

Purchase Policy

MSRUAS/REG/PUR POL- 03/2022-23



**RAMAIAH
UNIVERSITY**
OF APPLIED SCIENCES

Pro Vice Chancellor
M.S. Ramaiah University of Applied Sciences
Bangalore - 560 054.

Registrar
M.S. Ramaiah University of Applied Sciences
Bangalore - 560 054

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This Policy entitled "Purchase"
is applicable to all Faculties of MSRUAS
from the Academic Year 2022-23
(As per the SRAs of the respective Faculty)



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Policy Amendment Record Sheet

Sl.No	Sec. No.	Rev. No.	Details of Amendment	Reason for Amendment
1	A.1	1	Additional facilities created	Introduction of IDN, Purchase Committee, Rate Contract, ERP modules
2	A.3	2	Process revisited	Process modified to ensure traceability, uniformity and transparency
3	A	3	New policy prepared	New Purchase Policy Version -3 prepared covering all aspects

A. Purchase Policy for Procurement of Goods/Services

A.1 Preamble

MSRUAS recognizes that Purchase or Procurement serves as cornerstone of its commitment to ethical practices, transparency, and fiscal responsibility. It realizes that a well-defined and diligently implemented Purchase process is critically important to foster a culture of fairness, integrity, and accountability in all procurement activities.

A.2 Chapter -1: Commencement, Applicability, Definitions and Objectives

The scope of the policy is to provide clear and comprehensive guidelines to all stakeholders the procedures, principles, and responsibilities that govern the acquisition of goods, services, and works.

A.2.1 Commencement

This Purchase Policy shall be effective from 1st July 2023 and shall be reviewed by the Board of Governors (BoG) every three years.

A.2.2 Applicability

The purchase policy shall be applicable to:

1. The Gnanagangothri Campus and RT Campus, Peenya, and establishments therein.
2. All kinds of procurement of goods and services by purchase, lease or otherwise under the authority or acting on behalf of University, **excluding** -
 - i. Construction / addition / alteration / modification / renovation / repair of new / old / existing building and matters relating to land.
 - ii. Legal / tax / audit / valuation / architectural and other specialized / professional / advisory / consultancy services.

A.2.3 Definitions

- i. **Board of Governors** means the Board of Governors of the University as specified in Section

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23 of the M.S. Ramaiah University of Applied Sciences Act, 2012 (hereinafter referred to as the Act)(Annexure '1')

- ii. **Capital Goods (items)** means the goods for long term utility such as Furniture, Fixtures, Photocopier, Fax, Mobile, Software, IPR Licenses, Computers, Laptops, UPS, Servers, Printers, Scanners, vehicles, EPABX, CCTV, DG Sets, ACs and all types of Medical, Dental, Nursing, Pharmaceutical, Electrical, Mechanical, Information Technology and other office equipment of any description.
- iii. **Competent Authority** means authority designated as the approving authority in the Delegation of Financial Powers;

Provided that where the competent authority is not defined, then the Vice Chancellor, is deemed to be the Competent Authority:
- iv. **Delegation of Financial Powers (DOFP)** means Delegation of Financial Power as approved and amended by the University from time to time.
- v. **Empaneled Vendor** means a vendor with whom a Rate Contract has been concluded by the University.
- vi. **Finance Committee** means the Finance Committee of the University as specified in Section 27 of the Act, 2012 (Annexure '2')
- vii. **Local Purchase Committee** means a Committee constituted for procurement of goods & services through the mode of market survey for any specific item. (Annexure '3')
- viii. **Purchase Committee** means the Committee constituted to recommend the purchase proposals for approval by the Competent Authority; (Annexure – '4')
- ix. **Registered Vendor** means a vendor registered with the University who shall be eligible for receiving Tender Enquiry for the specified items based on the application and payment of prescribed fee.
- x. **Revenue Goods (items)** means all movable goods other than capital goods which are meant for consumption or usage in routine activities of the University and its

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establishments including items of stationery, Medical, Dental, Nursing & Pharmaceutical supplies, sanitary, electrical, mechanical, IT peripherals and consumables, items of maintenance, housekeeping, spares etc., including AMCs of equipment, house-keeping services, security services, repair & maintenance services, hiring of taxi, courier, packing, forwarding, printing, catering, air ticketing etc.

- xi. **Technical Evaluation Committee**, means the Committee that evaluates bids received against the tender and recommends technically qualified / disqualified bids along with reasons thereof as per the terms of the tender. **(Annexure – '5')**
- xii. **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.

