

**PROCUREMENT
MANUAL**



SUPPORT

Support to Development.....

(Society for upliftment of people with people's organization and Rural Technology)
DVC Colony, Behind Hanuman Mandir, Hazaribag, Jharkhand
Phone : 06546 – 266742 (O), 9431185632 (M)
Email : bsguptahzb@rediffmail.com /supporthzb@gmail.com
Website: www.supportjharkhand.org

Forwards

SUPPORT (Society for Upliftment of People with People's Organization and Rural Technology) is a non-profit, voluntary organization nurture potentials and capabilities of the marginalized sections of the Society and endeavour to link with credit and work with them for realizing and optimally utilizing their potential for holistic development with several programs of different funding agencies and by voluntary sources in the state of Jharkhand and beyond the state boundary.

The "Procurement Manual" provides the essential information and brief step by step procedures for procurement of goods, works and services. This document is intended to guide the procurement officials directly involved in the procurement activities. It also intends to help in understanding the procurement processes and to achieve uniformity in procurement processes followed under the project. The rights and obligations of the purchaser and the contractor of goods and works will be governed by the tender documents and by the contracts signed by the purchaser with the contractor and not by the guidelines stated in this document.

The information provided in this manual would serve as guidelines and would be subject to change, from time to time as SUPPORT grows as an organization. Hence we treat this Manual as a dynamic document. The Management reserves the right to modify the provisions of this manual as and when required.

The designated Secretary of the Organisation shall be the custodian of this policy and responsible for its updation and communication. The final Interpretation of this Policy shall vest with Executive Committee, who may consult with the Executive Committee, at his/ her discretion.

I am sure that this manual will serve as an important tool for a fair and transparent Procurement norms in the society that will serve the vision of SUPPORT. I warmly appreciate the efforts

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introduction

SUPPORT (Society for Upliftment of People with People's Organization and Rural Technology) is a non-profit, voluntary organization registered under Indian Trust Act, 1882. We are working in Hazaribagh and adjoining districts within the state of Jharkhand (India). The organization was founded in the year 1998 by a team of young social activists and professionals from different streams. The founders were actively involved in community development initiatives of Holy Cross Social Service Centre and formed the institution with inspiration of Holy Cross Social Service Centre and the missionary values of charity and empowerment. Since its inception SUPPORT is spreading these values to reinforce the development initiatives in remote locations with the marginalized communities. The organization has been instrumental in extension of services to benefit the poorest communities in remote rural areas and establish successful pilot models with active involvement of the community. For the humble contribution to the society we have been awarded as best NGO of the district by National Agriculture Bank for Rural Development (NABARD) in the year 2006. Time to time State govt. has also awarded for outstanding social development work.

The foundation stones of "SUPPORT" were laid on the 10th July 1998 by some of the experienced people who were highly sensitive to the cause of deprivation of the poverty stricken masses highly moved by the condition of the poor people trapped in the vicious circle of poverty they decided to devote their entire lives in the nation building process. With the sole purpose of optimum utilization of the locally available human, natural & institutional resources a voluntary organization "SUPPORT" was initiated.

Vision

"SUPPORT" visualizes an equitable, peaceful, just and value based society free from and discrimination based on economic status, gender, caste and religion.

Mission

The Mission of "SUPPORT" is to organize and empower the marginalized sections of the society through Self Initiatives and Right Based Approach enabling them to manage their own economic, social, educational and political affairs in an ethical and sustainable manner.

This manual is developed based on procurement framework and methodology suggested by the Financial Management Rules, GoI (2005); Financial Management and Procurement Manual of Sarva Shiksha Abhiyaan, MHRD, GoI; Stores Purchase Rules methods in various states.

Support Vision on Procurement

SUPPORT believes that procurement should result in timely, high quality and cost-effective outputs. The objective is *not to find the cheapest provider but to find the provider who offers the best Services for the cost.*

The SUPPORT recognizes that its procurement activities should fundamentally the following:

- Respond to the needs of its projects and ensure improvements in the respective project work
- To be simple, transparent and fair
- To be subject to rigorous oversight
- To provide equal opportunity to eligible suppliers.

1. Procurement of Goods, Civil Works and Non-Consulting Services

In general, the methods of procurement for goods, non-consulting services and works followed in the SUPPORT will be:

1. Open Tender
2. Limited Tender
3. Local Shopping with 3 quotations
4. Petty Purchase- without quotation
5. Single Tender
6. Rate Contract
7. MoU Contract

Open Tender

Open Tender is the preferred method of procurement for goods and works. This method involves competitive bidding to generate adequate competition in order to ensure reasonable prices. The criteria used in the evaluation of tenders and the award of contracts is made known to all bidders in a timely manner and not applied arbitrarily

Items Procured:

Goods, Equipment, Raw Materials, Construction Works, Plant and Machinery, etc.

Applicable Conditions and Steps in Procurement Process (2,00,000 and above for goods and work)

- (i) Invitations to bid under Open Tender shall be advertised in at least one widely circulated national/State daily newspaper or in the official organization website, or on a widely used website or electronic portal, in English, with free national and international access. This shall be done at least 10 days prior to the deadline for the submission of bids.
- (ii) Issue of tender documents using the Model Bidding Document with a minimum period of 10 days (and 07 days for value below) from the date of advertisement for purchase and submission of tenders.
- (iii) The range of the tender amount is more than 2,00,000 and above for goods and work
- (iv) Evaluation and Selection of lowest evaluated responsive tender based on post qualification. Issuing purchase order with details of items, price, delivery, liquidated damages, pre/post-delivery inspection provisions, warranty and other essential terms and conditions
- (v) No price negotiations allowed, even with the lowest evaluated responsive bidder. If the lowest evaluated responsive bid exceeds the pre-bid cost estimates by a substantial margin, causes may be analyzed and consider requesting new bids. Alternatively, the procuring entity may negotiate with the lowest evaluated bidder to try to obtain a satisfactory contract through a reduction in the scope and/or a reallocation of risk and responsibility which can be rejected in a reduction of the contract price
- (vi) Rejection of all tenders is justified when tenders are not substantially responsive. The procuring entity shall review the causes and make revisions to the conditions of contract, design and specifications, etc., before inviting new tenders
- (vii) Even if there is one responsive tender, the selection process shall be completed and contract awarded. If the rejection of all tenders is due to lack of competition, wider advertising shall be considered

Limited Tender (≤20,000 to ≤2,00,000)

Limited Tender is used for goods and works where a large supplier/contractor base exists and an open tender is not expected to vary the pricing conditions. It involves comparing tenders obtained from several suppliers, usually at least three to ensure competitive prices. As far as possible, Limited Tender enquiries will be issued to those firms, which are borne on the list of approved contractors/suppliers. It is the responsibility of the procuring entity to maintain the details of the process of identification and selection of the contractors/suppliers so that a fairness and transparency of the process is maintained. The minutes of the Procurement committee shall detail the process of identification of the short list for limited tender. In all possible cases, original sources like manufacturers, authorized dealers shall be considered. Normally goods and maintenance of equipment estimated to cost upto the financial threshold suggested in this manual may be procured under contracts awarded under the Limited Tender system (value thresholds per contract).

