

CHAUDHARY DEVI LAL UNIVERSITY, SIRSA

(Established by State Legislature Act 9 of 2003)

PROFORMA

Rate contract for the purchase (upto one lakh) of Chemicals, Glass wares, filter paper, plastic wares, minor equipments (of rupees up to One Lakh), display/white boards, gas cylinder & gases etc., for the period from 01-01-2021 to 31-12- 2021.

1. Name of Manufacturer : _____
2. Name of Bidding Firm, i.e. : _____
Manufacturer/authorized dealer,
{In case of authorized dealer,
certificate of authorization to be attached} : _____
3. Category of item, i.e., 'Chemical', : _____
'Glass wares', Filter paper, 'Plastic wares,
'Minor Equipment, 'Display/White Board', : _____
Gas cylinder', 'Gases' etc.
4. Overhead Charges and GST if any, : _____
on basic price, i.e., upon Price
list operative for the period from
01-01-2021 to 31-12- 2021. _____
5. Discount in percentage offered at : _____
Basic price
6. Name of local authorized dealer(s)/ : _____
representatives, if any (with contact No.)
7. Special discount in percentage offered : _____
by the local dealer(s).
8. Supply/Delivery Period: : _____
9. Warranty Period : _____
10. Contact Person : _____
(Phone No., Email etc.) : Ph. No. _____ E-mail: _____
11. Details of EMD of Rs.50,000/- : FDR No. _____ Dated: _____
Name of issuing bank _____
12. Security amount deposited by : Manufacturer/Authorized dealer

I. That no other organization(s)/ Department(s) have been offered the rates lower than that offered to CDLU, Sirsa **for the period from 01-01-2021 to 31-12- 2021.**

II. That all other organization(s) offered rate contract **for the period from 01-01-2021 to 31-12- 2021** have not been offered the discount more than that offered to CDLU, Sirsa.

We agree to supply the items **F.O.R., CDLU, Sirsa** as per above discount. Terms & conditions notified by the University in its invitation offer will also be adhered/agreed to.

Place : _____
Date : _____

Signature with official seal

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Advertisement

RATE CONTRACT FOR THE PURCHASE OF CHEMICALS, GLASS WARES, FILTER PAPERS, PLASTIC WARES, MINOR EQUIPMENTS (UP TO ONE LAKH), DISPLAY/WHITE BOARDS, GAS CYLINDERS & GASES ETC.

Offer(s), in sealed cover, are invited by the University from the reputed manufacturers/authorized dealers for “Rate Contract for the purchase of Chemicals, Glass wares, Filter papers, Plastic wares, Minor equipment’s (up to One lakh), Display/White boards, Gas cylinders and gases of various grades” for the period from 01-01-2021 to 31-12- 2021.

The following terms and conditions will apply for rate contract for the period from 01-01-2021 to 31-12-2021:-

1. The delivery will be F.O.R., Chaudhary Devi Lal University, Sirsa. Payment will be made within 30 days of date of the inspection.
2. The contract would be subject to the condition that the bidders provide a certificate to the effect that the item(s) have not been supplied to any other organization at a discount higher than that offered to CDLU, Sirsa and further that the price list operative for the period from 01-01-2021 to 31-12- 2021 has also been offered and no other organization has been offered the prices less than the prices offered to CDLU, Sirsa. The discount offered, overhead charges (taxation/duties etc.) if any, be clearly specified.
3. A security of Rs. 50,000/- in the shape of Fixed Deposit Receipt in favour of Registrar, Chaudhary Devi Lal University valid upto 01-03-2022 may be furnished with the offer. The security by other means except FDR shall not be accepted. In case, the rate contract is not honored as per the settled terms and condition, security shall be forfeited, besides taking other action as deemed proper by the University. No firm with whom the University approves rate contract is exempted from depositing the security.
4. No other / extra document(s) is/are required with the University proforma, FDR, authorized letter of dealer, price list and year of price list (valid up to 31.12.2021). The firm/dealer(s) are requested not to attach extra/ unnecessary documents with the University proforma.
5. The details of the firm be written on University proforma only.
6. Mentioning the year of the price list on University proforma is mandatory.
7. Dry ice charges will not be paid to any firm/ local dealer.

