Chapter-12

“STORE & PURCHASE REGULATIONS-2019”

The Regulations for Store & Purchase of Chaudhary Bansi Lal University, Bhiwani may be called “STORE & PURCHASE REGULATIONS-2019”. The regulations are framed by the following committee constituted by the Vice-Chancellor:

1. Dr. (Prof.) Vikas Kumar, In-Charge, P&S, CBLU, Bhiwani.
2. Dr. Pawan Gupta, COE, CBLU, Bhiwani.
3. Dr. Surender Kumar Kaushik, Associate Professor, Deptt. of Chemistry, CBLU, Bhiwani
4. Sh. Atul Goyal, Assistant Registrar (Colleges), CBLU, Bhiwani.
5. Sh. J.K. Duhan, Advisor (Finance), CBLU, Bhiwani
6. Sh. Devender Kumar, Superintendent, GJU, Hisar

The objectives of these regulations are qualitative procurement of goods/ equipment etc. in an economical, efficient and transparent manner. This will replace Chapter-12 of MDU Calendar Vol.-IV for all purposes.

12.1 Definition of Goods:-

“Goods includes all Items” material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipments, industrial plant, etc. purchased or otherwise acquired for the use of University but excludes books, publications, periodicals. etc. for a library.

12.2 Functions of the Store Purchase Office/Central Purchase Committee.

Store Purchase Office/Central Purchase Committee (CPC) shall be responsible for purchase of store items covered under “Goods” and will perform other duties as may be assigned by the Vice-Chancellor from time to time with respect to stores and allied items.

12.3 CENTRALLY STORED ITEMS

Store Items in the following categories shall be considered as Centrally Stored items:-

Category A: All Stationary Items including papers and cartridges, soaps, detergents disinfectants & other cleaning material, calculators, locks, General plastic wares etc.,

Category B: Items for which Rate Contracts need to be concluded are Photography, Videography, Mike & Sound System, Canning of chairs, Auction of Raddi, Washing of clothes, printing of forms, Lab Chemical & Glassware’s, Plastic ware’s Computer accessories & small equipment.

“Rate Contract is a contract for the supply of stores at specified rates during the period covered by the contract. No quantities are ordinarily mentioned in the rate contract and the contractor is bound to execute any order which may be placed upon him during the currency of the contract at the rates specified therein.”

The store items at category ‘A’ above will be stored at one place for further issue to the needy department(s)/Branches by the Purchase & Store Branch on demand.
Note:-

(i) Generally on specific demand received from the departments/branches list of such items shall be approved by the CPC. The power as to the addition /deletion in the list of centralized items would however, rest with CPC with the approval of Vice-Chancellor.

(ii) The Purchase & Store Branch shall circulate the list of all the centralized items, to all the departments/Offices.

(iii) No Department/Offices shall effect the purchase of above mentioned items, without obtaining Non-Availability Certificate (NAC) from Purchase Branch.

The store items at category ‘B’ above shall be purchased directly by the Department/Offices from the supplier appointed under Rate Contract approved by CPC without reference to Purchase Branch/CPC.

12.4 PURCHASE COMMITTEES

There will be following purchase committees:-
A) Central Purchase Committee
B) Standing Purchase Committee
C) Departmental Standing Purchase Committee (for UTDs)
D) Branch Standing Purchase Committee (for other Offices/branches)

12.5 COMPOSITION OF PURCHASE COMMITTEES:

(a). Central Purchase Committee

The Composition of Central Purchase Committee will be as under:

1. Registrar/Dean of Faculty/Professor/any other Officer Equivalent rank to be nominated by the Vice-Chancellor for a period of one year Chairperson

2. One Professor, One Associate Professor and One Assistant Professor to be nominated by the Vice-Chancellor for a period of one year (at least one Member from Science/Engineering Faculty) Members

3. S.E./XEN, University Works Department Members

4. F.O./Branch Officer(Accounts Branch) not below the rank of Asstt. Registrar Members

5. Branch Officer (P&S), not below the rank of Supdt. Member Secretary

NOTE: (i) The Vice Chancellor shall be competent authority to nominate the Chairman, Members.

(ii) Indenter may be invited to present his case before the CPC.

(b). Standing Purchase Committee

The Composition of Standing Purchase Committee will be as under:

1. Dean of Faculty/Professor to be nominated by the Vice-Chancellor for a period of one year Chairperson

2. One Professor, One Associate Professor and One Assistant Professor to be nominated by the Vice-Chancellor for a period of one year Members

3. Branch Officer(Accounts Branch), his nominee not below the rank of Supdt. Members

4. Branch Officer (P&S Branch), not below the rank of Supdt. Member Secretary
NOTE: (i) The Vice Chancellor shall be competent authority to nominate the Chairman, Members.
   (ii) Indenter may be invited to present his case before the CPC.

(c). Departmental Standing Purchase Committee (for UTDs)
1. Head of the Indenting Department
2. One Professor/Associate Professor/Assistant Professor of the Department Concerned.
3. One faculty member from other Department to be nominated by the Dean of Faculty for one year, from amongst the teachers of the Department of the concerned faculty.
4. Branch officer (Accounts Br.) or his nominee not below the rank of Supdt.
5. One Member to be Nominated by the Registrar (for purchase above Rs. 10,000/-)

(d). Branch Standing Purchase Committee (for other Offices/branches)
1. Branch officer (Indenting office)
2. Branch officer (Accounts) or his nominee not below the rank of Supdt.
3. Branch officer (Purchase) or his nominee not below the rank of Supdt.
4. One member to be Nominated by Registrar (for purchase above Rs. 10,000/-)

Note-1: CPC and SPC can Constitute Sub-Committee.
Note-2: The tenure of all above Committees will be of one year.
Note-3: The Vice-Chancellor, if not satisfied with the performance of the existing purchase committees, may reduce its tenure, change/adding of members and if satisfied, may extend the tenure year by year.
Note-4: The Member Secretary shall submit the proposal in the first week of April to the Vice-Chancellor for constitution of the new committee or retention of the existing committee.
Note-5: Minimum 50% of total members shall form the quorum (Chairperson/Convener and member secretary have to be present). The purchase falling under the purview of the Committee will be processed at the level of Indenting Deptt./ offices instead of referring it to the Purchase Branch subject to having obtained administrative approval of the competent authority.
Note-6: In case of requirements of special nature items, an expert from the field concerned will be associated by the Chairperson/HOD/Branch Officer, as a special invitee with the approval of Vice-Chancellor.
Note-7: The Principal Coordinator/Investigator of the Project concerned, Coordinator of the project will be included in the committee as a member, if the purchase is to be considered/ affected out of the funds of the project.
Note-8: Proceedings of the CPC/SPC will be approved by the Vice Chancellor and Proceedings Departmental Standing Purchase Committee/Branch Standing Purchase Committees shall be approved by the Registrar.
Note-9: Vice-Chancellor may also appoint Ad-hoc/Special committee(s) as and when considered necessary, for effecting the purchase of Items from the local market other stations on spot quotation basis for purchase upto Rs. 50,000/-.
Note-10: The CPC/SPC will meet once in every month.
12.6 JURISDICTION OF THE COMMITTEES:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of Committee</th>
<th>Jurisdiction</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Central Purchase Committee</td>
<td>Above Rs. 02Lacs</td>
</tr>
<tr>
<td>2</td>
<td>Standing Purchase Committee</td>
<td>From Rs. 50,001 to Rs. 02 Lacs</td>
</tr>
<tr>
<td>3</td>
<td>Departmental Standing Purchase Committee &amp; Branch Standing Purchase Committee</td>
<td>From Rs. 5,001 to Rs. 50,000</td>
</tr>
</tbody>
</table>