A.2.4 Objectives

- a. To make sure right goods/services of right quality and right quantity are made available at right place in right time at right price by following due procedure.
- b. To clearly lay down definite procedures with necessary authority and responsibilities that shall help purchasing authority to attain following objectives: -
 - 1. Purchase of requisite goods / services economically within the earmarked budget keeping in mind their quality and delivery deadlines.
 - 2. To delegate, properly, responsibility and accountability in order to ensure efficiency, economy and transparency in procurement.
 - 3. To be in touch with market conditions on a constant basis would help in finding new sources of supply at competitive rates.
 - 4. To treat suppliers equitably and promote healthy competition in procurement.
 - 5. To promptly deal with suppliers' bills in order to pay them accurately and in time.
 - 6. To keep track of all procurements for necessary audit.

7. To provide goods / services as required by the User Department.

A.3 Chapter -2: Authorities and Responsibilities

A.3.1 Departments fo Initiating Procurement of Goods and Services:

1. **Stores** – All stationery items of common use like photocopy paper, folders, staplers, water jugs, bags, publicity kits, pens, toners, envelopes, note sheets, stamps and all types of consumables. Similarly, letter heads, forms, visiting cards and other printed materials.
2. **Facilities Department**– All types of common services like hiring of vehicles, catering arrangements, AMCs other than hardware and software materials, maintenance of items pertaining to medical, dental, nursing, pharmaceutical, civil, mechanical, electrical and other departments, other office equipment and any other office items.
3. **ICT Department**– 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 the Department of ICT.
4. **Marketing Department**– All types of advertisements and publicity services availed by the University, students, members or other stakeholders including Designing, Printing, Film-making etc.
5. **User Departments / Faculties** – All other specific goods/services (not covered above)

The request for purchase shall be made in the 'Purchase Requisition Form' provided in (Annexure - '6').

A.3.2 Responsibilities of User Department

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

1. **Budgetary Control** – To properly record budget availability, expenditure incurred before the proposal and availability of budget for the proposed procurement.

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2. **Administrative approval** - Specific administrative approval by the competent authority for each item is to be obtained on or or attached to the 'Purchase Requisition Form'.
3. **Timing for initiating the procurement process** – User Department shall: -
 - i. Avoid over or under procurement and shall, based on past consumption and future anticipation, work out accurately the proposed requirements.
 - ii. Initiate procurement process sufficiently well in time considering time needed for tendering process, which is usually a lead time of 45 days (Limited Tender) and 60 days(Open Tender).

4. **Basic Principles: –**

The User Department shall adhere to the following principles while initiating procurement process:

- i. Specifications (quality, type and quantity) of the goods to be procured must be clearly spelt out keeping in view of its specific needs.
- ii. Should not include needless and trivial specifications which result in unwarranted , wasteful expenditure.
- iii. Technical specifications must be generic in nature, avoiding brand or brand - specific ones.

5. **Proprietary / Monopoly items**

The User 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. **User Department's Support to the Purchase Department**

User Department shall provide support regarding potential suppliers, market trends, past experiences, price justification etc.

7. **Recommendation / Opinion for Procurement**

User Department shall provide, to the Purchase Department, its recommendation / opinion

regarding quality, quantity, specifications, price, extension of contract etc. in respect of the procurement, if need be.

A.3.3 Responsibilities of Purchase Department:

The Purchase Department shall

- i. Advertise for vendors (**Annexure – '7'**) and their registration (**Annexure – '8' & '9'**)
- ii. Update regularly the list of registered vendors with the addition of new vendors, at least once in six months.
- iii. Maintain Rate Contract (RC) and its regular review depending upon market conditions.
- iv. Procure goods and services as per the Policy guidelines.
- v. Comply with terms of Tender (Performance Guarantees, refund of EMD)
- vi. Comply with the terms & conditions of Purchase / Work Order (payments, including levy of penalty, Warranty / Guarantee)

A.3.4 Responsibilities of Purchase Committee

1. Recommend procurement of goods/ services to the competent authority on the basis of -
 - i. Administrative approval
 - ii. Outcome of tendering process.
2. Justifying quality, quantity and price of the proposed procurement keeping in view the overall interest of the User Department in particular and the University in general;
3. 2) Advise Purchase Department to seek clarification / recommendation from the User Department / Vendor on proposals placed before it for consideration.
4. 3) May engage an independent expert.
5. 4) Recommend to the concerned authority / User Department for improvement in the procurement;

6. Issue advisory to User Department regarding lapses in procurement process;
7. Recommend to the competent authority for consideration and a decision on any proposal placed before it.
8. Consider and advise on any other matter in the larger interest of the University and its stakeholders.