Items Procured:

Goods, Equipment, Raw Materials, Construction Works, Plant and Machinery, etc.

Applicable Conditions and Steps in Procurement Process

- (i) Identifying items for purchase with quantity,
- (ii) Laying down specifications for the items identified,
- (iii) Identifying likely agencies from whom quotations can be invited (minimum 3, but 6-08 agencies would ensure better response and more competitive rates)
- (iv) Issuing letters of invitation based on approvals, 07 Days time shall be given for submission of offers (There will be no sale of Tender Documents, as suppliers/contractors are identified and approached directly by the procuring entity)
- (v) The range of procurement amount under limited tender is ≤20,000 to 200000 for goods and Work
- (vi) The selection process shall be completed only when 3 responsive tenders are received. Processing offers received, obtaining orders of competent authority for placing of orders for supply
- (vii) Issuing purchase order with details of items to be supplied, price, delivery, liquidated damages, pre/post-delivery inspection provisions, warranty and other essential terms and conditions
- (viii) No special preference will be accorded to any bidder either for price or for other terms and

conditions when competing with state-owned enterprises, small-scale enterprises or enterprises from any given State or foreign bidders

- (ix) No price negotiations allowed, even with the lowest evaluated responsive bidder. If the lowest evaluated responsive bid exceeds the pre-bid cost estimates by a substantial margin, causes may be analysed and consider requesting new bids. Alternatively, the Procuring Entity may negotiate with the lowest evaluated bidder to try to obtain a satisfactory contract through a reduction in the scope and/or a reallocation of risk and responsibility which can be rejected in a reduction of the contract price.

Local Shopping (≤20,000)

Local Shopping involves comparing price quotations obtained from several local suppliers, usually at least three to ensure competitive prices. Shopping should be carried out with appropriate record keeping for verification and audit. Shopping should not be used as an expedient to by-pass more competitive methods or fraction large procurement into smaller ones solely to allow the use of Shopping. It can be used to procure small amounts of off-the-Shelf goods or Standard Specification Commodities or Simple Civil Works for which more competitive methods are not justified on the basis of cost or efficiency.

Items Procured:

Goods, Equipment, Raw Materials, Construction Works, Plant and Machinery, etc.

Applicable Conditions and Steps in Procurement Process

Note: Procurement through this method would require referring to DGS&D rate contracts and Kendriya Bhandar products in the first instance.

- (i) Issue a request for quotations, it may be posted in the notice board of the institution and issued to all suppliers who are enlisted for supply or from database published by Manufacturers Associations, Yellow Pages, Industry Journals, other departments, etc. (There will be no sale of Tender Documents, as suppliers/contractors are identified and approached by the Institution)
- (ii) 7 Days time shall be given for submission of quotations
- (iii) This will be in range of ≤20,000 for goods and work
- (iv) Quotations shall be received in writing as per format
- (v) The selection process shall be completed only when 3 quotations are received. Evaluate

quotations by preparing comparative statement.

- (vi) Issue a purchase/works order with details of items to be supplied, price, delivery, warranty and other essential terms and conditions
- (vii) No special preference will be accorded to any bidder either for price or for other terms and conditions when competing with state-owned enterprises, small-scale enterprises or enterprises from any given State or foreign bidders

Note: Directorate General of Supplies and Disposals (DGS&D) under Ministry of Commerce and Industry is a central purchase and quality assurance organisation. List of registered firms, expired registered firms and banned firms is provided. Website:<http://dgsnd.gov.in/>

Petty Purchase (≤10,000 for goods)

Petty Purchase can be used when purchasing articles or group of articles estimated to cost less than the financial ceiling given in this manual. No tenders/quotations are required. Only goods can be purchased of the value Rs. ≤10,000.

Items Procured:

Office stationery, common commodities etc.

Applicable Conditions and Steps in Procurement Process

For Stationery, Commodities and similar routine items under goods and for repair, refurbishment works. To be used in the absence of Rate Contracts No need for following a competitive process Maximum ceiling of 5% of the annual budget can be spent using this method Should have approval of the Implementing Officer .

Single Tender

Single Tender involves contracting without competition (single source) and may be adopted in case of articles which are specifically certified as of proprietary nature or in cases where only a particular firm is the manufacturer of the articles required.

Items Procured:

Goods, Equipment, Construction Works, Plant and Machinery, etc.

Applicable Conditions and Steps in Procurement Process

Single Tender is applicable under following circumstances:-

- An existing contract for goods/works, awarded in accordance with competitive procedures, may be extended for additional goods of a similar nature. It may be justified that no advantage could be obtained by further competition and that the prices on the extended contract are same.

-Provisions for such an extension, if considered likely in advance, shall be included in the original contract.

- Standardization of equipment or spare parts, to be compatible with existing equipment, may justify additional purchases from the original Supplier.

The required equipment is proprietary and obtainable only from one source.

- The Contractor responsible for a process design requires the purchase of critical items from a particular Supplier as a condition of a performance guarantee.

- In exceptional cases, such as in response to natural disasters. All single tender cases should have a justification note prepared and signed by Implementing Officer and have prior approval from the next higher authority and mandatorily from secretary of the organisation, subject to their delegated financial limit to authorize an expenditure and also subject to prior review requirements established based on value threshold per contract in this manual.

The justification note should explicitly discuss how the proposed procurement has mitigated the risks on account of fraudulent practices like collusion and coercion and reputational risks.

Rate Contract

Rate Contracts: It is contracting for the supply of goods, and works at specified rates during the period covered by the contract. DGS&D may be referred, Rate contracts established by State level agencies or corporations shall not qualify for Single Tender method.

Items Procured:

Office stationery, common commodities etc.

Applicable Conditions and Steps in Procurement Process

List of admissible Rate Contracts will be those issued by DGS &D, if any. Maximum limit for a contract using the DGS&D rate contract shall be INR 25,00,000.00. For issuing contract under DGS&D Rate Contracts (RC), the procurement entity shall ensure that the item

procured is under a valid RC and the supplier is either the original manufacturer who holds the RC from DGS &D or an authorized supplier/dealer. In case of using an authorized supplier/dealer, the procurement entity shall obtain a copy of the specific authorization letter from the original contract holder in favor of the supplier/dealer.