The interested parties may submit their most competitive offers (Printed and bounded) with the above certificates. Noloose papers of price list will be entertained. The Proforma for quoting the discount is available on the university website www.cdlu.ac.in The interested firms/ local dealers may send their quotation to The Dean Faculty of Research-cum- Convener, Rate Contract Committee, CDLU, Sirsa, CV Raman Bhawan, 1st floor, on or before 21.01.2021 (up to 12.30 P.M). The offers shall be opened on the same day at 3.00 p.m. in the Room No. 132, 1st floor, CV Raman Bhawan, of the University in presence of the vendors/their authorized representatives, who wish to be present. The offers complete in all respect must be submitted in sealed envelope superscribed “Rate Contract for the period from 01-01-2021 to 31-12-2021”. Any or all the offers can be rejected by the competent authority without assigning any reason, whatsoever.

REGISTRAR

CHAUDHARY DEVI LAL UNIVERSITY, SIRSA
(Established by the State Legislature Act, 9 of 2003)

Format for Inviting Rate Contract Offers from Manufactures/Dealer

No.

Dated:

To

M/s _____

Subject: Rate Contract for the Purchase of Chemicals, Glass wares, minor equipment's display/white boards, gas cylinder & gases etc. for the period from 01.01.2021 to 31.12.2021.

Dear Sir,

It is understood that you are an manufacturer/exclusive distribution/authorized dealer/stockiest for the above item. The University is interested to enter into rate contract with you for its purchase for the period from 01-01-2021 to 31-12- 2021. You are, therefore, requested to quote your rates, and other terms and conditions subject to the following:

1. The sealed offer, complete in all request, must reach the Office of the Dean Research, Room No. 132, 1st Floor, Chaudhary Devi Lal, University, Sirsa-125055 latest by 21.01.2021 by 12:30 PM, and shall be opened on same day at 3:00 PM. The offerer or their authorized representatives are allowed to attend the meeting of the Offer Opening Committee at their own costs.
2. The offer received late/or incomplete will be rejected outrightly.
3. The offer shall be submitted in doubled envelope. The inner envelope shall be sealed and shall have the superscription "OFFER IN RESPONSE TO ENQUIRY NO. _____ DATED _____ AND DUE ON _____." The offer may be sent to the office of **Dean Research, Room No. 132, 1st Floor, C.V. Raman, Bhawan, Chaudhary Devi Lal University, Sirsa** The Offer, where the **superscription** is not mentioned on the envelope by the offerer may not be entertained.

4. The following terms may be spelt out in your offer clearly:
 - i. Rates accompanied by authenticated manufacturer's price list.
 - ii. Discount on manufacturer's price.
 - iii. F.O.R.
 - iv. Rates of VAT/Excise Duty (in per cent), if any, Please note that the University does not issue Form 'C' or 'D'
 - v. Payment terms.
 - vi. Delivery period.
 - vii. Guarantee/Warranty period.
 - viii. After-sales service.
 - ix. Installation charges, if any.
 - x. Validity period of the offer.
 - xi. Misc. charges such as Packing & Forwarding charges, Insurance charges, etc., if any.
5. The packing, forwarding, freight, insurance charges etc. may be quantified in terms of amount. These charges will no be payable against such vague statement as **"packing, forwarding, freight and insurance charges etc. extra"**.
6. Charges not mentioned in the offer shall not be paid.
7. If you have rate contract for the above item with DGS&D/DS&D (Haryana), supply an authenticated copy of the same along with your offer for supply to this University. In case, the rate contract has not been finalized till date with the above authorities, supply a copy of such rate contract, as and when finalized, to this office.
8. A security of Rs. 50,000/- in the shape of Fixed Deposit Receipt in favour of Registrar, Chaudhary Devi Lal University valid upto 01-03-2022 may be furnished with the offer. The security by other means except FDR shall not be accepted. In case, the rate contract is not honored as per the settled terms and condition, security shall be forfeited, besides taking other action as deemed proper by the University. No firm with whom the University approves rate contract is exempted from depositing the security.
9. As a general policy, the University tries to make 100% payment within 15 days of the receipt of material subject to proper installation, wherever applicable, and satisfaction of the Inspection Committee. No advance payment or payment against documents negotiated through Bank shall be made.
10. The University is situated within the Municipal Limits. As such, Octori, if any, shall be payable. In case, the material is supplied through a Transport Company by road, the Transport Company's charges, labour charges and octori charges shall be borne by the supplier. It may be mentioned specifically as to whether the material will be sent by rail or by road through a Transport Company.
11. The articles of fragile nature, particularly glasswares etc. shall be accepted through personal delivery or else the transit risk shall be to the supplier's account. The samples shall be asked for, wherever be required.
12. Record the following certificates in the offer:

