



PURCHASE POLICY

(As approved by the Council in its 231st meeting held on 3-4 September 2015)



**THE INSTITUTE OF
Company Secretaries of India**
IN PURSUIT OF PROFESSIONAL EXCELLENCE
Statutory body under an Act of Parliament

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PURCHASE POLICY FOR PROCUREMENT OF GOOD / SERVICES

CHAPTER - 1 Commencement, Applicability, Definitions and Objectives

1. Commencement

This Purchase Policy shall be effective from 3rd September 2015 and shall be reviewed by the Council every three years.

2. Applicability

This Purchase Policy shall be applicable to:

- 1) The Headquarters, Regional Offices, Chapters, ICSI-CCGRT, Centre of Excellences and all other establishments of the Institute; and
- 2) All kinds of procurement of goods and services excluding:
 - (i) Land and Building, construction of new building, addition / alteration work to existing building, renovation of existing building, special repairs and installation of new or replacement of old equipment like lifts, DG sets, AC equipment, fire-fighting systems, EPABX etc. which are covered under separate Infrastructure Guidelines.
 - (ii) Specialized and professional advisory / consultancy services like legal services, advocates, auditors, tax consultants, reviewers, writers, trainers, examiners, paper setters, architect, valuers etc.;
 - (iii) Library books which are to be procured as per the Delegation of Financial Power (DOFP).
 - (iv) Any other goods / services to be provided by the Institute to the students or members with collective bargaining with vendor(s) by a Committee constituted by the President without any financial obligation on the part of Institute;

Provided in case of any financial obligation on the part of the Institute, the proposal of the committee shall be placed before the Executive Committee for approval.
 - (v) Specific items for Programmes / Seminars like gifts, mementoes, convention bags, hotel, catering etc. may be procured / availed of directly from the supplier / service provider with approval of the competent authority / Chairman of the concerned committee like Convention Organising Committee, PCS Conference Committee as the case may be.

3. Definitions

- 1) **Delegation of Financial Power (DOFP)** – means Delegation of Financial Power as approved and amended by the Council of the Institute from time to time given at **Annexure '1'**

- 2) **Competent Authority** – means authority designated as recommending or approving authority in the DOFP for various purposes;

Provided that in case the competent authority is not defined, then the President, shall be the Competent Authority.

- 3) **Purchase Committee** - means the Committee (by whatever name called) constituted to recommend the Purchase proposals for approval to the Competent Authority;

Provided that the Purchase Committee for various purposes shall be constituted as under:

- (i) Purchase Committee to recommend the purchase of goods / services of the estimated value of more than Rupees Fifty Lakh shall comprise of Chairman of the concerned Committee / Core Group of the Council as the Chairman of the Purchase Committee, Secretary, Heads of Purchase, Finance, and user Directorate who shall be the Secretary of the Committee;

Provided that where any goods / service to be procured do not fall in the domain of any Committee / Core Group of the Council, then the President shall nominate a Council Member as the Chairman of the Purchase Committee;

Provided further that where any matter is placed before any Committee / Core Group of the Council then the Committee / Core Group may decide that the Chairman of the Committee / Core Group shall be the Chairman of the Purchase Committee even if the estimated value is less than Rupees Fifty Lakh;

Provided also that such Purchase Committee shall be involved for finalization of the terms and conditions of the tender, technical and commercial evaluation of the tender and recommendation of the proposal for approval to the concerned Committee / Executive Committee.

- (ii) Purchase Committee to recommend the purchase of goods / services other than what is provided in (3)(i) above, shall comprise of Heads of Purchase and Finance Directorates and not more than three other members as nominated by the Secretary;
- (iii) Purchase Committee at the Regional Office level shall be constituted by Regional Council and comprise of the Regional Director and not more than two other members one of whom shall be the Secretary or Treasure of the Regional Council;
- (iv) Purchase Committee at the Chapter level shall be constituted by Managing Committee and comprise of not more than three members one of whom shall be the Office In charge of the Chapters and one of the members shall be the Secretary or Treasure of the Managing Committee of the Chapter;
- (v) Purchase Committee at ICSI-CCGRT and Centre for Excellence shall be constituted by their respective Executive Heads and in case of ICSI-CCGRT, one member shall be nominated by the Chairman, CCGRT Management Committee who shall be the Chairman of the Committee.

- 4) **Local Purchase Committee** – means a Committee constituted for procurement of goods / services through the mode of Market Survey for any specific item.
- 5) **Technical Evaluation Committee** – in respect of a particular tender means the Committee constituted with the approval of the Competent Authority for technical evaluation of bids received against the tender and to recommend the technically qualified / disqualified bids along with reasons thereof as per the terms of the tender.
- 6) **Registered Vendor** – means a vendor registered with the Institute who shall be eligible for receiving Tender Enquiry for the specified items for which he has been registered by the Institute on his application and payment of prescribed fee.
- 7) **Empanelled Vendor** – means a vendor with whom a Rate Contract has been concluded by the Institute after following the due procurement process.
- 8) **Capital Goods (items)** – means the goods for long term usage and shall include Furniture, Fixtures, Photo-copier, Fax, Mobile, Software, IPR Licenses, Computers, Laptops, UPS, Servers, Printers, Scanners, vehicles, EPABX, CCTV, DG Sets, ACs and all types of Electrical, Mechanical, Information Technology and office equipment of any description.
- 9) **Revenue Goods (items)** – means all movable goods other than capital goods which are meant for consumption or usage in routine activities of the Institute including stationary, sanitary, electrical, mechanical, IT peripherals and consumables, maintenance, house-keeping, spares etc. items;

Provided that AMC's of equipment, house-keeping services, security services, repair & maintenance services, hiring of taxi, courier, packing, forwarding, printing, catering, air ticketing etc. services shall also be treated as Revenue item.

10) **Inter-changeability of the terms**

The terms 'goods and services', 'supplier and vendor', 'Bid and Tender' 'Performance Security and Performance Guarantee' 'Purchase and Procurement' etc have been used inter-changeably and therefore the terms may be understood correctly as may be best applicable.

4. **Objectives of the Purchase Policy**

- 1) To ensure right item of requisite quality available at right place in right time and quantity and ensure the procurement/purchase at a right price following the laid down administrative and accounting procedures.
- 2) To define procedures including authority and responsibilities thereof in such a way that will facilitate the purchasing authority to meet following objectives:-
 - (i) To purchase materials for the Institute's use within the sanctioned budget most economically and keeping guard of quality and delivery schedules.

- (ii) To ensure proper delegation of responsibility and accountability so as to bring in required efficiency, economy and transparency in procurement.
- (iii) To maintain constant touch with the market condition and explore possibilities of identifying new sources of supply at competitive rates.
- (iv) To ensure equitable treatment of suppliers and promotion of competition in procurement.
- (v) To process the suppliers bills promptly to ensure correct and timely payment.
- (vi) To maintain the records of all procurements that shall be subject to audit.
- (vii) To ensure provisioning of goods and services as per the requirement of the user.

CHAPTER - 2

Authorities and their Responsibilities

1. Authority for initiating procurement of goods and services

The procurement process for various goods and services shall be initiated by the following Departments:-

- 1) **Dte. Of Academic / Professional Development** – For Study Material, Research Publications, Journals, Suggested Answers, Guidance Notes and all printed material meant for students, members or for sale to the general public. The Directorate will initiate the process in consultation and coordination with the Dte. of Student Services, Main Stores, Dte. Of Membership or any other concerned Directorate.
- 2) **Stationary Cell** – For all stationary items of common use like photocopy paper, folders, staplers, water jugs, bags, publicity kits, pens, computer stationary, toners, envelopes, note sheets, stamps, consumables for Dte of Examination and all types of other consumables.
- 3) **Printing Cell** – For all printing materials like letter heads, forms, visiting cards, souvenirs and all other printed materials for official use.
- 4) **Administration** – (i) For all types of common services like hiring of vehicles, catering arrangements, AMCs other than hardware and software materials, maintenance of civil, mechanical, electrical and other items, office equipment and all other office items.

