

From

The Director (Stores & Purchases),  
CCS Haryana Agricultural University  
Hisar-125 004

To

As per list

Memo. No. SPO/P1/22/ 3230-38

Dated: 18/11/2022

**Subject:** Rate contract for the purchase of various kinds of Gases for the period ending 31-12-2023.

Dear Sirs,

**Please mention GST No. and email address on Letter Head compulsory.**

The University is interested to enter into Rate Contract for the purchase of following Gases for the period ending **31-12-2023**. You are, therefore, requested to quote your rates, terms and conditions for the same by the specified date. It is understood that you are Manufacturer/Authorized Dealer/Stockist for the following items:-

- a) Oxygen Gas
- b) Nitrogen Gas
- c) Liquid Nitrogen Gas
- d) Acetylene Gas
- e) Carbon Dioxide Gas
- f) Freon Gas -134 A
- g) Freon Gas-22
- h) R-134-A = Pouches (500gm) for the repair of Refrigerator & Air Conditioner.
- i) F-22=Pouches (one Kg.) for the repair of Refrigerator & Air Conditioner.

2. In case, the above mentioned item(s) is/are on Rate Contract with DGS&D/DS&D (Haryana)/GeM, an authenticated copy of the same may be supplied alongwith your offer. In case, no Rate Contract has been finalized till date with these authorities, a copy of such Rate Contract, as and when finalized, may be supplied to this office during the currency of the University's Rate Contract.

3. The following terms may please be spelt out in your offer clearly:

- i) Rates (Enclose authenticated price list) or quote rates
- ii) Discount
- iii) F.O.R.
- iv) Taxes (in percent). Please note that we do not issue Form 'C' or 'D'
- v) Other levies viz., Excise Duty/Custom Duty etc.
- vi) Payment terms
- vii) Delivery period
- viii) Guarantee/Warranty
- ix) After Sale Service
- x) Installation Charges
- xi) Any other charges, if any



10

4. The University Campus is situated outside Municipal Limits, and as such no Octroi is payable, if the material is supplied by Rail at the University directly. In case, packing, forwarding, freight and insurance charges etc. are required to be paid by the University, you will have to supply Actual Payees Receipts thereof. The charges, not mentioned in your quotation, shall not be paid by the University in any case.

5- As a general policy, the University tries to make 100% payment within 15 days of receipt of material subject to proper installation, wherever applicable and satisfaction of the Inspection Committee. No advance payment or payment against documents through Bank shall be made.

6. A security of Rs. **25000.00** in the shape of Fixed Deposit Receipt/Deposit at Call in favour of undersigned valid upto **29-02-2024** may be furnished with the offer. The security by other means except FDR/DAC is not acceptable. In case, the Rate Contract is not executed as per the settled terms and conditions, security can be forfeited, besides taking other action as deemed proper by the University. No firm with whom Rate Contract is approved by the University is exempted from depositing the security.

7. The articles of fragile nature, particularly glasswares etc. shall be accepted through personal delivery or else the transit risk shall be to your account. The samples can be asked for, wherever required.

8. The following certificates may please be recorded in your 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 terms and conditions offered to CCSHAU are in no way inferior to those being offered to other Govt/Semi-Govt. Departments/Institutions including DGS&D/DS&D (Haryana)
- iii) That in 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
- iv) That the discount offer to the CCSHAU is the same as is being offered by you to other institutions throughout India including other SAU's/ICAR Institutes/ Govt. Deptts./ Research Institutes and in case any discrepancy is found you are liable to bear penalty alongwith action such as blacklisting, debarring etc.  
**(To be got furnished from the Manufacturer/Principal firm)**  
That the discount offer to the CCSHAU is the same as is being offered by you to other institutes/ Govt. Deptts./ Research Institutes throughout Haryana and in case any discrepancy is found you are liable to bear penalty alongwith action such as blacklisting, debarring etc.  
**(To be got furnished from the Local Authorized Dealer)**
- v) That you have not been debarred/blacklisted by DGS&D/DS&D (Haryana) or any State Govt., University etc.

9. Copy of proof of your being Manufacturer/Authorized Dealer/Distributors must accompany your offer.

10. It may please be certified that no Family Member of your Concern is serving in this University. In case it is found that any Member belonging to the Family of your Concern is a University employee, the quotations/ tenders sent by you will be rejected outrightly.



11. The University is registered with the Dept. of Scientific & Industrial Research, Ministry of Science & Technology, New Delhi in the terms of Govt. Notification No.51/96-Custom dated 23 July, 1996 vide Registration No. TU/V/RG-CDE (74)/2020 dated 24.02.2021 upto 31.08.2025. Thus the University is exempted from the payment of custom duty for which the necessary certificates are issued by the University and you are, therefore, requested to submit the rate contract offer with custom duty exempted prices so that benefit of Custom Duty may be availed. In case no separate rates are offered a certificate must accompany your rate contract offer that no custom duty is being charged from the University by including the same in the prices offered to the University.

