



सी. एस. आई. आर - हिमालय जैवसंपदा प्रौद्योगिकी संस्थान

CSIR-INSTITUTE OF HIMALAYAN BIORESOURCE TECHNOLOGY

(वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद्/ Council of Scientific & Industrial Research)

पोस्ट बॉक्स नं.06, पालमपुर-176061 / Post Box No.06, Palampur-176061

(हिमाचल प्रदेश/Himachal Pradesh), भारत/India

e-MAIL: spo@ihbt.res.in, Phone: 91-1894-230425,



SPEED POST

सं. No. 4(6)2021/RC-GASES/ Pur/ 2021-22

दिनांक Dated : 09.09.2022

सेवा में To

मेसर्स जेके इंटरप्राइजेज जालंधर रोड (नसराला) होशियारपुर 146022 (पंजाब)	M/s J.K.Enterprises Jalandhar Road (Nasrala) Hoshiarpur 146022 (Punjab)
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महोदय Sirs,

विषय: गैसों की आपूर्ति के लिए दर अनुबंध

Sub: Rate Contract for the supply of **Gases**.

संदर्भ: आपका दर अनुबंध प्रस्ताव संख्या JKE/IHBT/22-23/ दिनांक 25.08.2022

Ref: Your Rate Contract Proposal No. JKE/IHBT/22-23/ dated 25.08.2022

उपरोक्त विषय पर आपके दर अनुबंध प्रस्ताव के संदर्भ में, मुझे आपको निदेशक, सीएसआईआर-आईएचबीटी, पालमपुर द्वारा गैसों की आपूर्ति के लिए वार्षिक दर अनुबंध निम्नलिखित निबन्धन और शर्तों पर आपको प्रदान करने के अनुमोदन दिए जाने का निर्देश दिया गया है।

With reference to your rate contract proposal on the above subject, I am directed to convey the approval of Director, CSIR-IHBT, Palampur to award the annual rate contract for the refilling of various gases for a period of one year on the following terms & conditions.

Sr.No.	Description of Gas	Rate (Basic Price)
1.	Refilling of Oxygen Gas of 99.999% pure IOLAR grade (per cylinder of capacity 7M ²)	Rs.240/- per cyl.
2.	Refilling of Hydrogen Gas of 99.999% pure IOLAR grade (per cylinder of capacity 7M ²)	Rs.1025/- per cyl.
3.	Refilling of Nitrogen Gas of 99.999% pure IOLAR grade (per cylinder of capacity 7M ²)	Rs.600/- per cyl.
4.	Refilling of Zero Air Gas of 99.999% pure IOLAR grade (per cylinder of capacity 7M ²)	Rs.800/- per cyl.
5.	Refilling of Argon Gas of 99.999% pure IOLAR grade (per cylinder of capacity 7M ²)	Rs.1500/- per cyl.
6.	Refilling of Acetylene gas of 99.999% pure IOLAR grade (per cylinder of capacity 7M ²)	Rs.2050/- per cyl.

7.	Refilling of CO2 gas of 99.999% pure IOLAR grade (per cylinder of capacity 7M ²)	Rs.26/- per kg
8.	Refilling of Liquid Nitrogen	Rs.80/- per litre
9.	Refilling of CO2, Bulk supply (40cyl per lot)	Rs.32/-per kg in your own cylinders on returnable basis
Prices are Ex-works, Nasrala for Items at Sr.No.1 to 8 and FOR, CSIR-IHBT, Palampur for Item at Sr.No.9.		

निबन्धन और शर्तें Terms & Conditions

1. **Period of the Rate Contract:** The rate contract will be valid for the period of one year **w.e.f. 09.09.2022 to 08.09.2023.**
2. **Prices:** Prices as per the above details are Ex-works, Nasrala basis for Items at Sr.No.1 to 9 and FOR, CSIR-IHBT, Palampur basis for Item at Sr.No.10.
3. **Delivery:** Within a period of **30 DAYS** from the date of issue the of purchase order, otherwise order is liable to be cancelled. The material should be delivered in a complete lot against a particular order at one time at these are ordered for our time bound Research Projects.
4. **GST:** GST will be paid @18% or at actual as applicable.
5. Purchase orders for any amount and quantity will be released on a need basis as and when required by CSIR-IHBT.
6. **Payment:** Payment will be released within **THIRTY DAYS** from the date of acceptance of material and submission of the pre – receipted invoice in triplicate through PFMS/Online mode.
7. Certificate of Purity and pressure should be given along with supply.
8. If it is found that the required purity and pressure is below the declared level, supplier will supply the gas free of cost including to & fro transportation cost without delay.
9. **Rejected Material:** All rejected material will be required to be taken back by the firm immediately and replaced with right material at their own cost.
10. **Liquidated Damages:** Delivery date mentioned in our order should be strictly adhered to, otherwise we reserves right not to accept the delivery in part or full or to claim liquidated damages at @1% per week subject to a maximum of 10% of the total value of purchase order from the vendor for non-compliance of the ARC terms & conditions or treat the order as cancelled.
11. **Charging Higher Rates:** You shall not charge the higher rates at which you sell the stores of identical description to any other Departments/Organization/person during the period of contract. If at any stage it is found that your firm is charging the higher rates, the difference of amount shall have to be refunded to IHBT.
12. **Fall Clause:** Shall mean, if at any time during the execution of the contract, the contractor reduces the sale price or sells or offers to sell such stores, as are covered under the contract of IHBT, to any person/organization including the purchaser or any department Central/ State Government at a price lower than the price chargeable under the contract, he/she shall forthwith notify such reduction or sale or offer of sale to the purchaser and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced. In no circumstances, the rate will exceed the lowest price and in the even of price going down, the rate will be amended and

this Institute must be informed by the manufacturer and their authorized distributor/dealer/stockiest in writing immediately.