MoU Contract – Based on the good service performance and quality parameters maintained by existing vendors/firms, MoU contract valid for 1 year with the same rate and quality will be considered for purchase/work order provision

PROCUREMENT OF SERVICES

Less than estimated value of Rs. 20,000 will be given directly by the order of CEO/Secretary. More than Rs 20,000 but below Rs 2, 00,000 will be finalized through inviting Limited Tender and above

Rs 2, 00,000 will be finalized through following the open tender norms as E-Tender or Hard Copy sealed envelop

Identification of Need

The identification of need shall emerge from the approved budgets and Other Work Plans. SUPPORT will engage Consultants when:

- An efficient allocation of resources by providing specialized services for limited amounts of time.
- have expert knowledge, experience and transfer skills which will help in upgrading the knowledge base and capacity of the SUPPORT
- can offer independent advice on the most suitable approaches, methodologies, and solutions for any issues

Development of Terms of Reference for Services

Once the SUPPORT has identified the need for services, it shall develop a ToR for the Consultant. The ToR will contain sufficient information to present proposals and provide a statement of the Scope of Work consistent with the objective of the assignment.

The ToR, will include the following points:

- Objectives of the assignment
- Scope of work
- Activities to be performed

- Expected deliverables and timelines

Selection Committee

Selection Committee headed by CEO/Secretary will be formed in instances of limited and open tendering for purposes of evaluating EoIs . The size and composition of this Evaluation and Selection Committee will be determined by the organization.

- Selection Committee headed by CEO/Secretary will not have less than three members in case of limited tendering and not less than four members in case of open tendering.
- Selection Committee headed by CEO/Secretary may nominate a competent person for the signing of the Contract.

Identification of Potential Consultants

SUPPORT will maintain a roster of individuals and firms for getting their services. In case of direct contracting is applicable, a potential Consultant will be identified from the prepared roster or pool of Consultants OR Resource persons.

Expression of Interest

The EoIs will request sufficient information so as to judge the consultants' capabilities either individual or firm in relation to the ToR. The EoI will seek, in a specified format, details of the organization, descriptions of similar assignments undertaken by the organization and details of staff available to undertake the proposed task.

7 days will be provided for responses to request for EoIs. Place for submission of EoIs will be clearly mentioned in all communications and advertisements. No EoIs will be accepted beyond the specified deadline.

Issue of RFP

The Request for proposal for a specific assignment will provide all the information necessary for short-listed Consultants to prepare their bids OR Task.

It will contain the following:

- A Letter of Invitation clearly mentioning the details of work.
- ToR

- Format of Technical and financial bid/Proposal
- Schedule and mode of Payment

Right to Cancel Tender or EOI

SUPPORT has the right to cancel a tender at any time without providing any reason and may re-tender the same at its discretion in case of in some special cases.

Minimum Qualifying Tenders

To avoid the cost and time wastage associated with the re-tender of consultancy packages wherever possible, the SUPPORT will re-tender only when there is a single tender.

Evaluation of Bids

The evaluation shall be undertaken by the Selection Committee Headed by CEO/Secretary and a report on the evaluation of technical proposals will be prepared for approval.

Payment Provisions and Mobilization Payments

Payment provisions, including the schedule of payments and payment procedures, shall be included in the TOR. Payments may be made through Cheque or DD / RTGS/Bank Transfer. No any cash payment will be done. Payment will be done after deducting the TDS.

Validity of Bids

Extension of the bid validity period will be discouraged. However, whenever an extension of the bid validity period is requested by bidders shall not be permitted to change the price or other conditions of their bid.

The Tender will remain valid for six weeks beyond the stated period of the validity of the bid. It will be returned to unsuccessful bidders after the contract has been signed with the winning bidder. However, no interest will be paid on the same.

Professional Liability

The consultant is expected to carry out assignments, with due diligence and in accordance with prevailing standards of the profession which includes timely submission or completion of task in a qualitative manner.

Insurance

SUPPORT will not be liable for any insurance costs on behalf of its consultant,

Disclosure of Information

Consultants shall not disclose to any third party any confidential information obtained during or arising from their contract other than in the proper performance of the contract.

Alternative Bids

SUPPORT discourages submission of alternate bids, only one bid in response to a Tender. In exceptional cases, the Request may provide for alternative bids, including the additional format for submission and the basis on which that will be evaluated separately.

Handover of Equipment/Facilities

IF any equipment or hardware taken by a Consultant during discharge of services will be transferred or handed over to the SUPPORT after the completion of the contract period.

Applicable Law and Settlement of Disputes

All contracts either goods or services shall be governed by the procurement norms of the SUPPORT time to time modified as per govt. procurement norms/laws. All disputes will be settled at Hazaribag court only.

Delegated Financial Limits and Methods for Procurement at various Levels

The type of tendering to be followed for procurement of goods is presented in Below Table.

Estimated Value of Goods and services	Type of Tendering
Less than Rs. 20,000	Direct tendering/Contract
Rs. 20,000-2, 00,000	Limited Tendering
More than Rs. 2, 00,000	Open Tendering

S.N	Level	Headed by	Financial Limitation
1	Village/cluster level committee	Cluster level Animator/ head of VO	. Up to Rs.5000
2	Block level Committee	Block Programme Coordinator	Rs.5001-10000
3	District / Regional level committee	District /Regional Programme Coordinator	Rs. 10001-15000
4	Central level committee	CEO	Rs 15001-20000
5	Limited Tendering	Procurement committee	Rs 20001-200000
6	Open Tendering	Procurement committee	More than Rs. 2.00.000

(Note: Village, Block, and district level authorized person, group, has to take approval of requisition before procuring the goods and services.)

Members of the central level procurement committee:

Project Manager
Program Lead or Senior Program Manager
Chief Accountant
HR
Treasurer
CEO/Secretary

Organization level committee will be act as permanent and other hand project level committee will be act as fulfillment of project requirement only.

Project level procurement committee will consist the following members:

1. Project Manager
2. Project Accountant
3. Program Lead/Senior Program Manager
4. Treasurer
5. CEO/Secretary

Systems of Selection

In the procurement of goods and services under limited and open tendering, the SUPPORT may choose between the following systems of tendering:

- ·Least Cost Selection
- ·Quality and Cost-based Selection
- ·Reputed or authorized supplier or dealers

The low cost selection method will be applied for procuring goods of a standard nature.

Identification of Needs

The identification of need for goods shall emerge from the approved Project budgets and Work Plan of the organization.