12. The sealed offers, complete in all respects, must reach the Office of the undersigned latest by 05-12-2022 by 10.00 a.m. The offers shall be opened on the same day at 11.00 a.m. in his Office. "RATE CONTRACT OFFER FOR THE SUPPLY OF \_\_\_\_\_ DUE ON \_\_\_\_\_" may please be superscribed on the envelope

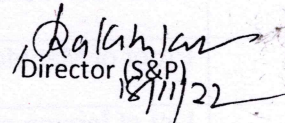
13. In case, any other information/clarification is required, please contact the undersigned at Tele. No.01662-284317 & 255419 on any working day (Monday to Saturday except 2<sup>nd</sup> Saturday) during office hours (9.00 a. m. to 5.00 p.m. during August to April and 7 a.m. to 2.00 p.m. during May to July).

14. The offer received late/or incomplete shall be rejected. The dispute, if any, shall be subject to jurisdiction of Courts at Hisar. Any other jurisdiction mentioned in the offer or invoice of the manufacturers/dealers etc. shall be invalid and shall have no legal sanctity.

15. The Check List is sent herewith for further necessary action.

Yours sincerely,

Encl: Check List  
& Annexure-1

  
Director (S&P)  
18/11/22

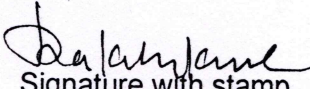
CC:

- ✓ 1. Incharge, Computer Section, COBS&H, CCSHAU, Hisar for placing it on Univ. Website under link Rate Contract for the period ending 31.12.2023
- 2 SSS (internal)



### Check List

Sr. No.	Points
1	Authenticated Price List
2	Discount
3	FOR
4	GST
5	Duties
6	Payment term
7	Delivery Period
8	Guarantee/warranty
9	After Sale Service
10	Installation charges
11	Other charges
12	Security
13	Usual Certificates
14	Proof of Manufacturer Certificate
15	List of foreign manufacturing firm/scope of rate contract
16	Rates excluding custom duty/including custom duty
17	Complete specifications with catalogue No.
18	Supply by
19	Validity
20	Name & complete address of the authorized dealer/Supplier (No other new dealer/Supplier of the firm after this Offer will be accepted)

  
Signature with stamp  
18/11/22



## ANNEXURE-11.

**General Instructions /Conditions to be supplied with the NIQ/ Press Tender by the Store Purchase Organization/Departments/Offices for Inviting Quotations etc.**

**Ch. CHARAN SINGH HARYANA AGRICULTURAL UNIVERSITY, HISAR**

### **Terms and Conditions/Instructions Governing Notice Inviting**

### **Quotations/ Tenders for the Supply of Goods**

\*\*\*\*\*

1. The Quotation received after due date/or time shall be rejected.
2. The security/earnest money equivalent to 5% (five percent) of the total cost of the material (upto 50.00 lakhs.) whereas the Security/Earnest Money equivalent to minimum 2.50 lakhs or 1% (two percent)of the total cost of the material whichever is higher for the material/equipments above Rs. 50.00 lakhs for tenders/e-tenders. The security will be rounded off to nearest Rs. 10.00 (Rs.ten) in the shape of Deposit at Call or Fixed Deposit Receipt in the name of Store Purchase Officer, CCSHAU, Hisar should accompany the Quotation/Tender failing which the Quotation/Tender will not be considered, except with the approval of Central Purchase Committee (CPC). The Security/Earnest Money in other shapes viz., Demand Draft/Pay Order/Cheque will not be accepted. Security for e-tender will be deposited on-line by the respective firm
3. The material shall be supplied by the supplier within the time limit specified in the supply order. The delivery period can be extended by the SPO/CPC, only in exceptional cases on written request of the supplier giving reasons/explaining circumstances due to which delivery period could not be adhered to. **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 CPC/SPO may decide till the supply remains incomplete, provided that entire amount of compensation shall not exceed 10% (ten percent) of the total amount of the cost of material supplied.** An appeal against these orders shall, however, lie with the Vice- Chancellor, CCS HAU, Hisar whose decision shall be final.
4. In case, the supplier/contractor fails to execute the supply order/contract on the rates, and terms and conditions as contained in the supply order within the stipulated period, the security/earnest money shall be forfeited. Besides, any other action as may be deemed necessary by the CPC may be taken against the supplier/contractor.
5. The quotation/tender shall be submitted in double envelope. The inner envelope shall be sealed and shall have the superscription "QUOTATION/TENDER IN RESPONSE TO ENQUIRY NO. \_\_\_\_\_ DATED \_\_\_\_\_, AND DUE ON \_\_\_\_\_". The offer may be sent to **Store Purchase Officer, CCS HAU, Hisar- 125 004.** The



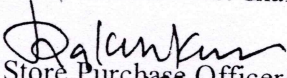
quotation/tender, where the date of opening is not mentioned on the envelope by the Quotee, shall not be entertained.