A.3.5 Responsibilities of the Competent Authority

The competent authority shall ensure that the -

1. proposed procurement is in line with the decisions / policies of the University / its authorities, as the case may be;
2. procurement of high value / capital items is properly justified;

A.4 Chapter -3: Modes and Procedure of Procurement

Based on cost involved, urgency and availability of time, procurement can be as follows:-

1. Purchase without quotation
2. Purchase by Local Purchase Committee through market survey
3. Purchase under Rate Contract
4. Purchase by obtaining bids

The procedure under each mode is given hereunder: -

1. Purchase without Quotation

Purchase of goods out of imprest amount up to the value of Rs. 30,000/- (Rupees Thirty Thousand Only) on every occasion may be made directly from the market without inviting quotations or bids, with the approval of competent authority. The imprest amount of Rs. 30,000/- per month shall be with certain officers of the University to meet any contingency expenses that may arise in day – to – day running of their respective establishments. These officers shall comply with the guidelines / broad framework given in Notification No.21 dated 30th November 2022 (**Annexure – ‘10’**) with regard to utilization of their respective imprest amount.

2. Purchase by Local Purchase Committee through market survey**a) Single Purchase:**

Purchase of goods costing above Rs. 30,000/- (Rupees Thirty Thousand Only) and up to Rs. 1.00 Lakh (Rupees One Lakh Only) may be made on the recommendation of a duly constituted Local Purchase Committee consisting of officials of an appropriate level as decided by the Competent Authority. This Committee will survey the market / consider the recommendation of the User Department to ascertain the reasonableness of rate, quality and specifications as well as identify the most appropriate supplier / vendor.

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

Before recommending procurement, the Members of the Committee shall jointly furnish a certificate as under:

“Certified that we, Members of the Local Purchase Committee, hereby jointly and individually, are satisfied that the goods recommended for purchase are of the requisite specification and quality, priced at the prevailing market rate and that the supplier / vendor recommended is reliable and capable of supplying the goods in question.”

The recommendation of the Local Purchase Committee shall be placed before the Purchase Committee for ratification / post-facto approval.

b) 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.), the Competent Authority, on the recommendation of the Head of the Purchase Department, may approve procurement of more than one quantity, provided that the total value of procurement is not more than Rs. 15.00 lakhs in which case, the procurement will be through Open and Advertised Tender.

3. Purchase under Rate Contract (RC)

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 User 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.

Expression of Interest can be sought from reputed vendors / manufacturers / authorized dealers for rate contract for goods & services of standard type. **(Annexure – ‘11’)**

Each User Department shall prepare and maintain a list of items in broad groups to ascertain the estimated consumption and total estimated cost thereof in a financial year.

Based on this information, the Department of Purchase needs 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; Likewise, chemicals, surgical equipment including accessories used by surgeons during surgeries, other medical / dental / nursing / pharmaceuticals supplies needed by respective User Departments.

Rates should be finalized at least for one year but the rates should also be monitored for any downward revision in which case provision must be made for re-deciding the rates.

4. 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
- ii. Limited Tender
- iii. Open / Advertised Enquiry;

The process for each mode of procurement through tender is given as below:

i. Single Tender Enquiry

In the following cases, single tender will be applicable: -

- a. **Proprietary / Monopoly items** – If the required item by the User Department is manufactured by a particular firm, a certificate to this effect in **(Annexure - '12')** to be furnished by the Head of the User Department.
- b. **Emergency/Exceptional Situations** - With the approval of the competent authority in writing, in emergency following exceptional situations, purchase of required goods / services can be made from a particular source:
 - Calamities
 - Supplier has exclusive right
 - No suitable substitute

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- 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

Resorted to when estimated value of goods to be procured is up to Rs. 15,00,000/- (Rupees Fifteen Lakhs only) by following below mentioned steps:

- i. Copies of the bid to be sent to existing / empaneled / prospective suppliers provided by User Department.
- ii. Tender document to be uploaded on the website of the University.
- iii. To give minimum period of fifteen days to submit bid document.
- iv. The qualified bidders shall be not less than three to decide the successful bidder.

iii. Open and Advertised Tender Enquiry

- a. Resorted to when estimated value of goods to be procured is more than Rs. 15,00,000/- (Rupees Fifteen Lakhs only) under following circumstances:
 - i. Sufficient number of prospective bidders are not available.
 - ii. Supply sources are not clearly known;
 - iii. Advertising will yield better response;
 - iv. Known suppliers are suspected to have formed a ring/ cartel;
 - v. To generate more competition for quality and price.
- b. Open Tender shall made through advertisement in at least two widely circulated newspapers, one in English and another in Vernacular and shall also be uploaded on the University's website.
- c. To give minimum period of fifteen days to submit bid document.

