



# UNIVERSITY OF CALCUTTA PURCHASE & WORKS MANUAL

CENTENARY BUILDING



# UNIVERSITY OF CALCUTTA

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## PREFACE

Any public institution today should have a comprehensive and transparent set of norms for all kinds of procurements, including both purchases and works. In the case of the University of Calcutta, this has been a poignantly felt need. This first modern University in South Asia has been a pioneer in the realm of higher education, but its practices and procedures with regard to procurements have often been found to be inchoate. We felt that a carefully formulated and user-friendly procurement manual could be very effective for the University administration. The members of faculty and all other stakeholders also would find such a manual useful. Hence this endeavour.

I thank Dr Soumitra Sarkar, University Librarian, University of Calcutta, for playing a nodal role in framing this manual, despite his preoccupations and busy schedules. Shri Somnath Banerjee, formerly of the Indian Audit and Accounts Department, and now the Financial Advisor in the University, has provided significant guidance in finalizing the manual. We are also particularly thankful to Shri Samir Kumar Ghosh, of the West Bengal Audit and Accounts Service, and now the Financial Advisor in the rank of Joint Secretary in the Department of Higher Education, Government of West Bengal, for not only his valuable advice, but also for formally vetting this document.

We would be happy if this manual is found to be useful by the University community at large.

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## **1. INTRODUCTION**

The University spends a sizeable amount of its budget for purchasing various types of goods and undertaking works to discharge the duties and responsibilities assigned to it. It is imperative that these purchases and works are made and undertaken following a uniform, systematic, efficient, transparent and cost-effective procedure, in broad conformity with the established guidelines of relevant public institutions in charge of ensuring probity and /or the relevant rules and regulations of the Government.

This manual, to be known as the University of Calcutta Purchase & Works Manual, has been framed also keeping in view the special circumstances and requirements of the University of Calcutta.

Amendments, modifications and clarifications of this manual should be made with and notified with the approval of the Finance Committee and the Syndicate of the University.

In the matter of any interpretation or disputes regarding any clause/provision of this manual, the decision of the Finance Committee and the Syndicate of the University shall be final and binding.

## **2. PROCUREMENT OF GOODS**

### **2.1. Purchase of goods without obtaining any quotation or bids up to the value of Rs. 10,000/-**

Purchase of goods up to the value of Rs. 10,000/- (Rupees Ten thousand) on each occasion may be made without inviting quotations/ tender or bids by the Head/In-charge of an Academic or Administrative Department/Centre of the University, Principal Investigator/ Project Coordinator, et al. The purchasing authority

shall certify that the purchase has been made at reasonable market price in such cases of purchase from the open market without tender/ quotation.

**2.2.Purchase of goods costing Rs. 10,001/- and up to Rs. 1,00,000/- by Departmental Purchase Committee by obtaining quotations**

Purchase of goods costing Rs. 10,001/- (Rupees ten thousand one) and up to Rs. 1,00,000/- (Rupees one lakh) on each occasion is to be made on the basis of quotations (at least three quotations from reliable firms having trade licence, pan card, vat & service tax registration wherever necessary with necessary credentials) which shall be opened in presence of willing agents. In such cases of purchase by invitation of quotations, procurement shall be finalised on the recommendations of a duly constituted Departmental Purchase Committee consisting of three members as decided by the Head of the Administrative or Academic Department/ Centre/ Principal Investigator/ Project Coordinator, et al. with the approval of the Pro-Vice-Chancellor (BA&F). The Departmental Purchase Committee will ascertain the reasonableness of rate, quality and specifications and identify the appropriate supplier. The specifications so worked out should meet the basic needs of the organisation without including superfluous and non-essential features. Care should be taken to avoid purchasing quantity in excesses of requirement. Normally the lowest quotation is to be accepted, if the quality and specifications are otherwise comparable. Before placement of the purchase order, the approval of the Pro-Vice-Chancellor (BA&F) is required.

In these cases, notices inviting quotations shall be displayed in office notice boards and the University website. This is mandatory.

**2.3.Purchase of goods costing Rs. 1,00,001/- and up to Rs. 5,00,000/- by obtaining bids/tenders by the Departmental Purchase Committee/Principal Investigator or Project Coordinator/ Director of the Centre and others, for any Project**

For purchase of goods costing Rupees one lakh one and up to Rupees five lakh, all departments/centres, etc. shall procure goods by obtaining bids/tenders.

In these cases, notices inviting quotations/ bids/tenders shall be displayed in office notice boards and the University website; in addition, the notice should be briefly inserted in at least one widely circulated newspaper. Minimum period for submission of tenders in these cases will be seven working days.

**2.4.Purchase of goods costing Rs. 5,00,001/- and above E-tender process shall be followed for purchase of goods costing Rupees five lakh one and above.**

E-tenders shall be floated through the tender portal [www.wbtenders.gov.in](http://www.wbtenders.gov.in) for procurement value up to rupees ten lakh with brief advertisement in two daily newspapers (one English and one Bengali), while for procurement value above rupees ten lakh, advertisements in three daily newspapers (one English, one Bengali and one Hindi) will be required. Minimum period for submission of tenders will be two weeks in cases up to rupees ten lakh, three weeks in cases up to rupees one crore and four weeks beyond it.

**Note :** In all cases, the quotations/bids/tenders shall be received from at least three quotationers/ bidders/ tenderers. If, in any case, the numbers of eligible participants become less than three then tender should be invited afresh. If the response to the re-tender is

also from less than three participants, tender should be invited afresh. If the response to the third tender/bid is also less than adequate, that may be accepted with the approval of the Pro-Vice-Chancellor (BA&F).

