

**CENTRAL UNIVERSITY OF HARYANA  
JANT-PALI, MAHENDERGARH-123029, HARYANA**

**RATE CONTRACT FOR THE PURCHASE OF CHEMICALS, GLASSWARES, FILTER PAPERS, PLASTIC WARES, MINOR LABORATORY EQUIPMENTS, GAS CYLINDERS AND GASES ETC.**

Offers in sealed cover are invited by the University from the reputed manufacturers/authorized dealers for having Rate Contract for the purchase of Chemicals, Glasswares, Plasticwares, Filter Papers, Gas Cylinders and Gases of Various Grades, Laboratory Equipments (costing not more than Rs. 5.0 Lakhs), for the period from 1/7/2018 to 30/06/2019. The delivery will be F.O.R, Central University of Haryana, Mahendergarh. Payment will be made within 30 days of the inspection. The contract would be subject to the conditions that the bidders provide a certificate to the effect that the items have not been supplied to any other organization at a discount higher than that being offered to Central University of Haryana, Mahendergarh and further that the price list operative during the current financial year has also been offered to other organizations and no other organization has been offered the prices less than the prices being offered to Central University of Haryana, Mahendergarh. The discount offered, overhead charges (taxation/duties etc) if any, be clearly specified.

The interested parties may submit their most competitive offers (Printed and bounded) with the above certificate (s). If some firm has no printed or bounded rate list, the soft copy of the same can be submitted in the form of CD. In such a case the firm has to certify that it has no printed and bounded Rate List and the same can be seen on its website. The Performa for quoting the discount is available on the university website [www.cuh.ac.in](http://www.cuh.ac.in). **The offers complete in all respects, along with Tender Fee of Rs. 1000+G.S.T@18% i.e. a total of Rs. 1180 (non-refundable) in the shape of bank draft and a refundable security of Rs. 25,000/- in the shape of Bank Draft/FDR/Bankers cheque, drawn in favour of the Registrar, Central University of Haryana, Mahendergarh and payable at Mahendergarh be sent to the Registrar of the University on or before 19-07-2018 (up to 2:30 PM). The vendors applying for more than one firm (i.e. multiple firms) should submit the E.M.D., Rate Contract Agreement and Rate Contract Proforma separately for each firm.** The offers shall be opened by the Committee on 19-07-2018 at 3:00 PM in the Conference Room (New Academic Block –III Ist Floor) of the university in the presence of the vendors/their authorized representatives, who wish to be present.

The offers complete in all respects must be submitted in sealed envelope superscribed Rate Contract for the period 1/7/2018 to 30/06/2019 due on 19-07-2018. Any or all the offers can be rejected by the competent authority without assigning any reason whatsoever. The successful bidders will be intimated and will be required to sign the Rate Contract Agreement with the University (Format of agreement is available on University's website [www.cuh.ac.in](http://www.cuh.ac.in)).

**Registrar**

## RATE CONTRACT PROFORMA

(To be attached with the offer/tender duly filled in, signed and stamped with official seal)

Rate contract for the purchase of Chemicals, Glass Wares, Filter Papers Plastic Wares, Minor Laboratory Equipments (costing not more than Rs. 5.0 Lakhs in each case), Gas Cylinders and Gases etc. for the period 1/7/2018 to 30/06/2019

1. Name of the Manufacturer : \_\_\_\_\_
2. Name of the Bidding firm i.e., Manufacturer/ Authorized dealer (In case of authorized dealer, Certificate of Authorization should be attached) : \_\_\_\_\_
- 3.(a) Category of item(s) i.e, Chemicals, glass wares, filter papers, plastic wares, Minor laboratory equipments (costing not more than Rs. 5.0 Lakhs), Gas cylinders and gases etc : \_\_\_\_\_
- (b) Make and Model/Name, wherever applicable : \_\_\_\_\_
4. Overhead charges, if any, on the basic price, i.e., upon price list operative for the current financial year : \_\_\_\_\_
5. Discount in percentage offered at basic price : \_\_\_\_\_
6. Name of local authorized dealer/ representatives, if any (with contact No.) : \_\_\_\_\_
7. Special discount in percentage offered by local authorized dealers : \_\_\_\_\_
8. Supply/Delivery period : \_\_\_\_\_
9. Warranty Period : \_\_\_\_\_
10. Contact Person Name, Address with Phone no., Fax no. and e-mail : \_\_\_\_\_
11. Details of Tender Fee of (Rs. 1000/-+G.S.T@18% )= Rs. 1180/ : DD No. .\_\_\_\_\_  
Dated\_\_\_\_\_
12. Details of performance security money of Rs. 25000/- : DD/FDR/Bankers cheque No. .\_\_\_\_\_  
Dated\_\_\_\_\_
- Name of Issuing Bank\_\_\_\_\_