Determination of Specifications

The determination of specifications for goods is considered important to ensure procurement that responds to the need identified and permit suppliers to bid competitively. The specifications shall, cover the proposed function of the goods; required numbers; quality, performance and output, standards, cost estimate, location, storage, installation and commissioning requirements, frequency of use, expected life time, warranty and guarantee expectations, spare parts provisions, operational requirements, including those for training of employees and servicing, etc. These shall be mentioned into ToR or contract sheet.

Formation of Selection Committee or procurement Committee

Procurement Selection Committee will be formed in case of limited and open tendering for purposes of evaluating bids.

- Committee will be formed before soliciting bids.
- Committee will not have less than three members in case of limited tendering and not less than four members in case of open tendering.
- PC approved by EC will nominate competent person for the signing of the Contract on behalf of SUPPORT.

Level and powers of Procurement committee:

SUPPORT will maintain the following levels of committees:

A-Direct Tendering/contract;

1. Village/cluster level committee
2. Block level Committee
3. District /Regional level committee
4. Central level committee at Hazaribagh

Maintenance of Records:

Following records will be duly maintained by the Organization

1. Purchase Book
2. Stock book
3. Issue book ,individual issue register
4. Fixed assets register
5. TDS file

Identification of Potential Suppliers

The SUPPORT can maintain a roster of firms or selected suppliers for one year.

In case of where limited tendering is applicable, potential bidders will be identified from this roster and Request for proposal will be issued to them only.

of where open tendering is applicable, the SUPPORT will solicit bid through advertisements in all leading local and state/national papers or in the organization website or other easily accessible electronic/web-sites and media.

Expression of Interest

The bid will request sufficient information so as to judge the suppliers' capabilities in relation to the specifications of goods sought to be procured. The EoI will seek, in a specified format, details of the organization including its institutional capacity and financial capacity.

Not less than 07 days will be provided for responses to request for bid, deadline and place for submission of bid will be clearly mentioned in all communications and advertisements. No any bid will be accepted beyond the specified dates/deadline.

SUPPORT will maintain a record of all records received and keep the submissions in safe custody.

Short-listing of Suppliers

The Request for proposal will provide all the information necessary for short-listed suppliers to prepare their bids which will contain the following:

- A Letter of Invitation clearly mentioning the names of all suppliers invited to bid
- Detail ToR
- Technical and financial application /format/Proposal
- Schedule and mode of Payment

Pre-bid Meeting

A pre-bid meeting will be organized by the organization where need is necessary.

Requests for Clarifications

Bidders will be allowed to request clarifications on the Request for proposal up to seven days before the submission deadline. The bidders may send their queries in writing and clarifications will be provided by the SUPPORT if needed appropriate. All clarifications will be made available

to all bidders in writing or e mail

Right to Cancel Tender

SUPPORT has the right to cancel a tender at any time without providing any reason and may re-tender the same at its discretion if required.

Evaluation of Bids

The evaluation shall be undertaken by the Procurement Committee and a final comparative chart /report on the evaluation of bid will be prepared.

Evaluation of Financial Proposals

The SUPPORT shall review the Technical and Financial Proposals, make adjustments to the Financial Proposal as appropriate and correct arithmetical or computational errors, if any.

Procurement Planning, Management and Supervision Arrangements

The First step in undertaking

Procurement is the establishment of a purchase committee. The committee would be responsible for reviewing the grouping of the items or services to be purchased, for preparing the procurement plan and procuring the needed goods/works/services as prepared by the Procurement Section/Unit. Procurement Committee will also convene the meeting to review Bid/Proposal Evaluation Report submitted by jointly Procurement and Technical Section. The composition of Purchase Committee at Central unit of the Support i.e Hazaribagh level may be as follows

1. Project Manager
2. Program Lead or Senior Program Manager
3. Chief Accountant
4. HR
5. Treasurer
6. CEO/Secretary

Procurement Planning:

Planning and adhering to procurement of various items in an orderly manner ensures an effective method of budget execution and expenditure management. Procurement by any project implementing entity at National, State and District level shall be undertaken in adherence to the following essential conditions:

- (a) Ensure that specific budget provision is available to meet expenditure in the financial year in which it is to be incurred.
- (b) Assess bulk requirement of goods, works and services for procurement at the beginning of the financial year and initiate action for procurement in accordance with the procedure applicable.
- (c) Ensure that procurement is made to the best advantage of the annual plan implementation after comparison of competitive prices.
- (d) Purchase of office equipment and furniture is in economic lots keeping in view the annual requirements.
- (e) Miscellaneous items of goods, works and services not covered by bulk requirement are to be purchased according to the actual requirement at different points of time during the financial year provided the value of goods, works and services so purchased is small and expenditure is met from within the sanctioned budget.

The procurement plan details should include:

- I. The particular contracts for the goods, works and/or services required to carry out the project during the financial year.

Record Keeping

Concerned Procurement staff should maintain all the records of issue, receipt, opening, evaluation of tenders, award of contracts i.e. all pre-order and post-order records in chronological order and store the files in an identified place such that it be retrievable for scrutiny whenever needed at any notice.

The records of complaint handling, correspondence with Procuring Entities, consultants, vendors etc. also should be kept separately and should be retrievable.

Procurement documents like Purchase order file, open and close order file, vendor record file, rate contract and purchase reports shall be maintained up to the period defined in Financial Management Rules (FMR) of Govt. of India. Purchase order forms (electronic or manual) and standard files for small Procurement can be designed to make the recording of most of the relevant data for small Procurement automatic. The procurement file and the contract administration file can be

coordinated by standard practice, so that nothing between tender opening (or proposal receipt) and notice of award is omitted.

As part of the filing and record keeping standard, a Contract wise Procurement File shall be maintained at every implementing entity mandatorily including the following Documentation: -

Procurement Plan, Need Identification documentation, acquisition planning information, and other pre-solicitation documents;

- Evidence of availability and approval of funds;
- Rationale for the method of procurement;
- Method and List of sources solicited;
- Independent cost estimate;
- Specifications, Statement of work/scope of services;
- Copies of published notices/advertisements of proposed contract action;
- Copy of the solicitation, all addenda, and all amendments;
- An abstract of each offer or quote;
- Comparative statement
- Minutes of Procurement Committee meeting referring to the particular selection;
- Notice of award to successful vendor;
- Record of any complaint/protest;
- Tender, Performance, Payment, or other bond documents, and notices to sureties;
- Required insurance documents, if any;
- Contract Copy; and - Notice to proceed.

Important Aspects to be Considered while undertaking Procurement

Advertisement

For Service Selection advertisement shall be issued in one English/Hindi and one local language newspapers or in the organization official website www.supportjharkhand.org.

Open Tender invitation to bid shall be advertised in at least one widely circulated national /state daily newspaper or in the official organization website, or on a widely used website or electronic portal, in English, with free national and international access.