### **2.5.Purchase of goods directly under Directorate General of Supplies & Disposals (DGS&D) and National Informatics Centre Services Incorporated (NICSI) rate contract**

Order to be given only to the firm enlisted in DGS&D and NICSI schedule of rate contracts. The firm may directly or through his authorised supplier may supply the items. The prices to be paid for such goods shall not exceed those stipulated in the rate contract and the other salient terms and conditions of the purchase should be in line with those specified in the rate contract.

In other words, materials, for which the Director General of Supplies & Disposals (DGS&D) and National Informatics Centre Services Incorporated (NICSI) rate contracts are available, can be purchased directly from the enlisted agencies of DGS&D and NICSI at approved rate contracts. In case of bulk purchase, the enlisted agencies of DGS&D and NICSI be requested to offer special discount for educational institution

#### ***Note :***

- (i) A demand for goods should not be divided into small quantities to make piece meal purchase to avoid the necessity of complying with requisite formalities.
- (ii) In respect of bulk purchase through DGS&D and NICSI rate contract, due consideration should be adhered to while availing of discount as educational institution.

**Contracts and Allied Matters for  
Engineering Department**

**3. WORK CONTRACTS FOR ENGINEERING DEPARTMENT**

**All job of works Contracts awarded to vendors irrespective of the amount shall be supervised by the University Engineering Department. University Engineer/ in charge of Engineering Department will certify the works bill before it is sent to the Accounts Department for payment.**

**3.1. Work contracts up to the value of Rs. 10,000/-**

Work contracts up to the value of Rs. 10,000/- (Rupees Ten thousand) on each occasion may be made without inviting quotations/tender or bids by the University Engineer/In-charge of Engineering department of the University. The Engineer/In-charge shall certify that the work has been made at reasonable market price in cases of procurement from the open market without tender/quotation.

In case of petty works, detailed drawings, designs, calculations, etc. are not necessary.

**3.2. In respect of Work Contracts costing Rs. 10,001/- (Rupees Ten thousand one) and up to Rs. 1,00,000/- (Rupees one lakh)**

on each occasion may be made on the basis of quotation/tenders (at least three quotations) from reliable firms with necessary credentials, which shall be opened in the presence of willing agents. In such cases of procurement by invitation of quotation, procurement shall be finalised on the recommendations of a duly constituted Departmental Committee consisting of three members as decided by the Pro-Vice-Chancellor (BA&F). The Departmental Committee shall ascertain the reasonableness of rate, quality and specifications and identify the appropriate vendor/contractor. Before placement



of the work order, the approval of the Pro-Vice-Chancellor (BA&F) is required.

Normally the lowest quotation is to be accepted, if the quality and specifications are otherwise comparable.

In these cases, notices inviting quotations shall be displayed in office notice boards and the University website.

**3.3. In respect of Work Contract costing Rs. 1,00,001/- and up to Rs. 5,00,000/-, the Engineering Department shall obtain bids/tenders**

In these cases, notices inviting quotations/bids/tenders shall be displayed in office notice boards and the University website; in addition, the notice should be briefly inserted in at least one widely circulated newspaper. Minimum period for submission of tenders in these cases will be seven working days.

**3.4. Work Contract costing Rs. 5,00,001/- and above E-Tender process shall be followed in respect of Work Contract costing above Rupees five lakh.**

E-tenders shall be floated through the tender portal *www.wbtenders.gov.in* for work value up to rupees ten lakh with brief advertisement in two daily newspapers (one English and one Bengali) while for work value above rupees ten lakh, advertisements in three daily newspapers (one English one Bengali and one Hindi) will be required. Minimum period for submission of tenders will be two weeks in cases up to rupees ten lakh, three weeks in cases up to rupees one crore and four weeks beyond it.

**Note :** In all cases, the quotations/bids/tenders shall be received from at least three quotationers/bidders/tenderers. If, in any case,

the numbers of eligible participants become less than three, then tender should be invited afresh. If the response to the re-tender is also from less than three participants, tender should be invited afresh. If the response to the third tender/ bid is also less than adequate, that may be accepted with the approval of the Pro-Vice-Chancellor (BA&F).

**Further Note :** No work costing above rupees five lakh shall commence unless award of work has been approved by the Building and Works Committee of the University. If, in the opinion of the Chairman of the Building and Works Committee, any emergency arises that requires immediate action to be taken, he shall take such action and report the same to the Building and Works Committee at their next meeting.

**3.5. The UGC Guidelines for the construction of buildings should be followed in case of financial assistance provided by the UGC for construction of new buildings and for major repairs/renovation of old buildings.**

#### **4. PREPARATION OF ESTIMATE BY THE ENGINEERING DEPARTMENT**

The Engineering department shall prepare the cost estimates based on accepted principles.

- All care should be taken to assess the quantities of the item of work close to reality to the extent possible.
- Preparation of detailed design and estimates shall precede any sanction for works.
- West Bengal Public Works Department (PWD) schedule of rates will be followed. Wherever rates are not available in West Bengal Public Works Department (PWD) schedule of rates, the same

may be prepared in accordance with other established Government department schedules or in case no such recourse is available, then they may be based on the sum total of cost of material, labour, overheads and profits (limited to 15%) involved in the item, based on local prevailing market condition.

- No work should be undertaken before issue of administrative approval and financial sanction by the competent authority on the basis of estimates framed.

- Contract document should be executed in cases of turnkey works or agreements for maintenance of equipment, provision of services, etc. No work of any kind should be commenced without proper execution of an agreement/contract document. Normally, lump sum contracts should not be entered into except in the cases of absolute necessity. Where lump sum contracts become unavoidable, full justification should be recorded. The proposal should be comprehensive and based on detailed drawings, designs, etc. In the absence of detailed drawings, a tentative estimate may be made on the basis of preliminary drawings.

