



**Birla Institute of Technology & Science, Pilani**  
K K Birla Goa Campus

Ref.: BPGC/2024-25/RC/002

Date: 24/04/2024

To:

**M/s Govind Poy Oxygen Ltd.**

NH 17, Nuvem,

Salcete, Goa. 403 604.

**Sub: Annual Rate Contract 2024-2025 (RC) for the supply of various gases.**

Dear Sir/ Madam,

I am directed to state that your offer has been accepted for the supply of various gases under Annual Rate Contract (AMC) with following terms:

Sr. No.	Product / Particulars	Rate / Cylinder - Refill
1.	Nitrogen Purity 99.9%, Cap 7.00M3	350.00
2.	HP Nitrogen Purity 99.999%, Cap 7.00M3	1,575.00
3.	Zero Air, Cap 7.00M3	770.00
4.	Argon grade 1 Purity 99.9995%, Cap 7.00M3	1,890.00
5.	HP Oxygen Purity 99.8%, Cap 7.00M3	490.00
6.	Carbon Dioxide food grade Purity 99.9%, Cap 31 kg	1,085.00
7.	Liquid Nitrogen purity 99.999% per Ltr	75.00
8.	Dissolved Acetylene purity 97.5%, Cap 7M3	3,570.00
9.	Oxygen Industrial Purity 99.4%, Cap 7.00M3	300.00
10.	Co2 Block, cap 50.00 kg	2,900.00
11.	Hydrogen Grade 1 Purity 99.99%, Cap 7.00M3	3,360.00

**Commercial terms:**

1. Taxes & Levis: G.S.T.: @ 18% extra.
2. Loading & Unloading Charges: M/s GPOL scope.
3. Transportation: Rs 1,200.00 per trip.
4. Cylinder Deposit: - Rs. 10,000/- (Rupees Ten Thousand Only) Per Cylinder
5. Rate contract duration: 1<sup>st</sup> April 2024 to 31<sup>st</sup> March 2025.
6. Cylinder Turn round: - N.A
7. Penalty for delayed return of cylinders: - N.A.
8. Compensation towards Lost/Condemned cylinders/Repair Charges: In case of damage/loss of cylinders/fittings, repairs/replacement charges fixed by the company from time to time is payable.

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Annual Rate Contract 2024-2025 (ARC) – M/s Govind Poy Oxygen Ltd.





## Birla Institute of Technology & Science, Pilani

K K Birla Goa Campus

- a) The present compensation for loss of Cylinder is @ Rs. 16,000/- (Rupees Sixteen Thousand only) per Cylinder plus applicable taxes
  - b) Valve @ Rs.1250/- each, Spindle @ Rs. 250/- each and replacement broken spindle after drilling @ Rs. 200/- each. c) Cylinder Guard: @ Rs.250/- per Guard/Cap each plus applicable Taxes.
9. Payments: Payments for the supplies shall be made within 30 days from the date of invoices / debit notes and interest @ 18% per annum will be payable from the date of supply on invoices remaining unpaid beyond the credit period allowed apart from stoppage of supplies without Notice. If the amount received on account without payment advice, then the amount will be adjusted under FIFO (Fist in first out).
10. Jurisdiction: All supply in and disputes are subject to Margao-Goa jurisdiction.

### I. General Terms and Conditions for Supply of Gases

1. These terms and conditions for supply of gases are uniformly applicable to all supplies unless specifically varied in writing by the company.
2. All gases supplied are solely and absolutely for the own use of the customer who shall not under any circumstances resell or deliver them to any other party. Company's Cylinders are loaned to customers for their sole use and shall not be lent, hired, sold, transferred or refilled or used for any purpose other than storage of the gas compressed therein by the Company.
3. Supply of gases will be started only after.
  - o Receipt of the necessary cylinder deposit.
  - o Receipt of customer's instructions as to mode of dispatch of cylinders.
  - o Receipt of Indemnity Bond pertaining to cylinders
4. The company cylinders are supplied on loan basis against a nominal deposit which will not bear any interest. A receipt will be issued against this deposit and repayment will be made only to the original customer in whose name it was issued subject to proper discharge on the relative deposit receipt, over revenue stamp. This deposit will be refunded on return of the cylinders and adjustment / settlement of all dues in full. If the depositor is deceased or the deposit receipt is lost, the claimant should produce necessary documentary evidence to the satisfaction of the company before arranging the refund.
5. Acceptance of Cylinder Deposit does not create any obligation on the part of the Company for the supply of Gases and the Company reserves the right to reject supplies without assigning any reason.
6. The customer has to take delivery of the gases at the Company's Works/ Depot. If at the request of the customer, arrangement for delivery of full Cylinders at, and collection of empty Cylinders from, the customer's place or to and from any booking office for onward dispatch to Moffusil parties are made by the Company, the customer shall be liable to pay delivery and collection charges at such rate as may be fixed by the Company.
7. Company's cylinders will be supplied in whatever size available and whilst the company will