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- d. The qualified bidders shall be not less than three to decide the successful bidder.

A.5 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 Bids**

- Tender document to clearly indicate about tender being based on single bid or twin bids system.
- In case of Twin Bids System, lowest financial bidder gets the award after financial bids of all the technically qualified bidders are opened.
- Usually, all technically qualified bidders are treated at par and lowest financial bidder gets the award. However, in case of goods / services of highly technical nature where expertise of highest standard is required, equal weightage for technical bid and financial bid may be assigned with the prior approval of the competent authority.

2. Earnest Money Deposit (EMD)

- EMD ensures participation of genuine suppliers who will submit their quotations with competitive rates.
- EMD normally ranges from two percent to five percent of the estimated value of the goods to be procured as follows:

SI No	Particulars	EMD Amount
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	Rs.1lakh + 1% of the excess of estimated cost of above Rs.50 lakh

- EMD may be paid in the form of Account Payee Demand Draft / Banker's Cheque from any of the Scheduled Banks in favour of the University or in Cash against acknowledgement.
- Forfeiture of EMD under following circumstances: -
 - i. bidder withdrawing his bid;

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- ii. bidder does not accept the Purchase / Work Order;
- iii. 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.

Refund of EMD:

- Refund to the successful bidder after the receipt of goods as per the terms of Purchase Order or receipt of Performance Security, whichever is earlier.
- Refund to the unsuccessful bidder within 30 days after award of the contract / Work Order.

3. Performance Guarantee / Security

- i. Ensures due performance of the contract by the successful bidder who has been awarded the contract.
- ii. It is for an amount of not less than five per cent of the value of the contract.
- iii. May be furnished in the form of an Account payee Demand Draft / Banker's Cheque or Bank Guarantee from a Scheduled Bank.
- iv. Valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.
- v. On the successful bidder seeking in writing, the bid security may be converted into Performance Security and balance amount shall be deposited to complete the Performance Security.

4. Criteria and Parameters for Tender Evaluation

The Tender document decides qualification/disqualification of the bidders.

5. Technical Specifications

- i. Quality, type and quantity of the goods to be procured must be clearly spelt out keeping in view the specific needs of the User Department.
- ii. No superfluous / non-essential specifications which result in unwarranted / unproductive expenditure.
- iii. Must be generic in nature eschewing brand or brand / specific technical specifications.

6. Delivery Schedule

As per the need of the User Department.

7. Payment terms

- Normally, payment is made once the goods are delivered / service is completed / equipment is installed and tested. In some cases, advance payment can be resorted to as explained below:-

A. Advance Payment

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

- i. When insisted by firms entrusted with maintenance contracts for servicing air conditioners, computers, lifts and such other high value equipment.
- ii. (b) Advance payments shall not exceed 40% and 50% of contract value in case of private enterprises and State / Central / Public Sector Undertakings respectively.
- iii. (c) If defect liability period is mentioned in the contract, 10% of contract value needs to be retained.
- iv. (d) Under maintenance contract, advance amount should be limited to the amount payable for six months.
- v. (e) Bank Guarantee and such other safeguards should be taken from the firms to whom advance payment is being made.

B. Part Payment to Suppliers / Service Providers

After receiving goods / against running bills, keeping in view the terms and conditions of the contract with respect to delivery, part payment can be made to the suppliers / service providers.

8. Extension of the Contract

At the option of the University / mutual agreement, provision to extend the contract may be incorporated in the Tender document. In this regard, opinions of Purchase and User Departments can be relied upon.

9. Liquidated Damages (LD) Clause

Subject to the competent authority relaxing or waiving the penalty amount on justifiable grounds, the Tender document should contain LD clause in case of delay in delivery of goods or providing service as follows:

- i. Goods delivered / service provided within 7 days after the deadline (due date): ½ % of total value of contract, for each day of delay.
- ii. Goods delivered / service provided beyond 7 days but up to 14 days after the deadline (due date): 1% of total value of contract, for each day of delay.
- iii. Goods delivered / service provided beyond 14 days after the deadline (due date): 2% of total value of contract, for each week of delay, subject to maximum of 10 % of total value of contract.

