

RATE CONTRACT

REGD.

From:

The Director General, Supplies & Disposals,
Haryana, SCO. No.09 (1st & 2nd Floor), Sector-16,
PANCHKULA. E-mail:- supplies@hry.nic.in,
Phone Nos.2570121,2570123,2570124 ,Tel. Fax No.0172-2570122

To

M/s. Biovet Private Limited,
308, 3rd Phase, KIADB Industrial Area, Malur-563130,
Kolar Dist. Karnataka.
E-mail:- info@biovet.in

Memo. No.17/HR/RC/G-2/2018-2019/ 2949

Dated Panchkula, the:- 28.05.2019

Subject:- Rate Contract for the purchase of FMD Vaccine on Two Year Rate Contract basis (Sr. No.02).

Dear Sir,

With reference to your Tender No. & dated and this office acceptance letter No. 16580 Dated 12.02.2019, 19034 dated 27.03.2019 and your letter Dated 29/03/2019, on the subject noted above, I have to inform you that your offer has been accepted for the supply of stores to the terms & conditions given in the Schedule "A" and "B".

2. I enclose herewith an agreement form in duplicate and request that the agreement may be executed on a non-judicial stamp paper of Rs.15/- signed and returned to this office within 10 days from the date of issue of this letter. One copy of the agreement will be sent to you duly executed on behalf of Governor of Haryana for your record. You may kindly send power of attorney in favour of the person/persons who is/ are authorized to signed the agreement together with/their specimen signature duly attested by a Magistrate or Oath Commissioner or Resolution of the firm authorizing the persons to sign the documents on behalf of the firm.

3. The Contract shall come into force from the date of its issue and shall remain operative **upto 27.05.2021**. Government reserves the right to bring any other party on the rate contract at any subsequent stage during the pendency of this rate contract.

4. The store must confirms to the approved specification/samples as given in Schedule "A" attached, failing which the same shall be rejected at your risk and cost.

5. The inspection of the material will be carried out by the Indenting Officers or their authorized representatives at your premises before dispatch.

6. The supply must be completed within the stipulated delivery period failing which the risk purchase will be affected against you and the excess cost thus incurred will be recovered from you. Delayed supplies shall be accepted under penalty clause of the Schedule "B" unless the delivery period is extended by the competent authority.

7. The Director, Supplies & Disposals, Haryana reserves to himself the right to obtain contracted items of stores when available from any Govt. Deptt./ approved source without prejudice to this contract.

8. Failure to execute agreement/ effect supplies within the stipulated period, repeatedly offering supplies liable to rejection or without prior inspection may render your earnest money/security liable to forfeiture, debarring your firm in addition to other remedies as available under the terms of the contracts.

9. All cases, where payments are not made within time, should be referred to this office for taking necessary action against the defaulters.

10. Your attention is particularly invited to the provision of Schedule "B" regarding the compliance with requisitions, preparation and submission of bills and quarterly submission of statement of supplies.

11. **PRICE FALL CLAUSE:-** The price charged for the stores shall not exceed in any way the lowest price at which you quote/supply the stores of identical description of stores to DGS&D, New Delhi/State Govt./Central Govt./Institutions/ undertaking/any other person during the delivery period/currency period of the rate contracts. If at any time during the delivery/currency period, you reduce the rate, sale price of quoted stores to any person at the price lower than the price chargeable under this supply order/contract, you are required to inform this office and price payable under the supply order/contract for the stores supplied after the date of coming into force of such reduction of rates shall stand correspondingly reduced to that level. You shall promptly notify the reduction of rates to this office as well as to concerned Indenting Officers/ Consignees. You shall also give a certificate on your bills that the rates charged by you are not in any way higher to these quoted to the DGS&D, New Delhi and other State Govt. Central Govt. Institutions etc. during the corresponding period. The Indenting Officer shall be required to ensure that requisite certificate is given by the concerned firm on the bills before releasing their payments.

12. The other terms & conditions will be as per DNIT/Schedule B.

13. All disputes will be settled only within the jurisdiction of Head Quarters of the Directorate of Supplies & Disposals, Haryana, Panchkula.

Please acknowledge the receipt of this letter.

Assistant Director
Supplies & Disposals Department
For & on behalf of Governor of Haryana

Endst. No. 17/HR/RC/G-2/2018-2019/**2950**

Dated :**28.05.2019**

A copy (i) copy of Schedule 'A' showing the prices accepted along with conditions of supply (ii) Schedule "B" i.e. conditions of contract applicable is forwarded to Director General, Animal Husbandry & Dairying Department, Haryana, Sector-2, Panchkula.