I/We do hereby confirm that,

All other organization(s) having rate contract with our firm during the current financial year have been offered the price list operative for the current financial year and none of them have been offered the rate list operative prior to this i.e., none of them have been offered the rates lower than the rates being offered to Central University of Haryana, Mahendergarh.

All other organization(s) having rate contract with our firm for the year 2018-2019 have not been offered the discount more than that being offered to CUH, Mahendergarh.

We agree to supply the items F.O.R., CUH, Mahendergarh as per above discount. Terms & Conditions mentioned by the University in Rate Contract Agreement will also be adhered/agreed to.

If any special discount is offered for some specified period by some firm/vendor, the same should be applicable for CUH also. The concerned firm/vendor should intimate CUH about the special discount/offer. If the same is not conveyed by the concerned firm and CUH knows it through some other person or institute or otherwise, action would be initiated against the concerned firm/vendor by CUH which may lead to cancellation of the Rate Contract of the said firm with CUH and/or some penalty may be imposed on the firm by CUH.

Place:

Signature with official seal

Date:

To

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Subject: Rate Contract of Chemicals/ Glass wares/ Plastic wares/ Minor equipments/Gas Cylinders/Gases etc w.e.f. 1/7/2018 to 30/06/2019.

Ref: Tender No.\_\_\_\_\_. Last date of submission\_\_\_\_\_

Sir/Madam,

In reference to above, we are pleased to sign an agreement with you for supply of chemicals, glasswares, plastic wares, minor equipments, gas cylinders and gases etc for a period from 1/7/2018 to 30/06/2019 on a stamp paper of Rs. 100/- with printout of RC agreement (Available on University Website-[www.cuh.ac.in](http://www.cuh.ac.in)) without altering any word in the document. The same is being handed over/sent by post so as to reach CUH, Haryana, on or before 19/07/2018.

Yours Sincerely

Encl: Copy of Agreement

## RATE CONTRACT AGREEMENT

**Subject: Annual Rate Contract for the supply of chemicals, glass wares, plastic wares, minor equipments, gas cylinders and gases of various grades w.e.f. 1/7/2018 to 30/06/2019.**

