

RATE CONTRACT PRONOUNCEMENT

(Require on Rs. 300/- non-judicial stamp paper)

Subject: Rate Contract for the supply of

(A) Chemicals, cell culture media, biological specimen

(B) Glass wares, plastic wares, filters, gas cylinders and industrial gases of various grades

(C) Miscellaneous laboratory apparatus / small equipment / electronic accessories and peripherals

with effect from 1st April 2022 to 31st March 2025.

1. In reference to the offer against Gujarat University, Tender no. _____; dated _____ with last date of submission of tender document as 15-02-2022 (up to 04.00 PM) the following rate contract pronouncement is applicable with effect from 01-04-2022 to 31-03-2025. The Rate Contract (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 the printed and bounded copy of the price list along with the bid to Gujarat University 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.
3. If price of any items is reduced at a later stage at any time during the contract period, we are required to intimate the university about the reduction on 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 deliver at Respective Departments of Gujarat University, Ahmedabad. No transportation charges will be paid by the University.
5. Gujarat University, Ahmedabad shall not be responsible for any loss, damages, and shortage during transportation. Payment shall be made for materials received in good conditions only.
6. The Registrar, Gujarat University, Ahmedabad 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 Gujarat University.
8. Enlistment under Rate Contract with this University does not ensure business of any quantum, whatsoever.
9. Delivery must be made within a period of 2 weeks, from the issue of the order either directly or through their dealer network unless otherwise specified above. The purchaser may procure goods or services similar to those un-delivered upon 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.
10. 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.
11. All sort of legal disputes is subject to Ahmedabad Jurisdiction only and we do not have any objection for the interest earned if any on security deposit (E. M. D.) to be retained by the University.
12. As per the tender clause, I/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 Gujarat University.
13. Payment will be made within 45 days of the inspection / date of delivery.
14. CST/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/GST as applicable. Copies of PAN, last three years income tax return, GST Registration Certificate, and Manufacturing License are also to be attached by the supplier.
15. Printed terms and conditions of the vendor/supplier on their quotation Form/Literature etc. if any will not be binding on the university.

16. Patent Indemnity : I/We (the vendors) shall have to indemnify, hold harmless and defend the university, its employees and students with regards to 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.
17. Compliance with Laws: After acceptance of the Rate Contract 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.
18. 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 (as per the prevailing norms) will be provided by the university if needed.
19. All the terms such as Product Range, Price, Discount, Delivery/Other charges, Terms of payment and the names of dealer/distributor will remain unchanged during the period and no alteration will be done without official approval of Gujarat University. However, we will promptly change the distributor/supplier if a request/complaint is received from Gujarat University end with regard to this effect due to any reason.
20. We understand and will abide by all the above Terms and Conditions.

Place:

Signature of the Bidder (with seal)

Date: