**ANNEXURE - II**

**GENERAL CONTIONS OF RATE CONTRACT**

1. **General Terms:**

In these conditions "The Buyer" shall mean International Centre for Genetic Engineering and Bio Technology and "The Seller the seller whose name appears overleaf. "The Goods" shall mean the goods described in rate contact no.

and "The Price" shall mean the total price payable by the buyer for the Goods, including such taxes as may be applicable., "The contract shall mean the contract between the Buyer and the seller consisting of the purchase orders, these terms and conditions and any other documents (or part thereof) specified In the purchase order. Should there be any Inconsistency between the documents comprising the Contract, they shall have precedence in the order herein listed. "Delivery Date" shall mean the date or dates as specified in the attached purchase orders. "Delivery Address" shall mean the address stated on the purchase order. "Purchase Order" shall mean the Buyer's purchase order attached hereto.

2. **Offer Acceptance:**

(a) The Purchase Order constitutes an offer to purchase the Goods upon the terms of the Contract and any previous offer to sell the Goods made by the Seller is deemed to be an invitation to treat.

(b) The offer will be deemed to be accepted by the seller upon the happening of any of the following events namely:

(I) Delivery of the goods to the, Buyer or to the Delivery Address;

(II) The delivery by the Seller to the Buyer of an acknowledgement of the Purchase Order;

(iii) The submission by the Seller to the Buyer of a delivery schedule.

(c) No conditions submitted or referred to by the Seller on accepting this offer or incorporated in the seller' catalogues or acceptance form or elsewhere shell form a part of the Contract unless otherwise agreed to in writing by the Buyer and to the extent that any conditions submitted or referred to by the Seller would otherwise form part of the Contract then the same shall be deemed to be waived.

(d) The Buyer shall not be liable for any variation, addition amendment or attraction to the Contract which has not been confirmed by it by its duly authorised representative in writing.

(e) The Buyer will not be liable for any orders for the purchase of Goods except for those contained In a Purchase Order signed by a duly authorised official for and on behalf of the Buyer.

(f) The Purchase Order will lapse unless unconditionally accepted by the Seller and deliver the goods within stipulated time mentioned on the purchase order.

3. **Quality:**

All deliveries of Goods made under the Purchase Order must be of the quality specified or, if none be specified of good quality and in accordance with the specification drawing, design and type ordered and if ordered by sample be in accordance with the approved sample. All Goods shall be fit and suitable for the purpose intended, of merchantable quality, and free from any detect of any nature whatsoever.

4. **Quantity**:

The Seller shall not deliver to the buyer goods in excess of the quantity of goods ordered or to be released under the provisions of the Purchase Order without authority in writing being first obtained from the buyer. If goods in excess of the quantity ordered or to be released are delivered by the seller to buyer, the buyer may refuse such delivery of excess goods and may return excess goods at the expense and risk of the seller and the buyer shall under no circumstances be liable for any damage caused to any such excess goods or to pay for the same.

5. **Price:**

The Price for the goods listed in rate contract is firm and is not subject to change without the agreement in writing of the Buyer. The Buyer shall not be responsible for the cost of packing or transportation costs unless the same has been agreed in writing by the Buyer. ICGEB may its discretion decide accordingly, to issue necessary amendments to the rate contracts.

Further, the rate quoted by the contracted Agency, and as approved by ICGEB, shall remain valid throughout the period of contract and the request to increase the rates for any or all items, during the contract period, shall not be entertained at any stage.

6. **Delivery of Goods/Materials:**

(a) Failure to deliver the goods, the subject of Purchase Order or any instalment thereof or release there under (if to be delivered by instalment or so released) of the quality herein before specified and on the delivery date specified in the purchase order or in any release authorisation made in accordance with the term of the Purchase Order shall. At the buyer's option, to be exercised by notice in writing by the buyer to the seller. Relieve the buyer of any obligation to accept and pay for such Goods and upon failure to deliver as specified as aforesaid the Buyer may buy elsewhere and/or terminate the whole Purchase Order. Any failure by the Buyer to exercise this option with respect to any instalment or release shall not be deemed to constitute a waiver with respect to any subsequent instalments or releases. In relation to failure to deliver as specified at aforesaid time shall be deemed to be of the essence of the contract.

(b) If the goods are to be delivered by instalment, the contract will be treated as a single contract and not severable. In the event that the goods are not delivered to delivery address specified in the Purchase order, the seller will be responsible for any additional costs and expenses incurred in delivering them to their correct destination.

(c) Neither party hereto shall be liable for failure to perform the contract if occasioned by act of God, war, riot or civil commotion, act of sabotage or subversive activity, fire, flooding, pestilence, explosion or other catastrophes. lockouts or labour disputes or stoppages of any kind or either cause beyond their control and If the seller failure to perform the contract due to any of the foregoing reasons, the Buyer may obtain the Goods elsewhere and the amount of the Goods comprised in the Purchase Order shall be reduced accordingly by the amount of the Goods purchased by the Buyer elsewhere during the period of such failure of supply by the seller.