10. Validity of the Bid

Generally, validity of Bid is for 90 days from the last date for its submission subject to the concurrence of the Bidder, it can be extended to further period of 60 days.

11. Indemnity

The bid document shall contain an indemnity clause under which in case the supplier fails to supply goods / offer services as per the terms & conditions agreed upon, the University shall have the right to purchase the same goods / obtain services from in the market at prevailing rates. The difference

amount between the price agreed upon and purchase price shall be recovered from the supplier. Further, if the goods supplied / services offered are not as per the contract, University as the right to reject or accept the goods / services wholly or partly and any loss suffered by the University shall have to be indemnified by the supplier.

12. Annual Maintenance Contract (AMC)

3 years AMC should be incorporated in the tender document dealing with supply of equipment which requires AMC after the expiry of the warranty period. The University reserves the right to include / exclude or accept or reject the bidder's quoted rates for AMC.

13. Blacklisting

The following circumstances for blacklisting a bidder should be incorporated in the tender document.

- Providing information / document which is false / misleading / fake;
- Once Financial bids are opened, withdrawing his bid;
- Refusing to accept the Purchase Order;
- Failing to supply goods as per required / agreed upon quantity / quality / other specifications.
- Resorting to unethical / illegal trade practices;
- Any valid reason

In the above cases, the EMD / Performance Security of the blacklisted bidder shall be forfeited after giving him notice to be heard.

The Purchase and User Departments shall maintain a list of blacklisted bidders to whom no tender document shall be issued during the period of their blacklisting.

14. Arbitration Clause

The University should appoint an Arbitrator to deal with any disputes arising out of the contract and the same shall be incorporated in the Tender document.

15. Jurisdiction

Mention must be made in the Tender document about the territorial jurisdiction of the local courts of Bengaluru to hear and settled the disputes arising out of contract in accordance with Indian Laws.

16. Declaration

A declaration by the bidder with respect to various terms and conditions should be incorporated in the tender document as follows:

- i. He has read, understood, accepts and agrees to the terms and conditions.
- ii. He is eligible for the contract to be awarded
- iii. All the information / documents that he has submitted are genuine and at any stage, if these are found to be fake / false / misleading, his bid / Purchase Order / contract shall be cancelled, and he will be liable not only to make good the loss caused but also for any penal / legal action.

A.6 Chapter – 5: 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 clauses

The University, vide its Notifications / Office Memoranda may prescribe necessary details explaining each of the above stages.

A.7 Chapter -6 Miscellaneous**1. 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 interests of the University.

2. Removal of Difficulties, relaxations, interpretations etc.

The Chancellor of the University shall be Authorized to-

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

3. Special Power of the Board of Governors (BoG)

The BoG shall have special powers to decide on any matter of procurement which is not covered in this Purchase Policy.

A.8 Annexure

A.8.1 Annexure – 1

ANNEXURE -1

(Board of Governors)

Section – 23 of MSRUAS Act, 2012: The Board of Governors and its powers:

1. The Board of Governors shall consist of the following, namely:-
 - i. The Chancellor – Chairperson:
 - ii. The Vice-Chancellor – Member
 - iii. The Principal Secretary/Secretary to the State Government in the Higher Education or by his nominee not below the rank of Deputy Secretary;
 - iv. The Principal Secretary/Secretary to the Government in the Medical Education or by his nominee not below the rank of Deputy Secretary;
 - v. One Expert from the field of Management, Finance or any other specialization, including Administration, to be nominated by the State Government;
 - vi. Two persons nominated by the Sponsoring Body of whom one shall be a woman;
 - vii. The Pro Vice-Chancellor, who shall be a non-voting Member;
 - viii. One eminent Educationist, nominee of the University Grant Commission.
2. The Registrar shall be a non-voting Member Secretary of the Board of Governors.
3. The tenure of office of the Members of the Board of Governors, appointment of Members other than Government nominees, their renewal and removal, etc., shall be in such a manner as may be laid down by the Statutes.
4. All meetings of the Board of Governors shall always be chaired by the Chancellor and in his absence, by any one of the nominees of the Chancellor. If the Chancellor has not nominated any

Purchase Policy

person to chair such a meeting, Members present in the meeting shall elect the Chairperson for that meeting only from among themselves by a simple majority.

5. Quorum for the meeting of the Board of Governors shall be three Members attending and voting at such a meeting.

Provided that the presence of either the Chancellor or one nominee of the Sponsoring Body and in the absence of the Chancellor or one nominee of the Sponsoring Body, the Vice Chancellor, shall always be necessary to form the quorum for any meeting of the Board of Governors.

6. The Board of Governors shall be the Principal Governing Body of the University and shall have the following powers, namely:-

- i. to appoint the Statutory Auditors of the University:
- ii. to lay down policies to be pursued by the University:
- iii. to review decisions of the other authorities of the University if they are not in conformity with the provisions of this Act, or the Statutes or the Rules:
- iv. to approve the Budget and Annual Report of the University:
- v. to make new or additional Statutes or amend or repeal the earlier Statutes and Rules:
- vi. to take decision about voluntary winding up of the University:
- vii. to approve proposals for submission to the Government:
- viii. to nominate three members to the Fee Regulation Committee:
- ix. to take such decisions and steps as are found desirable for effectively carrying out the objects of the University.

7. The Board of Governor shall meet at least three times a year.

8. The Board of Governors shall meet at such time and place as may be specified by Statute.

A.8.2 Annexure – 2

ANNEXURE -2
(Finance Committee)

Section – 27 of MSRUAS Act, 2012: The Finance Committee: -

1. The Finance Committee shall consist of the following, namely: -

- | | | | |
|------|--|---|-------------|
| i. | The Chancellor or his Nominee | - | Chairperson |
| ii. | The Vice – Chancellor | - | Member |
| iii. | The Registrar | - | Member |
| iv. | The Finance Officer | - | Secretary |
| v. | One nominee of the Sponsoring Body | - | Member; and |
| vi. | Such other members as may be specified in the Statutes | | |

2. **The Finance Committee shall be the principal financial body of the University to take care of financial matters and shall, subject to the provisions of this Act, Rules and Statutes, co-ordinate, and exercise general supervision over the financial matters of the University.**

A.8.3 Annexure – 3

ANNEXURE -3

(Local Purchase Committee)

The composition of the Local Purchase Committee is as follows:

- | | |
|---------------------------------------|------------------|
| 1. Dean / Head of the User Department | Chairperson |
| 2. Head (Finance & Accounts) | Member |
| 3. Deputy Registrar (GJ) | Member |
| 4. Representative of User Department | Member Secretary |

A.8.4 Annexure – 4

ANNEXURE -4

(Purchase Committee)

The composition of the Purchase Committee is as follows:

- | | |
|---------------------------------------|------------------|
| 1. Registrar, MSRUAS | Chairperson |
| 2. Head (Finance & Accounts) | Member |
| 3. Deputy Registrar (GJ) | Member |
| 4. Dean / Head of the User Department | Member Secretary |

The Chairperson can co – opt any others as Members as and when necessary.

A.8.5 Annexure -5

Annexure – 5

(Technical Evaluation Committee)

The composition of Technical Evaluation Committee (TEC) shall be as follows:

- | | |
|------------------------------------|------------------|
| 1. Engineer – in – Chief, GEF (TC) | Chairperson |
| 2. Advisor (Technical) GEF (TC) | Member |
| 3. Administrator (FMD) | Member Secretary |

The Chairperson can co – opt any others having technical knowledge as Members as and when necessary.

A.8.6 Annexure -6

Annexure – 6**(Purchase Requisition Form)**

Sl. No.

Date

From: **User Department**To: **Purchase Department**

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

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

Justification for the quantity requisitioned:

- (a) _____
 (b) _____
 (c) _____

1. Name of the Budgetary Head to which the amount is to be booked:

.....

Less:

Amount utilized (prior to instant proposal): (Rs.)

Balance Available: (Rs.)

Expenditure as per the instant proposal: (Rs.)

NET BALANCE AVAILABLE: (Rs.)

2. Competent Authority as per Delegation of Financial Powers (DOFP) for approval of the aforesaid procurement:

3. Approval of the Competent Authority may be attached, or it can be obtained on the Purchase Requisition:

**Signature of the
Competent Authority**

**Signature of the Head
User Department**

A.8.7 Annexure -7

Annexure – 7**(Advertisement for Registration of Vendors)**

Ramaiah University of Applied Sciences, hereinafter referred as MSRUAS, is a University of unitary nature in private sector sponsored by Gokula Education Foundation (Medical), a public charitable trust of Ramaiah family and established under the M S Ramaiah University of Applied Sciences Act, 2012 of Government of Karnataka. MSRUAS commenced its operations from 30th December 2013 consequent upon the issue of Notification No. ED 103 UNE 2013. MSRUAS was formally inaugurated on 18th March 2014. MSRUAS has its headquarters at Gnanagangothri Campus, New BEL Road, MSR Nagar, Bengaluru – 560054.