Tender Documents

For procurement to be carried out, the tender documents shall furnish all information necessary for a prospective bidder to prepare a tender for the goods and/ or works to be provided. Tender documents should be made available to all those who request for them regardless of registration status and they should be allowed to bid. However, the request should be in writing. The bid/ tender document should invariably contain the following sections:

- Invitation for bids (IFB)
- Instructions to bidders (ITB)
- General terms & conditions
- Contract data including bill / schedule of quantities (BOQ)
- Award criteria
- Notification of award
- Execution of contract
- Quality control
- Payment terms
- Taxes and duties
- Completion certificate
- Warranty/ defect liability period
- Drawings
- Dispute resolution
- Arbitration
- Force majeure

The SUPPORT will not deny participation of any bidder. Organization will carry due diligence on the technical and financial qualifications of bidders to be assured of their capabilities in relation to the specific contract norms.

However,

A firm or individual declared ineligible by the state or central Govt or any Funding Agency shall be ineligible to provide goods or services.

Time for submission of Bids

Not less than 1 days for Local Shopping. Not less than 03 days for Limited Tendering. Not less than 05 days for Open Tender for value < 2,00,000 Not less than 07 days for Open Tender for value > 2,00,000 Not less than 14 days for EOI for any service method Not less than 30 days for RFP for any service method

Bid Opening

Bid Opening shall be done, immediately after closing submission of bids. Only single venue for submission and opening of Bids. Late Bids to be returned unopened.

The name of the bidder and total amount of each bid along with important conditions like excise duty, sales tax, delivery terms, delivery period, special conditions and discounts, if any, shall be read out at the time of bid opening. Withdrawal notices and modifications to the tender shall be read out first followed by the tender of the bidder. On the spot Comparative statement should be prepared and signed by all present.

Bid validity

~~Generally 30 days for Local Shopping. Generally 45 -60 days for Limited Tendering. Generally 90 days for Open Tendering. Generally 90 days for Service Contracts~~

Non responsive Bids which will be rejected

Unsigned bids. Not accompanying Bid Security as per value and valid duration in days, if required as per bid documents. Not meeting eligibility criteria, if any mentioned in the bid documents. Bids that have not quoted for the entire schedule/packing (if so required by Bid documents) and are not in the required currency as indicated in the bid documents. Not meeting the technical and financial capability as per specified tender evaluation criteria to successfully execute the contract.

No Negotiations

No Price negotiations with any bidder including the lowest evaluated bidder. If the lowest evaluated responsive bid exceeds the pre-bid cost estimates by a substantial margin, causes may be analysed and consider requesting new bids. Alternatively, the Procuring Entity may negotiate with the lowest evaluated bidder to try to obtain a satisfactory contract through a reduction in the scope and/or a reallocation of risk and responsibility which can be rectified in a reduction of the contract price.

Conflict of Interest

Suppliers are expected to observe the highest standard of ethics, and the SUPPORT will take appropriate action to manage conflict of interest and may reject a proposal for sanction, Suppliers will be expected to disclose in their submissions details of any circumstances, including personal, financial and business activities.

SUPPORT however reserves the right to reject any tender document in case of suspense or conflict

Joint venture or Associations

Suppliers may associate with each other in the form of a joint venture in their respective areas of expertise, strengthen the technical responsiveness of their proposals, make available bigger pools of skills, experts or experience, and provide better approaches and methodologies and in some cases offer lower prices.

Association may be also considered for the long term or for a specific assignment or contract of services.

Where a bid is submitted in one or more associates then, in the absence of a joint venture agreement the associate shall be deemed to be a sub-contractor to the bidder. However, the contracted suppliers will be fully responsible.

Documents Language

All documentation and communication relating to the procurement and use of assignment shall be prepared in either Hindi or English.

Repeat Orders applicable for Open Tendering

Quantities in contracts awarded may be increased up to 15% of the quantity originally ordered by repeat orders. In case of Service Contracts, all services that may require further repeat or downstream efforts, the ToR shall state the same up front

Rejection of all Proposals and Re-Invitation

(a) Tender documents usually provide that Procuring entity may reject all tenders. Rejection of all tenders is justified when there is lack of effective competition, or tenders are not substantially responsive. However, lack of competition shall not be determined solely on the basis of the number of bidders. If all tenders are rejected, the Procuring Entity shall review the causes justifying the rejection and consider making revisions to the conditions of contract, design and specifications, scope of the contract, or a combination of these, before inviting new tenders.

(b) If the rejection of all tenders is due to lack of competition, wider advertising shall be considered. If the rejection is due to most or all of the tenders being non-responsive, new tenders may be invited.

(c) Rejection of all tenders and re-inviting new tenders, irrespective of value, shall be referred to the competent authority for approval.

Storage

As all the goods needed/ procured cannot be consumed at one point of time, storage of goods is an inevitable process. Experience has demonstrated that properly packed good quality items do not deteriorate if stored systematically in

clean, dry and well ventilated environment. Therefore, it is necessary to store the goods properly. If quality assurance measures have been strictly followed during the manufacturing process, the conditions of the warehousing and storage play a major role in ensuring that quality goods reach final users in good condition. They should normally be left in their original packaging during storage.

Fraud and Corruption

Support has the right to reject a proposal for award or cancel an awarded contract if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

- **Corrupt practice** is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- **Fraudulent practice** is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- **Collusive practice** is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- **Coercive practice** is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a part and
- **Obstructive practice** is either deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts. Suppliers are expected to perform the highest ethical standards during procurement and execution of contracts.

The SUPPORT will:

- Reject a proposal for award/sanction if it determines that the bidder recommended for the award has directly or through an agent, engaged in corrupt, collusive, coercive and fraudulent practices in competing for the contract.

Annex-III

INVITATION FOR QUOTATIONS FOR SUPPLY OF
GOODS UNDER SHOPPING PROCEDURES

Ref. No. _____

Dated _____

To

Dear Sirs,

Sub: INVITATION FOR QUOTATIONS FOR SUPPLY OF

You are invited to submit your most competitive quotation for the following goods:

Brief Description of the Goods	Specifications*	Quantity	DeliveryPeriod	Place of Delivery	Installation Requirementif any

* Where ISI certification marked goods are available in market, procurement should generally be limited to goods with those or equivalent marking only.

1. The cost of Project and intends to apply part of the proceeds of this credit to eligible payments under the contract for which this invitation for quotations is issued.

Bid Price

- The contract shall be for the full quantity as described above. Corrections, if any, shall be made by crossing out, initialing, dating and re writing.
- All duties, taxes and other levies payable by the contractor under the contract shall be included in the total price.
- The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- The Prices should be quoted in Indian Rupees only.
- Each bidder shall submit only one quotation.