12.7 Functions of Committees:

The Purchase Committee concerned will examine and scrutinize the requirements presented to it, make suitable recommendations regarding purchase, invitation of quotations and tender floating etc. In case of any variation, the case will be referred to the competent authority. The proceedings of the committee are subject to approval by the competent authority. In case, the purchase is recommended by the Sub- Committee in favour of the vendor/bidder other than one who has quoted the lowest rates, cogent reasons for recommending the purchase on higher rates should be recorded clearly. Such recommendations will be considered by the respective Purchase Committee.

12.8. Purchase Procedure/Inspection/Mode of Procurement etc.:

(i) Submission of Proposal

The indenter should work out the requirement of non-perishable items on half yearly basis and intimate the same along with the following information to the purchase branch on the prescribed format as Annexure A of the proposal in case of Central Purchase Committee.

1. Name of the item along with complete specifications without any ambiguity.
2. Make of the item to be purchased (at least three).
3. Quantity required
4. Budget Head of the Department/Office from which expenditure is to be met out.
5. Available balance in the respective budget head after excluding the actual expenditure incurred and committed liability.
6. Justification for the purchase of the item.
7. Complete address of the firms/suppliers dealing in the said items along with GSTIN No., e-mail Id and Telephone Nos. available with department.
8. Actual /estimated cost of the items to be purchased including all taxes/freight/ excise duty etc.
10. Whether the item already in stock are being utilized fully.

However, in individual cases, the CPC/Standing Purchase Committee may make an exception to this general principle. Where there are practical difficulties in
obtaining price list along with up-to-date amendments thereto, from the manufacturer/their authorized dealer; a certificate shall be given by the supplier on the bill that the rates charged are according to the latest price list of the manufacturers. Such certificate by the supplier shall be attested by the indenting Department and the Audit will accept the same as authentic and shall not insist further for showing the price list. If such a certificate given by the supplier is found inconsistent with the price list of the manufacturer, the firm shall be liable to make the loss good and blacklisting or/and any other suitable action.

(ii) Scrutiny of Purchase Proposal:

The proposal for various items beyond Rs.50,000/- containing the above details will be submitted for administrative approval in the prescribed Performa along with other required documents including Staff Council resolution (except sponsored projects/schemes) as per the purchase procedure and guidelines by the indenter to the competent authority. After approval, case may be submitted to the Purchase Branch for placing to CPC/SPC.

(iii) Proposal to place before the respective CPC/SPC:

The approved purchase proposal will be placed before the respective Purchase Committee by the Purchase Branch. The respective Purchase Committee will examine the proposal vis-à-vis the requirement, the stock position, budget position and the justification given by the department/office and will decide the genuineness and mode of purchase. The recommendations of the Purchase Committee concerned will be sent to the department concerned by the Purchase Branch after approval by the competent authority.

The format for sending demand, inviting quotation/tender, placing supply order and comparative statement are annexed at various Annexures “A” to “G”.

(iv) The cost of tender documents shall be as under:-

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Contract Value</th>
<th>Amount (in Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>5 lac-10 lac</td>
<td>500/-</td>
</tr>
<tr>
<td>2.</td>
<td>10 lac-20 lac</td>
<td>1,000/-</td>
</tr>
<tr>
<td>3.</td>
<td>20 lac-50 lac</td>
<td>3,000/-</td>
</tr>
<tr>
<td>4.</td>
<td>50 lac- above</td>
<td>4,000/-</td>
</tr>
</tbody>
</table>
(v) Approval of rate contract:

The Purchase Branch will forward the proposal of Rate Contracts for photography, videography, mike & sound system, canning of chairs, auction of raddi, washing of clothes, printing of forms, stationary and cartridges, vehicles hiring charges etc., to the Central Purchase Committee/Standing Purchase Committee after administrative approval of competent authority. The Central Purchase Committee/Standing Purchase Committee will decide the Rate Contracts for one year. All the Rate Contract(s) shall be circulated in the university after verification by the Audit and approved by the Competent Authority. Further, the Purchase Branch/Rate Contract Committee (CPC or SPC) shall ensure that all the new Rate Contracts are be finalized in one month before the expiry date of the existing Rate Contracts.

(vi) Maintenance/ Repair of University Vehicles:

Repair of Vehicles (Cars, Buses, Jeeps, Tractor etc.) including spare parts, as far as possible, should be carried out from the manufacturer/authorized dealer without referring the case to any committee. In case, the repair is to be got done from the source other than the manufacturer/authorized dealer, the same may be got done through General Branch, by constituting the following committee:

a. Branch Officer/In-Charge - General Branch
b. F.O. or his nominee - Accounts Branch
c. SDE - Engg. Branch
d. Transport Officer/Supervisor - Transport

12.9 PURCHASE ORDER:

The purchase order shall be placed in writing strictly as per terms and conditions of the quotation/tenders chargeable from the budget head of different departments/Branches. The purchase order will be placed by the Branch/Department concerned mentioning there in name of the item, brief specifications, rate per item, quantity of the items, taxes etc. along with main terms and conditions, etc. The department/branch concerned will arrange the payment/advance payment if required. All purchase order should be F.O.R. Chaudhary Bansi Lal University, Bhiwani, preferable or as per terms and condition. A copy of the purchase order should be endorsed invariably to the concerned storekeeper also. The time limit within which supplies should be spelt out in the purchase order along with the provision of penalty. As far as possible, all the items of store be purchased through DGS&D/DS&D/GeM rate contract/rates, other government agencies of Haryana Government/Central Govt. by strictly observing the canons of financial propriety on a proper bill only.

12.10 INSPECTION OF THE MATERIAL:

The Inspection Committee will be different from the Purchase Committee. It will consist of one member from amongst the Purchase Committee and two members other than the
Purchase Committee (from the departments within the same Faculty in case of teaching departments OR other branches in case of the branch). The Inspection Committee will be constituted by the Central Purchase Committee/Standing Purchase Committee concerned on case-to-case basis at the time of considering the purchase cases. On receipt of the delivery of consignment, the department concerned will notify it to the Inspection Committee for inspection of the material at a given date and time. The inspection must be carried out within seven days of the receipt of the consignment. The consignment be opened in the presence of the Inspection Committee and the representative of the supplier, if he wants to be present. In case, at the time of opening of the consignment any deficiency in quality/quantity or any damage to the goods is noticed, it shall be immediately notified to the supplier for necessary action. If there is a deficiency in quantity of the item, the firm may be informed that the partial delivery is being accepted subject to completion of the order and final payment will be released only after executing 100% delivery/installation etc.

The Inspection Committee shall record the following Certificates on the Invoice:

**Certificate to be recorded if installation is not required**

“Certified that the material has been inspected and found in good conditions as per specifications in purchase order”.

Or

**Certificate to be recorded if installation is required**

“Certified that the material has been inspected and installed successfully. The specifications and the quality/quantity of the material are as per order”.

### 12.11 MODE OF PROCUREMENT:

(i) Upto Rs.5,000/- without quotation

(ii) Rs.5,001/-to Rs.5,00,000/- on quotation basis (no EMD will be required for purchases against quotations)

(iii) Quotations will be invited through registered/speed post by the Chairperson of the Department/Branch Officer concerned. Emergency Spot Quotations (with justified reasons) upto Rs. 50,000 may be invited by duly constituted committee approved by competent authority. Vice-Chancellor may also appoint ad-hoc/special committee(s) as and when considered most necessary/in case of emergency, for affecting the purchase of Items with recorded justified reasons from the local market, other stations **on spot quotation basis beyond Rs. 50,000/- limit.**

(iv) Above Rs.5,00,000/- through e-tender

Tenders shall be invited through newspapers by giving wide publicity in at least two newspapers (English and Hindi). A copy of the tender notice &/or tender document shall also be loaded on the University Website.
(v) The proprietary items be directly purchased against single quotation/tender and is available from the manufacturer and not from any other source. A “Proprietary Certificate” and a certificate that “they market the item directly” shall be obtained from the manufacturer. If the item to be purchased is available from the sole distributor across the country, a certificate to that extent shall be obtained from the manufacturer.

The proprietary items be directly imported sparingly only when indigenous products/items of suitable quality are not available after necessary approval of Vice-Chancellor. In case the manufacturer insist upon routing supplies through their authorized Stockiest/Dealers etc; the same be accepted provided the rates, terms & conditions are not inferior to those being offered to other Govt./Semi Govt. Departments/Institutions etc.

However, in special cases Vice-Chancellor may allow purchase of items/repairs/AMC on single quotation/quality basis.

(vi) If any purchase is intended to be affected by DGS&D/GEM rate contract/rates or from a Govt. Department/Public Sector Undertaking, there shall be no need to float tender/quotation.

(vii) Samples, wherever required, may be obtained from the firm concerned so as to ensure genuineness of the material before effecting the purchase/accepting supply.

12.12 REQUIREMENT OF THREE QUOTATIONS/ TENDERS.

a. Purchase on the basis of three quotations/tenders.

As a matter of general rule, there should be minimum three quotations/tenders. Every effort may be made to purchase the item (s) on the basis of lowest quotation. If it is not possible to make the purchase on the basis of lowest quotation, and the purchase is proposed to be made on a single quotation or lower of the two or on higher rates, approval of the Vice-Chancellor shall be obtained by recording reasons in writing.

b. Purchase on the basis of less than three quotations/tenders.

The purchase may be effected on the basis of a single quotation/tender with the approval of the Vice-Chancellor under the following circumstances:

i. If there are less than three quotations against the tender floated in the newspapers or NIQ floated amongst the prospective suppliers.

ii. If the item to be purchased is a proprietary item, and is available from the manufacturer only and not from any other source. A “proprietary certificate” and a certificate that “they market the item directly” shall be obtained from the manufacturer.

iii. If the item to be purchased is available from the sole distributor across the country, a certificate to that extent shall be obtained from the manufacturer.

The purchasing Dept./Office/Sub Committee/ CPC/SPC shall satisfy itself in this connection, and shall record a certificate to that extent.
12.13 EARNEST MONEY DEPOSIT:

For the purchase above Rs. 5,00,000/- the bid security/earnest money in the form of bank draft payable at Bhiwani and drawn in favour of Finance Officer, Chaudhary Bansi Lal University, Bhiwani shall be furnished by the tenderer/bidder. In case of unsuccessful bidders, the bid security/EMD draft may be returned immediately on finalization of the order. However, in case of the successful bidder, it shall be retained by the University. It will be refundable only after successful execution of the contract. No earnest money will be charged for the purchases up to Rs. 5,00,000/- on quotation basis.

However, in the interest of the University, the tenderers may be given an opportunity to deposit the Earnest Money even after the opening of tenders/quotations by the competent Authority in the following cases, namely:

(i) The offer is technically valid and otherwise acceptable but for this or other minor deficiencies such tender fee or signing of schedule.
(ii) The bidder has referred to old deposit with relevant detail which is, however, not available as having been released in the meanwhile or is not free and the offer is otherwise technically valid and acceptable.
(iii) The difference in rates between the two technically valid offers is considered to be substantial.

12.14 DELIVERY:

The delivery of the goods will be taken by the storekeeper concerned. In case of packed cartoons, such packing should be opened in the presence of the representative of the supplier, if it is so required by the supplier. The deficiency in quality or the quantity of the damaged/broken items should be immediately recorded and notified to the supplier with a request to remove such stock from the University premises within 7 days failing which University will not be held responsible for its safe custody. The packing of the hazardous/inflammable Items should invariably be opened in the presence of the experts of the suppliers and indenting departments(s) concerned.

12.15 STOCK ENTRY:

Item purchased in the general pool by the Purchase Branch will first be entered in the stock register of the Purchase Branch and the indenting department may get it issued by transfer entry in their stock registers invariably. Incase wherein the supply is directly received by the indenting department(s) or received in gratis, the stock entry will be made in the department’s stock-register. The consumable items shall be entered in the Consumable Stock Register while Items of permanent nature shall be entered in permanent Stock Registrar. The details such as name of the Items, quantity, specifications, serial no. of the equipment, cost, bill no., date of purchase etc. shall be entered in the Stock Register.
12.16 REFERENCE TO AUDIT/ACCOUNTS:

All cases for purchases may be got pre-vetted from Audit Branch before finalization of the purchase orders as per instruction of Haryana Govt. issued from time to time by the concerned Department/Offices without reference to Accounts Branch. The Vice-Chancellor may relax the condition in exceptional cases.