- In case of maintenance/repair work where the quantities cannot be anticipated reasonably and when the extent of damage is not known, the basis of quantity of estimation may be furnished along with the proposal. But before price bid opening, a detailed estimate should be in place for comparison with price bids.

## **5. REVISED ESTIMATE/ DEVIATION STATEMENT**

It may be necessary during the course of execution that a change is made either in the method of execution of the work or the scope of the work may have been enlarged or new additions/alterations to the original contemplation are required to be implemented. In such cases, a Review Committee shall examine the issue and it shall

have powers to accept variation within 10% of the approved estimates. In such an event, the original estimate shall be recast and revised estimates shall be prepared for approval. Normally, revised estimate should not exceed 10% of the original cost. Revised estimate above 10% of the original cost shall be referred to higher competent authority. The revised estimate should focus on the elements of excess & savings and list of items, giving the total impact of the revised estimate.

## **6. BUY-BACK OFFER**

When it is decided with the approval of the competent authority to replace any existing old item(s) with new and better one(s), the purchasing department should take all possible efforts to trade the existing old item while purchasing the new one. For this purpose, a suitable clause is to be incorporated in the bidding document so that the prospective and interested bidders formulate their bids accordingly.

## **7. IMPORTS**

The following are especially applicable to imports :

- When it is contemplated to obtain bids from abroad, the minimum period of submission of bids should be four weeks.
- Imports should normally be made directly from the foreign principals. In the event a purchase is made through an Indian agent of the foreign company, the proof that the Indian agent is an authorised agent of the foreign company, must be an essential part of the documents pertaining to the purchase. Any agency commission which may be payable to the Indian agent can be paid only in Indian Rupees (unless there is a change in Government of India rules which allows payment in foreign currency).

- Copy of the agency agreement with the foreign principal and the precise relationship between them and their mutual interest in the business is to be ascertained.

- Nature of after-sales service to be rendered by the Indian agent needs to be clearly specified.

- Wherever required, procuring department of the University shall avail the services of clearing/consolidation agents for foreign consignments arriving by air/sea. Such clearing agents shall be hired (on specific contract with the University) on term basis or single consignment basis whichever may be advantageous to the University. The department concerned should initiate necessary steps to ensure clearance of consignment from appropriate authority and arrange way bills, etc. for transportation in time to avoid any demurrage whatsoever.

- Generally all import contracts are concluded on Free on Board (FOB)/Free Alongside Ship (FAS) basis. In case of air-consignment, air-lifting of imported goods from abroad will be done through the National Carrier i.e., Air India.

- However, before processing/finalization of any case, the Government instructions in this regard are to be checked and complied with.

- Where delivery of imported goods is required by the University of Calcutta on Cost, Insurance and Freight (CIF)/Carriage and Insurance paid (CIP) basis, the supplier shall arrange and pay for marine/air insurance making the purchaser the beneficiary. Where delivery is on Free on Board (FOB)/Free Alongside Ship (FAS) basis, marine/air insurance shall be the responsibility of the purchaser.

- The supplier shall not arrange part-shipment without the express/prior written consent of the University.

### **7.1. Notification and Documents after Dispatch of Goods**

Immediately after dispatch, the supplier shall notify the purchaser, consignee, etc. the complete details of dispatch and also supply relevant documents in terms of the contract.

### **7.2. Currency**

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

### **7.3. Customs Duty**

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

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

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

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

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

#### **7.4. Terms of Payment**

**Cases where Installation, Erection and Commissioning (if applicable) are not the responsibility of the Supplier :** 100% net Free on Board (FOB)/Free Alongside Ship (FAS) price is to be paid against invoice, shipping documents, inspection certificate (where applicable), manufacturers’ test certificate, etc.

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

**Payment of Agency Commission against Free on Board (FOB)/ Free Alongside Ship (FAS) Contract :** Entire 100% agency commission is to be paid after all other payments have been made to the supplier in terms of the contract.

Payment shall be made after full completion of delivery process of procurement.

## **8. TENDER/BID DOCUMENT**

The tender papers are very important documents on which invitation of tender and subsequent agreements with the vendor/contractor are based. This forms an integral part of the contract and therefore it should be clear, specific and comprehensive.

- It should be ensured that the Tender document is complete in all respects and consists of the Notice Inviting Tender (NIT), Instructions to Bidders, Scope of work, General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Technical specifications (if any), bill of quantities, drawings, etc. as relevant for various category of procurement and works contracts.
- Measures to be adopted in the event of breach of contract and method of settling dispute and termination of the contract shall also to be clearly incorporated in the tender document.
- Time of completion is the essence of any contract. The same must be clearly spelt out in the Notice Inviting Tender (NIT). It must clearly provide for penalties to be levied on the contractor for non-fulfilment of contractual obligations within the stipulated time.
- The Notice Inviting Tender (NIT) has also to clearly show to whom the tender is to be addressed. The place and time of receipt of the tender also should be clearly mentioned in the Notice Inviting Tender (NIT).



## **9. SPECIAL CONDITIONS OF CONTRACT**

The Special Conditions of Contract (SCC) for any tender is specific to that tender only. This cannot be common to all tenders. However, if similar tenders are invited at the same time, many provisions of the Special Conditions of Contract (SCC) may be common. The Special Conditions of Contract (SCC) have to be formulated specifically as per the requirement of the work.