MSRUAS invites expression of interest from interested parties for registration for supply of ----- items to the University. The last date of receipt of application is on or before

The interested vendors / manufacturers may submit their applications in the requisite format (Annexure – ‘11’) in a sealed envelope superscribing “ Registration for Supply of ----- Items” addressed to:-

Registrar
Ramaiah University of Applied Sciences,
Gnanagangothri Campus,
New BEL Road, MSR Nagar, Bengaluru – 560054

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

MSRUAS shall not be liable for any postal delay whatsoever in receipt of the applications. Applications received after the stipulated date and time shall not be entertained. Applications, received in time but incomplete, shall be summarily rejected.

MSRUAS reserves the right to accept or reject any or all applications without assigning any reason.

Registrar
MSRUAS

A.8.8 Annexure – 8

ANNEXURE -8

(Procedure for Registration of Vendors)

- a. Categorize items of common use.
- b. Ascertain approximate half - yearly / yearly consumption of these items
- c. Request for Registration (**Annexure '9'**) through an advertisement (**Annexure '7'**) placed on the website of RUAS, at least once in six months.
- d. A minimum of 21 days' time, from the date of publication of the Advertisement, should be given to the bidders to respond.

A.8.9 Annexure – 9

ANNEXURE -9**(Application for Registration of Vendors)**

1. Description of Items for which registration is requested:

Sl No.	Items
1	
2	

2. Those desirous of registration with MSRUAS to furnish the the following details:

- a. Name and Address (with proof);Contact Numbers (M);e-mail ID
- b. PAN
- c. GST Number
- d. Date of incorporation
- e. Area of interest for rendering / supplying various items
- f. Details of existing clients
- g. Copy of the latest audited annual accounts
- h. Whether trader or manufacturer
- i. An undertaking that the firm has never been blacklisted by any of the client(s) for any reason whatsoever
- j. Any other relevant information,

3. The applicant shall have to deposit a non-refundable fee of Rs. 5000/- (Rupees Five Thousand Only) by way of DD in favour of RUAS payable at Bengaluru along with the application.

4. For any clarification, the vendors may contact Asst. Manager (Purchase) RUAS (Phone No: 080-49366666 Extn: 648)
5. The registered vendor may be required to deliver goods at RUAS, Gnanagangotri Campus / RT Campus, Peenya, as the case may be.
6. Mere registration shall not entitle the vendor to receive order for supply. Registration is only for the purpose of sending Tender enquiry.

A.8.10 Annexure – 10**ANNEXURE -10****(Notification No: 21 dated: 30th November 2022)****Sub: Guidelines for use of Imprest amount provided to the officers & Staff if the University**

As known, the University has provided Imprest amounts to certain officers of the University to meet any contingency expenses that any arise in day-today running of their respective establishments. In this regard, it is felt appropriate to put in place a broad framework / guideline for the utilization of their respective Imprest amounts.

Responsibility:

The Imprest Cash is considered to be an advance in the name of the Officer. The Officer concerned shall handle the amount directly or may designate an employee in the Department / Office to be the custodian of Imprest Cash. However, the primary responsibility for the safekeeping, incurring of expenditure and record keeping of the expenditure out of the Imprest Cash funds and ultimately for repaying the advance when the need for the fund no longer exists is on the Officer concerned.

Spending Guidelines: The Imprest Cash provided shall not be used for:

1. Payment for expenses unrelated to the activities of the University;
2. Payment for expenses unrelated to their respective sphere of activities;

3. Payment towards services wherein TDS should have been deducted by the University, if paid in the normal course;
4. Payments which can be paid by the Finance & Accounts directly in the normal course of activities;
5. Payment to Government Departments for any dues, charges, taxes, cess, levy etc;
6. Reimbursement of travel expenses which can otherwise be claimed separately;
7. Payment of regular pooja expenses which can otherwise be claimed separately;
8. Payment of staff incentives which can be claimed separately;
9. Any other expenses as may be specified from time to time.

Documentation:

The Officers of the University shall have to maintain proper bills, tax invoices & vouchers (wherein regular tax invoices are not possible to obtain) and claim the expenditure periodically and get the same reimbursement from the University. Such claim for reimbursement / replenishment shall be made preferably when the balance in the Imprest depletes below 20% of the original Imprest limit. The guidelines shall come in to force with immediate effect.