12.17 MODE OF PAYMENT:

As far as possible, advance payment may be discouraged. It should be given only in very exceptional cases. The payment should be released within 30 days of the inspection & successful installation. The payment will be made by the department/ Branch concerned as referred to under para (purchase order). In case of preparation of comparative statement of financial bids of quotation/tender, the rate of conversion of foreign currency into Indian rupee (exchange rate) should be the date of opening the quotation/tender. In case of payment in foreign currency, the rate of conversion of foreign currency into Indian rupee, will be applicable on the day of payment made by the bank to the firm.

12.18 PANEL OF SUPPLIERS:

Panels of reputed suppliers/firms having sound financial position for the purchase of Lab. Equipments, Chemical, Glasswares, Plastic ware, etc. shall be prepared by Purchase Branch and then got approved from the Vice Chancellor and thereafter registered. The panel will be valid for one year.

12.19. REPEAT PURCHASE ORDERS:

The following policy shall govern the placing of repeat purchase orders:

a) Repeat purchase order would mean the order on the same rates terms & conditions on which items/equipment were purchased initially by any Department/Branch. The indenter will ensure that repeat order, if taken together, does not exceed the original purchase value. The Vice-Chancellor, after ensuring the reasonableness of the rates, shall be competent to relax the provisions of this clause.

b) Repeat purchase order, if required, shall be placed within a period of three months from the date of the first purchase order and after successful delivery and inspection of the item.

c) Reasonableness of rates shall be ensured by the purchasing Department/Office, and a certificate: “The price(s) of the goods has/have not decreased after the initial order”, shall have to be obtained from the supplier.

Provided that no repeat order shall be placed in the following cases:-

i) where the original purchase was made on the basis of short term quotation or on the basis of spot purchase/spot quotation.

ii) where the original order was placed after ignoring lowest offer on account of long delivery period or for want of test samples.

iii) where the original quantity of indent was subsequently reduced without recording any reason & the purchased quantity was reduced so as to bring the purchase with in the purview of the standing purchase committee.
12.20 ADMINISTRATIVE AND FINANCIAL POWER FOR APPROVAL:

The administrative and financial approval upto Rs. 10,000/- for purchase of items may be accorded by the XEN/SMO and equivalent/Asstt. Registrar, Law Officer and equivalent. The administrative and financial approval upto Rs. 15,000/- for purchase of items for labs/library, repair of equipment/teaching aids etc. may be accorded by the Dean/Director/COE/Proctor/Chief Warden/DSW/Chairperson of the Department Concerned/Librarian/Director, Sports/Principal Coordinator/Investigator of project, SE/Dy. Registrar and equivalent.

The Registrar may accord the administrative and financial powers of the functionary concerned up to Rs.1,00,000/-. Administrative and Financial approval above Rs.1,00,000/- shall vest in the Vice Chancellor.

However, the cumulative power will be as under:

<table>
<thead>
<tr>
<th>Name of Authority</th>
<th>Financial Power (Rs.)</th>
<th>Cumulative Power in Year including purchase without quotation</th>
</tr>
</thead>
<tbody>
<tr>
<td>XEN and equivalent/Asstt. Registrar, Law Officer/SMO and equivalent</td>
<td>10,000/-</td>
<td>1,00,000/-</td>
</tr>
<tr>
<td>Dean /COE/Proctor/Chief Warden/Chairperson of the Department Concerned/Librarian/Principal /Investigator, SE/Dy. Registrar and equivalent</td>
<td>15,000/-</td>
<td>1,50,000/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(Cumulative power of the Chief warden in the year will be Rs. 1,50,000 for each hostel)</td>
</tr>
<tr>
<td>Registrar</td>
<td>1,00,000/-</td>
<td>NA</td>
</tr>
<tr>
<td>Vice-Chancellor</td>
<td>Above 1,00,000/-</td>
<td>NA</td>
</tr>
</tbody>
</table>

Note: All the Departments/Offices shall maintain a Limit Register. All purchases made during the year shall be entered in this register.

12.21 EVALUATION OF BIDS:

i) The Committee/Sub-Committee that evaluated the technical bids will open the financial bids in respect of those suppliers who are found technically suitable. The same committee will also prepare comparative statement of financial bids soon after evaluation of technical bids and its recommendations will be placed before the competent authority. The purchase/supply order will be placed by the Indenter concerned.

ii) In the case of purchases related to projects, the Principal Coordinator/Investigator concerned will be the Indenter.
12.22 NEGOTIATION:

No negotiation will normally be held with any supplier including lowest rate quote. However, in exceptional cases negotiation can only be made by the competent authority. Necessary technical and commercial discussion may be held with the supplier/dealer as per the need noted by the Committee/Sub-Committee referred to under Clause “Evaluation of Bids” so that there remain no elements of ambiguity.

12.23 PENALTY FOR NON-EXECUTION OF ORDERS:

The Supplier/Contractor shall supply the material/execute the work within the time limit specified in the supply/contract order. The Branch Officer (Purchase & Store)/HOD with the approval of Vice-Chancellor may extend supply/work execution period, only in exceptional circumstances on written request of the Supplier/Contractor giving reasons/explaining circumstances due to which supply/work execution period could not be adhered to. In case, the material/work is not supplied/executed within the supply/work execution period, Supplier/Contractor shall be liable to pay the University the compensation amount equal to one percent (1%) of the cost of material/contract per day. The entire amount of penalty shall not exceed 10% of the total amount of purchase order. The supply of material/execution of the work will be deemed to be complete, when 100% material is handed over to the indenter (in case of supply in instalments) and its installation is done and work also executed fully. After the lapse of 15 days, behind the stipulated/extended period, it will be the discretion of the University to cancel the supply/work execution order at the risk and cost of the supplier and contractor. The University may forfeit the earnest money deposited and shall be at liberty to take action such as recovery of compensation to the extent of 10% of the amount of supply/contract order, blacklisting etc. The Vice-Chancellor shall be competent to waive off the penalty amount by recording the reasons.

12.24. PERFORMANCE SECURITIES:

The successful bidders will be required to submit a performance warranty in the form of bank guarantee as DD/FDR in favour of Finance Officer Chaudhary Bansi Lal University, Bhiwani equal to 5% of the purchase order for the warranty period of the equipments/goods costing above Rs.5,00,000/- from the date of successful installation. After receiving the 5% PBG, the EMD, if any, will be released/returned to the firm by the indenting department/office of the university. The Performance warranty shall remain valid for a period of sixty days beyond the date of completion of contractual obligations of the supplier including security obligations. The Dept./Office holding Performance warranty (in most of the cases (P&S) ) shall invite comments from the user Dept./Office within the grace period of sixty days (referred to above) for releasing the warranty. If no comments are received, Security Holder shall release the warranty immediately, assuming that the user Dept./Office does not have any objection to its release. If any breach of contract or defect in the equipment/goods is brought to the notice of the Security Holder after the release of warranty, the user Dept./Office shall be responsible for the loss which shall be made good from the pocket of the employee responsible for the loss. In case, the warranty is required to be withheld, the supplier and the Bank in case of Bank Guarantee shall be informed well in time to avoid any legal implications/complications.
12.25 GENERAL NOTES

i) The requirement of non-perishable items be worked out every half yearly and a single proposal be submitted to the purchase branch on a half yearly basis for referring to SPC/CPC.

ii) The specifications of the items should be general and be finalized by the Chairperson/Branch officer concerned in consultation with the other members. Quotation/Tender document including technical specifications and technical evaluation will be done by Committee/Sub-Committee constituted by CPC/SPC.

iii) The power to relax/interpret/amend clause of Purchase Guidelines lies with the Vice-Chancellor

iv) Time period of inviting quotations from the dealers will be 15 days from the date of issuance of Notice Inviting Quotations.

v) Quotations must be received in sealed cover within stipulated time.