## **10. TENDER ENQUIRY**

This system may ordinarily be adopted when estimated value of goods to be procured/ Work Contract is above rupees one lakh and up to rupees five lakh. The tender enquiries should be hosted on the University of Calcutta Website for wider participation. At least three numbers of quotations/offers must be received in normal conditions. In case number of offers received is less than three, the same may be considered subject to approval of the Pro-Vice-Chancellor (BA&F) and only in unavoidable circumstances.

## **11. SINGLE TENDER ENQUIRY**

The single tender system may be adopted in case of purchase of articles which are specifically certified to be of proprietary nature by the indenting department or when it is certified by the indenting department that a particular brand item is required to be purchased in the interest of the University.

Purchase through Single Tender Enquiry may also be adopted when :

- (a) it is in the knowledge of the user department that only a particular firm is the manufacturer of the required goods.
- (b) in case of emergency, the required goods are necessarily to be purchased from a particular source subject to the reason for

such decision being recorded and approval of the Pro-Vice-Chancellor (BA&F) obtained.

- (c) for standardisation of machinery or components or spare parts to be compatible to the existing sets of machinery/equipment [on the advice of a competent technical expert and approved by the Pro Vice-Chancellor (BA&F)], the required goods are to be purchased only from a selected firm.

A certificate in the following form is to be provided by the indenting department with countersignature of the Head/In-charge of an Academic or Administrative department/Director of the Centre/Principal Investigator/Project Coordinator, et al., before procuring the goods from a single source/Proprietary Article Purchase through Single Tender.

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

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

.....

(Signature with date and designation of the Head / In-charge of an Academic or Administrative department/Director of the Centre/Principal Investigator/ Project Coordinator, et al., for project purchases)

Single source procurement (awarding of contract on nomination basis) can also be made in rare and exceptional cases like :

When the supplier or contractor has exclusive rights in respect of the goods or services and no reasonable alternative or substitute exists.

**For instance**

- (i) where the procurement is possible from a single source only
- (ii) where the person, supplier, agency or contractor has exclusive rights or expertise in respect of the goods and services and no reasonable alternative or substitute exists
- (iii) where the tender was held on several dates but there were no bidders, etc.
- (iv) during natural calamities

This normal rule may be departed from and such contracts may be awarded through negotiations, with the approval of the Pro-Vice-Chancellor (BA&F).

**12. PUBLICATION OF TENDER**

**Note I**

Tender notice shall always be given due publicity in the manner indicated above and detailed below. The use of intermediate general suppliers should be discouraged. Open tender for supply of articles or stores or for execution of works shall be invited in the following manner :

<b>Sl. No.</b>	<b>Item</b>	<b>Manner of Tender</b>
1.	For supply of articles or stores or for execution of works and services with estimated value exceeding rupees ten thousand up to rupees one lakh.	Publication of the notice on the office notice boards and on the official website of the Univeristy.

- |    |  |  |
|----|--|--|
| 2. | For supply of articles or stores or for execution of works and services with estimated value exceeding rupees one lakh up to rupees five lakh. | Publication of the notice on the office notice board and on the website of the university and also brief advertisement in one newspaper.   |
| 3. | For supply of articles or stores or for execution of works and services with estimated value exceeding rupees five lakh up to rupees ten lakh. | <ul style="list-style-type: none"> <li>• <b>E-tender process shall be followed</b></li> <li>• Publication of the notice on the office notice board and on the website of the University and also brief advertisement in two daily newspapers, one in Bengali and another in English.</li> </ul>    |
| 4. | For supply of articles or stores or for execution of works and services with estimated value exceeding rupees ten lakh.                        | <ul style="list-style-type: none"> <li>• <b>E-tender process shall be followed</b></li> <li>• Publication of the notice on the office notice board and on the website of the University and also brief advertisement in three daily newspapers, one each in Bengali, English and Hindi.</li> </ul> |

**Note II**

A minimum period, as stated below, shall be allowed for submission of the tenders from the final publication date.

<b>Sl. No.</b>	<b>Item</b>	<b>Minimum period for submission of tender from the last date of publication</b>
1.	For supply of articles or stores or for execution of works and services with estimated value not exceeding rupees five lakh.	Seven working days
2.	For supply of articles or stores for execution of works and services with estimated value up to rupees ten lakh.	Fourteen working days
3.	For supply of articles or stores or for execution of works and services with estimated value up to rupees one crore.	Twenty one working days
4.	For supply of articles or stores or for execution of works and services with estimated value exceeding rupees one crore.	Four weeks

### **Note III**

The head of the office is authorised to purchase the supply fittings, sanitation and sewage plant fittings and parts for pumps, compressors, engine and motors in use in the water supply and

conservancy work in the establishment, only in case of emergencies such as sudden failure of machines, etc. when it is not possible to make the purchases after calling tenders or quotations. A certificate should always be recorded in each such occasion over the signature of the head of the office.

### **13. RECEIPT OF TENDERS AND THEIR ACCEPTANCE**

The following procedure shall be followed in connection with the receipt and opening of tenders and their acceptance.

- The acceptable mode of receipt of tender enquiries is through Speed Post or deposit in the prescribed Tender Box of the concerned department only.
- Tenders issued and received are to be entered in the Tender Register chronologically specifying the date and time of receipt.
- As far as possible the tenders are to be opened on the due date and time specified in the Notice Inviting Tender (NIT). If the tenders are not opened on the due date and time specified, specific approval of the Pro-Vice-Chancellor (BA&F) is to be taken, furnishing reasons for extending the date of opening. The extended date and time of opening of the tender should be communicated to all the bidders through website/newspaper in case of open tender sufficiently in advance before the extended date and time of opening.
- In case of two parts tendering, the Techno-Commercial bid will be opened first and after Techno-Commercial evaluation, the Price Bids of only technically qualified bidders will be opened. All the tenders received shall be serially numbered and signed in all pages by the Officials opening the tenders.