Validity of Quotation

Quotation shall remain valid for a period not less than 15 days after the deadline date specified for submission.

Evaluation of Quotations

The Purchaser will evaluate and compare the quotations determined to be substantially responsive i.e. which

- (a) Are properly signed ; and
- (b) Confirm to the terms and conditions, and specifications.

Quotations would be evaluated for all the item together/would be evaluated separately for each item.

[Select one of the options].

Award of contract

- I. The Purchaser will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price.
- II. Notwithstanding the above, the Purchaser reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.
- III. The bidder whose bid is accepted will be notified of the award of contract by the Purchaser prior to expiration of the quotation validity period. The terms of the accepted offer shall be incorporated in the purchase order.
- IV. Payment shall be made immediately after delivery of the goods. Advance payment is allowed upto maximum of 50% based on the scope of work
- V. Normal commercial warranty/ guarantee shall be applicable to the supplied goods.
- VI. You are requested to provide your offer latest byhours on (date).
- VII. We look forward to receiving your quotations and thank you for your interest in this project.

(Purchaser)

Name:

Address:

.....

Tel. No.....

Email id.....

Annex-IV

FORMAT FOR QUOTATION SUBMISSION
(In letterhead of the supplier with seal)

Ref. No. _____

Dated _____

To

Sl.No.	Description of goods (with full Specifications)	Qty.	Unit	Quoted Unit rate in Rs.	Total Amount	
					In figures	In words

Gross Total cost: Rs.

We agree to supply the above goods in accordance with the technical specifications for a total contract price of Rs. —
————— (Amount in figures) (Rupees ————— amount in words) within the period specified in the Invitation for Quotations.

We also confirm that the normal commercial warranty/ guarantee of ————— months shall apply to the offered goods.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

Signature of Supplier

Name:

Contact No.

*Applicable while the bids are being invited for more than one item and would be evaluated for all the items together. Modify where evaluation would be made for each item separately.

Annex-V

FORMAT FOR OPENING OF BIDS/ QUOTATION

File No. _____ Date & Time of Quotation Opening _____

Bid Issued for _____

Bid issued on _____

S/No.	Name and address of the bidder	Total Price in Rupees

It is certified that the above details were called out publicly in our presence:

S/No.	Name of the representative	Agency	Signature

Signatures of Purchase Committee Members (all 7 members)

S/No.	Name of Officers	Designation	Signature

Minutes of the meeting (questions/clarification sought by the agency and the clarification given)

Signature
(Chairperson Name)
Date:

Signature
(Member Name)
Date:

Signature
(Member Name)
Date:

Annex-VI
FORMAT FOR COMPARISON OF QUOTATIONS

Name of firm	Quotation No. & Date	Name of Item/s and (Price quoted) Rate		Remark (Additional Information)	Decision (Selected/Rejected with Reason)
1	2	3		4	5
		Item A	Item B		
		Price A	Price B		A seller can be rejected based on several reasons.
					Some of them are given below:
					The information
					provided in the quotation ^{is} incomplete;
					The supplier cannot
					deliver the supplies in the time required;
					The supplier does not
					have the capacity to deliver;
					The quoted price is high;
					The guarantees are not
					available (if applicable);
					The supplier can not provide a er sales
					support (if applicable).

Signature of
Member 1

Signature of
Member 1

Signature of
Member 1

(Signature of Purchase committee members)

Annex-VIII

INVITATION FOR QUOTATIONS FOR CONSTRUCTION
OF CIVIL WORKS UNDER SHOPPING PROCEDURE

To

Dear Sirs,

Sub: INVITATION FOR QUOTATIONS FOR CONSTRUCTION OF _____

1. You are invited to submit your most competitive quotation for the following works:

Brief Description of the Works	Approximate value of Works (Rs.)	Period of Completion

2. The _____ Project in _____ district _____ Block is being implemented by SUPPORT which is an autonomous society registered under the Societies Registration Act.

3. To assist you in the preparation of your quotation, we are enclosing the following:

- i. Layout Drawings of the works;
- ii. Structural Details;
- iii. Detailed Bill of Quantities, with estimated rates and prices;
- iv. Technical Specifications;
- v. Instructions to Bidders (in two sections).
- vi. Draft Contract Agreement format, which will be used for finalizing the agreement for this

Contract.

4. You are requested to provide your offer latest by..... hrs. on.....

6. Quotations will be opened in the presence of Bidders or their representatives who choose to attend at AM/ PM on _____ in the office of _____.

7. We look forward to receiving your quotations and thank you for your interest in this project.

(Employer)

Name: _____ Address: _____

Tel. No: _____

Email id. _____

6. Quotations will be opened in the presence of Bidders or their representatives who choose to attend at AM/ PM on _____ in the office of _____.

7. We look forward to receiving your quotations and thank you for your interest in this project.

(Employer)

Name: _____ Address: _____

Tel. No: _____

Email id. _____

Annex-IX

INSTRUCTIONS TO BIDDERS
SECTION-A

1. Scope of Works

The SUPPORT invites quotations for the construction of works as detailed in the table given below

Brief Description of the Works	Approximate value of Works (Rs.)	Period of Completion

The successful bidder will be expected to complete the works by the intended completion date specified above.

Qualification of the bidder

The bidder shall provide qualification information which shall include:

- (a) Total monetary value of construction works performed for each year of the last 3 years;
- (b) Income tax clearance certificate from the concerned IT circle;
- (c) Report on his financial standing; and
- (d) Details of any litigation, current or during the last 3 years in which the bidder is involved, the parties concerned and disputed amount in each case.

2. To qualify for award of the contract the bidder:

- (a) should have satisfactorily completed as a prime contractor at least one similar work of value not less than Rs. 500,000 in the last three years;
- (b) should possess valid electrical license for executing building electrification works (in the event of the works being sub contracted, the sub contractor should have the necessary license);
- (c) should possess required valid license for executing the water supply/sanitary works (in the event of the works being sub contracted, the sub contractor should have the necessary license);

Bid Price

- a) The contract shall be for the whole works as described in the Bill of quantities, drawings and technical specifications. Corrections, if any, shall be made by crossing out, initialing, dating and re writing.
- b) All duties, taxes and other levies payable by the contractor under the contract shall be included in the total price.
- c) The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- d) The rates should be quoted in Indian Rupees only.