12.26 DELIVERY PERIOD EXTENSION:

The supply order(s) shall be executed within the time specified in purchase order. However, in case of fierce major reasons beyond control of the supplier, he may make a written request within the stipulated period with full justification to the Vice Chancellor for grant of extension in delivery period.

12.27 PHYSICAL VERIFICATION OF CENTRAL STORES AND DEPARTMENT/OFFICE’S STORES

The Central Stores/Department/Offices’ Store shall be inspected annually by a Committee of two Officers not below the rank of Dy. Superintendent constituted by the Store & Purchase Office with the approval of Registrar while the Departmental/Office Stores shall be inspected annually by a Committee of two Officers/Officials of the Department/Office to be constituted by the HOD/Controlling Officer. The inspection reports indicating shortages/losses, surpluses, thefts, etc. shall be submitted to the Registrar for information and necessary action, if any.

12.28 TAXATION:

Taxes/Excise duty/Custom duty etc. should be quoted independent of the ex-works price of the item and it will be paid as applicable under Government rules, if so quoted by the Supplier in the quotation, subject to the certificate in the bill of costs as follows:

“Certified that the taxes/duties charged in this bill is leviable under Government Rules”.

However, wherever exemption from duty (excise/custom duty) is applicable, the university will provide the exemption certificate; along with supply/purchase order itself. In case of imported goods, the custom clearance is to be arranged by the supplier at his own level. Charges, if any, in this regard, however, need to be mentioned accordingly in the quotation itself. University will provide necessary documents for this purpose. In case the quotation is silent with regard to taxation and clearance charges etc, no such charges will be paid by the university.
12.29 SUBMISSION OF INFORMATION REGARDING CUSTOM/ EXCISE DUTY EXEMPTION BY THE DEPT./OFFICES

Custom/Excise Duty Exemption reports are required to be submitted to the Dept. of Science and Technology, Govt. of India every six months failing which this facility is liable to be withdrawn. As such, the Dept./Office concerned shall submit the half-yearly Custom/Excise Duty Exemption reports to the Branch Officer (P & S) strictly as per Annexure-F and Annexure-G failing which the Dept./Office shall be responsible for any delay for further transmission of the reports to quarter concerned. The Branch Officer (P &S) shall pass on the reports to the Dept. of Science and Technology, Govt. of India.

12.30 PRIOR SCRUTINY OF THE PURCHASE CASES BY THE AUDIT

The following purchase cases shall be submitted to the Audit for prior scrutiny:

i. All rate contracts approved by the Central Purchase Committee/SPC shall require prior Audit verification/scrutiny. Rate contract circulars shall be issued afterwards.

ii. All cases for purchases may be got pre-vetted from Audit Branch before finalization of the purchase orders as per instruction of Haryana Govt. issued from time to time by the concerned Department/Offices. The Vice-Chancellor may relax the condition in exceptional cases.

iii. Attested copy of Rates Verified/Seen by the Audit shall be circulated by the In-Charges (P & S). This attested copy shall be accepted by the Audit for payment of bills/adjustment of advances etc.

12.31 DRAWAL OF TEMPORARY ADVANCES FOR PURCHASE OF STORE ITEMS

i. The Finance Officer shall be competent to sanction temporary advances.

ii. The advance shall be drawn after obtaining administrative approval and financial sanction of the competent authority for the purchase of the item (s). It shall be utilized within a month from the date of its drawal. In case the advance is not utilized within the stipulated period, it shall be deposited in the University account unless the sanction of the competent authority has been obtained to retain it beyond this period.

iii. That advance will be utilized only for the purpose for which it is drawn.

iv. The unspent amount of advance shall be deposited in the University account immediately after the transaction has been completed, but in no case later than seven days from the date of the last payment made.

v. The accounts of the advance drawn shall be submitted for adjustment soon after the date of the last payment and will be got adjusted within 15 days from the date of last payment. The Officer/Official who has drawn the advance shall be personally responsible for its timely adjustment. An advance drawn for the purpose of opening of Letter of Credit in the Bank for making advance payment for import of material shall be got adjusted within one month from the date of receipt of such material in the University.
vi. Ordinarily, not more than three temporary advances will be sanctioned until the advances already drawn have been got adjusted. The Finance Officer may, however, sanction two additional temporary advance(s) considering the special circumstances of the given case. The limit of advances in the case of Purchase Branch/Store Purchase Office shall not exceed ten. The approval of V.C. may be obtained if the no. of advances exceeds the prescribed limits. However the Vice-Chancellor shall be competent to modify this Rule.

12.32 PURCHASE FROM GOVT. ORGANIZATIONS/ PUBLIC SECTOR UNDERTAKINGS/AUTONOMOUS BODIES.

The Depts./Offices shall be competent to purchase equipments and other Items from various Govt./Semi-Govt./Public Sector Undertakings/ Autonomous Bodies such as Cooperatives Stores, Khandi Bhandar, HAFED, etc. without reference to the Store Purchase Office/CPC at their rates subject to the condition that such Organizations/Undertakings would give a certificate to the effect that “lower rates and better terms & conditions have not been offered to any other Govt./Semi-Govt./Public Sector Undertakings/ Autonomous Bodies. There shall be no need to invite quotations for purchases from Govt./Public Sector Undertakings/ Autonomous Bodies manufacturers/ suppliers. If the items are not available with these manufacturers/suppliers, then the purchase shall be made by following normal purchase procedure.

12.33 STATUTORY DEDUCTION OF TAX AT SOURCE

Statutory deduction on account of Tax shall be made at source as per taxation Act/Rules.

12.34 DISPOSAL OF OLD OBSOLETE I.T. PRODUCTS (Computers and its Peripherals)/ ELECTRONICS ITEMS ETC.

The old obsolete IT Products (Computers and its Peripherals)/ Electronics items etc. may be disposed off according to the Policy and procedure for procurement, replacement and disposal of old and obsolete Telecommunication and computing/IT products, Electronics items etc. as issued by Principal Secretary to Govt. Haryana, Electronics & Information Technology Department vide letter No. 3/20/2000/3SIT/2769 dated 06/10/2015 (Annexure-H).