6. The rates should be quoted on price list less discount. FOR should be CCSHAU Campus at Hisar or Offices situated at outstations as the case may be. The rates quoted Ex-godown can be rejected. All charges payable by the purchaser such as GST, Packing & Forwarding and other levies like GST, Custom Duty, etc. should be mentioned in the quotation/tender. **The charges not mentioned in the quotation/tender shall not be paid by the University. Please note that the University does not issue Form 'C' or 'D'.**
7. The supplies should be offered from ready stock.
8. The validity period of the quotation/tender and Guarantee/Warranty period of the material, if any, should be mentioned specifically. The offer must be valid for a period of atleast three months from the date of opening of quotation/tender.
9. The University/its Offices at Hisar and Outstations do not make payment in advance or against documents supplied through Bank. However, as a matter of general policy, the University tries to make payment within 30 days of the delivery of the material subject to proper installation, wherever applicable and satisfaction of the Inspection Committee.
10. The quantity can be increased/decreased.
11. The current price list duly authenticated by the Principals with dated signature and seal alongwith literature/pamphlets may also be supplied along with the offer.
12. If you or your Principals are on rate contract with DGS&D, DS&D (Haryana) or Controller of Stores, this may be mentioned specifically in your offer and a photocopy of the same, duly attested, may be enclosed.
13. In case, the material is received through goods Transport Company by road, the transport companies charge delivery charges, labour charges etc. x It may be mentioned specifically as to whether the material will be sent by rail or by road through goods Transport Company.
14. The make and complete specifications of the material should be clearly mentioned and enclosures, if any, be sent. (make/specifications shall be provided by the University)
15. The samples of the material, when asked for must be sent with the quotation. The unapproved samples may be collected on receipt of information failing which these shall be despatched by Goods Carrier on your risk on freight to pay basis. Samples below Rs.100.00 will not be returned to the firm. However, if the firm wishes to take the same back, the same can be collected at your own cost within a period of one month, failing which the samples will be disposed off. **The quotation received without sample when asked shall be rejected outrightly.**
16. The acceptance of the material is subject to approval of this Office Inspection



Committee/Technical Committee/ Experts Committee.

17. The acceptance of the quotation/tender shall rest with the undersigned who does not bind himself to accept the lowest quotation and reserves the right to reject any or all items of quotation/tender without assigning any reason therefor. The undersigned also reserves the right to accept quotation/tender in part i.e. any item or any quantity and to reject it for the rest
18. It is the University's policy to make all purchases from the manufacturers or their authorized dealers. If you are manufacturer/authorized dealer, proof thereof should be supplied along with the quotation/tender failing which the same is likely to be rejected without assigning any reason. A copy of the letter of proof from the manufacturer (s) may be attached. if you are an authorized dealer/stockist/distributor/agent etc.
19. The University is Registered with the Department of Scientific & Industrial Research (DSIR), No. TU/V/RG-CDE(74)/2015 dated 08.03.2018 for purposes of availing Customs Duty Exemption in terms of Notfn. No. 51/96-Customs dated 23.07.1996. Notfn. No. 28/2003-Customs dated 01.03.2003, Notfn. No.43/2017-Customs dt.30.06.2017 & Notfn. No.47/2017-Integrated Tax (Rate) dated 14.11.2017. Notfn. No. 10/2018-Integrated Tax (Rate) dated 25.01.2018 and Notfn. No. 45/2017-Central Tax (Rate) dated 14.11.17, Notfn. No. 45/2017-Union Territory Tax (Rate) dated 14.11.2017 and Notfn.No. 9/2018 Central Tax (Rate) dt. 25.01.2018, Notfn. No. 9/2018- Union Territory Tax (Rate) dated 25.01.2018 as amended from time to time for Research purposes only. This Registration is subject to terms & conditions (attached). This is issued in-lieu of DSIR letter No. TU/V/RG-CDE (74)/2015 dated 5<sup>th</sup> November, 2015 which is cancelled. This Registration is valid upto 31.08.2020. Thus the University is exempted from payment of Custom Duty and Excise Duty. The consignee will issue necessary certificate duly countersigned by the Registrar, CCS HAU, Hisar.
20. It may be certified that you have not been debarred/ blacklisted for any reason/period by DGS&D, DS&D (Haryana) or any other Central/State Govt. Dept./University/PSU etc. If so, particulars of the same may be furnished. Concealment of facts will not only lead to cancellation of the supply order, but may also warrant legal action.
21. In case, any other information/clarification is required, please contact the undersigned at Tel. No. 01662-284317 & 255419 on working days (Monday to Saturday except 2<sup>nd</sup> Saturday) during office hours.
22. Family members of the University Employees are not allowed to have business with the University. Quotations/tenders submitted by them shall be rejected outrightly.
23. The disputes, if any, shall be subject to jurisdiction of Hisar Courts. Any other jurisdiction mentioned in the quotations or invoices of the manufacturers/dealers etc. shall be invalid and shall have no legal sanctity.

  
Store Purchase Officer/HOD  
CCS HAU, Hisar-125004