Submission of Quotations

- 5.1 The bidder is advised to visit the site of works at his own expense and obtain all information that may be necessary for preparing the quotation.
- 5.2 Each bidder shall submit only one quotation.
- 5.3 The quotation submitted by the bidder shall comprise the following:
 - (a) Quotation shall be in standard format prescribed or notified
 - (b) Signed Bill of Quantities; and
 - (c) Qualification information form given in Section B duly completed.
- 5.4 The bidder shall seal the quotation in an envelope addressed to the. (Purchaser).
The envelope will also bear the following identification:
 - Quotation for(Name of the Contract)
 - Do not open before (time and date of quotation opening).
- 5.5 Quotations must be received in the office of the SUPPORT _____address not later than the time and date given in the letter of invitation. If the specified date is declared a holiday, quotations shall be received upto the appointed time on the next working day.

Any quotation received by the SUPPORT after the deadline for submission of quotations will be rejected and returned unopened to the bidder.

Validity of Quotation

Quotation shall remain valid for a period not less than 45 days after the deadline date specified for submission.

Opening of Quotations

Quotations will be opened in the presence of purchase committee of SUPPORT and successful bidder shall be notified for award

1. Information relating to evaluation of quotations and recommendations for the award of contract shall not be disclosed to bidders or any other persons not officially concerned with the process until the award to the successful bidder is announced.

Evaluation of Quotations

The Employer will evaluate and compare the quotations determined to be substantially responsive i.e. which

- (a) Meet the qualification criteria specified in clause 3 above;
- (b) Are properly signed ; and
- (c) Confirm to the terms and conditions, specifications and drawings without material deviations.

Award of contract

The SUPPORT will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price and who meets the specified qualification criteria.

- 10.1 Notwithstanding the above, the SUPPORT reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.
- 10.2 The bidder whose bid is accepted will be notified of the award of contract by the SUPPORT prior to expiration of the quotation validity period.

Period of Maintenance

The "Period of Maintenance" for the work is six months from the date of taking over possession or one full monsoon season whichever occurs later. During the period of maintenance, the contractor will be responsible for rectifying any defects in construction free of cost to the Employer.

- 2. Purchase of all construction materials including cement and steel as per the specifications (ISI certification marked goods wherever available) shall be the responsibility of the contractor.

SECTION - B

I. FORMAT FOR QUALIFICATION INFORMATION

For Individual Bidders

- 1.1 Principal place of business: Power of attorney of the signatory of Quotation. [Attach copy]
- 1.2 Total value of Civil Engineering construction work performed in the last three years (in Rs. Lakhs)
- 1.3 Work performed as prime contractor (in the same name) on works of a similar nature over the last three years.

Project Name	Name of Employer	Description of work	Contract No.	Value of contract (Rs. Lakhs)	Date of issue of work order	Stipulated period of completion	Actual date of completion	Remarks explaining reasons for delay and work completed

Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Value of Contract (Rs. Lakh)	Stipulated period of completion	Value of works* remaining to be completed (Rs. Lakhs)	Anticipated date of completion

*Enclose a certificate from Engineer concerned.

- 1.4 Proposed subcontracts and firms involved.

Sections of the works	Value of Sub-contract	Sub-contractor (name & address)	Experience in similar work

- 1.5 Evidence of access to financial resources to meet the requirements of working capital: cash in hand, lines of credit, etc. List them below and attach copies of support documents.
- 1.6 Name, address, and telephone, email id of the Bidders' bankers who may provide references if contacted by the Employer.
- 1.7 Information on litigation history in which the Bidder is involved.

Other party (ies)	Employer	Cause of dispute	Amount involved	Remarks showing present status

I. FORMAT FOR SUBMISSION OF QUOTATION

*Description of the Works:

To:

Subject : Construction of.....

Reference : Letter No.....dated.....from.....

Sir,

We offer to execute the Works described in your letter referred to above in accordance with the Conditions of Contract enclosed therewith at percentage above / below the estimated rates, i.e., for a total Contract Price of

Rs.** _____ [in figures] Rs. _____ [in words].

This quotation and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any quotation you receive.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

We hereby confirm that this quotation is valid for 45 days as required in Clause 6 of the Instructions to Bidders. Yours faithfully,

Authorized Signature:

Date:

Name & Title of Signatory :

Name of Bidder :

Address :

* To be filled in by the SUPPORT before issue of the Letter of Invitation.

** To be filled in by the Bidder, together with his particulars and date of submission at the bottom of this Form.

I. FORMAT FOR LETTER OF ACCEPTANCE CUM NOTICE TO PROCEED WITH THE WORK (ON LETTERHEAD OF THE SUPPORT)

Dated: _____

[Name and address of the Contractor]

To: _____

Dear Sirs,

This is to notify you that your Quotation dated for execution of the or the contract price of Rupees [amount in words and figures], is hereby accepted by us.

You are also requested to sign the agreement form and proceed with the work not later than under the instructions of the Engineer/Manager, and ensure its completion within the contract period.

With the issuance of this acceptance letter and your furnishing the Performance Security, contract for the above said work stands concluded.

Yours faithfully,

Authorized Signature
Name and title of Signatory

Annex-X

DRAFT AGREEMENT FORM FOR CONSTRUCTION THROUGH SHOPPING ARTICLES OF AGREEMENT

This deed of agreement is made in the form of agreement on day month ____ 20 , between the _____ SUPPORT or his authorized representative (hereinafter referred to as the first party) and _____ (Name of the Contractor), S/o _____ resident of _____ (hereinafter referred to as the second party), to execute the work of construction of _____ (hereinafter referred to as works) on the following terms and conditions.

2. Cost of the Contract

The total cost of works (hereinafter referred to as the "total cost") is Rs. _____ as reflected in Annex - A.

Payments under its contract:

Payments to the second party for the construction work will be released by the first party in the following manner:

On signing of agreement	:	25%	of	total	cost or	
				upto 50% as per need		
On reaching plinth level (first stage)	:	25%	of	the	total	cost
On reaching lintel level (second stage)	:	25%	of	the	total	cost
On reaching roof level (third stage)	:	15%	of	the	total	cost
of whole work (fourth stage)	:	10%	of	the	total	cost

(The above has been drafted for construction of school buildings; modify this suitably for other works)

Or in case 50% Advance payment and rest 50% after completion of NRM works basically Pond, Well etc

3.1 Payments at each stage will be made by the first party:

- (a) on the second party submitting an invoice for an equivalent amount ;
- (b) on certification of the invoice (except for the first installment) by the engineer nominated by the first party with respect to quality of works in the format in Annex B; and
- (c) upon proper and justified utilization of at least 50 % of the previous installment and 100 % of any prior installment.

Notice by Contractor to Engineer

The second party, on the works reaching each stage of construction, issue a notice to the first party or the Engineer nominated by the first party (who is responsible for supervising the contractor, administering the contract, certifying the payments due to the contractor, issuing and valuing variations to the contract, awarding extensions of time etc.), to visit the site for certification of stage completion. Within 15 days of the receipt of such notice, the first party or the engineer nominated by it, will ensure issue of stage completion certificate after due verification.