13. Revision of rates: No revision in rate on higher side will be accepted during the currency of the rate contract. The price list submitted/received in the Institute will be treated as final.
14. Mere approval of Rate Contract shall not be binding on us to place on you.
15. Parallel rate contracts for similar items can be placed at any time during the period of rate contract with one or more parties.
16. The tendered terms & conditions will also be a part of this Rate Contract which is being made with you.
17. **Extension of Rate Contract:** Rate Contract at the prevailing prices and terms & conditions may be extended with the mutual consent of the seller and purchaser.
18. **Force Majeure:** You or your authorized distributor/dealer/stockiest will be free from liability to execute the supplier order in the event of production being stopped due to reasons beyond their control, such as due to riots, strikes, civil commotion's shortages of materials, natural calamity and Government restriction etc.
19. **Authorized Person to Place Order:** Stores & Purchase Officer /Section Officer (S&P), IHBT, Palampur (HP) only are authorized to place purchase orders for the requirements direct on the supplier or their authorized distributor/dealer/stockiest.
20. **Termination of the Contract:** Normally, the rate contract can be terminated at any time by giving **ONE MONTH'S** notice by either party. However, Director, CSIR-IHBT, Palampur, reserves the right to terminate the contract any time without assigning any reasons what so ever.
21. **Disputes:** Any dispute arising between the manufacture/supplier and the Institute relating to any matter with regard to the rate contract, and the parties fails to resolve the dispute/ difference by mutual discussion, the same will be referred to the Director General, CSIR, Anusandhan Bhawan, New Delhi for his sole arbitration and decision thereof shall be final and binding upon both the parties i.e. manufactures/supplier and purchaser.
22. **Jurisdiction:** All disputes arising out of this contract will be subject to the jurisdiction of the law of courts in New Delhi only. The language of the legal proceeding will be English only.

This Rate Contract offer made to you would be effective from the day a written acknowledgement and unconditional acceptance of the rate contract in the attached acknowledgement from on your company's letter head duly signed by an authorized signatory with name, designation and date with the seal of the company is received within TEN days from the date of issue of this letter, failing which it will be presumed that your firm is not interested in the rate contract.

भवदीय Yours faithfully,



(Sanjay Rawat)

भण्डार एवं क्रय अधिकारी

Stores and Purchase Officer

सीएसआईआर के लिए और उसकी ओर से

For and on behalf of the CSIR



स्वीकृति ACKNOWLEDGEMENT
(कंपनी के लेटर हेड पर जमा किया जाना है)
(To be submitted on Company's Letter Head)

सं.No. _____

दिनांक:Dated: _____

निदेशक, The Director
हिमालय जैवसंपदा प्रौद्योगिकी संस्थान,
Institute of Himalayan Bioresource Technology
पालमपुर Palampur - 176 061
हिमाचल प्रदेश Himachal Pradesh

1. मैं/हम के निर्माता/मालिक **मेसर्स जेके इंटरप्राइजेज नसराला (होशियारपुर)** एतद्वारा गैसों की आपूर्ति के लिए दर अनुबंध पुरस्कार पत्र संख्या 4(6)2021/RC-GASES/Pur/2021-22 दिनांक 09.09.2022 की प्राप्ति स्वीकार करते हैं और उसमें उल्लिखित निबन्धन और शर्तों का पालन करने के लिए सहमत हैं।

I/We the manufacturer/proprietors of **M/s J.K.Enterprises, Nasrala (Hoshiarpur)** hereby acknowledge the receipt of the Rate Contract Award Letter No. 4(6)2021/RC-GASES/ Pur/ 2021-22 dated 09.09.2022 for the **supply of Gases** and agree to abide with the terms and conditions mentioned therein.

2. प्रमाणित किया जाता है कि हमारी फर्म किसी अन्य केंद्र/राज्य सरकार के विभाग/संगठन/पीएसयू/विश्वविद्यालय/अस्पताल को आपके संस्थान को दी जाने वाली दरों से अधिक छूट नहीं दे रही है।

Certified that our firm is not giving more discount to any other Central / State Govt. Departments/Organizations/PSUs/Universities/Hospitals over and above on rates offered to your Institute.

हस्ताक्षर Signature _____

(अधिकृत व्यक्ति Authorized Person)

बड़े अक्षरों में नाम Name in Capital Letters: _____

पदनाम Designation: _____

दिनांक Date: _____

कंपनी की मुहर
Seal of the Company