- The authorised representatives of the bidders should be permitted to attend the bid opening and put their signature on the comparative statement.
- Once the tender/offer has been opened, no alteration or modification to bids shall be allowed.
- Officials opening the tenders should invariably put dated initial on corrections/additions in the essential parts of the tender documents and also date and initial on each page of the tender documents irrespective of the fact whether they contain or do not contain any corrections or overwriting, etc.

In selecting the tender to be accepted, the financial status of the individual and firms tendering shall be taken into consideration subject to the provisions where tender is invited in two-bid system, financial bid should not be opened until the technical bid is opened and assessed for selection of the qualified bidder.

- (a) Sales Tax and Income Tax clearance certificate should be furnished by the contractors for contract value above rupees fifty thousand.
- (b) In the case of private individuals and firms tendering in foreign countries for contracts of large value, that is contracts of over rupees twenty five lakh, the Head of the Indian Mission/Post concerned should be consulted.

## **14. EVALUATION OF TENDER**

### **14.1. Single Part Tender**

In case of single part tender involving more than one bidder, no technical/commercial deviation which may have price impact shall

be allowed. In the event of any bidder taking such deviation, their offer shall be liable for rejection. The evaluation should be done based on conditions given in the tender without asking for clarification, which may have price impact.

#### **14.2. Two Part Tender**

For high value purchase exceeding rupees ten lakh or for purchasing plant, machinery, equipment, etc., of complex and technical nature, bids shall be invited in two parts as under :

- (a) The technical bid consisting of all technical details along with commercial terms and conditions,
- (b) 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 cover duly superscribed and both the sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed. The technical bids shall be opened by the authorised Committee at the first instance and evaluated by a competent Committee. At the second stage, financial bids of only the technically acceptable offers shall be opened for furnishing value and ranking before finalization and awarding of the contract. After evaluation, the lowest rate financial bid from among the technically qualified bidders shall be accepted.

- Techno-commercial evaluation shall be done by the authorised Committee.

- During evaluation, if any technical or commercial clarifications are required, the same shall be obtained either through correspondence or discussions with tenderers. The proposal for



acceptance of techno-commercial bids shall be recommended by the Committee. Price bids of only techno-commercially acceptable parties will be opened.

- After opening of the price bids, a comparative statement is to be prepared and signed by members of the authorised Committee.

Bidders are not allowed to revise price bids after opening of Technical Bid.

## **15. SCRUTINY OF TENDERS**

All the tenders received shall be scrutinised by the authorised Committee and the lowest offer shall normally be considered, if it is consistent with the specifications and requirements of the department. In the event of selection of offer higher than the lowest, specific reasons and justifications for rejecting each lower offer shall be placed on record and such recommendations shall be submitted for approval of the Pro-Vice-Chancellor (BA&F).

## **16. EXECUTION OF WORK**

Individual item rates higher or lower by more than 10% of the estimated rates shall be considered high or low rated items. During the course of execution the variation in respect of the items having abnormally high rates and low rates shall be brought to the notice of the competent authority. A constant watch shall be kept on such items when the rates are abnormally high.

Normally, the quantity of high rated items should not be allowed to exceed the quantity mentioned in the Bill of Quantities (BOQ). However, in case of any increase in quantity of high rated items beyond Bill of Quantities (BOQ), the same shall have to be informed

to the competent authority immediately after such increase and further execution of such items should be undertaken after prior approval of competent authority supported by adequate justification. The same procedure shall also be followed for deviation in any single item, which has significant impact on the contract value (say, five per cent).

### **17. COMPLETION CERTIFICATE**

Before final payment is released to the contractor/vendor, he has to produce a Completion Certificate as the proof of total completion of work /service. The said Completion Certificate shall be issued to the contractor/vendor by the University Engineer in the case of work done and by the concerned Head/In-charge of the Academic or Administrative department of the University/Director of the Centre/ Principal Investigator/Project Coordinator, et al. in the case of services rendered/ purchases.

### **18. EXCESS OVER ESTIMATES**

In case any excess expenditure is anticipated during execution of the work, necessitating preparation of revised estimates/ deviation statement and also in respect of maintenance works, additions and alterations (if any) to the work envisaged, they need to be recorded in writing and approval of the Pro-Vice-Chancellor (BA&F) shall be obtained from time to time.

### **19. EXTENSION OF TIME**

Time is the essence of all contracts and therefore the time required for completion for each contract is to be carefully fixed taking into account the availability of material, local conditions, hindrances due to rain and standard of finishing expected. The contract should

provide suitable penalty to be levied due to delay on the part of the contractor/vendor. Wherever slippage is noticed on the part of the contractor/vendor, the same should be brought to the notice of the contractor/vendor in writing. This would ensure that no act is done to nullify or vitiate the provision of the contract connected with the time factor. The authority empowered to execute the contract shall keep a close watch over the work by the contractor/vendor and no extension should ordinarily be granted.

- Reasonable mobilisation time, as provided in the contract, from the date of order, shall be permitted to the contractor/vendor. However, the effective date of the contract shall be reckoned from the date of order.

- Any lapse on the part of the contractor/vendor in execution of the work should be intimated to him immediately in writing. Any continuing lapse may be viewed seriously and the matter should be brought to the notice of competent authority for taking remedial action as deemed fit.

- If the work is delayed due to happening of any of the following events, the contractor/vendor shall immediately give notice thereof in writing to the University but shall nevertheless use his best efforts to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of University to proceed with the work/job :

- (a) abnormally inclement weather for a considerable time.
- (b) serious loss or damage.
- (c) delay on the part of other contractors engaged by the University in executing the work, which does not form part of the contract.