- i. "That we are maintaining only one countrywide price list applicable to all the customers on which the present rate contract is based".
 - ii. "That the rates, and other terms and conditions offered to Chaudhary Devi Lal, University are in no way inferior to those being offered to other Govt./Semi Govt. Deptts./Public Sector Undertaking/ Institutions including DGS&D/DS&D (Haryana)".
 - iii. "That the case, the rates are reduced/or more discount including any special incentive for sales promotion is offered by you during the currency of rate contract, the University shall be informed promptly and shall be entitled for that benefit/incentive."
 - iv. "That the discount offered to Chaudhary Devi Lal, University is the same as is offered by you to your Distributors, in case of direct supply".
 - v. "That you have not been debarred/blacklisted by DGS&D/DS&D (Haryana) or any State Govt. Deptt./Central Govt. Deptt. University etc."
13. Proof of your being manufacturer/exclusive distributor/authorized dealer must accompany the offer.
 14. In case, any family member of your firm is serving in the University, then you must record a certificate to that effect on the offer, failing which the offer filed by you shall be rejected outrightly.
 15. In case, any other information/clarification is required, the General Branch may be contacted at Telephone No. 01666-239822 on any working day (Monday to Friday) during office hours (9 a.m. to 5:00 p.m).
 16. The dispute, if any, shall be subject to the jurisdiction of Courts at Sirsa. Any other jurisdiction mentioned in the offers or invoices of the manufacturers/distributors/dealers/suppliers etc. shall be invalid and shall have no legal sanctity.
 17. The firm/supplier should have not offered more discount to any other department, university, institute and Govt. of India as being offered to this University. If any firm offers more discount or cheaper rates to any University, Institute, Department, Govt. of India, the firm will be blacklisted and the excess amount will be recovered from it.
 18. In case there is any complaint of non-compliance of order, the Chairperson of the concerned department will send the complaint to the Convener, Rate Contract Committee for further necessary action.
 19. In case a firm does not stick to the terms of the rate contract, the University will take necessary action based on the report(s) from the Chairman/Principal Investigator. The firm may be blacklisted; contract withdrawn or the firm may be penalized.
 20. Charges not mentioned in the offer shall not be paid.
 21. FOR shall be CDLU, Sirsa.
 22. The offer must be valid for a period of one year i.e. from 01-01-2021 to 31-12- 2021.
 23. Quantity can be increased or decreased by the University without any notice to the firm/supplier.

24. If the Supplier or their Principles are on rate contract with Government-e Market place (GeM), this may be mentioned specifically in the offer and a photocopy of the same, duly attested, may be appended.
25. The goods shall be supplied by the Supplier within the time limit specified in the supply order. In case, the material is not supplied within the delivery period, the supplier shall be liable to pay the University the compensation amount equivalent to 1% (one percent) of the cost of material each day or such other amount as the Competent Authority may decide till the supply remains incomplete, provided that the total amount compensation shall not exceed 10% of the total amount of the cost of material supplied. Appeal against these orders shall, however, lie with the Vice-Chancellor, CDLU, Sirsa whose decision shall be final.
26. In case, the supplier/contractor fails to execute the supply order/contract on the rates, and conditions as contained in the supply order within the stipulated period, they shall be liable to such action as blacklisting, debarring from having any business with this University, forfeiture of earnest money/security, besides any other action as may be deemed proper by the University.
27. The acceptance of the material shall be subject to satisfactory report of the Office's Inspection Committee/Technical Committee/Experts Committee/Purchase Committee.
28. It may be certified that the firms have not been debarred/blacklisted for any reason/period by GeM or any other Central/State Govt. Deptt./University/PSU etc. If so, particulars of the same may be furnished. Concealment of facts shall not only lead to cancellation of the supply order, but may also warrant legal action.
29. Terms and conditions printed on Offer/Invoice of the firm, if any, shall not be binding on the University, except those mentioned specifically on the supply order, and your acceptance of the order shall be construed as your agreement to all the terms and conditions contained in the order.
30. The order may be executed within 30 days/or the period mentioned by the Indenter in supply order.
31. The bank charges, if any, shall be charged to firm's/supplier account.
32. Invoice No. must be duly printed/machine numbered and should bear GSTIN.
33. Goods shall be accepted subject to installation, wherever necessary, and satisfactory report of the Inspection Committee.
34. The goods, which are not found according to our specification/approved samples etc., and are thus not accepted, shall be lifted back by the Supplier at their own risk and cost.
35. Damage to the goods or any other loss (theft/pilferage) during transit shall be responsibility of the Supplier.

36. That in case, the rates are reduced/or more discount including any special incentive for sales promotion is offered by you during the tenure of rate contract, the University shall be informed promptly and shall be entitled for that benefit/incentive.

Registrar