



वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद्
COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH
अनुसंधान भवन, 2, रफी मार्ग, नई दिल्ली-110 001
Anusandhan Bhawan, 2, Rafi Marg, New Delhi- 110 001

No. 13-4(03)/15-16/S&P/Policy

Dated 31.10.2016

From

संयुक्त सचिव (प्रशासन)
Joint Secretary (Admn.)

To

The Directors of all CSIR Labs/Instts.

Sub: variations in discount structure of Annual Rate Contracts for the supply of Chemicals/Glasswares etc.

Sir,

I am directed to inform you that a complaint has been received on the above subject from Shri Nar Bahadur, Ludhiana and has requested CSIR to stake claim for refunding the difference of discounts offered.

In this connection it is stated that CSIR has informed Shri Nar Bahadur vide letter of even number dated 09.06.2016 that when RCs are concluded with the manufacturers and the supplies are channelized through their various authorized distributors/dealers located in different cities, the distributors/dealers are free to offer additional discounts to their clients which is variable and is dependent upon many factors like the volume of business, proximity, payment terms, delivery period etc. and therefore variation in discounts between CSIR labs/Instts. on the RCs do not satisfy the stipulation of "under conditions similar to sale" of the Fall Clause and as such there is no ground for CSIR to stake claim for the refund of the difference in discounts with the respective manufacturers.

Notwithstanding the above, it is informed that the Hon'ble High Court of Punjab & Haryana have passed an interim order in CWP 5069-2016 dated 16th March 2016 (The SD Fine Chemical Ltd. VS Punjab Agricultural University, Ludhiana) that "any contract awarded to the petitioner by Govt. Organisations/Agencies or instrumentalities of the state based on this interim order shall be subject to further orders in this writ petition". The same interim order has also been made applicable to the case between Borosil Glassworks Ltd. VS PAU and another as per CWP 5183-2016 dated 17th March 2016 and is to be heard along with CWP 5069-2016.

In view of the foregoing, Shri Nar Bahadur is now being informed vide CSIR letter of even No. dated 03.08.2016 that CSIR is awaiting the final judgements against both the aforesaid CWPs and the decision would be taken as per the directives of the Hon'ble High Court of Punjab & Haryana on the principle of *ratio decidendi* basis and further CSIR shall maintain status quo on conclusion of RCs as per CSIR Purchase procedures.

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संयुक्त सचिव (प्रशासन)
Joint Secretary (Admn.)

To

In view of the aforesaid communication, all CSIR labs/Instts. are therefore requested to follow the existing procedures for conclusion of RCs as provided for in CSIR Purchase Rules for Goods & services 2008 stipulating the Fall Clause as provided in the CSIR procedures subject to the outcome of both the CWP as mentioned above. It may however be ensure the fall clause as provided in the procedures be invariably included in the RFQs/Contracts with a condition that the RCs being concluded is subject to the decision of Hon'ble High Court of Punjab & Haryana in CWPs as mentioned above.

Thanking you.

Yours faithfully


(Vinay Kumar)

Stores & Purchase Officer

Copy to:

1. DS to DG, CSIR
2. PS to JS(A), CSIR
3. PS to FA, CSIR
4. PS to LA, CSIR