

**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. Director may terminate the contract at any time on the recommendation of indenter in the event of un-satisfactory performance for supplies. Further, it may also be terminated in case your Principals/Manufacturer withdraw your authorization of dealership during the currency of rate contract.
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 manufacturer or their authorized agent/dealer shall allow discount on the price list for the relevant financial year.
6. **Taxes:** All taxes as may be applicable will be borne by institute. Further, any increase in Govt. levy/TDS which is legally leviable during the period of rate contract shall be paid extra on production of documentary proof. The rate of GST applicable should clearly be specified by supplier taking into account the entitlement to avail concessional rate of GST 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 of Chemical/Glassware/other consumables as per period of delivery mentioned in the supply order (FOR SLIET). Part supply is generally 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 shall be equally responsible for all consequences of such rejection/refusal. Penalty @ 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 contract price. Institute may invoke liquidated damages as per rules.

The time of supply shall be the essence of the contract so that the delivery period is adhered to strictly. In case you fail to execute the order, the EMD/security amount will be forfeited and purchase will be made at your own risk and cost.

1. **Mode of delivery:** Delivery of material FOR SLIET, Longowal basis. No parcel of Chemical/Glassware etc. will be acceptable by courier/post.
2. **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.
3. **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.
4. **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.
5. **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.
6. 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.
7. Authorization certificate for the relevant financial year must be supplied during contract period of three years within one month from the commencement of respective financial year.
8. No insurance charges will be paid by institute. The damage & shortage occurred in the transit shall be replaced by the supplier free of cost.
9. 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.
10. Non compliance of R.C. condition by any bidder, the bidder will be debarred for consideration of R.C. by the Institute in future.
11. The supplier will be liable to the purchaser for any excess costs incurred for procurement of goods not delivered in time.
12. The items, so supplied will have to be of required 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.
13. No advance payment will be made for the supplies.
14. 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.
15. Bidders are requested to provide complete Bank details for RTGS.
16. A certificate on the letterhead that the firm/company is not blacklisted or debarred by any Government Organisation/Department.
17. **Tender form – 1, technical information and undertaking : The information as per tender form -1 must be provided/uploaded, duly signed by the bidder.**

**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 01 year must be attached and uploaded with the bid as supporting documents).**

**Faculty In-charge**

**(Store & Purchase)**

**Terms & Conditions read and accepted.**

Signature with Seal of bidder

**TENDER FORM - 1 - TECHNICAL INFORMATION AND UNDERTAKING.**

(Bidder may use separate sheet wherever required)

|  |  |  |  |
| --- | --- | --- | --- |
| **S.No.** | **Particulars** | **Page No.** | **Details /remarks / undertaking** |
|  | Name & Address of the Manufacturer / Authorized Distributor |  |  |
|  | State clearly whether it is Sole proprietor or Partnership firm or a company or a Government Department or a Public Sector Organization (please attach a Copy of Registration) |  |  |
|  | Details of the Earnest Money Deposit (EMD)/Security submitted through e-payment only (Yes/No)  UTR No.:  Dated:  Amount:  (Rupees…………………………………………………….) |  |  |
|  | Copy of GST Registration |  |  |
|  | Copy of PAN/TAN Card |  |  |
|  | Authorization certificate from the manufacturer **(Annexure ‘A’)** |  |  |
|  | Certificate for No Deviation (**Annexure ‘B’)** |  |  |
|  | Certificate for Price Justification **(Annexure ‘C’)** |  |  |
|  | Non Blacklisting Certificate **(Annexure ‘D’)** |  |  |
|  | Fall clause notice certificate **(Annexure ‘E’)** |  |  |
|  | List of quoted Company(ies) and Category(ies)  **(Annexure ‘F’)** |  |  |
|  | Drug License (If applicable on any item given in the bid) |  |  |
|  | Have you previously supplied these items to any government / private organization? If yes, attach the relevant proof. (Also provide an affidavit that you have not quoted the price higher than previously supplied to any government institute) |  |  |
|  | Name and Mobile Number of a Key person, who can be contacted at any time. The person should be capable of taking orders and making arrangement for supply of the desired items. |  |  |
|  | Copy of tendered document duly signed |  |  |
|  | Any other information important in the opinion of the Bidder |  |  |

**Page number / serial number may be given to each and every page of Tender Documents and other documents attached. Mention Page number, wherever the copy(ies) of the document(s) are attached.**

**In case of non-fulfilment of any of the above information/ document(s), the Tender will be summarily rejected without giving any notice.**

**(Dated Signature of the Bidder with stamp of firm)**

Dated:

Place:

**UNDERTAKING**

1. That I/we have carefully studied all the terms & conditions of tender document of SLIET and shall abide by it.

2. That I/We shall supply the items of requisite quality.

3. That I/We undertake that the information given in this tender are true and correct in all respect and I/We hold the responsibility for the same.