1. They may indent for the requirement of the goods included in the Schedule "A" attached direct on the approved contractor under intimation to this office.

2. The security deposited by the firms would be released after two months of the termination of the contract and he is therefore, requested to send the complaints, if any, against the contractors to this office within this limit for settlement, failing which no complaint or claim will be entertained.

3. The Inspection shall be arranged by the Indenting Officer/Consignees or their authorized representatives at destination before releasing the payment of the supplies. The stores should be accepted only after satisfactory inspection and issue of proper inspection note showing the acceptance of the material as per approved specifications.

4. Please report all cases in which contractor fails to effect supply within the delivery period stipulated in the Schedule "A" after the expiry of stipulated delivery period to this office for effecting purchase at the risk and cost of the contractors failing which all responsibility will rest with Indenting Officers/Consignees for not effecting risk purchase within prescribed period.

Assistant Director
Supplies & Disposals, Haryana,
For Director General, Supplies & Disposals, Haryana

Endst. No. 17/HR/RC/G-2/2018-2019/**2951**

Dated : **28.05.2019**

A copy is forwarded to the Excise & Taxation Officer, Hyderabad for information and necessary action.

He is requested to ensure that the GST is paid by the firm to Govt. against this rate contract.

Assistant Director
Supplies & Disposals, Haryana,
For Director General, Supplies & Disposals, Haryana

Endst. No. 17/HR/RC/G-2/2018-2019/**2952-58**

Dated: **28.05.2019**

A copy is forwarded to the following for information and action:-

1. The Accountant General (Audit), Haryana, Sector-33, Chandigarh.
2. The Controller of Stores, Punjab, Chandigarh.
3. The Controller of Stores, Himachal Pradesh Nigam Vihar, Shimla.
4. The Controller of Stores/Director of Industries and Commerce, J&K, Shrinagar.
5. St. Section.
6. Programmer, O/o DS&D, Haryana.
7. Departmental Processing Charges branch O/o DS&D, Haryana.

Assistant Director
Supplies & Disposals, Haryana,
For Director General, Supplies & Disposals, Haryana

SCHEDULE - "A"

Accepted rates of M/s. Biovet Private Limited, # 308, 3rd Phase, KIADB Industrial Area, Malur-563130, Kolar Dist. Karnataka. E-mail:- info@biovet.in

Offer No.NIL dated Nil, your letter No.NIL dated 20.09.2018, your letter No. NIL dated 22.01.2019, this office acceptance letter No.16580 dated 12.02.2019, 19034 dated 27.03.2019 and your letter dated 29.03.2019.

Sr. No.	Name of the Item	Pack Size	Quantity	Rates in Rupees inclusive of 5% GST & all other type of Taxes/ duties.
1.	Foot & Mouth Disease Oil Adjuvant Vaccine (FMD).	50 doses packing	Two Year R.C. basis (Approx. 280 Lakh Doses.)	Rs.8.40 Per Dose i.e. (Rs.420.00 Per 50 Doses).

SPECIFICATIONS

1. **Antigen:** Inactivated FMD antigen strains:
 - a. Type 'O' -IND R2/75
 - b. Type 'A' -IND 40/2000
 - c. Type 'Asia 1' -IND 63/72
2. **Adjuvant:** Safe oil of proven efficacy
3. **Period of Immunity:** Not less than 9 months
4. **Quality:** The manufacturing and quality assurance of the vaccine shall be as per Indian Pharmacopoeia (I.P.) in vogue. Whenever tested, the vaccine should generate a minimum of 1:48 SNT titre for serotype 'O' and 1:32 each for serotype 'Asia-1' & 'A' of FMD antigen. If subjected to challenge test, the vaccine should give 75% protection against each serotype.
1. **Shelf life:** Minimum one year at the time of supply.

NOTE:-

1. Approximately 280 Lakh doses would be required splitover in four phases as per the schedule of vaccination, in a period of two year.
2. The department may purchase either any one or both type of vaccines (in any proportion) as per the requirement of the department.
3. The quantity and schedule of supply may change depending upon the requirement.

TERMS AND CONDITIONS:-

1. **F.O.R.:-** The above rates are for destination basis upto designated district level institutions in the State of Haryana and shall include all expenses including packing, transportation, handling charges etc. at supplier's risk.
2. **GST:-** Inclusive @ 5% in above rates.