(d) any other cause which is considered to be beyond the reasonable control of the contractor/vendor.

- The request in writing for time extension has to be made within fifteen days of the happening of the event causing delay to the University, giving full justification for the same.

- The subject matter of according extension on repetitive manner and on casual grounds such as labour problem, etc. must not be entertained.

## **20. TENDER FEE, EARNEST MONEY DEPOSIT AND PERFORMANCE SECURITY**

### **20.1. Tender Fee**

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

### **20.2. Earnest Money Deposit**

Depending on the type of goods to be purchased or work to be done, Earnest Money Deposit (EMD), also known as Bid Security, may be obtained from the bidders-except those who are registered with Directorate General of Supplies & Disposals (DGS&D), National Small Industries Corporation (NSIC) or any Government organisation-to safeguard against a bidder withdrawing/altering his bid during the bid validity period. The bidders are required to furnish Earnest Money Deposit (EMD) along with their bids. Amount of Earnest Money Deposit (EMD) should ordinarily be between five

per cent and ten per cent of the estimated value of the goods to be purchased or work to be done.

The Earnest Money Deposit (EMD) may be accepted in the form of Account Payee Demand Draft, Banker's Cheque or a Bank Guarantee in acceptable form from any of the Nationalised Banks, safeguarding the purchaser's interest in all respects. The Earnest Money Deposit (EMD) shall remain valid for a period of sixty days beyond the final tender validity period.

### **20.3. Refund of Earnest Money Deposit (EMD)**

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

### **20.4. Forfeiture of Earnest Money Deposit (EMD)**

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

### **20.5. Performance Security**

To ensure due performance of the contract, performance security is to be obtained from the successful bidder awarded the contract except those who are registered with National Small Industries Corporation (NSIC). Performance Security should be of an amount

of ten to fifteen per cent of the value of the contract. Performance Security should be furnished in the form of an Account Payee Demand Draft, or Bank Guarantee from a Nationalised Bank in an acceptable form safeguarding the purchaser's interest in all respects. Performance Security is to be furnished within a specified date (generally twenty one days after notification of the award) and it should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

#### **20.5.1. Refund of Performance Security**

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

#### **20.5.2. Forfeiture of Performance Security**

Performance security is to be forfeited and credited to University of Calcutta in the event of a breach of contract by the tenderers, in terms of the relevant contract.

#### **20.6. Verification of the Bank Guarantees**

Bank Guarantees submitted by the tenderers as Earnest Money Deposit (EMD)/Performance Security need to be immediately verified from the issuing bank before its acceptance, through written communication.

#### **20.7. Safe Custody and Monitoring of Earnest Money Deposit (EMD)s, Performance Securities, etc.**

Suitable mechanism for safe custody, etc. and monitoring of Earnest Money Deposit (EMD)s and Performance Securities, etc. should be

evolved and implemented. Concerned Department shall also make arrangements for taking all necessary action in time for extension or encashment or refund of Earnest Money Deposit (EMD)s and Performance Securities, as the case may be. Monitoring should also include a regular review of all Bank Guarantees and other instruments expiring after three months, along with a review of the progress of the corresponding contracts. Extension of Bank Guarantees and other instruments, where warranted, should be sought immediately and implemented within their validity period.

### **20.7.1 Works Register**

Engineering Section shall maintain Works Register incorporating details of work executed during the financial year in a comprehensive manner highlighting :

1. The description of work taken up
2. The NIT No. and date
3. The Work Order No. and date
4. The value of the work order
5. The name of the agency
6. The rate and time contract stipulation
7. The fact that it has been vetted by the authority on specified date
8. The reason of revision and details of revised estimate vetted by competent authority
9. The details of technical sanction and administrative approval
10. The Completion Certificate and details of release of security deposit

The maintenance of such Works Register would facilitate the task of watching the details of works undertaken and execution effected.

### **20.7.2 Security Deposit Register**

The maintenance of Security Deposit Register by the SAE concerned of the Engineering Section/ Department is essential in recording the transaction of security deposit received and released periodically. The Engineer-in-charge should look after the aforesaid aspect and recommend release of security deposits at regular intervals. The non-enlisted cases should also be recorded with appropriate reasons thereof.

## **21. ADVANCE PAYMENT TO SUPPLIER/CONTRACTOR**

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

- Advance Payment demanded by firms holding maintenance contracts for Computer Networking, University Website, Pest Control, maintenance of sophisticated and costly equipment and machinery like Elevators, Transformers, CCTV, Air-conditioners, Servers, Computers, Printers, UPS, EPABX Telephone System, Fax Machines, Photocopiers, Water Coolers and Purifiers, Office Equipment, and other costly equipments.
- Advance payment demanded by firms against fabrication contracts, turn-key contracts, etc.



Such advance payments should not exceed the following limits :

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

In exceptional cases, concerned department may, with the approval of the Pro-Vice-Chancellor (BA&F), relax the ceilings mentioned above.

## **22. POST-TENDER NEGOTIATIONS**

There should be no post-tender negotiations except in certain exceptional situations as listed below:

- Procurement of proprietary items;
- Procurement of items with limited sources of supply; and
- In cases where a decision is taken to go for re-tendering due to the unreasonableness of the quoted rates but the requirements are urgent and a re-tender for the entire requirement would delay the availability of the item - thus jeopardising the essential operations, maintenance and safety - negotiations would be permitted with L-1 (lowest one) bidder(s) for the supply of a bare minimum quantity. The balance quantity should, however, be procured expeditiously through re-tendering following the normal tendering process. Prior to initiating negotiation, approval of the Pro-Vice-Chancellor (BA&F) should be obtained.

