

**Terms & Conditions of the Annual Rate Contract for a period of One Year from the date of issuance of the letter/Order**

1. The sealed offer, complete in all request, must reach the Office of the Assistant Registrar (Gen. Branch), Chaudhary Devi Lal University, Sirsa-125055 latest by **10.01.2023 (date) by 11:00 AM (time)**, and shall be opened on **10.01.2023 at 03:30 PM**. The offer 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 out rightly.
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. CDLU/Gen./AG-I/9813 DATED 16.12.2022 AND DUE ON 10.01.2023.”** The offer may be sent to the office of **Assistant Registrar (Gen. Branch), Room No. 121, 1<sup>st</sup> Floor, Chaudhary Devi Lal University, Sirsa** The Offer, where the **superscription** is not mentioned on the envelope by the offer may not be entertained.
4. The following terms may be spelt out in your offer clearly:
  - i. Discount on price.
  - ii. Rates of GST in %, if any, Please note that the University does not issue Form ‘C’ or ‘D’
  - iii. Guarantee/Warranty period.
  - iv. Misc. charges such as Packing & Forwarding charges, Insurance charges, etc., if any.
5. FOR at CDLU, Sirsa.
6. The packing, forwarding, freight, insurance charges etc. may be quantified in terms of amount. These charges will not be payable against such vague statement as **“packing, forwarding, freight and insurance charges etc. extra”**.
7. Charges not mentioned in the offer shall not be paid.
8. If you have rate contract for the above item with GeM (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.
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. 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 GeM/DGS&D/DS&D (Haryana) or any State Govt. Deptt/Central Govt. Deptt. University etc.”
12. Proof of your being manufacturer/exclusive distributor/authorized dealer must accompany the offer.
13. 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).
14. 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.
15. 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.
16. In case there is any complaint of non-compliance of order, the Secretary, Sports Council/DSW etc. of the concerned department will send the complaint to the Convener, Sports Material Purchase Committee for further necessary action.
17. 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.
18. The offer must be valid for a period of one year from the date of issuance of the letter/order.
19. Quantity can be increased or decreased by the University without any notice to the firm/supplier.

20. 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.
21. 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.
22. 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.
23. The acceptance of the material shall be subject to satisfactory report of the Office's Inspection Committee/Technical Committee/Experts Committee/Purchase Committee.
24. 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.
25. 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.
26. The order may be executed within time period mentioned by the Indenter in supply order.
27. The bank charges, if any, shall be charged to firm's/supplier account.
28. Invoice No. must be duly printed/machine numbered and should bear GSTIN.
29. 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.
30. Damage to the goods or any other loss (theft/pilferage) during transit shall be responsibility of the Supplier.
31. 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.

- 32. The successful Vendor shall deliver to Assistant Registrar (General), CDLU, Sirsa a Performance Security for an amount of Rs. 85000/- in form of Bank Guarantee or Demand Draft. Performance Security shall be valid for 60 days beyond date of completion of contractual obligations of the supplier including warranty obligations or as prescribed in the contract data. In case, the time of completion is enlarged, the validity of the guarantee shall be correspondingly extended. It carries no interest and is refunded to the contractor after the date specified in the contract.**
- 33. The successful bidder shall submit duly signed Agreement on the Stamp paper worth Rs. 100/-. No running/final payment will be made without signing of the Agreement.**
- 34. Efforts will be made to allot the whole Annual Rate Contract to the overall lowest bidder, therefore overall lowest bidder will be given a chance to reduce the rates of items in which he/she quoted rates on higher side at least upto the extent to at par or below L1 item wise rate. However, if he/she do not agree to reduce the rates of those items, Annual Rate Contract will be bifurcated/split up among the bidders on item wise lowest quoted rates.**