

Terms & Conditions

1. The Rate Contract offer should be sent on the **firm's original letter pad on prescribed Performa duly stamped and signed by authorized signatory.**
2. **Must Attach** three self-addressed envelopes with **Postage Stamps as per Indian Postal office Rates.**
3. A firm being authorized Distributors/Dealer/Stockist of various manufacturing firms can apply rate contract offers of different manufactures firms in a single offer. i.e. only one offer will be accepted form authorized Distributors/Dealer/ Stockist firm.
4. Manufacturing firms can apply their own rate offer directly only if they have no dealer/distributor/stockist channel and they sell their products directly.
5. The rate contract offers will be accepted up to 3:00 pm on 22-10-2018 by hand only after verification of all documents/Performa etc. on the spot by the official of Purchase Cell. If there is any shortcoming in Rate Contract Offer documents, the offer will not be accepted. **The Offer Received by post/courier will not be accepted in any case. The offers are to be submitted by hand in the Office of Purchase Cell, Administrative Block, Guru Angad Dev Veterinary and Animal Sciences University, Near Verka Milk Plant, Ferozepur Road, Ludhiana-141001 only.**
6. The departments/offices of University can purchase the scientific items up to the amount of maximum Rs. 2 lac in a single purchase case from the approved Authorized Distributors/Dealer/Stockist, etc.
7. Offer(s) received after the due date and time, incomplete, conditional, without requisite Security money and offer submitted in any other office of university will be rejected straightway.
8. The Offer(s) containing over writing/cutting, etc. without authentication will not be entertained.
9. The offers of firms which have been banned for supply/black-listed by any Govt. Deptt./Govt. Undertaking/University/Institute, etc. will not be accepted.
10. The firm must submit its Registration Certificate, GST Registration Details, firm's PAN No. and Bank details for e-payment i.e. Name of the bank with full address, Branch Code, Account No. and type of account, IFSC Code (India Finance Code).
11. The firm should submit the list of Govt. Deptt./Organisations with whom they have already entered into rate contract for the supply of scientific items along-with minimum three copies of current/latest rate contracts.
12. Rates should be quoted F.O.R to indenting department of University/KVK/Research station, etc. Octroi charges, packing and forwarding charges, dry ice charges if any, will have to be borne by the supplier/dealer. Similarly shortage, pilferage in transit will be sole responsibility of the supplier and the defective/shortage supply will have to be replaced by the supplier within 7 days without any extra charges.

13. **The University being the research institute is entitled for Discounted GST on items which are covered under Notification No 47/2017- Integrated Tax (Rate) Dt 14th Nov, 2017, Notification No. 45/2017-Central Tax (Rate) Dt 14th Nov, 2017 and Amendment no. 10/2018- Integrated Tax (Rate) Dt 25th Jan, 2018 and University shall provide Declaration for GST Benefit.** For example University is entitled for GST @5% on purchase of chemicals. Therefore, all charges including GST according to above circulars and any other levies payable by University should be clearly indicated otherwise, it would be presumed that the rates quoted are inclusive of all these charges and will not be paid.
14. Supplies are to be made on bill basis as the University usually makes payment within 30 days from the receipt of the material in good condition.
15. Manufacturer's printed and properly bounded price list in respect of complete range of their products being quoted be supplied with the offer.
16. A following certificate from the manufacturer on their letter head addressed to Assistant Accounts Officer (Purchase Cell), O/o Comptroller, Guru Angad Dev Veterinary and Animal Sciences University, Ludhiana is mandatory to be furnished:
- "It is certified that M/s _____
(name of dealer/distributor/stockist) is hereby authorized to quote rates on the behalf of M/s _____ (name of manufacturing firm). The material supplied through this dealer/distributor/stockist as per the terms and condition of Annual Rate Contract 2018-19 shall be fully covered for quality and guarantee/warranty issues. M/s _____ (name of manufacturing firm) will be responsible for providing customer support and after sale services to Guru Angad Dev Veterinary and Animal Sciences University, Ludhiana."*
17. If there is any Rate Contract duly approved by Central Government for the supply of the scientific item(s) for which offer is being submitted or rates for the same stand approved by the Controller of Stores Punjab, copies of the same should be supplied with the offer.
18. The supply shall have to be made within stipulated period of the placement of order failing which the material may be rejected and returned at the expenses of the supplier.
19. The quotations must be accompanied with the security (amount to be calculated as given below criteria) in the shape of Bank Guarantee in favour of "**Assistant Accounts Officer (Purchase Cell), GADVASU, Ludhiana**" on any bank approved by RBI (FDR/Demand Draft/Cheque, etc. **will not be accepted in any circumstances**). This Security amount will be released after One year of the expiry of Rate Contract period i.e. **it will be released only after 30-09-2020**. The security already available with this office, deposited for other rate contract period, will not be considered and will be released separately after the guarantee period is over.