A.8.11 Annexure – 11

ANNEXURE -11**Expression of Interest (EOI) for Rate Contract (RC)**

Ramaiah University of Applied Sciences, hereinafter referred as MSRUAS, is a University of unitary nature in private sector sponsored by Gokula Education Foundation (Medical), a public charitable trust of Ramaiah family and established under the M S Ramaiah University of Applied Sciences Act, 2012 of Government of Karnataka. MSRUAS commenced its operations from 30th December 2013 consequent upon the issue of Notification No. ED 103 UNE 2013. RUAS was formally inaugurated on 18th March 2014.

Now, Expression(s) of Interest (EOI), in sealed cover for Rate Contract (RC) for period from 01/01/2023 to 31/12/2023 or 01/04/2023 to 31/03/2024, is /are invited from reputed Manufacturers / Distributors / Authorized Dealers for purchase of chemicals, glassware, filter papers, plasticware, minor equipment (up to Rs.1.00 lakh) display / white boards, gas cylinders, gases of various grades, etc. for the period up to 31/12/2023 or 31/03/2024.

The EOI, complete in all respects, may be sent to Faculty of & Convener, RC Committee, RUAS, Gnanagangothri Campus, New BEL Road, MSR Nagar, Bengaluru – 560054 on or before up to 12.30 pm which shall be opened on the same day at 3.00 pm.

For details about the proforma and other terms & conditions, please visit our University website: www.msruas.ac.in

Dean (Faculty/ Head (Department)

MSRUAS

A.8.12 Annexure – 12

ANNEXURE -12

(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 price) - _____
- (v) No other make or model is acceptable for the following reasons:
 - 1) _____
 - 2) _____
 - 3) _____
- (vi) Approval of the Competent Authority vide _____

Budget is available for the aforesaid procurement and the rates are justified.

Date: _____ **Signature of the Head of the User Department**

.....

A.8.13 Annexure – 13

ANNEXUER -13

(Format of Bid Document)

CONTENTS OF THE TENDER DOCUMENT

1. General Instructions to the bidders

- (i) Brief Introduction of MSRUAS
- (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) Alteration and Withdrawal of Tender
- (xii) Opening of Tender
- (xiii) Contact details of the Tenderer

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

Purchase Policy

- (vii) Liquidated damages clause
- (viii) Indemnity Clause
- (ix) Blacklisting Clause
- (x) Resolution of Disputes i.e. Arbitration Clause
- (xi) Jurisdiction
- (xii) Force Majeure 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

A.8.14 Annexure – 14

ANNEXURE -14**(Comparative Statement of Financial Bids)**

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

2. **Details of Requisition & Tender**

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

3. **Details of Technical Evaluation –**

- Date of constitution of Technical Evaluation Committee (TEC)
- Date of submission of Report by TEC
- Recommendation of TEC (Report may be attached)

A. **Qualified Bidders –**

SI No.	Name of Technically Qualified Bidder(s)	Marks, if applicable
1		
2		
3		

B. **Disqualified Bidder(s)**

SI No.	Name of Technically Disqualified Bidder(s)	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 (Rs.)	Remarks
1					
2					
3					

5. Recommendations of the User / Initiator Department

6. Special undertaking by Head (F&A) as follows before submission of recommendations of the Purchase Committee:

This is to confirm that the all the comparative statements have been prepared as per the terms & conditions of the Tender, report of TEC and all the material facts have been included in this Statement which may affect the decision of the Purchase Committee.

Head (Finance & Accounts)

A.8.15 Annexure – 15

ANNEXURE -15**(Format of Purchase / Work Order)**

SI No	Particulars
1	Name of the Vendor with complete particulars
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 MRUAS
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 be sent to:

- (i) Supplier / Vendor**
- (ii) Head (Finance & Accounts)**
- (iii) Receiving / User Department**
- (iv) Purchase Department**
- (v) Master Copy**

A.8.16 Annexure – 16

ANNEXURE -16**(Goods Received Note)**

Sl. No.

Date

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

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

Certified that the above items have been taken into stock and have been entered in page No. of the Stockledger. A sample copy is sent herewith for verification / information.

Signature of End User / Stores – In-Charge

1. Dean (User Department)
2. Head (User Department)
3. Head (Finance & Accounts)
4. Head (Purchase Department)