(ii) For all capital items viz. furniture and fixtures, office equipment, mobile, electrical equipment, mechanical equipment, communication equipment, vehicles and any other capital item other than related to Dte. of IT .
- 5) **Dte. Of IT** – For AMC of all the IT hardware and software, IT capital items viz. computers, printers, laptops, UPS, scanners, servers, software, networking items, website maintenance and all other items related to Dte. of IT.
- 6) **Publicity and Advertisement** – For all types of advertisements and publicity services to be availed of for the Institute, students, members or other stakeholders including Designing, Printing, Film-making etc.
- 7) **User Departments** – For all other goods and services which are of specific nature to the concerned department and which are not covered under Point 1 to 6 above.

The request for purchase shall be made in the 'Purchase Requisition Form' provided in Annexure '2'.

This is to clarify that since there may not be separate Departments as stated above at the Regional Offices, Chapters, ICSI-CCGRT, Centre for Excellence, etc. therefore the respective offices thereat shall perform the role of Initiator for procurement of goods and services for their requirement.

2. Responsibilities of the Department which initiates the procurement process

The Department which initiates the procurement process for goods and services shall be responsible for -:

- 1) **Budgetary Control** – ensure that budgetary provision is made in the budget, availability of budget for the proposed procurement and to maintain proper record of the budget availability, expenditure incurred before the proposal and availability of budget for the proposed procurement.
- 2) **Administrative approval** – obtain administrative approval of the competent authority for the proposed procurement before the procurement process is initiated. It is to be clarified that provision in the budget is only a pre-requisite for the specific administrative approval. Therefore, specific administrative approval for each item is necessary to be obtained from the competent authority. The approval shall be provided on or attached to the '**Purchase Requisition**'.
- 3) **Timing for initiating the procurement process** – The initiating Department shall ensure that:-
 - (i) The proposed requirements are accurately worked out based on past consumptions and future anticipation. Over or under procurement must be avoided. The minimum stock level, optimum order quantity and re-order level quantity must be clearly defined as far as possible on the basis of past consumption.
 - (ii) Procurement process must be initiated timely keeping in view the procurement process and time involved on the tendering process. Generally, the lead time of 45 and 60 days for Limited Tender and Open Tender respectively should be adhered to.
- 4) **Fundamental principles** - The initiating Department shall take reasonable care while initiating procurement process as persons of ordinary prudence are expected to do in respect of their own purchases. The proposal for procurement must conform to the following yardsticks:-
 - (i) The specifications in terms of quality, type and quantity of the goods to be procured must be clearly spelt out keeping in view the specific needs of the Institute.
 - (ii) Specifications so worked out should meet the basic needs of the Institute and should not include superfluous and non-essential features, which may result in unwarranted expenditure
 - (iii) Technical specifications must be generic in nature meeting the requirements of the Institute. Brand or brand specific technical specifications must be avoided.

- 5) **Proprietary / Monopoly items** – The initiating department shall certify if any item is proprietary or monopoly item of any vendor / service provider with the reasons / justification and supporting document / information.
- 6) **Support to the Purchase Department** – Initiating department shall provide support regarding potential suppliers, market trends, past experiences, price justification etc.
- 7) **Recommendation / Opinion for Procurement** – The initiating Department would provide its recommendation / opinion regarding quality, quantity, specifications, price , extension of contract etc. in respect of the procurement whenever required.

3. Responsibilities of the Purchase Department

The Purchase Department shall be responsible for:-

- 1) Registration of vendors for general and routine items of consumption and regular updation of the list of registered vendors by adding new vendors at least once in a six month; the procedure for registration is given in **Annexure - '3'**.
- 2) Maintenance of rate contract for general and routine item of standard goods / services and timely review thereof as per market conditions;
- 3) Procurement of goods and services in accordance with the procurement process as given in this purchase policy, financial prudence and common prevailing practices;
- 4) Obtaining, maintaining and administering the Performance Guarantees as per the terms of the tenders;
- 5) Refund of EMD to the unsuccessful bidders as per the terms of the Tender;
- 6) Processing the payments as per the purchase / work order including the levy of penalty wherever applicable;
- 7) Administration of Warranty / Guarantee in consultation and coordination with the user department;
- 8) Compliance with the terms and conditions of the Tender and Purchase / Work Order in each case of procurement;

The Purchase Department shall ensure to comply with the budgetary provisions and DOFP while discharging its aforesaid responsibilities.

4. Responsibilities of the Purchase Committee

The Purchase Committee shall be responsible to –

- 1) Recommend the procurement of the goods/ services to the competent authority on the basis of:-

- (i) Administrative approval of the competent authority for the proposed procurement;
 - (ii) Approval of the concerned committee of the council , wherever applicable/ required ;
 - (iii) Outcome of the tendering process completed as per this purchase policy and submitted to the committee for consideration by the Dte. of Purchase;
 - (iv) Justification for the quality , quantity and price of the proposed procurement keeping in view the overall interest of the institute;
- 2) For the purpose of discharge of its responsibilities, the Purchase Committee may -
- (i) advise the Dte of Purchase to seek clarification/ recommendation from the user department/ vendor on proposals placed before it for consideration ;
 - (ii) may obtain expert opinion by engaging independent expert.
 - (iii) recommend to the concerned authority / department for improvement in the procurement;
 - (iv) issue advisory to concerned Directorate(s) regarding lapses in procurement process;
 - (v) recommend any proposal placed before its consideration to the competent authority / concerned committee of the council for consideration and decision;
 - (vi) consider and advise on any other matter in the larger interest of the Institute and its stakeholders.

5. Responsibilities of the Competent Authority

The Competent Authority while approving the initial proposal for procurement or approving the procurement of Goods / Services shall keep in view the -

- 1) proposed procurement is in line with the decisions / policies of the Council / Committees wherever applicable;
- 2) procurement of high value / capital items is properly justified;
- 3) objectives of the procurement are clearly laid down for high value / capital items;
- 4) overall interest of the Institute and stake holders;

CHAPTER - 3

Modes and Procedure of Procurement

1. Modes and Procedure of Procurement

Depending upon the total estimated cost involved, urgency and availability of time, the procurement shall be made by following the modes given hereunder:-

- 1) Reserved / Kendriya Bhandar / DGS&D / DAVP / PSU / Gift items
- 2) Purchase without quotation
- 3) Purchase by Local Purchase Committee by market survey
- 4) Purchase under rate contract
- 5) Purchase by obtaining bids

The procedure under each mode is given hereunder:-

1) Reserved / Kendriya Bhandar / DGS&D / DAVP / PSU / Gift items

- (i) The Central Government, through administrative instructions, has reserved all items of handspun and hand-woven textiles (khadi goods) for exclusive purchase from Khadi Village Industries Commission (KVIC). It has also reserved all items of handloom textiles required by Central Government departments for exclusive purchase from KVIC and/or the notified handloom units of ACASH (Association of Corporations and Apex Societies of Handlooms). The Central Government has also reserved some items for purchase from registered Small Scale Industrial Units. Procurement of such items may be made from the reserved sources directly;
- (ii) Procurement from Kendriya Bhandar and DGS&D may be made directly at the approved rates;
- (iii) Services for advertisement and publicity may be availed of at approved DAVP rates;
- (iv) Gift items which may be procured from PSU / government agencies like Central cottage Industries, State Emporiums, etc.;

2) Purchase without Quotation

Purchase of goods upto the value of Rs. 20,000/- (Rupees Twenty Thousand) on each occasion may be made directly from the market without inviting quotations or bids with the approval of the competent authority. However, the demand for goods shall not be divided into small quantities to make piecemeal purchases to avoid the necessity of initiating tender process and obtaining the sanction of higher authority required with reference to the estimated value of the total demand.