Completion time

The works should be completed in (months/weeks/days) from the date of this Agreement. In exceptional circumstances, the time period stated in this clause may be extended in writing by mutual consent of both the parties.

4. If any of the compensation events mentioned below would prevent the work being completed by the intended completion date, the first party will decide on the intended completion date being extended by a suitable period:
 - a) The first party does not give access to the site or a part thereof by the agreed period.
 - b) The first party orders a delay or does not issue completed drawings, specifications or instructions for execution of the work on time.
 - c) Ground conditions are substantially more adverse than could reasonably have been assumed before issue of letter of acceptance and from information provided to second party or from visual inspection of the site.
 - d) Payments due to the second party are delayed without reason.
 - e) Certification for stage completion of the work is delayed unreasonably.
5. Any willful delay on the part of the second party in completing the construction within the stipulated period will render him liable to pay liquidated damages. @ Rs. * per day which will be deducted from payments due to him. The first party may cancel the contract and take recourse to such other action as deemed appropriate once the total amount of liquidated damages exceeds 2 % of the contract amount.

(Note: The amount of liquidated damages per day should be determined at 0.05 % of the contract value of the works and indicated here).

6. Duties and responsibilities of the first party

- 8.1 The first party shall be responsible for providing regular and frequent supervision and guidance to the second party for carrying out the works as per specifications. This will include written guidelines and regular site visit of the authorized personnel of the first party, for checking quality of material and construction to ensure that it is as per the norms.
- 8.2 The first party shall supply specifications and guidelines to the second party for the proposed works.
- 8.3 Possession of the site will be handed over to the second party within 10 days of signing of the agreement.
- 8.4 The Engineer or such other person as may be authorized by the first party shall hold meeting once in a month where the second party or his representative at site will submit the latest information including progress report and difficulties if any, in the execution of the work. The whole team may jointly inspect the site on a particular day to take stock of activities.
- 8.5 The Engineer shall record his observations/instructions at the time of his site visit in a site register maintained by the second party. The second party will carry out the instructions and promptly rectify any deviations pointed out by the engineer. If the deviations are not rectified, within the time specified in the Engineer's notice, the first party as well as the engineer nominated by it, may instruct stoppage or suspension of the construction. It shall thereupon be open to the first party or the engineer to have the deviations rectified at the cost of the second party.

Duties and responsibilities of the second party

- 9.1 The second party shall:
- a) take up the works and arrange for its completion within the time period stipulated in clause 5
 - b) employ suitable skilled persons to carry out the works
 - c) regularly supervise and monitor the progress of work
 - d) abide by the technical suggestions/ direction of supervisory personnel including engineers etc. regarding building construction
 - e) be responsible for bringing any discrepancy to the notice of the representative of the first party and seek necessary clarification
 - f) ensure that the work is carried out in accordance with specifications, drawings and within the total of the contract amount without any cost escalation

- g) Keep the first party informed about the progress of work
- h) be responsible for all security and watch and ward arrangements at site till handing over of the building to the first party,
- i) Maintain necessary insurance against loss of materials/cash, etc. or workman disability compensation claims of the personnel deployed on the works as well as third party claims.
- j) Pay all duties, taxes and other levies payable by construction agencies as per law under the contract (First party will effect deduction from running bills in respect of such taxes as may be imposed under the law).

Variations / Extra Items

The works shall be carried out by the second party in accordance with the approved drawings and specifications. However, if, on account of site conditions or any other factors, variations are considered necessary, the following procedure shall be followed:

- a) The second party shall provide the Engineer with a quotation for carrying out the Variation when requested to do so by the Engineer. The Engineer shall assess the quotation, which shall be given within seven days of the request before the Variation is ordered.
- b) If the quotation given by the second party is unreasonable, the Engineer may order the Variation and make a change to the Contract Price which shall be based on Engineer's own forecast of the effects of the Variation on the Contractor's costs.
- c) The second party shall not be entitled to additional payment for costs which could have been avoided by giving early warning.

7. Securities

The Performance Security can be provided to the Employer in case of need or scope of work whichever is applicable

8. Termination

12.1 The SUPPORT (Employer) may terminate the Contract if the other party causes a fundamental breach of the Contract.

12.2 Fundamental breaches of Contract include, but shall not be limited to the following:

- (a) The contractor stops work for 28 days and the stoppage has not been authorized by the Engineer;
 - (b) The Contractor has become bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - (c) The Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- 12.3 Notwithstanding the above, the SUPPORT (Employer) may terminate the Contract for convenience.
- 12.4 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

9. Payment upon Termination

13.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law.

13.2 If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

10. Dispute settlement

If over the works, any dispute arises between the two parties, relating to any aspects of this Agreement, the parties shall first attempt to settle the dispute through mutual and amicable consultation.

In the event of agreement not being reached, the matter will be referred for arbitration by a Sole Arbitrator not below the level of retired Superintending Engineer, PWD to be appointed by the first party. The Arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding on both the parties.

Annex-XII

FORMAT OF CERTIFICATE

Certified that the works up to _____
level in respect of construction of _____ at
_____ have been executed
in accordance with the approved drawing and technical specifications.

Signature

Name & Designation
(Official address)
Office seal

Place:

Date:

Annex – XIII

MIS Reports
to be submitted Procurement committee to
CEO/Secretary. Procurement under Monitoring Reporting
(To be submitted immediately after process)

Sl No	Contract / Reference No. and Date	Brief Description of Procurement	Category Goods/ Works/ Services / Consultants/ Others	Method of Procurement	Estimated Cost (Rs)	Date of Issuing Invitation	Date of Receiving Quotations / Bids/ Proposals	No of Bidders Responded	No. of Bidders Found Fully Responsive	Contract Award Date	Contract Value	Contract Completion date	Name of Contractor/ Consultant	Remarks
											Rs	As per Contract	Actual	

Procurement Policy SUPPORT 2022

1 Please use the abbreviations: W = Works, G=Goods, Services=S, Consulting Firms=CF, Individual Consultants=IC, Other=OT (and please specify);

2 Please use the abbreviations: ICB, NCB, IS (for International Shopping), NS (for National Shopping), SS (for Single Source), DC, QCBS, QBS, LCS, FBS, CQS, OT (for other & please specify)

3 Quarterly reports should be submitted



SUPPORT

**(Society for Upliftment of People with
People's Organization and Rural Technology)**

DVC Colony, Behind Hanuman Mandir, Hazaribag, Jharkhand
Phone : 06546 – 266742 (O), 9431185632 (M)
Email : bsguptahzb@rediffmail.com /supporthzb@gmail.com
Website: www.supportjharkhand.org