRIKES CLAUSE (CARGO), INSTITUTE TRANSIT CLAUSES FOR WAREHOUSE TO WAREHOUSE COVER WITH CLAIMS PAYABLE IN INDIA IRRESPECTIVE OF PERCENTAGE.</p> <p>INSURANCE COVERED BY THE APPLICANT, COPY EACH OF FAX WITH CONFIRMATION , INTIMATING THE APPLICANT DIRETLY ON FAX NO.....ANDINSURANCE COMPANY DIRECTLY CONVEYING FULL DETAILS OF SHIPMENT/DISPATCH SUCH AS VALUE AND BRIEF DESCRIPTION OF GOODS, NAME OF SHIPPING COMPANY/AIRLINES, NUMBER AND DATE OF BILL OF LADING/AIRWAY BILL, VESSEL NAME/FLIGHT NUMBER..... AND INSURANCE POLICY/CERTIFICATE NO AND DATE. WITHIN 48 HOURS OF SHIPMENT/DESPATCH</p> <p>SIGNED PACKING LIST (IN QUADRUPLICATE)</p>
47 A:	ADDITIONAL CONDITIONS	<p>ALL DOCUMENTS MUST BE IN ENGLISH</p> <p>ALL DOCUMENTS MUST MENTION OUR L/C NUMBER AND DATE.</p> <p>DOCUMENTSPRODUCEDBYREPROGRAPIC PROCESS/COMPUTERISED CARBON COPIES ARE NOT ACCEPTABLE UNLESS MARKED ORIGINAL AND SIGNED.</p> <p>THE TRANSPORT DOCUMENT –</p> <p>A - MUST NOT INDICATE A FINANL PLACE OF DESTINATION AS BEING DIFFERENT FROM THE PORT OF DISCHARGE</p> <p>B -MUST NOT BEAR BY STAMP OR OTHERWISE TO COST ADDITIONAL TO THE FREIGHT CHARGES</p>

		OTHERS, PLEASE SPECIFY
71 B:	SPECIFY IF ANY CHARGES ARE TO BENEFICIARY'S ACCOUNT	ALL CHARGES (SPECIFY)
48:	PERIOD OF PRESENTATION OF DOCUMENTS	WITHIN _____ DAYS FROM THE DATE OF _____
49: ***	CONFIRMATION INSTRUCTIONS	NOT REQUIRED REQUIRED CHARGES PAYABLE BY _____
72:	SENDER TO RECEIVER INFORMATION	
	****Additional Information	

***** indicates mandatory fields**

only one of the fields 39A OR 39B is to be filled.

@ Fields 42C and 42A together or Field 42p alone may be present

******** In the event of rejection of documents under applicable Article of latest UCP in vogue on account of discrepancies (Article 16 of UCP600), Bank is authorized to honor the documents without any reference to the beneficiary. **Declaration under Sec. 10(5) of FEMA, 1999.**

I/We hereby declare that the transaction covered under the credit(the "transaction") , does not involve, and is not designed for the purpose of any contravention of the provisions of the Foreign Exchange Management Act 1999 or of any rule, regulation, notification, direction or order made thereunder. I/We also hereby agree and undertake to give such information/documents as will reasonably satisfy you about the transaction in terms of above declaration.

We hereby confirm and certify that:(a) The goods imported / being imported by us under the Credit are not covered under Negative List of Imports as mentioned in latest Foreign Trade Policy in vogue and amendments thereto till date.(b) We are eligible to import the above mentioned goods under the current Export and Import Policy in place.(c) The said goods imported / being imported

by us are not restricted for import through specific licensing under the above mentioned policy and amendments thereto till date.

We also undertake to submit the relative Exchange Control Copy of the Bill of Entry / Postal Wrappers to you immediately after clearance of the said goods, in any case within 3 months from the date of remittance / payment. Further, we declare that the items imported will be used / disposed of as per the provision contained in the policy / procedure. I/We further declare that the undersigned has the authority to give the declarations, undertakings and instructions as above, on behalf of the Company.

Yours faithfully,

For _____ **name of applicant** _____

1. _____
Signature of the Authorised signatories of the Applicant

2. _____
Signature of the Authorised signatories of the Applicant

STATE BANK OF INDIA

Date:

International Banking Division
 COMMERCIAL BRANCH, (HYD)
 Branch Code 4168
 Bank Street, Koti, Hyderabad – 500 095

20: +	Our TT No.
----------	------------

Please make the following remittance:

+	Transmit the Message to			
32A +	Value Date YY MM DD	Currency	Amount	Amount in words
50 +	Applicant's Name and Address			
59 +	Beneficiary's Name and Address	ACC No., if any:		
57a	Beneficiary's Bank			
70	Purpose of Remittance			
71A	Foreign Bank's charges to be borne by	[] (our) Applicant:		[] (Ben) Beneficiary:
72	Foreign Bank's charges to be borne by	[] Teleben:		[] Phonben:
72	Method of Payment to Beneficiary	[] Benonty:		[] Cheque: [] Hold**

I/We request you to make the above Payment by wire/SWIFT entirely at my/our risk and on my/our responsibility and on the distinct understanding that no liability whatsoever is to attach to the Bank for any loss, injury or damage arising or resulting from delay in transmission of delivery or non-delivery of the transmission of delivery thereof or in deciphering the message from any cause whatsoever of from the misinterpretation when received.

Signature of the Applicant

USD = US Dollars; GBP = Pound Sterling; JPY = Japanese Yen!

** Beneficiary will call to collect payment

FOR BANK'S USE ONLY				
Rate (Prov/Firm):	+	Transmit Message to (Receiver)		
FWD Contract if any:				
Credit	Rs.	Ps.	52a	Applicant's Bank, if involved
LOA/USD/MFC/ Br. Clg. Gen. A/c.			53a	Cover instructions sent to
Corresp A/c.			54a	Cover paid to Receiving Bank's A/c at
Exchange			56a	Beneficiary Bank to be paid through (if intermediary Bank)
Charges (p & T)			72	Any other instructions
Total (in words)				

Cash / Transfer Scroll :
 Cash Officer /
 Passing Officer:

Please Transmit the above TT Message through SWIFT.

Entd in TT Register:
 Checked TT Register:
 Posted Ledger:

P. CHIEF MANAGER

Entd	Verified	Approved	SWIFT reference & Date

Checked in Ledger:



FORM GFR 23

[See Rule 211 (ii) (b)]

**STOCK REGISTER OF CONSUMABLES SUCH AS STATIONERY,
CHEMICALS, SPARE PARTS ETC.**

Name of Article..... Unit of Accounts

Date	Particulars	Suppliers Invoice No. and Date	Receipt	Issue Voucher No.	Issue	Balance	Unit Price
1	2	3	4	5	6	7	8

NOTE : User's indent in original shall be treated as issue voucher. Issue voucher number shall be in consecutive order, financial year wise and it should be noted on each indent.

GFR 40
 [See Rule 190 (2) (i)]
Register of Fixed Assets

Name and description of the Fixed Assets

Date	Particulars of Asset	Particulars of supplier		Cost of the Asset	Location of the Asset	Remarks
		Name & address	Bill No. & date			
1	2	3	4	5	6	7

NOTE : The items of similar nature but having significant distinctive features (e.g., study table, office table, computer table, etc.) should be accounted for separately in stock.

FORM II (RULE 133 (2)(i) [Add Serial No. column before Date and replace Issue Vr. No. by to whom issued]