**In case L-1 (lowest one) backs-out, there should be a re-tender.**

## **23. PENALTY CLAUSES**

There should be a suitable provision in the terms & conditions of the contract for claiming liquidated damages of appropriate amount from the supplier/contractor to take care of delays in supplies and performance, for which the supplier/contractor is responsible. The delay attributable to casual reasons is not tenable and deserves application of penal clause.

## **24. ENLISTMENT OF CONTRACTORS/VENDORS**

Procuring/Execution authorities must have a comprehensive list of vendors/contractors to whom enquiries can be sent in case of Urgent Tender Enquiry. The department shall call for applications from time to time through usual enquiry/advertisements/ website, etc. for enlistment of vendors/contractors for various categories of procurement, civil and electrical works. The list of approved vendors/contractors shall be reviewed periodically, preferably once in a calendar year, and kept up to date. If a vendor/contractor is enlisted with State/Central Government, Railways or Public Works Department (PWD), Central Public Works Department (CPWD) due recognition is to be given for that. Any addition to the list of vendors/contractors at any time can be done by scrutinising all the eligibility criteria.

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

### **24.1. Financial soundness**

Assessment of financial soundness of vendors/ contractors is an important factor to be considered before enlisting them. In support

of their financial soundness, vendors/ contractors should be required to submit yearly appraisal from their bankers, audited Annual Accounts and other documentary evidences as applicable.

#### **24.2. Technical competence**

Vendors/contractors should have satisfactorily executed similar work of value not less than 75% of the value of tender during the last three years before the submission of their applications for enlistment. Their capacity may be assessed by verification of certificates and testimonials regarding satisfactory completion/ execution of such contracts from their principals.

#### **24.3. Manpower**

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

### **25. MAINTENANCE CONTRACT/SERVICE CONTRACT**

It may be necessary to enter into maintenance/service contract especially for maintenance of Computer Networking, University Website, Pest Control, maintenance of sophisticated and costly equipment and machinery like Elevators, Transformers, CCTV, Air-conditioners, Servers, Computers, Printers, UPS, EPABX Telephone System, Fax Machines, Photocopiers, Water Coolers and Purifiers, Office Equipment and other costly equipment.

The following procedure is to be followed while entering into any maintenance contract/service contract :

As far as possible, the University will give preference to the manufacturer of the product/exclusive service provider.

Before finalisation of maintenance/service contract, service provider's performance, clients' list, performance certificates, company's profile, etc. should also be evaluated. On the basis of performance report and company's profile and rates, the contract should be awarded after approval by the Pro V.C(B.A&F). The Departmental Head/In-charge of an Academic or Administrative department of the University/ Director of the Centre/ Principal Investigator/ Project Coordinator, et al. will certify and give specific comments on performance of the service provider during contract period for the extension/ renewal of the contract with the same service provider.

## **26. OUTSOURCING OF SERVICES FOR CLEANING, SECURITY, CAR HIRING ETC.**

Tender Enquiry is to be published in newspaper and University website for engagement of agency for outsourcing of services for cleaning, security, car hiring etc.

Procurement of service of consultants for the purpose of project planning, feasibilities studies, project management, advisory services etc. may be made as per guidelines as adjoined in memo no. 8385-F(Y) dated 22.11.2013 of Finance Department, Audit Branch, Government of West Bengal (and as amended from time to time).

Modalities of engagement of security personnel, cleaning, sweeping personnel through agencies to be followed as per guidelines as adjoined in memo no. 3790 F(Y) dated 21.07.2014 of Finance

Department, Audit Branch, Government of West Bengal (and as amended from time to time).

Payment of wages to the agency for the personnel deployed for cleaning, security, etc. should be paid in conformity with the minimum wages in terms of the Circular of the Labour Commissioner and the Finance department, Government of West Bengal, from time to time.

Before finalisation, agency's performance, Clients' list, performance certificate, profile of the agency, etc. should be evaluated properly. On the basis of performance report the service contract may be issued for a maximum period of three years at a time.

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

## **27. ISSUANCE OF PURCHASE ORDER/WORK ORDER**

**27.1.1. For purchase of goods without obtaining any quotation or bids up to the value of Rs. 10,000/- :** The Head/In-charge of an Academic or Administrative Department/Centre of the University, Principal Investigator/ Project Coordinator will issue such purchase order.

**27.1.2. For purchase of goods costing Rs. 10,001/- and up to Rs. 1,00,000/- by Departmental Purchase Committee by obtaining quotations :** The Head of Departmental Purchase Committee/Principal Investigator or Project Coordinator/ Director of the Centre and others, for any Project will issue such purchase order.

**27.1.3. For Purchase of goods costing Rs. 1,00,001/- and up to Rs. 5,00,000/- by obtaining bids/tenders by the Departmental Purchase Committee/Principal Investigator or Project Coordinator/ Director of the Centre and others, for any Project :** The Head of Departmental Purchase Committee/Principal Investigator or Project Coordinator/ Director of the Centre and others, for any Project will issue such purchase order.

**27.1.4 For purchase of goods costing Rs. 5,00,001/- and above :** The purchase order shall be issued by the Head of the Departmental Purchase Committee/Principal Investigator or Project Coordinator/ Director of the Centre and others, for any Project after selection through E- Tender.

**27.1.5 Purchase of goods directly under Directorate General of Supplies & Disposals (DGS&D) and National Informatics Centre Services Incorporated (NICSI) rate contract :** Purchase order shall be issued by Head of the Departmental Purchase Committee/ Principal Investigator or Project Coordinator/ Director of the Centre and others, for any Project after approval of such purchase by the Pro V.C(B.A&F).