3) Purchase by Local Purchase Committee through Market Survey

(i) Single Purchase

Purchase of goods costing above Rs. 20,000/- (Rupees Twenty Thousand only) and upto Rs. 1,00,000 (Rupees One Lakh only) may be made on the recommendations

of a duly constituted Local Purchase Committee consisting of officials of an appropriate level as decided by the Competent Authority. The committee will survey the market/ consider the recommendation of User Department to ascertain the reasonableness of rate, quality and specifications and identify the appropriate supplier.

The Committee shall ensure from at least three vendors of the similar item that the proposed prices are the lowest available in the market.

Before recommending procurement, the members of the committee will jointly record a certificate as under:-

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

The recommendation of Local Purchase Committee will be placed before Purchase Committee

(ii) More than Single Purchase

Where the item to be purchased through Market Survey is of the same and standard type in all respects (like Laptops, Computers, Mobiles, Batteries etc), in such case the Competent Authority on the recommendation of the Head of the Dte of Purchase, may approve procurement of more than one quantity provide the total value of the procurement is not more than Rs. 15 lakh where the procurement through Open & Advertised Tender is applicable.

4) Purchase under rate contract

The Purchase Department shall maintain rate contracts for goods and services of standard types, which are identified as items of common use and are needed on recurring basis by various Departments.

The rate contract shall be concluded either through the Limited Tender Enquiry or Open Tender Enquiry as may be applicable on the basis of estimated cost of procurement in a financial year based on the estimated consumption.

The Dte of Purchase shall prepare and maintain list of items in broad Groups to ascertain the estimated consumption and total estimated cost thereof in a financial year to decide the mode of procurement and maintaining the rate contract. For example – stationery, paper, envelopes, computer stationery, photocopy papers, pen, pencils etc shall form one Group;

Rates should be finalized at least for one year but the rates should also be monitored for any downward revision. In case of downward revision the rates should be re-decided.

Rates should be compared with DGS&D / Kendriya Bhandar and generally the rates should not be more than the rates offered by DGS&D / Kendriya Bhandar.

5. Purchase by obtaining bids

Procurement not covered under the aforesaid modes shall be made through tendering process by obtaining bids as follows:-

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

The process for each mode of procurement through tender is given hereunder:-

(i) **Single Tender Enquiry –**

Procurement through a single tender may be resorted to in the following circumstances:-

- a. **Proprietary / monopoly items** - It is in the knowledge of the Purchase / User Department that only a particular firm is the manufacturer of the required goods and a certificate is provided by the head of the Dte. Of Purchase / User Department in Form placed at **Annexure - '4'**.
- b. **Emergency** - In case of emergency, the required goods are necessarily to be purchased from a particular source and the reasons for such a decision is to be recorded and approval of competent authority be obtained.
- c. **Standard / Compatible Goods / Services** - Standard / Compatible equipment, machine, spare parts, technical services, maintenance services etc. to the existing sets of equipment (on the advice of a competent technical expert and approved by the competent authority), may be purchased from a selected firm.
- d. **New and Innovative Goods / Services** – The new and innovative goods / service may be procured / availed of on the recommendation of the Purchase Committee and with the approval of the Executive Committee
- e. **Exceptional Circumstances** - The exceptional conditions for such decisions after recording reasons and approval of the competent authority. Such conditions may be like :-
 - Calamities
 - Supplier has exclusive right
 - No suitable substitute
 - Tender held for several dates/ times, but no bidder quoted successfully or no bid is received.
 - Possibility of a new source is remote

(ii) **Limited Tender Enquiry**

(A) Procurement through Limited tender enquiry will be adopted when estimated value of the goods to be procured is up to Rs. 15,00,000/- (Rupees Fifteen Lakhs only).

The following points shall be followed while adopting mode of Limited Tender Enquiry:-

- (a) Copies of the bidding document may be sent to all the following firms:-
- (i) Existing suppliers for the goods in question;
 - (ii) Empanelled suppliers for the goods in question;
 - (iii) List of prospective suppliers provided by the user department;
 - (iv) Suppliers list available on the internet;
 - (v) Any other possible source to identify higher number of bidders.
- (b) Tender document shall be placed on the website of the Institute in the Tender Section.
- (c) At least fifteen days' time shall be allowed for submission of bids in limited tender enquiry cases unless a shorter duration is approved by the competent authority in case of urgent requirement.
- (d) The number of qualified bidders shall be not less than three for award of contract to the successful bidder -

Provided that in case of less than three qualified bidders and the estimated value is more than Rs. 5,00,000 then the items shall be re-tendered through Open Tender;

Provided further that in case of less than three qualified bidders and the estimated value is upto Rs. 5,00,000 then the items shall be re-tendered through Limited Tender Enquiry;

Provided further that in case of re-tendering either through Open Tender or Limited Tender Enquiry as stated above, the contract may be awarded to the lowest bidder even if the qualified bidders are less than three on the recommendation of the Purchase / User Department regarding quality of the goods and justification of price.

(B) Purchase through limited tenders may be adopted even where the estimated value of procurement is more than Rs. 15,00,000/- but less than Rs. 25,00,000/- under following circumstances :-

- a) The competent authority in the Institute approves that the demand is urgent and additional cost involved by not procuring through open tender enquiry is justified in view of urgency. Nature of urgency and reasons why the procurement could not be anticipated needs to be recorded;
- b) There are sufficient reasons, to be recorded in writing by the competent authority, indicating that it will not be in Institute's interest to procure the goods through open tender enquiry;
- c) The sources of supply are definitely known and possibility of fresh sources beyond those being tapped is remote.

(iii) **Open and Advertised Tender Enquiry**

- a) Procurement of Goods / Services of more than Rs. 15,00,000 (Rupees Fifteen Lakhs only) shall be made through Open and Advertised Tender Enquiry;
- b) Open and Advertised Tender Enquiry may also be adopted in other cases on one or more of the following considerations :-

- List of sufficient number of prospective bidders is not available for the Limited Tender Enquiry;
 - Source of supply not clearly known;
 - Advertising is expected to elicit better response;
 - The known supplies are suspected to have formed a ring/ cartel;
 - Where it is not possible to freeze the technical specifications;
 - To generate more competition for quality and price.
 - Retendering process in case of less than required bids.
- c) Open Tender Enquiry shall be made through advertisement in at least two widely circulated newspapers, one in English and another in Vernacular and shall also be placed on the Institute's website under the Tender Segment.
- d) At least twenty one days' time shall be allowed for submission of bids unless a shorter duration is approved by the competent authority in case of urgent requirement.
- e) The number of qualified bidders shall be not less than three for award of contract to the successful bidder.

Provided further that in case of less than three qualified bidders, the items shall be re-tendered through Open Tender. The contract may be awarded to the lowest bidder even if the qualified bidders are less than three in the tendering on the recommendation of the Purchase / User Department regarding quality of the goods and price justification.

2. EXPRESSION OF INTEREST

An 'Expression of Interest' (EOI) may be called in case of any new item of procurement where the technical specifications are not available or the sources of supply are not known or any other such justified reason. EOI shall be followed by the procurement process.

CHAPTER - 4

Terms and Conditions of the Tender Document

IMPORTANT TERMS AND CONDITIONS TO BE INCORPORATED IN THE TENDER DOCUMENT

- 1) **Single Bid or Two Bid** – the Tender document should clearly specify whether the tender is based on single bid or two bid system. Generally, in case of high value items or items of technical nature or technical services or capital goods, the tender should be called on two bid system.

In case of Two Bid System, the financial bids of all the technically qualified bidders shall be opened and the contract shall be awarded to the lowest financial bidder.

Generally, all the bidders who are technically qualified should be treated at par and the decision for awarding of contract should be based on the lowest financial bid. However, in case of goods / services of highly technical nature where expertise of highest standard are required, equal weightage for technical bid and financial bid may be assigned with the prior approval of the competent authority unless a higher weightage to either of the two is approved by the competent authority. Where any such weightage is to be assigned, the same shall be disclosed in the Tender document.