3. **DELIVERY PERIOD:-** Within 60 days from the date of issue of supply orders.
4. **PAYMENT TERMS:-** 100% payment will be made within 30 days against physical delivery of inspected/accepted goods duly supported with satisfactory inspection note and lab report after receipt of correct goods at Consignee's site & receipt of duly verified bills from the respective Consignees. **The Indenting Departments would have option to release payments in RTGS/ Electronics mode also.**

Delay in payments to the suppliers beyond the stipulated credit period indicated in the supply order, unless supported by cogent reasons and approved by a higher authority, will attract penal interest on the defaulting amount @ Rs. 25/- per rupees one lakh per day of delay beyond the stipulated credit period. Non provision of adequate budget will be no ground for delay in payments to the supplier.
5. **INSPECTION:-** Inspection at the discretion of the Department.

In case, the material offered for inspection by the firm fails to meet the specifications stipulated in NIT/Order/Contract and the samples are rejected by the Inspecting Committee, the Indenting Department will have the right to levy a penalty at 0.1% of the total order value. In case, the material offered for inspection fails during the 2nd inspection also, the Indenting Department will have the right to increase the penalty to 0.25% of the total order value. In case, the material offered fails during the 3rd and final inspection also, the firm will be liable for penal action including forfeiture of EMD, risk purchase, debarring/blacklisting in future, and no further opportunity for inspection would be provided to the supplier firm.
6. The vaccine supplied should be from fresh stock. The expiry date of the vaccine should not be earlier than one year from the date of supply to the department.
7. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination.
8. The vaccine should be packed in Styrofoam boxes with coolant packs to maintain the required temperature. Each Styrofoam box should further be packed in a corrugated box. Temperature Monitoring Card should be provided in each box of vaccine.
9. While supplying the vaccine, the cold chain must be maintained. Any breach in cold chain at any stage will lead to rejection of stores at the cost of firm. The supplier shall not arrange part-shipments without the express/ prior written consent of the department.
10. The department of Animal Husbandry & Dairying, Haryana or the department of Animal Husbandry, Dairying & Fisheries, Government of India or their representatives shall have the right to take necessary measures, including inspection, sampling & laboratory testing of the vaccine, to ensure its quality and conformity to the contract. The inspections/ sampling may be carried out on the premises of the supplier or at point of delivery of the goods. When conducted on the premises of the supplier, all reasonable facilities and assistance, including access to production data, shall be furnished to the inspectors at the expenses of the supplier.
11. The reports of such inspection/quality testing issued by the Govt./ Govt. approved Laboratory, for the vaccine batches supplied to this department shall be acceptable and applicable as per the provisions of the contract. In case, the supplied material is found defective/substandard/not satisfactory, the whole defective lot/batch of supply will be

rejected and the firm will be liable to replace the entire rejected quantity or make full payment of the rejected lot/batch irrespective of the fact that a part or whole of the rejected stores may have been consumed. All rejected stores in any such event will be at the risk of the firm immediately after such rejection.

12. The other terms & conditions will be as per DNIT/Schedule B.
13. In case, the random samples of batches not supplied to this department, fail the quality tests, the department will have the right to suspend the rate contract until the fresh batches manufactured by the firm pass the quality test. During the period of suspension, the department may buy the vaccine from open market at the risk and cost of the firm.
14. Within 24 hours of dispatch, the supplier shall notify the department and the consignees, the full details of dispatch and also shall supply following documents:
 1. Four copies of invoice showing goods description, quantity, unit price and total amount;
 2. Acknowledgement for receipt of goods from the consignee(s);
 3. Copy of pre-dispatch inspection certificate of each batch, issued by the representatives of the department or Government of India;
 4. In-house Quality Control report of each batch;
 5. Any other document specified by the department.
15. The vaccine supplied shall strictly conform to the labelling provisions laid down under Drug and Cosmetics Rules, 1945. All labels on cartons, bottles, etc. should be emboldened/ imprinted/ stamped in capital and bold letters "AHD, HARYANA SUPPLY, NOT FOR SALE" or "“हस्त्याणा सरकार आपूर्तिबिक्री के लिए नहीं ,”". M.R.P. should not be printed.
16. Loose supplies/damaged packing/tempered or damaged labelled supplies shall not be accepted under any circumstances. The firm has to replace the same afresh and the loss incurred due to this, if any, shall be recovered from the firm.
17. The department may at any time, by a written order given to the supplier, make changes within the general scope of the contract in any one or more of the following:
 1. Specifications, when such recommendations are made by State Govt. or Govt. of India or any such agency authorised by State Govt. or Govt. of India, to do so;
 2. The method and/or material of packing;
 3. The place of delivery.

(OTHER TERMS & CONDITIONS AS PER SCHEDULE-"B" ATTACHED)

Assistant Director
Supplies & Disposals Department
For & on behalf of Governor of Haryana