## Birla Institute of Technology & Science, Pilani

K K Birla Goa Campus

- endeavor to meet individual customer's requirements, no obligation to supply cylinders of specific capacities can be accepted.
8. Company's cylinders are dispatched to customers by passenger train or steamer or road transport freight to pay Empty cylinders must be returned by the passenger train, steamer or road transport freight paid Company's cylinders should not be returned by Goods Train. Further supplies in Company's cylinders will not be dispatched until receipt of the cylinders.
  9. All cylinders belonging to the Company are stamped with an identification number mentioned on the relevant bill, delivery challan and customers should not accept cylinders with different numbers without the Company's authority in writing.
  10. The railway and other carriers shall be deemed to be the Agents of the customer and in the event of damage to the cylinders or its fittings, or loss in transit the customer must prefer a claim against the railways or other carriers within the specified time limit endorsing a copy of such claim to the Company. When the Company lodges such claims with the railways or other carriers, such claims shall be deemed to have lodged on behalf of the customer without prejudice to the Company's rights against the customer.
  11. The Company shall allow the customer to inspect the cylinders at the factory/ depot before delivery, if so required. No dispute will be entertained after delivery.
  12. Gases may be supplied in customer's own cylinders provided these cylinders conform to the provisions of Gas Cylinder Rules 1981. The customer will be charged for servicing of cylinders which term covers examining, periodical hydraulic testing, painting, revaluing pumping, acetoning, packing of porous mass, fitting of filters etc. at the Company's prices ruling at the time. Customer's cylinders will be filled by the Company at the sole risk and responsibility of the customer, and the customer agrees to reimburse the Company with all expenses, losses and damages which may accrue in testing or filling the customer's cylinders. The customer's cylinders are to be delivered at the factory of the company at least 14 days before the date of delivery. It is a condition of supply of gases in customer's own cylinders that the Company shall have the right to condemn and render unfit any customer-owned cylinder which is found by the Company on examination to be unfit for further use and the decision of the Company in this respect shall be final
  13. No oil or grease should be used on any fitting or part of any cylinder containing compressed gas. Neglect of this precaution may lead to an explosion should oil, red lead or any paint be allowed to come into contact with any cylinders particularly cylinders' valves containing compressed gases. Cylinders should under no circumstances be used as rollers or should they be allowed to be subject to excessive heat or rough usage, Dissolved Acetylene cylinders should be kept in vertical position, and should not be exposed to excessive heat/hot weather/sun. Cylinder valves and seating should be kept free from dirt.
  14. In the eventuality of any cylinder being involved in any fire or other accident, it is imperative that the Company is advised of the full details including the cylinder number in writing





## Birla Institute of Technology & Science, Pilani

K K Birla Goa Campus

- immediately. Initial intimation may be given by telephone or telegram immediately after the occurrence. The Company will take appropriate action as necessary. The valve should be tightly closed immediately after use. The cylinder should be returned to us with valves tightly closed and the caps on. Customers are requested to follow the instructions available in the label attached/pasted on each cylinder.
15. The purchaser should not alter valve or use adopter failing which the purchaser would be liable for consequent
  16. The customer should abide by and observe all Gas Cylinders Rules as may be in force from time to time.
  17. Company Cylinders which are returned in a damaged condition and subsequently condemned for which replacement value has been obtained by the Company will be disposed of at the customer's accounts and risk unless written instructions concerning disposal are received two months from the date of intimation by the Company. When a condemned cylinder (whether it be owned by the customer or on loan from the Company in respect of which replacement value has been obtained from the customers) is returned to the customer, it will be rendered unfit for further use before delivery to the customer.
  18. Company's cylinders lost in transit for which the customer or the Company on behalf of the customer has made a claim on the carriers will not be replaced until the customer has paid the full replacement value. Should the lost cylinder eventually be returned undamaged to the Company, the customer will be repaid the full amount recovered less any rental incurred prior to payment for the cylinders lost and expenses involved in their recovery and testing. In case of a lost cylinder.
  19. While in customer's possession for which full value has been paid, is subsequently traced and returned to the Company in good condition the customer will be repaid the full amount recovered less rental up to the date of return and any expenses incurred for its recovery.
  20. Cylinders are dispatched to customers in good condition and, whilst in transit and at the customer's premises are at the customer's risk. Cylinders received damaged by customer should immediately be returned to the Company with a label attached to the cylinder valve worded DEFECTIVE and a letter giving details of the apparent damage should be forwarded to the Company giving details of invoice/ delivery challan number and date, cylinder number, contents, date of receipt and alleged damage or defect. It is expressly understood that this action does not absolve the customer from his responsibility to lodge a claim against the railway or other carrier for damage.
  21. No credit will be given for the contents of any cylinder returned full or partially full.
  22. Company's cylinders are supplied on loan for a limited period and this period includes delivery and collection and is calculated from the date of dispatch from the company's premises to the date of receipt back at the same premises. For the cylinders retained beyond the specified rent free period, rentals at the prevailing rates will be charged. It is the customer's responsibility to return the cylinder to the company's work/ depot at customer's own expense. Full demurrage will be charged in the case of lost or misplaced cylinders until they are returned to the company or until the company is paid their replacement value in full.





# Birla Institute of Technology & Science, Pilani

K K Birla Goa Campus

23. Normally cylinders remaining unreturned for a period of 60 days from the date of issue will be treated as lost.
24. Orders accepted by us are contingent upon strike, lockouts, major accidents, shortage of fuel or other raw materials, break - down of machinery, force major, cessation of production or any other cause beyond the company's control.
25. All the notices / summons/ for correspondence will be at the address mentioned below: Name & Address of the customer BIRLA INSTITUTE OF TECHNOLOGY AND SCIENCE – K.K. BIRLA GOA CAMPUS NATIONAL HIGHWAY, ZUARINAGAR, GOA – 403 726. In case there is change of address of correspondence or change of ownership or ownership structure of the individual, firm or company it is the duty of person hereby on record or in case of company, the company responsible to inform in writing by Registered AD to us at above address. Unless informed to us all the notices / correspondences will be held valid on the address hereby on record.
26. Any on account payment made towards outstanding balances if not accompanied by specific bill no/s and debit note/s for more than one month, the subsequent payment received will be adjusted against FIFO. (First In First Out).
27. Any subsequent changes in rates of gases or value of cylinders will be intimated to you in writing which will be automatically treated as confirmed in continuation of supply.
28. We are at liberty to stop the supplies as and when outstanding dues as well as cylinder holding crossed the agreed limit as set on terms & conditions of supply of gases.
29. If cylinder is misused by giving it to any other party and getting it refilled or used, and any accidents, loss caused due to the same, or due to non-testing of cylinder in time will be sole responsibility of the customer and the same hereby agrees to indemnify the suppliers (company) from any losses, claims, etc. These terms and conditions are subject to alteration in part or whole without notice.

Kindly acknowledge by returning the duplicate copy of this ARC duly accepted signed & Stamped. On receipt of the same, we shall commence placement of orders for our requirement.

**The order will be placed on: M/s Govind Poy Oxygen Ltd.**

**IMPORTANT-**

1. If you are not able to execute our order within the due date, you have to inform us in writing to take further necessary action.
2. Please inform us the name of the person who will collect orders /rejected Material and correspondence if any from our campus. The authority letter should consist of the details of the person, his signature, mobile no, phone no etc.

For BITS PILANI – K.K. BIRLA GOA CAMPUS

**AUTHORIZED SIGNATORY**



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## Acknowledgment & Acceptance

We hereby acknowledge receipt of the Rate-Contract and Acceptance as per terms mentioned above.

(SIGNATURE AND STAMP SEAL)