Gautam Buddha University School of Biotechnology

Notice for Annual Rate Contract 2010-2011

Applications are invited for the establishment of annual rate contract for the year 2010-2011 from reputed manufacturers/authorized distributors for supply of Laboratory Chemicals & Reagents, Laboratory Glass wares & Plastic wares and small laboratory equipments (indigenous & small value upto Rs. 1 Lakh). The applications should reach to **The Registrar, Gautam Buddha University, Greater Noida 201 308 U.P.** on or before 6th July 2010. Detailed term and conditions are mentioned below.

Terms & Conditions for the establishment of Rate Contract (RC)

A. General

- 1. Bid Security (EMD) is Rs. 10,000/-
- 2. Prices: The prices to be quoted should be given as <u>discount</u> on Net Dealer Price (NDP) for each category of item expressed in terms of percentage (%) on the NDP.
- 3. The bidder is required to attach the printed price-list along with VAT registration certificate and copy of Permanent Account Number (PAN).
- 4. Manufacturer authorization for each brand in the price list having validity for financial year 2010-11 <u>must</u> be enclosed. The authorization should clearly mention whether it is exclusive or open in India.
- 5. All the items shall be supplied on FOR destination (GBU, School of Biotechnology, Gautam Buddha University, Greater Noida) basis. The stores shall be supplied within a fortnight for the supplies against ex-stock deliveries. In case the firm does not supply the materials within the stipulated time schedule; cancellation of order can be considered.
- 6. The Rate Contract (RC) shall be in the nature of a standing offer for the specified range of products from the supplier for the contracted period. However, there shall be no guarantee of purchase of any item for a minimum or specified quantity during the contracted period.
- 7. Once a Purchase Order is placed on the supplier for supply of a definite quantity in terms of the rate contract during the validity period of the RC that Purchase Order shall become a valid and binding contract between the supplier and GBU.
- 8. The bidder must enclose a list of their clients where they had already established rate contract and supplied laboratory material.

B. Validity:

- 9. The rate contract will generally be <u>valid for one year</u> which can be extended on mutual consent to a period as decided by the competent authority of GBU. However, the Rate Contract holder reserves the right to accept or not to accept the extension.
- 10. There will be no upward change in the price structure during the currency of contract except when statutory levies are made applicable by Govt through notifications/regulations. However, if there happens to be a downward revision in prices of the items concerned during the contract period, the benefit of the price reduction shall be passed on to the university. The University reserves the right to renegotiate the price with the RC holders.
- 11. Price charges for the stores supplied under rate contract should be under no event exceed the lowest price at which the party sells the items of identical description to any other Institute/organizations during the period of contract.
- 12. Manufacturer authorization for each brand in the price list having validity for financial year 20010-11 must be enclosed. The authorization should clearly mention whether it is exclusive or open in India.
- 13. The University reserves the right to enter into parallel Rate Contract for similar items any time during the period of rate contract with one or more companies.
- 14. The rate contract may be terminated at any time by giving 30 days notice by either side.

C. Payment

- 15. Payment will be made against bill for supply of the materials after delivery and inspection.
- 16. The contracted items so supplied will have to be of high quality and grade and in any event

if chemicals/solvents or any other material are found to be inferior quality the supplier is liable to be blacklisted. The University reserves the right to test the chemicals & solvents and other materials for their quality if it so desires.

- 17. Taxes & levies if any are to be specified clearly in the bid.
- 18. The acceptance of the tender will rest with the University, which does not bind him to accept partially or wholly the tender received and he may reject the offer without assigning any reason thereof.
- 19. Bulk discount must be mentioned with the breakup.
- 20. We are 100% exempted from payment of excise duty. In case of custom duty we are entitled to pay a concessional custom duty on the given product as specified by the custom authorities from time to time.
- 21. Any firm having Bonded Warehouse shall be preferred. If the firm has the facility of bonded warehouses, the modalities of supply & exemption shall be mentioned clearly.
- 22. The University is entitled to place Purchase orders up to the last day of validity of the rate contract and, though supplies against such Purchase orders will be affected beyond the validity period of the rate contract, all such supplies will be guided by the terms & conditions of the rate contract.
- 23. The tenders are liable to be rejected if the above conditions are not complied with.
- 24. Conditional tender shall not be accepted.
- 25.In the event of a tender being accepted and order being placed for supply of the requisite stores, if the tenderer fails to supply the stores ordered or commits a breach of any of the tender conditions, then, this Earnest money will be liable to be forfeited.
- 26. Earnest money deposited by the successful tenderers shall be treated as part of the Security Deposit. No interest shall be payable on the Earnest money in any case.

D. Warranty

27. The tenderer shall be fully responsible for the manufacturer warranty in respect of 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.

Company N	ame:	 	 	
Address:				
Email:		 	 	
Phone:		 		