**(Dated Signature of the Bidder with stamp of firm)**

Dated:

Place:

**(Annexure ‘A’)**

**FOR MANUFACTURER’S AUTHORISATION**

**(Certificate clearly mentioning the product profile for which authorization has been granted)**

Dated:

**To,**

**The Director,**

**SLIET, Longowal (Pb.)**

**Reference: PUR/e-tender/ , Dated: \_\_\_\_\_\_\_\_\_\_\_ for Rate Contract for Supply of Chemicals, Reagents, Glassware, Plasticware, Vacuum Tubes, Filter Paper and other Laboratory Consumables.**

**Subject: Manufacturer’s Authorization Letter**

Dear Sir,

Ref. Your PUR/e-tender/ \_\_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_\_\_\_\_who are proven and reputable manufacturers of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name and description of the Items / category offered in the Quotation) having factories at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereby authorize M/s.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(name and address of the agent) to submit a Quotation, process the same further and enter into a Rate Contract with you against your requirement as contained in the above referred tender document/Quotation Form for the above items manufactured by us.

We further confirm that no supplier or firm or individual other than M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name and address of the above agent) is authorized to submit a tender, process the same further and enter into a Rate Contract with you against your requirement as contained in the above referred e-tender for the above items manufactured by us.

We also hereby confirm that we would be responsible for the satisfactory execution of supply contract placed on the authorized agent.

We hereby inform you that we have not been blacklisted by any Government organization/department/Central Government/State Government funded autonomous bodies.

We also confirm that the price quoted by our agent shall not exceed than that which we would have quoted directly.

Yours faithfully,

[*Signature with date, name and designation*]

For and on behalf of Messrs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Name & address of the manufacturers]

**Note:-**

1. This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.

**Annexure ‘B’**

**CERTIFICATE OF NO DEVIATION**

**[*To be given on letter head*]**

I/We, M/s\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby certify that notwithstanding any contrary indication / conditions elsewhere in our offer documents, I/We have neither set any terms and conditions nor there is any deviation taken from the conditions of SLIET, Longowal tender specification, either technical or commercial, and I/We agree to all the terms and conditions mentioned in SLIET, Longowal tender specification with associated amendments & clarification.

**[*Signatures of the Bidder with Name, Designation & Company’s Seal*]**

**(Annexure ‘C’)**

**CERTIFICATE OF PRICE JUSTIFICATION**

[*To be given on letter head*]

Reference : PUR/e-tender/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_

I/We, M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ certify that the rates provided are our best rates and we have not given these materials to any Government Department/PSU/Institution for lesser than these rates in last one year.

**SIGNATURE AND STAMP OF THE BIDDER**

**(Annexure ‘D’)**

**NON BLACKLISTING CERTIFICATE**

*[To be submitted on letterhead]*

I/We hereby certify that M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of the company / firm) has not been ever blacklisted/debarred by any Central / State Government / Public Undertaking / Institute on any account.

I/We also certify that firm will supply the item as per the specification given by SLIET, Longowal and also abide all the terms and conditions stipulated in Rate Contract.

I/We also certify that the information given in bid is true and correct in all aspects and in any case at a later date it is found that any details provided are false and incorrect, contract given to the concern firm or participation may be summarily terminated/rejected at any stage, the firm will be blacklisted and SLIET, Longowal may impose any action as per rules.

|  |  |
| --- | --- |
| Date :  Place : | Name :  Business Address :  Signature of Bidder :  Seal of the Bidder : |

**(Annexure ‘E’)**

**FALL CLAUSE NOTICE CERTIFICATE**

[*To be given on letter head*]

This is to certify that we have offered the maximum possible discount to you in our PUR/e-tender/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_

The prices charged for the stores supplied under Rate Contract should under no event be higher than lowest prices at which the party sells the items of identical description to any other Govt. organisation/PSU’s/Autonomous Bodies/Pvt. Organisations during the period of contract failing which the “FALL CLAUSE” will be applicable.

In case, if the price charged by our firm is more, Sant Longowal Institute of Engg. & Technology, Longowal will have the right to recover the excess charged amount from the subsequent/unpaid bill/ security amount of the supplier.

**Date: Seal and Signatures of Authorized Signatory**

Place :

Date :

**(Annexure ‘F’)**

**List of quoted Company(ies) and Category(ies)**

|  |  |  |
| --- | --- | --- |
| **S.No.** | **Company(ies)** | **Category(ies) i.e. Chemicals, Glassware, Plastic ware, Filter Paper etc. alongwith product profile** |
| **1.** |  |  |
| **2.** |  |  |
| **3.** |  |  |
| **4.** |  |  |
| **5.** |  |  |
| **6.** |  |  |
| **7.** |  |  |

**Note:**

1. **Authorization(s) for quoted company(ies) must be attached by the distributor with the technical bid.**
2. **Category(ies) are required to mentioned on Authorizations for which a distributor is authorized to supply.**

**(Dated Signature of the Bidder with stamp of firm)**

Dated:

Place: