

## Revised Procurement Policy of NIPGR

National Institute of Plant Genome Research has been established by the Department of Biotechnology, Ministry of Science & Technology, Government of India, in the year 1998. During these years, NIPGR has not only grown into a Centre of excellence for plant genomics research, but has also developed state-of-art facilities to generate well trained human resource. Riding on the successful work of its scientists, the institute has made its own name in biological research, and has become a premier institution for plant biology.

The functioning and affairs of the institute are carried out through committee system of management. In line with foregoing the procurement of various items in the Institute is also regulated through different committees including outside experts and as per provisions of the norms/guidelines prescribed by the Institute and Govt. of India in this regard. In general the Institute has two Committees to consider and recommend the proposals for procurement of Equipment and Consumables.

### Committee for Purchase of Equipment

- High Value Equipment - The Committee is chaired by a Senior Scientist outside the Institute. Other members include two external experts, two scientists from the Institute, Finance Officer and Purchase cum Stores Officer of the Institute.
- Small Value Equipment - The Committee is chaired by a Senior Scientist of the Institute. Other members include three scientists from the Institute, Finance Officer and Purchase cum Stores Officer of the Institute.

### Committee for Purchase of Consumables

The Committee is chaired by a Senior Scientist of the Institute. Other members include three scientists of the Institute, Finance Officer and Purchase cum Stores Officer.

The Institute makes procurement of equipment in accordance with the rules provided in the General Financial Rules of Government of India. The general outline thereof is given as under:

### For procurement of Equipment:

1. Purchase of equipment upto the value of ₹25,000/- (Rupees Twenty five Thousand only) on each occasion is made on single quotation basis after ensuring reasonability of price and by recording the certificate in the following format by the person who procures the items.

"I, \_\_\_\_\_, am personally satisfied that these goods purchased are of the requisite quality and specification and have been purchased from a reliable supplier at a reasonable price."

2. Purchase of equipment costing above ₹ 25,000/- (Rupees Twenty five Thousand only) and upto ₹ 2,50,000/- (Rupees Two lakh fifty thousand only) in case of emergency purchases on each occasion is made on the recommendations of a duly constituted Local

Purchase Committee, consisting of three members of an appropriate level as approved by the Director. The committee surveys the market to ascertain the reasonableness of rate, quality and specifications and identify the appropriate supplier. Before recommending placement of the purchase order, the members of the committee jointly record a certificate in the following format.

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

**3.** Purchase of equipment costing above ₹ 2,50,000/- (Rupees Two lakh fifty thousand only) and upto ₹ 25,00,000/- (Rupees Twenty five lakhs) is made by inviting limited quotations/ bids from reputed suppliers / manufacturer, by giving adequate / sufficient time, for submission of quotations / bids as per prescribed rules of Government of India.

**4.** Purchase of equipment costing above ₹ 25,00,000/- (Rupees Twenty five lakhs only) is made by invitation of bids through Open/Global Tender as per prescribed rules of Government of India.

**5.** Purchase of propriety item is made on scrutiny of certificate and credential submitted by company along with their proposal by the Purchase Committee. (A proprietary item is one which is manufactured by a company with features not available in other brands/companies).

#### **For procurement of Consumables:**

To expedite procurement of urgent research reagents and supplies, the Institute invites rate contract proposals from reputed manufacturers / suppliers on yearly basis. The proposals received are reviewed and considered by the committee chaired by a Senior Scientist of the Institute and other members consisting of three Scientists, Finance Officer & Purchase Cum Store Officer. Based upon the recommendations of the Committee and approval of the Director, the list of suppliers accepted for supply of consumables is circulated among the faculty of Institute. The faculty as and when required raises indents for purchase of consumables. The indents are considered by the Purchase Committee and recommended for procurement. Upon receipt of approval from Director, necessary purchase orders are placed upon respective suppliers.

The consumables not covered under the rate contract are purchased after obtaining formal quotations as per purchase procedure as prescribed herein before for the purchase of equipment.