1. In reference to the offer against CUH, Mahendergarh Tender no. \_\_\_\_\_ with last date of submission of tender document as \_\_\_\_\_ the following rate contract agreement is being signed between Registrar, CUH, Mahendergarh and M/S \_\_\_\_\_ w.e.f. 1/7/2018 to 30/06/2019. The RC may be extended against quality service, satisfactory performance and price negotiation with the university level RC committee.
2. We will supply items with a special discount of \_\_\_\_\_ against our printed Price Catalogue. Revision in rate (on higher side) will not be accepted during the contract period. We will have to send to CUH the printed and bounded copy of the price list along with the bid and the revised one whenever the same is applicable. The GST (in percentage) applicable would be indicated and would be charged separately. It must be certified that the rate list includes/does not include the GST. The order value limited to Rs. 500000 (Five Lakhs Only) for equipment includes the price minus discount plus taxes (including GST).
3. If price of any item(s) is reduced at a later stage at any time during the contract period, we are required to intimate the university about the reduction in prices immediately and the same will be made applicable for the remaining Rate Contract Period i.e. we will charge as per the old or new rate list whichever is less.
4. Materials would be door delivered at Central University of Haryana, Mahendergarh. No transportation charges will be paid by the University.
5. Central University of Haryana, Mahendergarh shall not be responsible for any loss, damages and shortage during transportation. Payment shall be made for materials received in good conditions only.
6. Registrar, Central University of Haryana, Mahendergarh reserves the right to enter into parallel Rate Contract for similar items with one or more parties at any time during the period of Rate Contract. The Rate Contract can be terminated at any time by giving one month's notice by either party.
7. The items so supplied will have to be of high quality and grade and in the event if goods are found to be of inferior quality, the supplier is liable to be banned or suspended from doing business with CUH, Mahendergarh.
8. Enlistment under rate Contract with this University does not ensure business of any quantum, whatsoever.
9. Timely delivery is essence of the contract and hence should any consignment be delayed, liquidated damages at the rate 0.5% of the price of the delayed consignment, for each week or part thereof shall be levied and recovered by the university subject to maximum of 5% of total order value.
10. All sort of legal disputes are subject to Mahendergarh Jurisdiction only.
11. As per the tender clause, we (vendor/bidder) will not sell the products at a lesser price to other parties than those quoted by us and in the event of happening of such situation, we will be bound to refund the difference and our enlistment may be cancelled at the discretion of CUH, Mahendergarh
12. We understand and will abide by the following Terms and Conditions also :
  - A. Delivery must be made within a period of 3-4 weeks, from the issue of the order either directly or through their dealer network unless otherwise specified. If the suppliers fail to deliver to University within the allotted delivery period as specified above the purchaser may procure goods or services similar to those un-delivered upon such terms and in such manner as it deems appropriate, from other firms and the supplier will be liable to the purchaser for excess cost, if any. Part supply will not be accepted, but may be allowed on genuine cases, on written request only.

- B. Payment will be made within 30 days of the inspection.
- C. CST/VAT/GST will be charged as applicable. Any statutory variation will be paid by the university to the supplier on documentary evidence. The supplier will **clearly indicate the percentage of CST/VAT/GST applicable. Copies of PAN, GST Registration Certificate, and Manufacturing License are also to be attached by the supplier.**
- D. Printed terms and conditions of the applicant on their quotation Form/Literature etc if any will not be binding on university.
- E. Any deviation from the Terms and Conditions mentioned above will imply disqualifications for us (the firm).
- F. **Patent Indemnity : We (the vendors) shall have to indemnify, hold harmless and defend the university, its employees and students w.r.t. all claims, suits, actions and proceedings of actual or alleged infringements of any Letter , Patent, Registered or industrial design, trade mark or Trade name, trade secret, copyright or other protected right in any country resulting from any sale, use or manufacture of any material delivered hereunder and to pay and discharge all judgements, decrees and awards rendered therein or by reason thereof and bear all expenses and legal fees (including the university's) associated herewith. The university reserves the right to be represented in any such action by its own counsel at its own expense.**
- G. **Compliance with Laws: After acceptance of the RC proposals, successful parties shall have to comply with the requirement of all the existing laws. The vendor shall have to comply with the Fair Labor Standard Act and Occupational Safety and Health Act and all other applicable laws, ordinances, regulations and codes in the vendor's performance hereunder. The vendor will have to indemnify and hold the university and its customers harmless from any loss or damage that may be sustained by the university by means of the vendor's failure to comply with any laws, ordinances, regulations and codes**
- H. **As far as possible, RC proposals should be given for goods of Indian manufacturers. If foreign goods are quoted and purposed to be supplied, should be covered by the normal input quota of the dealer. The university is exempted from the payment of custom duty. Certificate of the same will be provided by the university if needed.**

13. All the terms such as Product Range, Price, Discount, Delivery/Other charges, Terms of Payment and also the name/s of the Dealer/distributor will remain unchanged during the period and no alteration will be done without official approval of CUH Mahendergarh. However, we will promptly change the distributor/supplier if a request/complaint is received from CUH, Mahendergarh end with regard to this effect due to any reason.

Signature of Registrar, CUH

Signature of Bidder