2) **Earnest Money Deposit (EMD)**

The EMD is required to ensure that only the genuine supplier submit their quotations to have the competitive rates. Amount of EMD should ordinarily range between two percent to five percent of the estimated value of the goods to be procured and the same will be as under:

Sl.No.	Particulars	Remarks
1	For estimated cost up to Rs.50 Lakh	2% of the estimated cost.
2	For estimated cost more than Rs.50 lakh	Rs.1lakh + 1% of the excess of estimated cost of above Rs.50 lakh

The EMD may be accepted either in the form of Account Payee Demand Draft / Banker's Cheque from any of the scheduled bank in favour of the Institute or in Cash against acknowledgement.

The EMD of the bidder shall be forfeited in the following circumstances:-

- (i) the bidder withdraws his bid;
- (ii) the bidder does not accept the Purchase / Work Order;
- (iii) the bidder fails to supply goods / services as per the terms of the Tender and Purchase / Work Order.
- (iv) any other justified reasons e.g. misleading or wrong information in the Bid, violation of the terms and conditions of the Tender, involvement in forming ring / cartel, submission of multiple bids in different names etc.

The EMD to the successful bidder shall be refunded after the receipt of the goods as per the terms of purchase order or receipt of Performance Security whichever is earlier. The EMD to the unsuccessful bidder should be refunded within 30 days after award of the contract / work order.

EMD is not required to be obtained in case of Registration of vendors, Single Tender Enquiry and purchase through Market Survey.

The bidders having valid registration and exemption from submission of EMD from NSIC, CPO, DGS&D, INS, Prasar Bharti, DAVP etc. may be exempted from submission of EMD at their request.

3) Performance Guarantee / Security

- (i) To ensure due performance of the contract, Performance Security is to be obtained from every successful bidder who has been awarded the contract. The vendors registered with NSIC, CPO, DGS&D etc. are also required to submit requisite Performance Security.
- (ii) Performance Security should be for an amount of not less than five per cent of the value of the contract. Performance Security may be furnished in the form of an Account payee Demand Draft / Banker's Cheque or Bank Guarantee from a Scheduled bank in an acceptable form safeguarding the Institute's interest in all respects.
- (iii) Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.
- (iv) EMD should be refunded to the successful bidder on receipt of Performance Security. If desired by the successful bidder in writing, the bid security may be converted into the Performance security and balance amount shall be deposited to complete the Performance Security.
- (v) The Competent authority on the recommendation of the Head of Dte. of Purchase may waive or reduce the amount of Performance Security in certain cases based on the merit.

4) Criteria and Parameters for Tender Evaluation – The Tender document shall contain the criteria and parameters on which the tender shall be evaluated and qualification / disqualification of the bidders shall be decided.

5) Technical Specifications – The technical specifications for the goods to be procured should be approved by the Head of the User Department. The following points shall be kept in mind in this regard:-

- (i) The specifications in terms of quality, type and quantity of the goods to be procured must be clearly spelt out keeping in view the specific needs of the Institute.
- (ii) Specifications so worked out should meet the basic needs of the Institute without including superfluous and non-essential features, which may result in unwarranted expenditure
- (iii) Technical specifications must be generic in nature; meeting the requirements of the Institute and brand or brand specific technical specifications must be avoided.

6) **Delivery Schedule** – The Delivery Schedule should be given in the Tender Document as per the requirements of the User Department.

7) **Payment terms**

Generally, the payment shall be made after delivery of the goods or completion of the service or installation and testing of the equipment as the case may be. However, advance or part payment may be considered as described below:-

(i) Advance Payment

It may become necessary to make advance payments in following type of cases:-

- (a) Advance payment demanded by firms holding maintenance contract for servicing of Air Conditioners, Computers, other costly equipment etc.
- (b) Advance payment demanded by firms against fabrication contract, turn-key contracts etc.
- (c) Such advance payments should not exceed the following limits:-
 - i. Forty percent of the contract value to private firms.
 - ii. Fifty percent of the contract value to a State or Central Government agency or a Public Sector Undertaking.
 - iii. In case of maintenance contract, the amount should not exceed the amount payable for six months under the contract.
 - iv. Ten percent of the contracted amount should be retained in case a defect liability period is specified in the contract.
- (d) While making advance payment as above, adequate safeguards in the form of Bank Guarantee etc should be obtained from the firm.
- (e) The competent authority may relax the above ceilings (including percentage laid down for Private Firms) as an exception on the recommendation and justification by the Head of the Dte. Of Purchase.
- (f) Upto 10% of the Contract value may be released to the contractor/supplier as mobilization advance against equivalent amount of Bank Guarantee issued by a Scheduled bank as per approved format of the ICSI. The mobilization advance amount paid shall be recovered from each of running bill on prorata basis.
- (g) In case of organizing programmers / seminars, the above will be considered on case to case basis subject to approval of organizing committee / competent authority / Programme Director.

(ii) Part Payment to Suppliers / Service Providers

Depending upon the terms of delivery incorporated in the contract, part payment to the supplier may be released after receipt of goods or against running bills in terms of the contract.

8) **Extension of the Contract** – The Tender document should contain provision for extension of the Contract at the option of the ICSI on the same terms and conditions or at the mutually agreed terms and conditions as may be deem fit by the Dte. Of Purchase based on the recommendation of user / initiator department.

9) **Liquidated Damaged (LD) Clause**

While awarding a contract, an LD clause should be included for levying penalty on the Supplier in case of delay in effecting delivery of goods as under:

- i. ½ per cent of total value of contract, for each day of delay, in case of goods are delivered within 7 days after the due date;
- ii. 1 per cent of total value of contract, for each day of delay, in case of goods are delivered beyond 7 days but upto 14 days after the due date;
- iii. 2 per cent of total value of contract, for each week of delay, in case of goods are delivered beyond 14 days subject to a maximum of 10% of total contract price;

Competent Authority may relax or waive the penalty in case the delay is due to reasons beyond the control of the supplier or on other justified grounds.

10) Validity of the Bid – The Bid should be valid for 90 days from the last date for submission of the Bid. Provision for extension of validity should be kept in the concurrence of the Bidder for a further period of 60 days.

11) Indemnity – A specific clause should be incorporated in the Bid document as well as in the Purchase Order that in case of failure to supply the goods / services of the ordered quantity / specifications / quality in the time schedule and at the agreed rates, the Institute shall have right to purchase the same from the market at the prevalent rate and the difference between the agreed price and purchase price would be recovered from the supplier. Further, if the supplied items are not in accordance with the ordered items then the Institute reserves the right to reject the whole lot or accept, whole or part supply, at less than the agreed / market price. Any loss to the Institute on this account shall be recovered from the supplier.

12) Annual Maintenance Contract (AMC) – In case of the tender for supply of equipment where AMC would be required after the expiry of warranty period then the rates for AMC for three years should also be obtained in the Tender.

The Institute should have option to include or exclude the amount quoted for AMC for price comparison. Similarly, Institute should have option to take / not take AMC from the bidder at the quoted rates.

13) Black-Listing – The Tender document should specify that a bidder would be liable to be black-listed under following circumstances:-

- Giving false, misleading or fake information / document in the bid;
- Withdrawing the bid after opening of the Financial bids;
- Refusal to accept Purchase Order at the quoted prices;
- Failure to supply goods of the ordered quantity / quality / specifications at the agreed rates within the time schedule;
- Adoption of any unethical or illegal practices;
- Any other justified reason.

Where any bidder / supplier has been black-listed, his EMD / Performance Security shall be forfeited after giving him an opportunity of being heard. The decision of the competent authority shall be the final and binding.

A register of such black-listed suppliers should be maintained by the Purchase Department and they should not be issued with any tender document / invitation to quotations subsequently during the period for which they are black-listed.