Criteria for calculation of amount of security

Criteria for calculation of amount of security		
No. of manufacturing firms for which rate contract offer is submitted	Amount of Security in shape of Bank Guarantee	In case the firm fails to comply with the terms and conditions of rate contract, the total security amount submitted by them will be forfeited irrespective of number of manufacturing firms for which offer has been submitted.
Single	Rs. 1,00,000/-	
More than one firm	Rs. 1,00,000/- + Rs. 50,000/- for every additional firm	
Note: The firm will have to submit a single Bank Guarantee equivalent to the total amount of security calculated as per above criteria.		

20. The Authorized Distributors/Dealer/Stockist must enclose an undertaking as **Annexure "A"** duly attested by the Notary Public on the non-judicial stamp paper worth **Rs. 25/-** with Annual rate contract offer to ensure compliance of terms and conditions of the rate contract with the university during the validity period of the rate contract. Non-compliance of these terms and conditions shall be liable to forfeiture of the security money or black listing of the firm for dealing in future or both or any other action as deemed fit by Central Purchase Committee with the approval of Worthy Vice Chancellor and decision in this regard shall be final.
21. To ensure more benefits of any promotional offers/schemes launched by the manufacturer/distributor to this university, the rate contract firms will be bound to offer every promotional scheme/offer to Guru Angad Dev Veterinary & Animal Sciences University, Ludhiana as offered by the manufacturing firms in addition to the discount already offered.
22. No firm shall have any claim for renewal of the rate contract for the next year on the basis of previous rate contracts and no correspondence in this regard shall be entertained.
23. All the approved rate contracts will be uploaded on university website i.e. www.gadvasu.in.
24. All disputes shall be subject to Ludhiana jurisdiction only.
25. The University reserves the right to reject or accept any or all the quotations without assigning any reason. The University may enter into rate contract with more than one firm(s) as may be considered necessary.
26. For any enquiry contact Office of Purchase Cell during working hours at Phone No. 0161-2553353 or email at officepurchasecell@gmail.com.

Enclosures:

1. Prescribed performa for Annual Rate Contract Offer.

(Must be submitted on the letter pad of the firm)

Performa for submission of Rate Contract offer during 2018-19 (i.e. up to 30-09-2019)

No. _____

Dated _____

To

The Asstt Account Officer,

Purchase Cell, Office of Comptroller

Guru Angad Dev Veterinary and Animal Science University

Ludhiana-141001 (Punjab), India.

Subject: Offer for Annual Rate Contract 2018-19 for the supply of scientific items.

In response of your Notice No. GADVASU/PC/2018-19/971 dated 17-09-2018 we hereby submit our offer as below:

Sr No.	Name of the manufacturer firm with complete address	Brand Name		Price List Duly Attested 10 copies of Manufacturer's printed bounded price list OR Price List on CD created through software which cannot be changeable	Discount offered	GST The University is entitled for Discounted GST on items which are covered under Notification No 47/2017-Integrated Tax (Rate) Dt 14 th Nov, 2017, Notification No. 45/2017-Central Tax (Rate) Dt 14 th Nov, 2017 and Amendment no. 10/2018-Integrated Tax (Rate) Dt 25 th Jan, 2018 and University shall provide Declaration for GST Benefit.	Delivery Period	Custom duty, if any The University is exempted from the payment of Custom duty and the exemption, wherever applicable, will be availed by providing Custom Duty Exemption Certificate with each order.
		Main Brand	Sub Brand of this Mfg. firm (if any)					
1								
2								
3								

Note:

- (A) A firm being authorized Distributors/Dealer/Stockist of various manufacturing firms can apply rate contract offers of different manufacture(s) in a single offer. i.e only one offer will be accepted from authorized Distributors/Dealer/ Stockist firm.
- (B) Manufacturing firms can apply their own rate offer directly only if they have no dealer/distributor/Stockist channel and they sell their products directly.