(d) The expiry of the chemicals should be of maximum duration, short expiry chemicals will not be accepted and you are liable to replace them

7. **Inspection:**

(a) The buyer shall be entitled to inspect all goods delivered by the seller pursuant to this or any contract and thereafter to elect whether to accept such Goods. Risk and property shall only pass to the buyer upon the buyer electing to accept the goods. If the buyer elect to reject the goods, the Goods will be returned to the seller at the seller’ expense. If no notification of rejection is received by the seller within one month of actual delivery of the goods to the buyer (delivery to a carrier not being deemed to be delivery to the Buyer), the buyer shall be deemed to have accepted the Goods.

(b) Subject as aforesaid, the seller shall make good free of charge to the buyer any loss or damage resulting from any defects in the goods and shall at the request of the buyer at their own costs promptly replace any defective Goods.

(c) In the event of the seller’s failure promptly to replace any such defective Goods, the buyer shall be entitled to purchase similar goods from other sources in which event the Seller shall indemnify the buyer against any increased costs or other damages thereby incurred by the buyer.

(d) The making of any payment by the buyer to the seller shall not prejudice the buyer' right of rejection herein contained. Upon rejection by the buyer, the seller shall refund the payment made by the buyer before such rejection.

8. **Official Order:**

The Buyer will not accept liability for Purchase Orders or releases or be deemed to have given a Purchase Order or release authorisation unless issued on the Purchase Order or release authorisation form. All Purchase Orders must be duly signed by or on behalf of the Buyer by an authorised officer of the Buyer and any variations must be so authorised.

9. **Consent:**

The Seller shall not Without the Buyer' prior consent in writing assign, transfer or make over this Purchase Order or make any sub-contract in respect thereof to any third party.

10. **Secrecy:**

The seller shall be obliged to treat this Purchase Order and all work in connection therewith as trade secret and strictly confidential.

11. **Compliances:**

The seller shall comply with and give all notices required by any statute, statutory instrument, rule or order or any regulation or bye law applicable to the goods Including their packaging and delivery (the “Statutory Requirements”) and shall pay all fees and charges in respect of the goods legally recoverable from the seller. If there is change the seller shall immediately give to the Buyer a written notice specifying the divergence.

12. **Payments:**

The seller shall be entitled to invoice the Buyer on or at any time after delivery of the goods and each invoice shall quote the number of the Purchase Order.

13. **Termination:**

(a) The Buyer may at any time in their absolute discretion terminate the Contract in whole or in part by notice in writing and upon such termination the Seller shall cease all further work under the Contract and terminate all Purchase Orders correctly relating thereto. The Buyer shall pay to the seller the Price (if unpaid) under the Purchase Order for all work actually completed and the reasonable cost of all works actually incurred by the seller in carrying out the Purchase Order to the date of such termination provided such costs are directly attributable thereto. This clause is not applicable if the Contract is terminated under any other provision herein contained, and no claim under this clause shall be entertained after the expiration of two months from the date of such termination. The Buyer liability under the terms at this clause shall be limited to the total amount due under the Purchase Order less all amounts paid and shall in no circumstances exceed this sum.

(b) The Seller shall be entitled to terminate the Contract upon the happening of any of the following events:

(I) The buyer suffering an execution to be levied on their goods.

(II) The Buyer having a receiver, an administrative receiver or administrator appointed or going into liquidation whether voluntary or compulsory.

(c) All rights, obligations or liabilities pursuant to the contract arising prior to the termination of the Contract shall survive the termination of the contract.

14. **Remedies:**

The remedies hereby reserved shall be in addition to and net in substitution of any other remedies at law and in equality and no waiver of any breach of any terms shall constitute a waiver or any other breach of any other term of the contract and in particular notwithstanding the foregoing all conditions or warranties implied by law shall apply to the Contract.

15. **Modification/Amendment:**

(a) If any provision if the Contract is declared by any judicial or other competent authority to be void. Voidable, illegal or otherwise unenforceable or indication to that effect are received by either of the parties from any competent authority, the parties shall amend the intentions of the parties without illegally or at the discretion of the Buyer It may be severed from the Contract and the remaining conditions of the Contract shall remain in full force and effect unless the Buyer In the Buyer discretion decide that the effect of such declaration is to defeat the original intentions of the parties in which event the Buyer shall be entitled to terminate the Contract by five days notice.

(b) Both the Buyer and the Seller acknowledge that the Contract contains the whole agreement between the parties and that they have not relied upon any oral or written representations made to them by the other or its employees or agents and have made their own Independent Investigations into all matters relevant to it.

(c) This Contract supersedes any prior agreement or contract between the parties whether written or oral and any such prior agreements or contracts are cancelled without prejudice to any rights which may have accrued there under to either of the parties hereto.

(d) The failure or delay by the buyer in enforcing the strict performance of any provision of the Contract will not constitute a waiver of such a provision or of any other right or provision or obligation herein contained.

16. **Warranty**

Manufacturers authorise its dealers to quote on their behalf provided the vendor takes full responsibility for the quality of the product including warranty obligations and the inspection and replacement of the product against purchase order is carried out by the authorized vendor.

17. **Jurisdiction:**

The Contract shall be construed in accordance with and governed in every respect by the laws of India and all actions arising out of or connected with the Contract shall be brought in the Courts of Delhi.

Buyer’s Signature Seller’s Signature

Signature Signature

Dr. Dinakar M. Salunke Name of the Authorized Signatory

Director Title

Date – Date –