- 14) Arbitration Clause –** The Tender document should contain a clause that any dispute arising out of the contract should be referred to an arbitrator appointed by the Secretary of the Institute
- 15) Jurisdiction -** The Tender document should contain a clause that all the disputes arising out of the contract should be subject to settlement as per Indian Law and within the jurisdiction of the place where the office of the ICSI, which has awarded the contract, is situated.
- 16) Declaration –** The Tender document should contain declaration to be made by the bidder that:
- i) He has read and understood the terms and conditions given in the Tender Document;
 - ii) He is eligible for award of the contract as per the qualification criteria mentioned in the Tender Document;
 - iii) He accepts and agrees to all the terms and conditions of the Tender;
 - iv) He shall comply with all the terms and conditions of the Tender;
 - v) All the information / documents provided in his bid are true to the best of his knowledge and belief. If at any stage, the information / documents are found to be false, misleading or incorrect then his Bid / Purchase Order shall be cancelled at his cost and risk and he shall indemnify the Institute for the loss caused due to the cancellation and he shall be liable for penal / legal action including black listing.
 - vi) He understands that the Institute reserves the right to cancel the Tender at any stage or to cancel / reject any one or more bid without incurring any liability.

CHAPTER – 5.

Tendering Process

TENDERING PROCESS

The process of tendering shall comprise the following stages:-

- 1) Preparation of Bidding Document
- 2) Inviting Bids
- 3) Pre-bid Meeting
- 4) Receiving of the Tender
- 5) Opening of Bids
- 6) Technical Evaluation of Bids
- 7) Opening of Financial Bids
- 8) Evaluation of Financial Bids
- 9) Consideration and Recommendation by the Purchase Committee
- 10) Approval by the Competent Authority
- 11) Obtaining Performance Security
- 12) Issue of Purchase / Work Order (contents of work order)
- 13) Receipt of goods / availing of services
- 14) Release of payment
- 15) Enforcement of warranty / guarantee

Each stage is explained hereunder: -

1) Preparation of Bidding Document

For the purpose of transparent, competitive and fairness in the procurements and to secure best value for money, the following principles shall be followed while preparing the bid document and inviting bids:-

- (i) The bidding document shall contain all the necessary details regarding description of the goods / services, terms , conditions, stipulations, information, price bid etc.;
- (ii) the text of the bidding document should be self-contained and comprehensive without any ambiguities. All essential information, which a bidder needs for sending responsive bid, should be clearly spelt out in the bidding document in simple language;
- (iii) The specifications of the required goods should be clearly stated without any ambiguity so that the prospective bidders can send meaningful bids. In order to attract sufficient number of bidders, the specification should be broad based to the extent feasible. Efforts should also be made to use standard and generic specifications which are widely known to the industry.
- (iv) Criteria for determining responsiveness of bids, criteria as well as factors to be taken into account for evaluating the bids on a common platform and the criteria for awarding the contract to the responsive lowest bidder should be clearly indicated in the bidding documents.

- (v) Bids received should be evaluated in terms of the conditions already incorporated in the bidding documents; no new condition which was not incorporated in the bidding documents should be brought in for evaluation of the bids. Determination of a bid's responsiveness should be based on the contents of the bid itself without recourse to extrinsic evidence.
- (vi) Bidders should not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids.
- (vii) There may be empanelment of parties for providing goods and services of same kind/type. The parties may be empanelled in the L1 rate or in special cases in some other rates as per their quality and market standing.
- (viii) Revised Price Bids can also be called in sealed bids from all technically and commercially acceptable bidders, as the case maybe, when there is perceptible downward trend in market condition during process of evaluation subject to financial concurrence and approval of the Competent Authority.
- (ix) Cancellation of Tender

The provision should be kept in the Tender document that the Tender may be cancelled under the following circumstances;

- a) Where there specifications of the goods is not standard and generic.
 - b) Where tenders received do not fulfill the required specifications laid down in the Tender Notice even after techno-commercial clarification.
 - c) Where the price quoted appears to be unreasonably high or ring prices seem to have been quoted and there is possibility of getting lower rates.
 - d) Where there is sudden slump in the price of material in question after opening of tenders.
 - e) Requirement ceases to exist.
 - f) Any other reason in the interest of the Institute.
 - g) Reasons for cancellation of tender shall be recorded and approval to be taken from the Competent Authority.
- (x) The bidding document should contain, inter alia;
 - a) the criteria for eligibility and qualifications to be met by the bidders such as minimum level of experience, past performance, technical capability, manufacturing facilities and financial position etc.;
 - b) eligibility criteria for goods indicating any legal restrictions or conditions about the origin of goods etc. which may required to be met by the successful bidder;
 - c) the procedure as well as date, time and place for sending the bids;
 - d) date, time and place of opening of the bid;
 - e) terms of delivery;
 - f) Special terms affecting performance, if any.

- (xi) There shall be a standard tender document which shall be legally vetted by the Dte. of Law. In case of change in standard clauses, the same should be vetted by the Dte. of Law.

A bid document should be in the format as given in **Annexure – '5'** as far as practicable / applicable.

2) Inviting Bids

The bids shall be invited in the following manner:-

- (i) the bids shall be invited as per the mode specified for the Limited Tender Enquiry and Open Tender Enquiry.
- (ii) the time for submission of bids shall be as specified for Limited Tender Enquiry and Open Tender Enquiry.
- (iii) bid document shall be – priced at Rs. 200/- and 500/- for Limited and open tender respectively and normally price for the bid document should not be more than Rs. 500/- unless higher prices are approved by the competent authority.
- (iv) the bidders should be given option to buy bid document physically at the counter or to ask bid document by post / courier or to download the bid document from the website of the Institute by paying the cost of the bid document with the bid.
- (v) the bidder should be allowed to submit the bids in person or by post / courier. For the purpose of submission of bids in person, the time and place should be clearly specified in the bid document. For the purpose of submission of bids by post / courier, the name, designation and address of the person to whom the bids are to be addressed should be given in the bid document.
- (vi) there should be clear and bold declaration in the bid document that late bids shall not be entertained and the Institute shall not be responsible for any postal / courier delay.
- (vii) In case of two bid system, it should be clearly and boldly stated that the technical bid and the financial bid should be sealed by the bidder in separate covers duly superscribed and both these sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed.**

3) Pre-bid Meeting

In case of turn-key contract(s) or contract(s) of special nature for procurement of sophisticated and costly equipment, a suitable provision is to be kept in the bidding documents for a pre-bid meeting for clarifying issues and clearing doubts, if any, about the specifications and other allied technical details of the plant, equipment and machinery projected in the bidding document. The date, time and place of pre-bid meeting should be indicated in the bidding document. This date should be sufficiently ahead of bid opening date.

Pre bid query should be replied to the prospective bidders through Purchase Cell only.

4) Receiving of the tender

The Bids may be required to be submitted by the bidders by placing them in the Tender Box kept at the designated office of Institute, or sent by Registered Post so as to reach before the date and time for opening of the Bids. Tender Box will always be kept locked. Bids received by ordinary/Regd. Post/personally handed over to Purchase Cell. The R&I Section will maintain separate register for the bids received by them through post /handed over to them personally by bidders. The Receiving Section will put date and time of the receipt on each envelope of the bid and hand over the same to Purchase Cell on day to day basis for dropping in the Tender Box. In no circumstances the envelope containing the Bids will be opened or destroyed by Receiving Section. All late bids on receipt will be handed over to the Purchase Cell on day to day basis for necessary action.

5) Opening of Bids

- i. The bids should be opened on the last date for submission of the bid after the time for submission of the bid has expired on the day.

Provided that in case it is not possible to open the bids on the same day, as stated above, the bids shall be opened on the next working day with the reasons recorded by the Head of the Purchase Department.

The bidders shall be allowed to be present at the time of opening of quotations.