1.	The Security amount Rs _____ vide Bank Guarantee Ref. No. _____ dated _____ of Bank _____ are enclosed.
2.	Rates quoted by us are F.O.R to indenting department of University/KVK/Research station, etc. including all charges (i.e. octroi charges, packing and forwarding charges, dry ice charges, if any, etc.).
3.	We shall Supply the material to the University on bill basis and agree that the payment may be made within 30 days from the receipt of the material/installation of equipment/instruments in good condition.
4.	Validity of Rate Contract will be upto 30-09-2019 (Orders placed on 30-09-2019 will have to be executed).

5.	<p>Mandatory Certificates:-</p> <ol style="list-style-type: none"> 1. It is certified that the price list submitted with the Rate contract offer will remain valid during the period of rate contract. There is no other new/current price list under printing. If our manufacturer firm prints any new price list during the period of this rate contract, the price whichever is lesser, will only be applicable and we shall not charge the higher rate(s) in any case. If there will be any benefit (in form of lesser price/lesser tax/foreign exchange rate, etc.), it will be passed on to Guru Angad Dev Veterinary and Animal Science University, Ludhiana. It is further undertaken that in case of any decrease in price by the firm during the period of contract, the benefit on this account shall be passed on to the University. 2. It is certified that the rates offered to Guru Angad Dev Veterinary and Animal Science University, Ludhiana are the same as has been quoted to or finalized by other Govt. Departments/Govt. Undertakings/ Institutions/ Universities or such other bodies. 3. It is certified that the maximum discount has been offered on the rates mentioned in the price list. No higher rate of discount has been quoted to or finalized by any other Govt. Departments/Govt. Undertakings/ Institutions/Universities or such other bodies than that offered to Guru Angad Dev Veterinary and Animal Science University, Ludhiana. 4. We _____ (name of the firm entering into Rate Contract with this University) undertake that if during the period of rate contract, found offering higher discount, or lesser price to any other institute in the Northern region (i.e. Punjab Haryana, Himachal Pradesh, Jammu & Kashmir and NCR region) than that mentioned in the terms & conditions with Guru Angad Dev Veterinary and Animal Science University, Ludhiana, we shall extend the same benefit to GADVASU from the starting of the rate contract period. If we are unable to extend the same benefit to GADVASU due to any reason or non-compliance of terms and conditions of rate contract, the University will be free to take any action against us alongwith forfeiting our full security amount i.e. Rs _____. 5. It is certified that we shall always supply the fresh materials (i.e. valid date of expiry) to the Guru Angad Dev Veterinary and Animal Science University, Ludhiana. 6. It is certified that the all the products/material are covered under minimum one year warranty (in case of chemicals/Kits up to the date of expiry). All the product/material shall be guaranteed/ warranted against any manufacturing defects and replacement shall have to be provided against defective supply free of cost. In case of glassware, breakage after handing over/delivery in good condition in the Guru Angad Dev Veterinary and Animal Science University Campus will not be covered. 7. It is certified that the supply will be made as per the terms and conditions of the Rate Contract along-with latest current promotional offer/scheme, etc. (if any) given by the manufacturer/distributor at the time of supply. 8. It is certified that our firm has not been banned for supply/black-listed by any Govt. Deptt./Govt. Undertaking/University/Institute, etc.. 9. At the time of supply, the following certificate on the face of the bill is also furnished: “It is certified that, this supply is made as per the terms and conditions of the Rate Contract along-with latest current promotional offer/scheme etc. given by the manufacturer/distributor/ stockist/dealer and there is no more prevailing offer on this/these product(s) at the time of supply” (to ensure more benefits of any promotional offers/schemes launched by the manufacturer/distributor to this university). <div style="text-align: right; margin-top: 20px;"> _____ Signature of Authorized person with Rubber Stamp </div>
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I/We _____ (name of dealer/distributor/stockist with complete address) hereby undertake to abide by the above mentioned particulars and terms & conditions of this rate contract invited vide notice no. GADVASU/PC/2018-19/971 dated 17-09-2018 and in case of violation/failure to comply with the same shall be liable to strict actions as deemed fit by the university authorities.

