## TERMS & CONDITIONS FOR RATE CONTRACT WITH PJTSAU-2023-24.

- 1. No equipment, apparatus, Gel electrophoresis apparatus and Analytical services etc. are covered under the rate contract.
- 2. The packing, freight, forwarding, insurance charges, if any, will not be borne by the purchaser. Similarly any loss, damage, pilferage etc. of the material on transit will be sole responsibility of the supplier. The defective supply, breakage(s) if any, is to be replaced by the supplier within 7 days freight/transport charges.
- 3. The delivery supply will be made on F.O.R basis to the PJTSAU, Rajendranagar, Hyderabad 500 030.
- 4. Sales Tax/VAT/GST, Excise Duty and other Govt. levies will be paid extra as applicable under rule.
- 5. The supply of material will have to be completed within 30 days from the date of issuing purchase order. In case of delay or non-compliance of this order liquidated damages will be levied @ 2% per week subjected to maximum of 10% of the order value. After 10 week's orders shall stand cancelled automatically.
- 6. No payment will be made in advance even through Bank. But the payment will be released after receiving goods in full in satisfactory conditions. Triplicate pre-receipted bills on a revenue stamp, should be sent to the Officer concerned, PJTSAU. No interest will however, be payable in case of delay payments.
- 7. Payment will be made according to the current pricelist as accepted by the PJTSAU under rate contract and no price revision in rate (on higher side) will be accepted during the period of rate contract.
- 8. The order will be placed as per requirement irrespective of value of the order.
- 9. The firm may supply the required items as per unit price mentioned in the price list.
- 10. Any dispute arising between the manufacturer and the purchaser will be referred to institute for which sole arbitration and decision thereof shall be final and binding upon the parties i.e. manufacturer/supplier and purchaser.
- 11. Supply should be made in full against the order and no part supply will be accepted.

- 12. No payment will be made for unsatisfactory supply.
- 13. The articles should be securely packed to avoid damages etc. in transit.
- 14. Supply to be made from the latest batch of production with maximum life period in original packing.
- 15. In case the proposal submitted for the firm is accepted, the same will be intimated through University rate contract proceeding.
- 16. The Director of Research, PJTSAU reserves the right to cancel the rate contract at any time without assigning reason.
- 17. The rate contract will be valid for a **period upto 31.03.2024** from the date of award of Rate Contract.
- 18. A certificate is to be given by the applicant that the price list supplied is the only one in circulation.
- 19. Printed and bounded current effective price list duly signed & certified by the authorized signatory must be sent.
- 20. Discount, if any on the ruling prices may be mentioned clearly with trade discount certifying that higher discount is not given to any other Department as offered.
- 21. All questions, disputes or difference under, out or in connection with the contract, if concluded shall be subject to the executive jurisdiction of the court within the local limits of Hyderabad.
- 22. In case of discrepancy between unit prices and total price, the unit price shall prevail.
- 23. In case of supply of goods made through dealer, their name and mail address may be declared / indicated.
- 24. Wherever applicable, minimum warranty should be one year.

- 25. Non-refundable EOI Fee of **Rs.1,000/-** (**Rupees One thousand only**) may be enclosed in the form of Demand Draft in favour of "**The Comptroller**", **PJTSAU**, **Rajendranagar**, payable at Hyderabad should be submitted along with EOI. Failing which, submitted EOI will be rejected.
- 26. The Earnest Money Deposit (EMD) of **Rs.10,000/- (Rupees Ten thousand only)** in the form of **Demand Draft** in the favour of **"The Comptroller", PJTSAU, Rajendranagar, payable at Hyderabad** should be submitted by the interested firm along with their application. Failing which the application will be rejected.
- 27. Suppression of any relevant/factual information if found later, the contract will be terminated immediately and appropriate action will be taken accordingly.
- 28. The interested firms should submit their filled EOI application along with all relevant enclosures only by **Post/Courier** to the undersigned on working days (10.00 AM to 4:30 PM).
- 29. If the printed catalogue price list for the year 2023-24 is not ready by the time of application, the firms if desired may submit their application by enclosing price list of 2022-23 & issuing a Certificate in this respect stating that the price list of 2022-23 is valid for 2023-24.
- 30. The last date for submission of EOI for Rate Contract is on or before <u>31.03.2023</u>.

M.Venkata Ramana Director of Research Admin. Building, PJTSAU, Rajendranagar, Hyderabad - 30