- ii) The quotations / bids shall be opened in the presence of at least 3 officers drawn from different Directorates. The officers present shall sign each quotation and paper received with the quotation and all the quotations received should be entered in a Register giving date and time of opening of tender, name & address of the party, brief description of item etc. and the same should be signed by the officers in the Register. After signature all the quotations so received should be handed over to the Purchase Department. While signing, members should take care to initial any amendments / corrections in the quotations.
- iii) In case of two bid case system, only the technical bids shall be opened on the day of opening of the bid and the envelopes containing the financial bids duly signed by the officers on the envelopes shall be kept safe and secure by the Dte. Of Purchase which shall be opened only after technical evaluation.

6) Technical Evaluation of Bids – In case of two bids system, the technical evaluation of the bids shall be carried out by the Technical Evaluation Committee. The Committee shall evaluate and give its recommendations keeping in view the following parameters:-

- i) The evaluation shall be done on the parameters specified in the tender document and no additional parameter shall be added in the evaluation process;
- ii) The Committee, with the approval of the competent authority, may obtain opinion of an expert regarding the technical aspects of the evaluation in case it is felt necessary;

iii) The Committee may call the bidders for making presentation before the Committee provided such provision has been made in the tender document and the criteria for presentation and evaluation thereof has been clearly specified therein;

iv) The Committee may visit premises of the bidder, the clients of the bidder and call further information to verify the claims made by the bidder in its bid;

Provided that where Technical Committee is not required, the User / Initiator Department on the basis of quality check will do the the technical evaluation

v) The Committee shall clearly mark the technical qualified and disqualified bidders along with reasons for qualification and disqualification in its recommendations.

7) Opening of Financial Bids – In case of two bid system, the financial bids shall be opened only in respect of the technically qualified bidders. The financial bids shall be opened in the presence of at least 3 officers drawn from different Directorates and they will sign on each financial bid. Any correction / over-writing in the financial bid shall be certified by the officers.

The technically qualified bidders shall be intimated at least 3 days in advance about the date, time and place for opening of the financial bids. However, in case all the bidders are local then a Notice of one day in advance would be sufficient. Such bidders shall be entitled to be present while opening the financial bids.

8) Evaluation of Financial Bids – The financial evaluation of the bids shall be made by the Dte. Of Purchase by preparing a comparative statement. The following points must be kept in mind while preparing the comparative statement for submission to the Purchase Committee:-

(i) Comparison shall be made between the similar items in terms of quality, size, durability etc.;

(ii) Components (basic price, taxes, duties, etc.) of the final price shall be the same for each bid so that the final prices are comparable;

(iii) Any special condition by the bidder should be clearly highlighted in the comparative statement;

(iv) All material facts that would enable the Purchase Committee to decide the purchase of right quality and quantity at the lowest price shall be brought out in the comparative statement of quotations;

The Dte of Purchase shall submit the Comparative Statement to the Purchase Committee in the Format contain in **Annexure – 6**.

9) Consideration and Recommendation by the Purchase Committee – The Purchase Committee shall weigh all the factors and make its recommendations regarding the suppliers to be selected giving due importance to the quality and price of the items / services. The Purchase Committee shall also keep in view the overall interest of the Institute while recommending any procurement.

- 10) Approval of the Competent Authority** – The comparative statement of quotations / bids and original quotations / bids along with recommendation of the Purchase Committee should be put up to the competent authority by Purchase Department by a note for its approval of the rates and supplier.
- 11) Obtaining Performance Security / Guarantee**
- (i) To ensure due performance of the contract, Performance Security is to be obtained from the every successful bidder who has been awarded the contract. The vendors registered with NSIC, CPO, DGS&D etc. are also be required to submit requisite Performance Security.
 - (ii) Performance Security should be for an amount of not less than five per cent of the value of the contract. Performance Security may be furnished in the form of an Account payee Demand Draft / Banker's Cheque or Bank Guarantee from a Scheduled bank in an acceptable form safeguarding the Institute's interest in all respects.
 - (iii) Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.
 - (iv) Bid security should be refunded to the successful bidder on receipt of Performance Security. If desired by the successful bidder in writing, the bid security may be converted into the Performance Security and balance amount shall be deposited to accomplish the Performance Security.
 - (v) The Competent authority on the recommendation of the Head of Dt.e of Purchase may waive or reduce the amount of Performance Security in certain cases based on the merit.
- 12) Issue of Purchase / Work Order (contents of Purchase / Work order)**
- (i) Purchase Orders shall be placed strictly in accordance with the approval within the validity period.
 - (ii) In order to create a valid contract, reference of Tender document, bid and other relevant documents and correspondences shall be embodied / referred in the Purchase Order.
 - (iii) The Purchase Order shall be signed "for and on behalf of the Company" by an officer as per provision of D.O.P.
 - (iv) The Purchase Order shall be sent to the successful bidder in duplicate advising to return the duly signed second copy confirming acceptance of offer within 7 days from the date of the Purchase Order. However, it should be mentioned that even if the same is not received, the Purchase Order will be treated as a Contract.
 - (v) Copies of Purchase Orders shall be sent to the Finance, Stores and user Departments.

- (vi) The Purchase Order shall be in the format as per **Annexure – ‘7’** as far as applicable. Special terms and conditions wherever required shall be incorporated in the Purchase Order.
- (vii) Amendment to Purchase Orders can be issued if acceptable to both the parties. All amendments involving financial implication shall have to be approved by the Competent Authority.
- (viii) For additional requirement of the materials which has been procured in the near past, repeat order may be given, if the goods supplied by the vendor are of better quality and meeting the specific requirement.
- (ix) Service Level Agreement (SLA) wherever applicable shall be part of work order and SLA could be signed by HOD of the user department.

13) Receipt of Goods / Availing of Services

(i) Receipt of Goods

- a) The dealing official in the goods receiving department, on receipt of goods, shall:-
 - i) Check / Inspect the goods to ensure that the goods received are of requisite specifications, quality and quantity as per the terms of the Purchase Order;
 - ii) Certify the Delivery Challan regarding receipt of quantity and condition of the goods received along with date of receipt;
 - iii) Record the item-wise quantity of goods received in the stock Register;
 - iv) Prepare Goods Receipt Note in triplicate in a Form given in **Annexure – ‘8’**.
- b) In cases where it is not possible to do counting / verification immediately, a stamp would be put indicating subject to the verification of quantity of goods on the delivery challan. Subsequently, the items can be checked and other activities mentioned in point No. a (i) above may be completed.
- c) If the item is of consumable nature and quantity received is more than the purchase order the item received upto variance of 10% may be accepted with the approval of Director concerned and if the variance is more than 10%, specific approval of competent authority should be obtained.

(ii) Availing of Services

In case of availing of services, the concerned official in the User Department shall certify and confirm that the services provided by the service provider are satisfactory and as per the terms and conditions of the Work Order.

14) Release of Payment

On receipt of the Bill supported by Delivery Challan from the supplier and Goods Receipt Note from Stores / User Department or certification about satisfactory provision of services, the Purchase Department will check the same with reference to the terms in the contract. After entering the details of bill in the relevant records, they should forward the bill along with Goods Receipt Note and Delivery Challan to

the Dte. of F&A, for arranging its payment at least ten working days before the due date of payment as per the Contract / Purchase Order. In case any deductions are to be made on account of short delivery, late delivery etc. the same shall be clearly mentioned in the Note forwarded to the Dte. Of Finance & Accounts for release of payment.

The Dte. of Finance & Accounts should scrutinize the bill with reference to the rate quoted in the Work Order / Contract / Purchase Order, the quantity ordered as per the purchase order and the quantity certified as having been received as per GRN / Delivery Challan and satisfy that these are in order. On being satisfied the correctness, the bills are to be processed and make the payment to the supplier at least three working days before the date of payment by transferring the payment through banking channels (RTGS/NEFT). On specific request of the supplier in writing, the Institute may entertain request for early payment of bills from the due date of payment as per Contract / Purchase Order.