## **27.2 WORK CONTRACTS FOR ENGINEERING DEPARTMENT**

**27.2.1 Work contracts up to the value of Rs. 10,000/- :** Order shall be issued by the University Engineer/In-charge of Engineering department of the University.

**27.2.2 In respect of Work Contracts costing Rs. 10,001/- (Rupees Ten thousand one) and up to Rs. 1,00,000/- (Rupees one lakh) :** Head of the Departmental Committee as constituted by the Pro-Vice-Chancellor (BA&F) shall issue such work.

**27.2.3 In respect of Work Contract costing Rs. 1,00,001/- and up to Rs. 5,00,000/- :** Head of the Departmental Committee as constituted by the Pro-Vice-Chancellor (BA&F) shall issue such work order.

**27.2.4 Work Contract costing Rs. 5,00,001/- and above :** Head of the Departmental Committee as constituted by the Pro-Vice-Chancellor (BA&F) shall issue such work order after selection of Works Contractor through E-Tender process.

### **27.3 Repeat Orders**

- Repeat Orders are those orders, which are placed on the parties at the same rate, terms and conditions of the previous order.
- Repeat order may be placed by appropriate authority of the indenting department of the original order within 60(sixty) days of placing the original order.
- Purchase/contract proposals must be processed well in advance to avoid placing of orders on urgent/emergent basis bypassing the normal procurement/contract procedure. The Repeat Orders , if necessary , will be subject to final approval of Pro-Vice-Chancellor (BA&F).

## **28. PURCHASE OF BOOKS AND JOURNALS FOR LIBRARIES OF THE UNIVERSITY**

Since books, journals, etc. are not store items, it is not feasible to obtain quotations as the rates are per-determined by the publishers.

Regarding purchase of books, journals and periodicals, etc. for the libraries of the University, purchase procedure would be followed as approved by the Syndicate of the University from time to time following recommendations of the Library Committee.

## **29. PURCHASES UNDER PROJECTS**

If the purchase is made wholly from the funds provided by the sponsor(s) and the sponsor(s) does (do) not specify any procedure to be followed, the purchase procedure to be followed would be as per the University purchase procedure.

## **30. DISPOSAL OF OBSOLETE MATERIALS / ITEMS, ETC.**

An item may be declared obsolete/unserviceable, if the same is of no use to the administrative/academic department/centre of the University. Under such circumstances, the materials/items should be disposed of in the best interest of the University. The materials/items to be declared obsolete/unserviceable should be examined by a Committee to be appointed by the Pro-Vice-Chancellor (BA&F). The said Committee would declare the materials/items as obsolete/unserviceable or otherwise and order their disposal.

The obsolete/unserviceable materials should be disposed of as and when required through tender notice to be published in the University website and newspapers.

## **31. EXPENDITURE FROM BI NO. 166**

No expenditure shall be incurred from BI No. 166: Lump Provision head without the prior approval of the Finance Committee. To meet the exigencies of situation, however, Pro-Vice-Chancellor (Business Affairs & Finance) may approve such expenditure and report the matter to the Finance Committee.



### **32. TENDER INVITATION**

- Tender for purchase of goods/work contract of value up to Rs. 5 Lakh shall be invited by the Head of the respective administrative and academic departments/Principal Investigator or Project Coordinator and others, for any Project/Director of the Centre from the respective department/campus of the University.
- Purchase of goods /work contract of value above Rs. 5 Lakh shall be invited by the University Tender Committee at the College Street campus through E-tender process.

### **33. EMERGENCY PROVISION**

The Finance Committee, University of Calcutta, may relax the application of the aforesaid rules in emergency cases.

**Approved by the Syndicate in its Meeting  
dated, 26/07/2016, Item No. 05**



## Annexure – 2

### **TERMS AND CONDITIONS OF PURCHASE**

#### **1. MODE OF PAYMENT**

- (a) All payments usually be made by A/c Payee Cheque/E.C.S after successful compliance of this Purchase Order.
- (b) Deduction on account of Income Tax, Sales Tax/VAT will be madewherever applicable as per statute.

#### **2. ADVANCE PAYMENT AGAINST PROFORMA BILL**

- (a) Advance payment, wherever applicable, will be strictly as per norms.
- (b) Final Bill/Invoice with Challan etc. to be furnished after delivery of goods for which payments are received against Pro-forma Invoice.

#### **3. BILLING INSTRUCTION**

Please raise your Bill/Invoice in favour of: **“University of Calcutta Department / Project”** in duplicate and submit it to the official placing this Purchase Order with a reference to the Purchase Order and Setion Department wherefrom the order is placed enclosing a copy of your delivery challan duly signed by the recipient of the goods/service.

- 4. The price of any item mentioned in this order should not exceed the accepted price. The quantity/no. of item may vary in the order without any change in the accepted price.
- 5. Failure to comply with specifications, terms and conditions of this order, or accepted delivery schedule shall be sufficient grounds for cancellation of order by purchaser without being liable for paying any compensation to the supplier. In case of delay in supply, liquidated damage @ 0.5% on the value of the Purchase Order, per week or part thereof will be recovered.

#### **6. THE FOLLOWING DOCUMENTS ARE TO BE FURNISHED**

- (a) Supplier’s Invoice indicating, inter alia, description and specification of the goods, quantity, unit price, total value, date of delivery.
- (b) Packing list (with cost)/Post parcel wrapper (with cost) wherever applicable.
- (c) Insurance Certificate.
- (d) Railway Receipt (in case of domestic suppliers) Consignment Note.
- (e) Manufacturer’s Certificate.
- (f) Bill of Ship Loading/Airway Bill.
- (g) Any other document(s).