

**TERMS & CONDITIONS:**

**Annual Rate contract for supply of Chemicals/Solvents (LR/AR/HPLC Grade), Rare Chemicals/Fine Chemicals, Molecular Biology Enzymes, Reagents & Kits/Biochemicals/Readymade media, Glasswares (Complete range), Plastic Wares (complete range), Labwares & Lab Essentials (Chromatography Accessories (HPLC/GC Column/Column fittings/TLC Plates, Filter papers and Disposable filter units etc.**

E-tender is invited to enter into rate contract for purchase of Chemicals, Glassware, Plastic ware & Filter Paper and other Lab. Consumables, this rate contract will be executed with the Director, SLIET by manufacture/ authorized dealer on following terms & conditions:-

1. Bids will be accepted only from manufacturer of branded items. If they are not in a position to bid, they may authorize their exclusive agents/dealers who may quote along with authorization certificate clearly mentioning the product profile for which authorization has been granted. The authorization certificate should be attached/uploaded with the bids failing which the quotation will be summarily rejected. The authorization certificate should be on the letterhead of the manufacturer and signed by a person competent and having the power of attorney to bind the manufacturer.
2. **Validity**: This contract will remain valid for a period of three years from the date of issue of award and the period may be extended by 90 days on mutual consent.
3. **Security**: Security of Rs. 25000/- (Rupees twenty five thousand only) **Tender must accompany with security amount to be paid through e-Payment only {IPG (Debit Card), Net Banking, NEFT/RTGS, OTC)** which shall be refunded after completion of contract period if satisfactory and complete supply order are executed by the successful bidder/supplier.
4. **Rate** : The price charged for the stores supplied under the contract by the supplier on their authorized dealer(s) shall be as per manufacturers price list applicable during the each financial year of the contract and shall remain valid for the currency of contract and inclusive of expenses connected with delivery etc.
5. **Discount**: The supplier or their authorized dealer(s) shall allow discount on the price list as prescribed in clause 3 of this contract on all the suppliers made by them. Advalorem %age of discount be intimated.
6. **Taxes:** All taxes as may be applicable will be borne by institute. Further, any increase in Govt. levy which is legally leviable during the period of rate contract shall be paid extra on production of documentary proof within 15 days from the date of receipt of order. The rate of Sales Tax/VAT/GST applicable should clearly be specified by supplier taking into account the entitlement to avail concessional rate of sales taxes admissible to educational institute.
7. **Exemptions** : Excise duty and customs duty is exempted to Institute in term of Govt. notification No. 10/97Central Excise dated 1.3.1997 and 51/96 customs dated 23rd July, 1996 respectively. Our DSIR registration No. is TU/V/RG-CDE(205)/2015 dated 27-06-2016. Benefit of these exemptions may be extended to institute.
8. **Delivery:** Manufacturer(s) or authorized dealer(s) will strictly supply full quantity if Chemical/Glassware as per period of delivery mentioned in the supply order (FOR SLIET). Part supply is prohibited, however, if material is not readily available and items are in large number, part dispatch/supply upto four lots will be allowed but that too within 6-8 weeks. The Institute reserve the right not to accept the delivery in parts. The time and the date of delivery of stores stipulated shall be deemed to be the essence of the contract and delivery must be completed not later than the date specified. The stores supplied/delivered after the date of delivery are liable to be rejected and you or your dealer shall be 2% per week will be charged from the bill after expiry of delivery date. In the event of non – adherence to the stipulated delivery period for any specific reason on your part, you may apply in writing for extension thereof but the purchaser will be at liberty to accept or reject your request for such extension and this action on the purchaser part will be without any financial repercussion to the contracts price. Institute may invoke liquidated damages as per rules.
9. **Mode of delivery:** Supply order will be placed direct to you with a copy to your authorized dealer nominated by you at the time of commencement of the contract who will be responsible for prompt execution of the supply order and delivery of material FOR Longowal basis. Name of your authorized dealer(s) who will executed the order in your behalf be intimated. No parcel of chemical/Glassware etc. will be acceptable by post
10. **Inspection and approval of material:** All the items supplied by manufacture or their authorized dealer shall be of latest packing date and will be subject to the usual inspection and approval of inspection committee. The batch No./date of manufacturing must be mentioned on the materials. All rejected items/breakage and shortage shall be replaced and completed by authorized dealer(s) free of any extra cost.
11. **Submission of bill and payment thereof:** The manufacture or authorized dealer will submit the bill in triplicate for supplies made against each supply order/indented separately, clearly indicating the batch No., date of manufacturing, expiry date, order No. and date. Payment shall be made within 30 -45 days after receipt of complete supply and acceptance thereof as per supply order.
12. **Liabilities due to exigencies/calamities** : The manufacturer/ authorized dealer(s) will be free from liability to execute the supply order in the event of supply production has stopped due to reason beyond the control of the manufacturer/ authorized dealer such as riots, strikes, civil commotion, natural calamities, Govt. Restrictions etc.
13. **Director’s right:** Director, SLIET reserves the right to terminate the contract & forfeit security without assigning any reason whatsoever. In case of any dispute, the decision of Director, SLIET shall be final & binding on both the parties. Otherwise all the disputes will be settled within the jurisdiction of Headquarter of Director, SLIET.
14. 07 copies of the current price list will be supplied by your firm to Faculty In-charge (Store & Purchase) of Institute immediately after commencement of the new financial year. In case new price list is not supplied timely, the Institute will be at liberty to place the order/release the payment on the basis of previous price list or new price list whichever is lowest.
15. No insurance charges will be paid by institute. The damage & shortage occurred in the transit shall be replaced by the supplier free of cost.
16. In case Rate Contract is to be executed by dealer, a certificate of current date being authorized dealer of Principals/ Manufacture must be supported with the offer.
17. Non compliance of R.C. condition by any bidder, the bidder will be debarred for consideration of R.C. by the Institute in future.
18. The supplier will be liable to the purchaser for any excess costs incurred for procurement of goods not delivered in time.
19. The items, so supplied will have to be of high quality and grade and in the inspection/test if these are found to be of inferior quality, the same are to be replaced by supplier at their cost within the stipulated period, failing which the RC of the firm may be cancelled.
20. No advance payment will be made for the supplies.
21. Warranty: The tenderer shall be fully responsible for the manufacturer warranty in respect of the quality and workmanship of the materials covered in the Rate Contract. In case of any defects found at the time of use, the supplier will provide free replacement or refund the amount charged for that item.
22. Bidders are requested to provide complete Bank details for RTGS.
23. A certificate on the letterhead that the firm/company is not blacklisted or debarred by any Government Organisation/Department.

**A Certificate to the effect that price list on which the rate contract offer is based is the only countrywide price list applicable to all the same as are being quoted to other Govt. Deptts./Institutes/Private Organizations during the period of contract failing which the “FALL CLAUSE” will be applicable. A certificate to this effect may be provided by the firm that the lowest prices have been offered to SLIET. In case it is found that the price charged by the firm is more, the same will be recovered from the subsequent/unpaid bills/security amount of the supplier. It may also be certified that during the currency of rate contract you will not offer more discount to any other Central/ Store Govt. Deptts./University than offered to our institute. (A copy of rate contracts entered into with any Govt. Department/Institute during the last 03 years must be attached and uploaded with the bid as supporting documents).**

(Issuing Authority)

**Terms & Conditions read and accepted.**

Signature with Seal of bidder