

Annexure – A

Terms & Conditions for the Annual Rate Contract 2020-21

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 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. Only those manufacturing firms can apply their own rate contract directly, which 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 27-10-2020** 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 Offers 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 (i.e. Chemicals, Kits, Reagents, Glassware & Glass apparatus, Plastic ware & Plastic apparatus, Micro slides & Micro cover glasses, Filter paper, filter membrane & Filter products etc. up to the cost of Rs.Two Lac per order and Lab, Surgical Equipment, Instruments, etc. up to the cost of Rs. One Lac per order) from the approved Authorized Distributors/Dealer/Stockist, etc. The purchasing department/office/Purchase Wing will explore the rates from different available source in comparison to Rate Contract before finalizing the purchase at the most economical rates as per purchase procedure of the University and furnish the following certificate on the face of bill:-
"It is certified that the purchase has been finalized on the most economical rates as per university purchase procedure".
7. The supplier firm will ensure that products are supplied on the lowest rates to GDAVSU and the same are not supplied at lower rates to any of other Govt. Deptt./Institute/Autonomous Body through any of their sources/channel. If the firm registered under rate contract or manufacturer is supplying the item(s) of required brand on lesser rates through any Govt. Portal/website/any other way than that offered under rate contract, firm registered under rate contract will write in this regard to the purchasing department, so that the purchase order may be modified accordingly. In other cases, the firm registered under rate contract will furnish the following certificate on the face of bill:-
"It is certified that the product(s) are supplied as per terms & conditions of Rate Contract 2020-21 on the lowest rates and the same are not available at lesser rates on Govt. Portal/website/any other way."



8. 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.
9. The Offer(s) containing over writing/cutting, etc. without authentication will not be entertained.
10. 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.
11. 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).
12. 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.
13. 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.
14. **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.
15. 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.
16. Ten authenticated copies of manufacturer's printed and properly bounded price list OR Price List on CD (created through software which cannot be changeable) must be supplied with the offer.
17. The following certificate from the manufacturer on their letter head addressed to 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 2020-21 shall be fully covered for quality and

Am

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.

It is also certified that maximum discount i.e. _____% has been offered on the rates mentioned in the price list (Titled _____) by our distributor as above. 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"

18. 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.
19. 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.
20. 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 "**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 31-12-2023**.

NOTE: The Bank Guarantee already available with this office, deposited by the firms, who have entered into Annual Rate Contract 2019-20 will be considered for annual rate contract 2020-21 subject to the condition that amount of security must not be less than required deposit as per criteria given below alongwith validity upto 31-12-2023. It will be released only after the guarantee period is over i.e. after 31-12-2023. In this case, the firm will have to submit a letter from the issuing bank for the required extension in time i.e. after 31-12-2023 along with their rate contract offer.

Criteria for calculation of amount of security


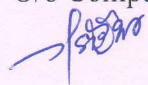

No. of manufacturing firms for which rate contract offer is submitted	Amount of Security in shape of Bank Guarantee	In case the firm fails to comply with the terms and conditions of rate contract, the total security amount submitted by them will be forfeited irrespective of number of manufacturing firms 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. The firm must submit two photocopies of the Bank Guarantee along with original bank guarantee.		

21. The Authorized Distributors/Dealer/Stockist must enclose an undertaking as **Annexure "B"** duly attested by the Notary Public on the non-judicial stamp paper worth **Rs. 25/-** with Annual

Ah

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.

22. 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.
23. 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.
24. All the approved rate contracts will be uploaded on university website i.e. www.gadvasu.in.
25. All disputes shall be subject to Ludhiana jurisdiction only.
26. 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) for the same brand/item as may be considered necessary.
27. For any enquiry contact Office of Purchase Cell during working hours at Phone No. 0161-2553353 or email at officepurchasecell@gmail.com.


Accounts Officer (Purchase Cell)
O/o Comptroller, GADVASU
 

I/We _____ (name of the
firm) hereby certify that I/We have read all the above mentioned Terms and Conditions from
Sr. No. 1 to 27 of Annexure - A and unconditionally accept all these in totality/entirety.