15)Enforcement of warranty / guarantee

A warranty clause should be incorporated in every contract, requiring the supplier to, without charge, repair or rectify defective goods or to replace such goods with similar goods free from defect. Any goods repaired or replaced by the supplier shall be delivered at the buyers premises without costs to the buyer.

CHAPTER – 6

Printing Jobs

1. Special Procedure, Terms and Conditions for Printing Jobs

1) Selection / empanelment of Printing Presses

The printing jobs are to be outsourced on **turnkey basis** i.e the printing press have to use their own paper for the printing job.

A panel of Printing Presses will be prepared which are capable of undertaking the work relating to the Institute's activities and have the rates for different categories / types of jobs approved three years.

Provided that the Institute reserves the right to terminate the contract with any one or more of the empaneled Press after one year.

Provided further that Institute may revise the prices of the paper upward or downward after a period of not less than six month prospectively from the date of Purchase Order or from the date of previous revision, as may be applicable.

Provided further that the Secretary of the Institute shall constitute a Committee to examine and recommend upon the revision of the paper prices as and when required and the Committee shall take into consideration the information / documents provided by the Press for revision, market conditions and other relevant factors before submission of its recommendation.

Before finalizing the panel of printers and the rates, the Technical Evaluation Committee consisting of one representative each from Dtes. of Academic / Professional Development, Purchase and F&A should visit the Presses who have been shortlisted for empanelment to assess their capabilities to undertake Institute's job's and submit their recommendations. These recommendations are to be taken into consideration before finalization of the printer.

2) Requisition for Printing

The user departments shall submit '**Print Requisition**' in Form provided at **Annexure- '9'** for printing giving details of items, quantity required to be printed and the date by which the item is required along with a specimen copy (wherever applicable). The requisition should be sent to the Purchase Department well in advance to enable them to issue Print Order and get the job executed in time.

3) Placing of Print Orders

On receipt of the Print Requisition, the Directorate of Purchase is to issue the Print Order on the Press in accordance with the Purchase Order.

The Print Order should include the following details:

- (i) Name of printer (to whom job is assigned);
- (ii) Items- required to be printed;
- (iii) Quantity to be printed;
- (iv) Rates;
- (v) Date by which the material has to be supplied;
- (vi) Place where the printed material should be sent;
- (vii) If material is to be supplied in parts, it should be specifically mentioned;
- (viii) Terms of payment;
- (ix) Detailed description of items required to be printed with regard to number of plates, negatives, quality of paper, etc.;
- (x) Penalty clause for non-supply of material on time;
- (xi) Any other information;
- (xii) Percentage of waste to be allowed on paper concerned;

4) Register of Print Orders

The Directorate of Purchase should maintain a Register containing the following details to monitor the progress of Print Orders placed and to pursue the same till the material is supplied and their bills are cleared

- (i) Date of issue of print order;
- (ii) Print order number;
- (iii) Items;
- (iv) Quantity in numbers;
- (v) Quality;
- (vi) Date by which the job is to be completed;
- (vii) Approved quantity of paper to be consumed;
- (viii) Date of completion of job;
- (ix) Items received note number;
- (x) Date and value of bills received.

2. Applicability of all other provisions of this Purchase Policy

In additions to the special procedures, term and conditions as stated under Point 1 above, all other provisions of this Purchase Policy contained in Chapters 1 to 5 shall be applicable for Printing Jobs and selection / empanelment of the Printing Presses.

CHAPTER – 7

Miscellaneous

1. Applicability to Regional Offices, Chapters, ICSI-CCGRT, Centers of Excellence and other establishments of the Institute

The provisions contained in this Purchase Policy shall apply to the Regional Offices, Chapters, ICSI-CCGRT, Centers of Excellence and other establishments of the Institute *mutatis – mutandis* except where specific provisions have been made for them.

2. Applicability to disposal of scrap, obsolete / discarded assets, buy-back offers, outsourcing of services etc

The provisions contained in this Purchase Policy shall apply to disposal of scrap, obsolete / discarded assets, buy-back offers, outsourcing of services etc *mutatis – mutandis* in the best interest of the Institute.

3. Removal of Difficulties, relaxations, interpretations etc.

The President of the Institute shall be authorised to-

- (i) Remove difficulties in implementation of the Purchase Policy;
- (ii) Relax any provision in the interest of the Institute;
- (iii) Interpret the provisions keeping in view the interest procurement and interest of the Institute;
- (iv) Take all necessary steps and measures for effective and efficient procurements in the interest of the Institute.

4. Special Power of the Council

The Council shall have special power to decide any matter of procurement which is not covered in the Purchase Policy.

Delegation of Financial Power

THE INSTITUTE OF COMPANY SECRETARIES OF INDIA

PURCHASE REQUISITION FORM

Sl. No.

Date

From

To

1. Please arrange to supply us the following items as per particulars given below:-

S.No.	Detailed Specifications	Stock in Hand as on date	Date by which the quantity is required	Likely consumption during the intervening period	Quantity required

2. Justification for the quantity requisitioned _____

3. Name of the Budgetary Head to which the amount is to be booked _____

Budget provision as per the approved budget _____

Less :

Amount utilized (prior to instant proposal) _____

Balance Available _____

Expenditure as per the instant proposal _____

NET BALANCE AVAILBLE _____

4. Competent authority as per DOFP for approval of the aforesaid procurement _____

5. Approval of the competent authority attached or approval is obtained on the Purchase Requisition.

Signature of the Competent Authority

Signature of the Departmental Head

REGISTRATION OF VENDORS

1. A standard procedure will be followed to register capable and reputed vendors / manufacturers of common user items and various service providers generally engaged by the Institute. The procedure to be followed is as given below:-
 - a. Categorize all the common user items in broad groups based on their commonality and nature.
 - b. Ascertain the approximate quarterly/yearly consumption of these based on past consumption patterns.
 - c. Invite request for Registration through advertisement at least once in a six months and the advertisement should be placed on the website of the Institute also suitably.
 - d. The advertisement should contain the details about description of the items, estimated quantum and other relevant details to attract reputed and capable vendors / manufacturers. A draft advertisement and form for application is placed at **Annexure – B-1**.
 - e. Efforts should be made to forward advertisement through e-mail to as many firms as possible to target maximum number of firms to ensure better competition and services.
 - f. All required conditions which a firm must fulfil before it is considered for registration must be spelled out clearly.
 - g. A minimum of 21 days' time should be given to the bidders to respond from the date of publication of advertisement.

2. The Dte. of Purchase shall examine and verify the requisitions received for Registration and submit to the Purchase Committee with details of:-
 - (a) All the bids received;
 - (b) Bids rejected with reasons;
 - (c) Bids recommended for registration.

The recommendations of Purchase Committee shall be placed before the competent authority for approval.

3. Suppliers will be registered for a fixed period between 1 to 3 years depending on the nature of the goods.

4. At the end of this period, the registered suppliers willing to continue with the registration are to apply afresh for renewal of registration.

5. New supplier(s) may also be considered for Registration at any time, provided they fulfil all the requisite conditions.

6. This panel of registered suppliers will be tapped for all types of purchases except when going in for open tender or single tender process due to the nature of items.

(DRAFT ADVERTISEMENT FOR REGISTRATION)

Registration of Vendors for Supply of ----- items

The Institute of Company Secretaries of India herein after referred as “Institute” is a statutory body constituted under an Act of Parliament, i.e. the Company Secretaries Act, 1980. It is functioning under the overall administrative jurisdiction of Ministry of Corporate Affairs, Government of India having its Headquarters at “ICSI House”, 22 Institutional Area Lodi Road, New Delhi-110 003. The Institute has its headquarters at New Delhi, Regional Offices at Kolkata, Delhi, Chennai & Mumbai, Centre for Corporate Governance, Research & Training Centre at Navi Mumbai, 69 Chapters.

The Institute invites expression of interest from the interested parties for Registration for supply of various ----- items to the Institute. The last date of receipt of application is on or before _____.

The interested vendors / manufacturers may submit the application in the format enclosed to this Notice in a sealed envelope super scribing “**Registration for Supply of ----- Items**” addressed to:-

**The Chief Executive
The Institute of Company Secretaries of India
‘ICSI House’, 22 Institutional Area
Lodi Road, New Delhi 110 003**

The above may be submitted / dropped in a sealed tender box kept at _____ or the same may be sent by post at the above address.

The Institute shall not be liable for any postal delays what so ever in receipt of the applications and the applications received after the stipulated date and time shall not be entertained. Incomplete application received shall be summarily rejected.

The Institute reserves the right to accept or reject any or all applications without assigning any reason at its sole discretion.

(Head of Purchase Cell)

APPLICATION FOR REGISTRATION OF VENDORS

1 Description of Items for which Registration is requested

Sr. No.	Items
1	
2.	

- 2 Interested parties / agencies should apply for Registration with the Institute by furnishing following details:
 - a. Name of the party
 - b. Address (Please enclosed a copy of the address proof)
 - c. Contact Numbers (M) _____ / e-mail ID _____
 - d. PAN / TIN Number
 - e. Service Tax Registration No.
 - f. Other Registrations (NCCF / DGS&D etc)
 - g. Area of interest for rendering/supplying various items
 - h. Details of existing clients
 - i. Date of incorporation
 - j. Copy of audited annual accounts, if available
 - k. Whether trader or manufacturer
 - l. An undertaking that the firm has never been blacklisted by any of the client(s) on any of the reasons whatsoever
 - m. Any other information, the party/agency desires to share with the Institute

- 3 The agency / vendor can submit application for registration for supply of single or more items in one application;

- 4 The short listed/successful parties / agencies will be communicated regarding registration with the Institute;.

- 5 The applicant shall have to deposit a non-refundable fee of Rs. 3000/- by way of DD in favour of 'The Institute of Company Secretaries of India' payable at New Delhi with the application.

- 6 For any clarification, the vendors may contact Mr. _____, Administrative Officer, ICSI (Phone No.: 011 – _____);

- 7 The registered vendor may be required to deliver goods at Institute's offices at Lodi Road & NOIDA (Sector 62);

- 8 Institute reserves the right to reject or accept the application for registration without assigning any reason.

9. Mere registration shall not entitle vendor to receive order for supply. Registration is only for the purpose of sending Tender enquiry

PROCUREMENT OF PROPRIETARY / MONOPOLY ITEMS

This is to certify that the following items are required to be purchased from M/s. _____

- (i) Items to be procured - _____
- (ii) Quantity to be procured – _____
- (iii) Estimated Cost of the procurement – _____
- (iv) Details of previous procurements, if any (quantity, date of procurement and the price) – _____
- (v) No other make or model is acceptable for the following reasons:

- (vi) Approval of the competent authority vide _____

The budget is available for the aforesaid procurement and the rates are justified.

Signature of the Head of the Purchase / User Department

DATE : _____

FORMAT OF BID DOCUMENT

CONTENTS OF THE TENDER DOCUMENT

- 1. General Instructions to the bidders**
 - (i) Brief Introduction of ICSI
 - (ii) Details / Description of goods / services
 - (iii) Single / Two Bid
 - (iv) Availability of Bid Document
 - (v) Cost of Bid Document
 - (vi) Date, Time & Place for submission of Bid including Mode of submission
 - (vii) Earnest Money Deposit (EMD) – Amount, Mode and Refund of EMD
 - (viii) Validity of Tender
 - (ix) Signing and Sealing of Tender
 - (x) Late Tender
 - (xi) Alternation and Withdrawal of Tender
 - (xii) Opening of Tender
 - (xiii) Contact details of the Tender

- 2. Special Conditions of the Tender**
 - (i) Eligibility / Qualification for the Bidder
 - (ii) Technical / Financial / other criteria for scrutiny and evaluation of the bids
 - (iii) Right to accept / reject all or any of the Bid / Tender
 - (iv) Performance Guarantee
 - (v) Issue of Purchase / Work Order
 - (vi) Extension of Contract
 - (vii) LD Clause
 - (viii) Indemnity Clause
 - (ix) Black-Listing Clause
 - (x) Resolution of Disputes i.e. Arbitration Clause
 - (xi) Jurisdiction
 - (xii) Force Majure Clause

3. Schedule of requirements and terms of delivery
4. Technical and Quality specifications
5. Price Schedule
6. AMC Clause and Rates
7. Warranty / Guarantee
8. Payment Terms
9. Contract form
10. Other standard forms, if any
11. Declaration by the Bidder

NOTE : The contents under each Clause may be included as given in the Purchase Policy at appropriate place.

Comparative Statement of the Financial Bid

1. **Details of the Tendered Items** (Name, Qty. Estimated Cost, Place of Requirement etc)
.....

2. **Details of the Requisition & Tender**

- User / Initiator Dte
- Date of Receipt of Purchase Requisition from the User / Initiator Dte.....
- Tender No. & Date
- Last date for submission of Tender.....

3. **Details of Technical Evaluation –**

- Date of constitute of the Technical Evaluation Committee
- Date of submission of Report by the Technical Evaluation Committee
- **Recommendation of the Technical Evaluation Committee (Report may be attached)**

A. Qualified Bidders-

SI No.	Name of the Technically Qualified Bidders	Marks, if applicable
1		
2		
3		

B. Disqualified Bidder -

SI No.	Name of the Technically Disqualified Bidders	Reasons for Disqualification
1		
2		

4. **Comparative Financial Statement of the Qualified Bidders**

Sl. No.	Name of the Bidder	Price Quoted (Rs.)	Ranking	Last Purchase Price	Remarks
1					
2					

5. **Recommendations of the User / Initiator Dte, –**

6. **Special consideration for the Purchase Committee to be considered before submission of its recommendation –**

7. **This is to confirm that the all the comparative statement has been prepared as per the terms & conditions of the Tender, Report of the Technical Evaluation Committee and all the material facts have been included in this Statement which may affect the decision of the Purchase Committee.**

Dealing Officer

Head of the Dte of Purchase

FORMAT OF PURCHASE / WORK ORDER

S.No.	Particulars
1	Name of the Party
2	Subject
3	Reference of tender / enquiry and correspondence exchanged
4	Scope of supply / work of the party
5	Scope of supply / work /approval of sample by the ICSI
6	Contract price with break-up of price as annexure
7	Taxes
8	Delivery / completion period
9	Place of delivery
10	Payment terms
11	Security Deposit / Performance Guarantee
12	Warranty / Defect Liability Period
13	Penalty / Bonus
14	Breakdown Response
15	AMC charges after defect liability period
16	Indemnity Clause
17	Statutory compliance
18	Force majeure
19	Arbitration
20	Jurisdiction

NOTE : Purchase Order shall have five copies for distribution to (i) the Supplier (ii) Dte. of Finance & Accounts (iii) Receiving / User Department (iv) Purchase Department and (v) Master Copy

GOODS RECEIVED NOTE

S.No.

Date

The following materials have been received from
(name of the vendor) against their Challan / Bill No. dated
and our Purchase Order No.

S.No.	Description of the Goods	Quantity as Per Purchase Order	Net Quantity Received	Short Excess / received	Whether Goods are in good condition (YES / NO)	Remarks

We hereby certify that the above items have been taken into our stock and have been entered on Page No. of the Stock ledger. A sample copy is sent herewith for verification / information please.

Section Officer

Dealing Assistant

Copy to :

1. Dte. of Purchase
2. Dte. of Finance & Accounts
3. Indenting Department

PRINT REQUISITION

Date

Please arrange to print and deliver the following material:

SI No.	Item Details	Qty.	Date by which it is required	Stock in Hand	Remarks

This is to certify that:

1. the quantity available in the stock has been verified and this Requisition is placed after taking into account the available stock;
2. the above requisitioned quantity is justified keeping in view the requirements;
3. the above items are required for
..... (give justification)

Dealing Officer

Departmental Head