Signature of Authorized person
with Rubber Stamp

Annexure – “A”

(On non-judicial stamp paper worth Rs. 25/- or more/as per Govt. rules,

Duly prepared and attested by the Notary Public of Firm's Home City)

Agreement-cum-Undertaking

I/We M/s _____

_____ have submitted our offer for Rate Contract for the supply of scientific items for the year 2018-19 i.e. from 01-10-2018 to 30-09-2019 to the Asstt Accounts Officer (Purchase Cell), O/o Comptroller, Guru Angad Dev Veterinary & Animal Sciences University, Ludhiana (Punjab), India in response of the Notice No.GADVASU/PC/2018-19/971 dated 17-09-2018

It is certified that:-

1. The price list submitted with the Rate contract offer will remain valid during the period of rate contract. There is no other new/current price list under printing. If our manufacturer firm prints any new price list during the period of this rate contract, the price whichever is lesser, will only be applicable and we shall not charge the higher rate(s) in any case. If there will be any benefit (in form of lesser price/lesser tax/foreign exchange rate etc.), it will be passed on to Guru Angad Dev Veterinary and Animal Science University, Ludhiana. It is further undertaken that in case of any decrease in price by the firm during the period of contract, the benefit on this account shall be passed on to the University.
2. The rates offered to Guru Angad Dev Veterinary and Animal Science University, Ludhiana are the same as has been quoted to or finalized by other Govt. Departments/Govt. Undertakings/ Institutions/ Universities or such other bodies.
3. The maximum discount has been offered on the rates mentioned in the price list. No higher rate of discount has been quoted to or finalized by any other Govt. Departments/Govt. Undertakings/ Institutions/Universities or such other bodies than that offered to Guru Angad Dev Veterinary and Animal Science University, Ludhiana.
4. We _____ (name of the firm entering into Rate Contract with this University) undertake that if during the period of rate contract, found offering higher discount, or lesser price to any other institute in the Northern region (i.e. Punjab Haryana, Himachal Pradesh, Jammu & Kashmir and NCR region) than that mentioned in the terms & conditions with Guru Angad Dev Veterinary and Animal Science University, Ludhiana, we shall extend the same benefit to GADVASU from the starting of the rate contract period. If we are unable to extend the same benefit to GADVASU due to any reason or non-compliance of terms and conditions of rate contract, the University will be free to take any action against us alongwith forfeiting our full security amount i.e. Rs _____.
5. We shall always supply the fresh materials (i.e. valid date of expiry) to the Guru Angad Dev Veterinary and Animal Science University, Ludhiana.
6. The all the products/material are covered under minimum one year warranty (in case of chemicals/Kits up to the date of expiry). All the product/material shall be guaranteed/ warranted against any manufacturing defects and replacement shall have to be provided against defective supply free of cost. In case of glassware, breakage after handing over/delivery in good condition in the Guru Angad Dev Veterinary and Animal Science University Campus will not be covered.
7. The supply will be made as per the terms and conditions of the Rate Contract along-with latest current promotional offer/scheme, etc. (if any) given by the manufacturer/distributor at the time of supply.
8. Our firm has not been banned for supply/black-listed by any Govt. Deptt./Govt. Undertaking/University/Institute, etc.
9. At the time of supply, the following certificate on the face of the bill is also furnished: **“It is certified that, this supply is made as per the terms and conditions of the Rate Contract along-with latest current promotional offer/scheme etc. given by the manufacturer/distributor/ stockist/dealer and there is no more prevailing offer on this/these product(s) at the time of supply”** (to ensure more benefits of any promotional offers/schemes launched by the manufacturer/distributor to this university).
10. I/We are not black listed/Banned by any Govt. / semi Govt. / Board / Corporations / Autonomous Body / Bank / Educational Institute or University during the last 3 years.

I/We M/s _____

_____ hereby undertake to abide by the particulars mentioned in the rate contract offer and terms & conditions of this rate contract invited vide notice no. GADVASU/PC/2018-19/971 dated 17-09-2018 and in case of violation/failure to comply with the same shall be liable to strict actions as deemed fit by the university authorities.

(Deponent)
Signature of Authorized person
with rubber stamp

Verification

We the above named deponent do hereby declare that whatsoever has been stated herein above is true and correct to the best of our knowledge and belief and nothing has been concealed therein.

(Deponent)
Signature of Authorized person
with rubber stamp