Note:- With reference to Principal Secretary to Govt. Haryana, Electronics & Information Technology Department letter No. 3/20/2000/3SIT/2769 dated 06/10/2015, if the user wants to replace the particular item on the grounds of zero depreciated value the same item must be returned to the Central Store and should be draft in accordance with Clause (E) of the above said letter. In no case, the employee will be allow to retain this item on the grounds of depreciated value. In case, the employee leaves the organization and does not return issued item to his or him, the value to be charged from the employee should be decided by the competent authority.
ANNEXURE- “A”

Submission of Proposal for Purchase

The………………..(department/office) requires following equipments/items which may kindly be arranged.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Complete specification of the item Proposed to be purchased</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Make of the item to be purchased</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Quantity required</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Budget Head of the Dept./office from where expenditure is to be met out</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Available balance in the respective budget head after excluding the actual expenditure incurred &amp; Committed liability</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Actual/estimated cost of the item to be purchased</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Stock position</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Certified that the items already in stock are being utilized fully</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Justification for the purchase of the item</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Complete address of the firms/suppliers dealing in the said items along with FAX and telephone Nos, available with dept.</td>
<td></td>
</tr>
</tbody>
</table>

Branch Officer                                      Signatures of the Chairpersons/
Purchase Branch                                     Branch Officer with Seal
ANNEXURE “B”

CHAUDHARY BANSI LAL UNIVERSITY, BHIWANI  
(Established under Haryana Act No. 25 of 2014)

To

M/s ----------------------
---------------------------
---------------------------

Subject: Notice for Inviting quotation for supply of -------------------------

Dear Sir (s)

You are invited to submit your most competitive rates for the following item(s):

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Brief description of the items</th>
<th>Specifications</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

The terms and conditions are as under:

1. **QUOTATION SIGNING:**
   The quotations must be signed by authorized signatory of the bidding firm/company on each page, along with seal of the firm/company, as the case may be.

2. **CONDITIONAL QUOTATION:**
   Conditional quotations are not acceptable. Hence the supplier is advised neither to alter the specifications nor to mention anything on the quotation form, except cost, signature with seal, otherwise quotation will not be considered.

3. **DELIVERY DESTINATION:**
   The quotations should be quoted as FOR CBLU, Bhiwani. The transit insurance and freight charges etc. if any, needs to be mentioned separately of the basic/ex-works price of the quoted item.

4. **DELIVERY ACCEPTANCE:**
   The delivery of the material will be handed over to the authorized official of the concerned indenting department/office. However, the goods will be deemed accepted subject to the approval by the inspection committee of CBLU, Bhiwani. In case of rejection of the consignment, the supplier should immediately remove the consignment from the university premises, failing which it will be, at own risk and responsibility of the supplier and the University will not be responsible for any kind of liability in this regard.

5. **DELIVERY PERIOD:**
   The supply is to be made within ____ days of the date of dispatch of the supply order.

6. **DELIVERY PERIOD EXTENSION:**
   The supply order(s) shall be executed within the time specified in this regard. However, in case of fierce major reasons beyond control of the supplier, he may make a written request to the Vice Chancellor for grant of extension for delivery period. The written request in this regard should clearly spell out such reason.
7. **PENALTY FOR NON-EXECUTION OF ORDER:**
The Supplier/Contractor shall supply the material/execute the work within the time limit specified in the supply/contract order. The Branch Officer (Purchase & Store)/HOD with the approval of Vice-Chancellor may extend supply/work execution period, only in exceptional circumstances on written request of the Supplier/Contractor giving reasons/explaining circumstances due to which supply/work execution period could not be adhered to. In case, the material/work is not supplied/executed within the supply/work execution period, Supplier/Contractor shall be liable to pay the University the compensation amount equal to one percent of the cost of material/contract per day. The entire amount of penalty shall not exceed 10% of the total amount of purchase order. The supply of material/execution of the work will be deemed to be complete, when 100% material is handed over to the indenter (in case of supply in instalments) and its installation is done and work also executed fully. After lapse of 15 days, behind the stipulated/extended period, it will be the discretion of the University to cancel the supply/work execution order at the risk and cost of the supplier and contractor. The University may forfeit the earnest money deposited and shall be at liberty to take action such as recovery of compensation to the extent of 10% of the amount of supply/contract order, blacklisting etc.

8. **REJECTION OF INCOMPLETE QUOTATIONS:**
Incomplete quotations such as unsigned, late submitted, conditional, not confirming to the eligibility criteria and technical specification or with any vague term such as ‘Extra as applicable’, will be considered as rejected.

9. **QUANTITY VARIATION:**
The quantity shall be subject to increase or decrease as the case may be.

10. **MANUAL/LITERATURE:**
The detailed literature/catalogue of the quoted instrument and its accessories should also be attached with the quotation. The specifications claimed by the firm should be clearly mentioned in the literature/catalogue also. Its manual should also be supplied with the equipment.

11. **TAXATION:**
Taxes/Excise duty/Custom duty etc. should be quoted independent of the ex-works price of the item and it will be paid as applicable under Government rules, if so quoted by the Supplier, subject to the certificate in the bill of costs as follows.

“Certified that the taxes/duties charged in this bill is leviable under Government Rules”.

However, wherever exemption from duty (excise/custom duty) is applicable, the university will provide the exemption certificate; along with supply/purchase order itself. In case of imported goods, the custom clearance is to be arranged by the supplier at his own level. Charges, if any, in this regard, however, need to be mentioned accordingly in the quotation itself. University will provide necessary documents for this purpose. In case the quotation is silent with regard to taxation and clearance charges etc, no such charges will be paid by the university.

12. **RIGHT TO BID REJECTION:**
The University reserves the right to reject any or all offers without assigning any reason.
13. **PACKAGING OF CONSIGNMENT:**
The material should be packed in a strong case so as to avoid any damage, theft or pilferage in the transit, the responsibility shall rest with the supplier.

14. **WARRANTY:**
The warranty would start from the date of successful installation of the equipment.

15. **PERFORMANCE WARRANTY:**
The successful bidders will be required to submit a performance warranty in the form of bank guarantee as DD/FD in favour of Finance Officer Chaudhary Bansi Lal University, Bhiwani equal to 5% of the purchase order for the warranty period of equipments/goods above Rs.5,00,000/-. After receiving the 5% PBG, the EMD, if any, will be released/returned to the firm by the indenting department/office of the University.

16. **PAYMENT:**
The payment will be made on successful installation, its inspection and further after the on-site training imparted, if it is the requirement of the quotation.

17. **CURRENCY:**
The rates be quoted in Indian Rupee (INR). However, in case of imported item, it may be quoted in foreign currency, where in the date of opening of quotation will be taken as the conversion date for bid evaluation and comparison purpose. For the purpose of payment, exchange rates will be calculated as applicable on the date of billing.

18. **SCHEDULE:**
The quotation floating date is ___________. The sealed quotation should reach in the office of __________ on or before ________ upto _________. The quotation will be opened on _________(if not otherwise communicated) in the office of the __________. Quotation received after _________ will not be considered.

19. **ARBITRATION:**
In case of any dispute both the parties will be bound by the decision of the Vice Chancellor, CBLU, Bhiwani.

20. **Quotations should invariably be accompanied by the following certificate:**
“The terms & conditions of quotation have been read and I/We certify that I/We clearly understand the same and undertake for its compliance”.

21. **Jurisdiction:**
All disputes shall be subject to Bhiwani jurisdiction.

Chairperson/Intender

Place: _______ Signature of authorized representative of the bidding firm/company with seal.
Dated: _______ (Affix Rubber Stamp of the firm)
CHAUDHARY BANSI LAL UNIVERSITY, BHIWANI
(Established under Haryana Act No. 25 of 2014)

To

M/s ----------------------

Subject: Notice for Inviting Tender for supply of equipments.

Dear Sir (s)

You are invited to submit your most competitive rates for the following item (s):

A. SCHEDULE OF EVENTS:

1. TENDER NO.* : ________________
2. TENDER FLOATING DATE : ________________
3. TENDER SUBMISSION CLOSING DATE & TIME: ________________
4. TENDER OPENING DATE & TIME : ________________
5. VENUE FOR TENDER SUBMISSION & OPENING: ________________

6. PRE-BID CONFERENCE (IF ANY) : ________________
   DATE, TIME AND VENUE ________________
7. TENDER DOCUMENT COST : Rs. ________________
   *Tender number must be mentioned in all correspondence.

B. BRIEF DISCRIPTION OF TENDER DOCUMENT:

   This tender document consists of four parts namely:
   i) Description of the item;
   ii) Technical data sheet (technical specifications of the equipment);
   iii) Commercial Data Sheet
   iv) General standard Terms and conditions; and
   ii) Special Terms and conditions (If any).

   i) DESCRIPTION OF THE ITEM (S):
   It mentions the name of the equipment required and its quantity. The quantity is subject to increase or decrease, at the discretion of the indenter.

   ii) TECHNICAL DATA SHEET (TECHNICAL SPECIFICATION OF THE ITEM):
It contains the technical details/specification of the equipment. It should be submitted in a separate sealed envelope marked as “Technical Bid”. Bids having deviation in technical specification will be declared as “technically non-responsive” and it will not be considered for commercial evaluation.

iii) **COMMERCIAL DATA SHEET:**
This format deals with the commercial aspect of the tender. The bidder should quote the basic/ex-works rate of goods and other overhead charges only in format.

iv) **GENERAL/STANDARD TERMS AND CONDITIONS:**
This portion contains the general/standard terms and conditions of the tender and its compliance is essential, failing which the contract may be cancelled and bidder may be liable for penal action.

v) **SPECIAL TERMS AND CONDITIONS:**
It contains special terms and condition which may be in addition to/in super-session of the referred “General/Standard Terms and conditions” and its compliance is also compulsory in the same manner, as in the case of the General/Standard Terms and conditions.

C. **EQUIPMENT DETAILS:**

i) Description of the equipment name:-

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of Equipment(s)</th>
<th>Qty. Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

ii) Technical data sheet (Technical specifications of the equipment):

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description of the Equipment(s)</th>
<th>Technical Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ANNEXURE-I</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>ANNEXURE-II</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>ANNEXURE-III</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>ANNEXURE-IV</td>
<td></td>
</tr>
</tbody>
</table>

D. **GENERAL/STANDARD TERMS AND CONDITIONS OF THE TENDER:**

1. **TWO BID SYSTEM:**
The tender is to be submitted on two envelope bid pattern i.e. “Technical bid and “Price/commercial bid” in sealed envelopes separately. Both of these envelopes should be put in and sealed in another envelope addressed to the undersigned and super-scribed in bold “TENDER FOR SUPPLY OF _____________ EQUIPMENT”. The “Technical bid” should mention only the technical details of the items/equipment. Price per unit be mentioned only in the “Price/commercial bid format”.

2. **BID SIGNING:**
The Tender must be signed by authorized signatory of the bidding firm/company on each page, along with seal of the firm/company, as the case may be.
3. **CONDITIONAL BID:**
Conditional Bid is not acceptable. Hence, the supplier is advised neither to alter the specification nor to mention anything on the Tender form, except cost, signature with seal, otherwise his Tender will not be considered.

4. **DELIVERY DESTINATION:**
The quotations should be quoted as FOR CBLU, Bhiwani. The transit insurance and freight charges etc, if any, needs to be mentioned separately of the basic/ex-works price of the quoted item.

5. **DELIVERY ACCEPTANCE:**
The delivery of the material will be handed over to the authorized official of the concerned indenting department/office. However, the goods will be deemed accepted subject to the approval by the inspection committee of CBLU, Bhiwani. In case of rejection of the consignment, the supplier should immediately remove the consignment from the university premises, failing which it will remain at own risk and responsibility of the supplier. The University will not be responsible for any kind of liability in this regard.

6. **DELIVERY PERIOD:**
The supply is to be made within ____ days of the date of dispatch of the supply order.

7. **DELIVERY PERIOD EXTENSION:**
The supply order(s) shall be executed within the specified time. However, in case of fierce major reasons beyond control of the supplier, he may make a written request to the Vice Chancellor for grant of extension for delivery period. The written request in this regard should clearly spell out such reason(s).

8. **PENALTY FOR NON-EXECUTION OF ORDER:**
The Supplier/Contractor shall supply the material/execute the work within the time limit specified in the supply/contract order. The Branch Officer (Purchase & Store)/HOD with the approval of Vice-Chancellor may extended supply/work execution period, only in exceptional circumstances on written request of the Supplier/Contractor giving reasons/explaining circumstances due to which supply/work execution period could not be adhered to. In case, the material/work is not supplied/executed within the supply/work execution period, Supplier/Contractor shall be liable to pay the University the compensation amount equal to one percent of the cost of material/contract per day. The entire amount of penalty shall not exceed 10% of the total amount of purchase order. The supply of material/execution of the work will be deemed to be complete, when 100% material is handed over to the indenter (in case of supply in instalments) and its installation is satisfactory /work fully executed. After the lapse of 15 days, behind the stipulated/extended period, it will be the discretion of the University to cancel the supply/work execution order at the risk and cost of the supplier/ contractor. The University may forfeit the earnest money deposited and shall be at liberty to take action such as recovery of compensation to the extent of 10% of the amount of supply/contract order, blacklisting etc.
9. **REJECTION OF INCOMPLETE QUOTATIONS:**
Incomplete quotations such as unsigned, late submitted, conditional, not confirming to the eligibility criteria and Technical specification or with any vague term such as ‘Extra as applicable’, will be considered as rejected.

10. **QUANTITY VARIATION:**
The quantity shall be subject to increase or decrease as the case may be.

11. **MANUAL/LITERATURE:**
The detailed literature/catalogue of the quoted instrument and its accessories should also be attached with the quotation. The specifications claimed by the firm should be clearly mentioned in the literature/catalogue. Its manual should also be supplied with the equipment.

12. **Taxation:**
Taxes/Excise duty/Custom duty etc. should be quoted independent of the ex-works price of the item and it will be paid as applicable under Government rules, if so quoted by the Supplier in the quotation, subject to the following certificate in the bill of costs.

“Certified that the taxes/duties charged in this bill is leviable under Government Rules”.

However, wherever exemption from duty (excise/custom duty) is applicable, the university will provide the exemption certificate; along with supply/purchase order itself. In case of imported goods, the custom clearance is to be arranged by the supplier at his own level. Charges, if any, in this regard, however, need to be mentioned accordingly in the quotation itself. University will provide necessary documents for this purpose. In case the quotation is silent with regard to taxation and clearance charges etc, no such charges will be paid by the university.

13. **RIGHT TO BID REJECTION:**
The University reserves the right to reject any or all offers without assigning any reason.

14. **PACKAGING OF CONSIGNMENT:**
The material should be packed in a strong case so as to avoid any damage, theft or pilferage in the transit, the responsibility shall rest with the supplier.

15. **WARRANTY:**
The warranty would start from the date of successful installation of the equipment.

16. **PERFORMANCE WARRENTY:**
The successful bidders will be required to submit a performance warranty in the form of bank guarantee as DD/FD in favour of Finance Officer Chaudhary Bansi Lal University, Bhiwani equal to 5% of the purchase order for the warranty period for equipments/goods above Rs.5,00,000/-. After receiving the 5% PBG, the EMD, if any, will be released/returned to the firm by the indenting department/office of the university.

17. **PAYMENT:**
The payment will be made on successful installation, its inspection and further after the on-site training imparted, if it is the requirement of the quotation.
18. **CURRENCY:**
The rates be quoted in Indian Rupee (INR). However, in case of imported item, it may be quoted in foreign currency, where in the date of opening of quotation will be taken as the conversion date for bid evaluation and comparison purpose. For the purpose of payment, exchange rates will be calculated as applicable on the date of billing.

19. **SCHEDULE:**
The quotation floating date is __________. The sealed quotation should reach in the office of __________ on or before __________ upto_________. The quotation will be opened on __________(if not otherwise communicated) in the office of the _________________. Quotation received after __________ will not be considered.

20. **ARBITRATION:**
In case of any dispute both the parties will be bound by the decision of the Vice Chancellor, CBLU, Bhiwani.

21. **Quotations should invariably be accompanied by the following certificate:**
“The terms & conditions of quotation have been read and I/We certify that I/We clearly understand the same and undertake for its compliance”.

22. **Jurisdiction:**
All disputes shall be subject to Bhiwani jurisdiction.

Chairperson/Intender

Place: __________
Dated: __________

Signature of authorized representative of the bidding firm/company with seal.

(Affix Rubber Stamp of the firm)
No. CBLU/_________  
Dated: ____________

To

M/s ----------------------
---------------------------
---------------------------

Subject: Supply of Order.

Dear Sir,

Please refer to your quotation/tender/rate contract No.___________ dated__________ and further negotiation with the committee on________ . You are requested to supply the following items on or before_____________.

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Description/Specification</th>
<th>Quantity</th>
<th>Rate</th>
<th>F.O.R.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<tr>
<td>2.</td>
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</tbody>
</table>

**ERMS & CONDITIONS**

1. The material may be supplied to the ___________________ CBLU, Bhiwani by ________.
   All correspondence regarding the order should be addressed to the consignee.
2. The payment will be made when the material/goods have been received in good condition and have been inspected & accepted by the inspection committee.
3. The goods, which are not according to the specifications and are, thus, not accepted, shall be lifted by the supplier at his cost.
4. In case supplier backs out of his contract, his earnest money shall be forfeited, and such other action will be taken as deemed fit by the University.
5. The bill in duplicate may be sent to the ___________________ CBLU, Bhiwani for payment.
6. Other terms and conditions are as specified in the notice inviting Tenders/Quotations.

Endst No. : ________________  Dated: ____________

Copy of the above is forwarded to the following for information:-

1. The Store Keeper
2. ____________
ANNEXURE-E
CHAUDHARY BANSI LAL UNIVERSITY, BHIWANI
(Established under Haryana Act No. 25 of 2014)

COMPARATIVE STATEMENT FOR _______________

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description of Goods</th>
<th>Rate by M/s1</th>
<th>Rate by M/s2</th>
<th>Rate by M/s3</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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</tbody>
</table>

Terms and Conditions

The rates quoted by M/s__________________________ for the items at Sr. No._________ are the lowest and recommended for Purchase. The rates quoted by M/s__________________________ are lowest and recommended for purchase.

Signature Member 1

Signature Member 2

Signature Member 3
CHAUDHARY BANSI LAL UNIVERSITY, BHIWANI

FORMAT FOR HALF-YEARLY INFORMATION REGARDING EXCISE DUTY EXEMPTION AVAILED BY THE UNIVERSITY

Subject: Information regarding goods on which Excise Duty Exemption has been availed for the half-yearly period ending June/December ____________.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of Item</th>
<th>Cost of Item*</th>
<th>Amount of Excise Duty</th>
<th>Name &amp; address of the supplier</th>
<th>Bill No. &amp; Date</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>2.</td>
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<td>3.</td>
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<td></td>
</tr>
</tbody>
</table>

* The cost of material/item under column No. 3 should be given after deducting discount, if any, and before adding CST/ VAT etc.

Certified that the information given above is correct

Dated:                    Signature of HOD

(Office Seal)


CHAUDHARY BANSI LAL UNIVERSITY, BHIWANI

FORMAT FOR HALF-YEARLY INFORMATION REGARDING CUSTOM DUTY EXEMPTION AVAILED BY THE UNIVERSITY

Subject: Information regarding goods on which Custom Duty Exemption has been availed for the half-yearly period ending June/December __________

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description of the Item</th>
<th>Cost of Item * (Rs.)</th>
<th>Name &amp; address of the Supplier</th>
<th>Bill No. &amp; Date</th>
<th>Actual date of release of consignment</th>
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</table>

*The cost of material/item under column No. 3 should be given after deducting discount, if any.

A  Total value (FOB/ CIF) of consumables imported(Append details separately)  : Rs.__________
B  Total value (FOB/ CIF) of Equipments imported(Append details separately)  : Rs.__________
C  Total imports availing Custom Duty Exemption (A+B) : Rs.__________

Certified that the information given above is correct.

Dated :                     Signature of HOD
                           (Office Seal)