## Standard Terms and Conditions of Supply Order.

1. **INSTRUCTION OF DESPATCH OF GOODS:** In case of outside suppliers, intimation regarding dispatch of goods should immediately be sent by email or a Fax to enable the Institute to take delivery on indemnity bond to avoid demurrage etc. In case these instructions are not complied with and demurrage occurs, the liability of such charges shall rest with the supplier.
2. **ACKNOWLEDGMENT & DISCREPANCY:** The receipt of the supply order should be acknowledged and checked within seven days by Supplier immediately before making the supplies, failing which it will be assumed that supplier agrees to the terms & conditions of the supply order.
3. **LIVE ITEMS:** In case of live items, the individual container should be labeled with the manufacturing date and not more than 1/6<sup>th</sup> of their life should have been expired at the time of their delivery to the Institute.
4. **DATE OF DELIVERY:** Date of delivery should not exceed beyond the date indicated in the Supply Order. The date of delivery be strictly adhered to failing which the NIPGR reserves the right to reject the supplies, or to charge suitable liquidated damages or to effect purchase at the firm's cost and risk. The extension of delivery time should be obtained in writing before making the supplies, failing which the delivery of supplier may be refused by the Institute. In case of failure to complete the supplies, Institute is free to purchase goods from the market at the supplier's risk & cost. Any loss thus incurred and/or difference in the price is recoverable from the supplier.
5. **PAYMENT:** Will be made after all the articles have been supplied against particular purchase order to the satisfaction of NIPGR. The payments are made strictly on the basis of the supply order and the supplier should not charge anything over and above the amount stipulated in the supply order. In the event of any discrepancy, the matter should first be referred to the Institute for issue of necessary amendments to the supply order before submission of the bill.  
  
The advance payments in the deserving cases may be considered by the institute upon submission of bank guarantee etc.
6. **CHALLAN / SUBMISSION OF BILLS:** The Supplier should submit the Challan in duplicate along with the supplies. Bill not confirming the clauses 7 and 8, below are liable to be returned to the Supplier for completion and the responsibility for delay in payment would rest entirely with the supplier. All Bills should be submitted to NIPGR in duplicate and the original copy should be pre-receipted and affixed with the revenue stamp where necessary.
7. **VAT / SALES TAX:** Suppliers are requested to mention their Vat / Sales-Tax Registration No./ TIN No. at the time of charging it, if admissible, the following declaration should be endorsed on each copy of the bills.

“Certified that the stores mentioned in this bill/invoice are not exempt from VAT/ Sales-Tax under the Sales-Tax Act or the sale tax has been charged according to the Rules specified in Act”.

- 8. EXCISE SURCHARGE:** Following certificates should also be endorsed on each copy of the bill at the time of charging the excise duty, if admissible.

"It is certified that the Excise Duty included in the bills is in accordance with the Excise Duty Rules & that the stores on which the excise duty has been charged are not exempted from it under the rules framed by the Government of India for this purpose".

- 9. DELIVERY:** Articles should be delivered at NIPGR, Aruna Asaf Ali Marg, New Delhi - 110067 on all working days during office hours, if not otherwise requested.

- 10.** ALL Consignments should be securely packed to withstand the transit handling. While in transit, if any damage, shortage or breakage to the goods occurs, it will be at the risk and cost of the suppliers.

- 11.** The Inspection of Goods will be carried out by the consignee at destination. The goods which are not found genuine or old/used & do not conform to the description/specifications laid down will be rejected at the supplier's cost and risk.

- 12.** In case of any dispute, differences or objections connected with or arising out of the goods or the meaning or operation of any part thereof of the rights, duties, or liabilities of either party, the matter shall be referred for arbitration to the Institute. Director, NIPGR would act as arbitrator and his decision shall be final and binding on both the parties. Where the matter involves a claim, the amount, if any, awarded in such arbitrations shall be recoverable in respect of the matter so referred. The courts of New Delhi have the jurisdiction to entertain and try any dispute or matter relating to or arising out of above.

### **DISCLAIMER**

In the interest of Institute, the Competent Authority in deserving cases can use discretionary powers to relax/amend any of the terms as per institutional norms.