

No. 13 (PZ)/01/RC-CHEM/16 – 17/PUR

Rate Contract (R/C) of Chemicals, Plasticware, Glassware, Filterpapers and HPLC / TLC Columns for the year 2016 – 17.

Terms and Conditions

1. **Rates:** Rates as given in your price list valid for the period of R/C shall be applicable. If the Price list for the current year is not available, price list of last year will be applicable on request of the firm.
No upward revision in price will be accepted during currency of the rate contract under any circumstances. The bidder should provide an undertaking to this effect.
2. **Discount:** R/C discount as offered by you shall be deducted from Catalogue Price.
3. **Fall Clause:** The price charges for the items supplied under the Rate Contract shall in no event exceed the lowest price at which the party sells the items of same description to any other institute /person during the period of contract.
4. **Delivery & Deliver Schedule:** All supplies must be on the basis of Door Delivery at Central Stores, CSIR - NEIST, Jorhat, and its Branch Laboratories at:
 - I. Itanagar (Arunachal Pradesh) &
 - II. Imphal, Manipur(Please note there will not be allowed any transportation, Dry ice etc charges additionally over and above the MRP given in Price List) . Delivery must be made Within 4 – 6 weeks of issue of the order unless otherwise specified. Supplies must normally not be made for the total order. Part supplies shall normally not be accepted. Part billing is not acceptable except in exceptional cases.
5. **Payment:** All payment shall be made on bill basis normally within 30 days after the delivery is made and accepted by Central Stores, CSIR – NEIST, Jorhat and on receipt of bill in order. Supplies should be made promptly within delivery schedule and must conform to our specifications. Bill must also be raised promptly after supply is executed. CSIR – NEIST will not be held responsible for delayed payment if the bill is not in order or delayed rising of bills. Part billing is prohibited except when it is for final supply or in exceptional cases.
6. **Loss, Damage & Shortage:** The firm shall be responsible for any loss, damage & shortage during transit. Payment shall be made for materials received in good conditions only. Any damage or shortage noticed on delivery, the same must be replaced within 2-3 weeks after intimation.
7. **Taxes & Duties:**
 - I. Excise Duty: CSIR – NEIST, Jorhat is exempted from payment of Excise Duty fully.
 - II. CST/Custom Duty: We are not entitle to issue Form 'C' or 'D'. However, a certificate of concessional sales tax as applicable to research institutes may be issued on request. Concessional rates of Custom Duty and Surcharge thereon are applicable on all imported items by CSIR – NEIST.

In case of imported items, we can provide Custom Duty exemption certificate. If you are ready to supply the material on custom bonded warehouse prices, please provide your offer accordingly.

- III. AVAT: AVAT as per prevailing rates may be applicable for supplies made from within Assam.
 - IV. Octroi: Normally no Octroi is charged on CSIR – NEIST consignments against Declaration issued by us. However, if any octroi is charged it must be against original voucher only.
 - V. Way Bill/Road Permit: We issue a Certificate of Declaration In lieu of Way Bill / Road Permit.
8. **Local Dealer / Stockiest:**
- I. **There should be one exclusive authorised dealer / stockist for each brand/ product.**
 - II. Any addition or deletion of dealership / distribution ship must be intimated immediately.
 - III. Order can be made to local stockiest directly at R/C rate as per the same terms & conditions. The local stockiest may be asked to keep stock of essential R/C items for ready supply ex-stock.
9. **Validity of R/C:** R/C will be valid up to 30.06.2017 unless cancelled by Director, CSIR – NEIST, Jorhat. R/C may also be extended beyond 30.06.2017 at the discretion of Director, CSIR – NEIST, subject to acceptance by the firm.
10. **Force Majeure:** Force Majeure is acceptable.
11. **Authorization:** Authorization letter should be provided in case a product is quoted by any supplier other than its original manufacturer.
12. **Order Value:** The orders will be placed irrespective of value as per our requirement.
13. **Price List/ Catalogue:** One copy of printed Pricelist & one number of Pricelist in CD should be provided.
14. **Parallel Rate Contract:** CSIR – NEIST reserves the right to enter into more than one rate contract with the different suppliers for the same item on different rates.
15. Director, CSIR – NEIST, Jorhat reserves the right to place orders with you or any other firm or cancel the rate contract without assigning any reason thereof.
16. All disputes under the rate contract will be settled by the Director, CSIR – NEIST, Jorhat and will be binding on you subject to jurisdiction of Guwahati High Court only.

N.B:

- a) **Earnest money deposit (EMD) is NOT required to be submitted by the prospective bidders.**
- b) **The Rate Contract is to be done only for the Consumables items**
- c) **Please attach dully filled in Application Form as per the attached format.**

Application Form

(For entering into rate contract for chemicals, glassware, Plasticwares, pipettes & micropipettes, Filter Paper, Filtration Kits and HPLC/TLC Columns for the year 2016-17)

Sl. No.	Particulars	Fill by typing
1.	Name & full address of the applicant (Manufacturer/Authorised Distributor of foreign manufacturer)	
2.	Item/materials for which rate contract desired/applied for (1) Chemicals (2) Glass Ware (3) Plastic Wares, pipettes & micropipettes (4) Filter Papers, Filtration Kits (5) HPLC/TLC Columns	
3.	Name of brand of product	
4.	If the Firm is under Rate Contract with other Govt. Deptt. /Inst. Details along with certified copy of rate contract issued by Institutes/Deptts. Should be provided.	Yes/No (if yes please attach Order copies)
5.	(a) Certified copies of state sales tax Regn. No. Tin No. with date of validity. (b) Central Sale Tax Regn. No. (c) Latest copy of Sales Tax Return. (Please enclose copies of relevant papers)	
6.	Income Tax PAN No. (in the name of the firm/company & not individual)	
7.	Whether product catalogue is in circulation, if so, please enclose two copies of printed Pricelist & one number of Pricelist in CD should be provided..	
8.	Please indicate name & full address of your banker along with bank account details.(if to be supplied and billed directly)	
9.	If not to be supplied & billed Directly, Please give Name & address of only one exclusive authorized / valid dealer / distributor for CSIR-NEIST, Jorhat and its Branch Laboratories at (1) Itanagar (Arunachal Pradesh) & (2) Imphal, Manipur (Please note there will not be allowed any transportation, Dry ice etc charges additionally over and above the MRP given in Price List)	
10.	Trade Discount (in %) on catalogue price along with certificate/declaration of not giving higher discount to any other department.	

Signature

Name of company/firm with complete address & seal