

**REGD.**  
From:

The Director General, Supplies & Disposals,  
Haryana, SCO. No.09 (1<sup>st</sup> & 2<sup>nd</sup> Floor), Sector-16,  
PANCHKULA. E-mail:- [supplies@hry.nic.in](mailto:supplies@hry.nic.in)

To

M/s. Bag Poly International,  
A-24/25, Yamuna Enclave, G.T. Road, Panipat.  
E-mail:-[info@bagpolyinternational.com](mailto:info@bagpolyinternational.com),  
[crosslaminations@bagpolyinternational.com](mailto:crosslaminations@bagpolyinternational.com) &  
[doublehathi@bagpolyinternational.com](mailto:doublehathi@bagpolyinternational.com)

Memo. No.173/HR/RC/TLA-I/2019-2020/

4914

Dated Panchkula, the:-

10.06.2019

**Subject:- Rate Contract for the purchase of Multilayered Extruded Cross Laminated Covers on annual Rate Contract basis (Sr. No.04).**

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With reference to your Tender No. & dated and this office acceptance letter No. & Dated and your letter No. and Dated given in Schedule "A", 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 09.06.2020**. 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.



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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. 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,  
For & on behalf of Governor of Haryana  
Dated 10.06.2019

Endst. No. 4915-4917

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 the following:-

1. The Director, Food Civil Supplies and Consumer Affair Department, Haryana, 2<sup>nd</sup> Floor, 30 Bays Building, Sector-17, Chandigarh.
2. The Managing Director, HAFED, Hafed Complex, Sector - 5, Panchkula.
3. The Managing Director, Haryana State Warehousing Corporation, Bays No. 15-18, 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,  
For Director General Supplies & Disposals, Haryana

Endst. No. **4918**

Dated **10.06.2019**

A copy is forwarded to the Excise & Taxation Commissioner, Panipat 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,  
For Director General Supplies & Disposals, Haryana

Endst. No. **4919-4925**

Dated **10.06.2019**

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,  
For Director General Supplies & Disposals, Haryana

**SCHEDULE - "A"**

Accepted rates of M/s. Bag Poly International, A-24/25, Yamuna Enclave, G.T. Road, Panipat.  
E-mail: [info@bagpolyinternational.com](mailto:info@bagpolyinternational.com), [crosslaminations@bagpolyinternational.com](mailto:crosslaminations@bagpolyinternational.com) & [doublehathi@bagpolyinternational.com](mailto:doublehathi@bagpolyinternational.com)

Offer No. NIL dated 23.04.2019 and your letter No.NIL dated 20.05.2019, this office acceptance letter No.3514 dated 30.05.2019 and your letter No.Nil dated 04.06.2019 received in this office on 10.06.2019.

<u>Sr. No. Description of Stores.</u>	<u>Rates in Rs.</u>
<u>MULTILAYERED EXTRUDED CROSS LAMINATED COVER.</u>	Rs.7,290/- Per Covers Inclusive of GST & all other Type of taxes/Duties.

As per IS No.14611 - 1998 (with latest amendment).

1. Size- 9.8mt. x 6.4mt. x 4.9mt. (32' x 21' x 16')
2. Basic Fabric: Multi Layered Cross Laminated Plastic Film, Two plies consisting of 3 layers each conforming to IS: 14611-1998
3. Colour = Black/ Blue
4. Weight = 37 Kg (Minimum).
5. Funnel = Funnel round design approx. 30 cms length and approx.18 to 20 cms dia 2 Nos. on each length side and one no. each on width side i.e. total 6 Nos. unless specified otherwise.

	<u>Requirement</u>	<u>Method of Test</u>
6. Mass per unit area Minimum g/m <sup>2</sup>	Minimum 150GSM	IS-7016
7. Fumigation Retention	Minimum 88.5% Phosphene Cap/Fumigation Cover shall be free from blisters, creases of Permanent nature, cuts, pinholes, and other visual defects.	

The other specifications will be as per IS-14611 with latest amendments.

**Other Specifications:-**

- a) Required No. of panels of suitable width shall be joined together. The joint of two films in all cases shall be double heat sealed, with a gap of 10mm in between two heat seal. The bottom edges shall be folded 5.0 Cms in width and double heat sealed.
- b) The film shall be uniform in colour and finish. The material shall be free from pin holes and from undispersed raw material and particles of foreign matter.
- c) **Heat Sealing:-** On the side it will be parallel to the ground i.e. horizontal .The sealing at the top will be parallel to the length side i.e. 32 feet side.

**NOTE:-** The supplier shall give a guarantee that the film conforms to above mentioned specifications and in case it is found that the same does not conform to specifications at any stage on testing from any reputed test house, the covers prepared/manufactured and delivered would be rejected and losses shall be recovered from the suppliers.

**PACKING:-** Each cover shall be packed separately securely in heavy duty brown paper covered with Hessian (Gunny) cloth duly stitched to avoid any loss/damage in transit. Twin handles will be provided to facilitate handling.

**MARKING:-**

- i. Each cover shall be marked by the supplier at his own expenses distinctly and clearly indicating supply order No. & Date, Name of the supplier and Sr. No. of cover.
- ii. Each packed cover shall also be marked by the supplier at his own expenses distinctly and clearly indicating the supply order No. & Date, Name and Address of the consignee, and clearly indicating the supply order No. & Date, Name and Address of the consignee, Name of the supplier, Sr. No. of cover for purposes of identifications. All marking should




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be found satisfactory by the Inspecting Officer(s). This would be done by laminating pocket size stickers duly affixing on the covers.  
(And as per test report/tested sample submitted by you & approved by this office)

**TERMS AND CONDITIONS:-**

1. **F.O.R.:-** The above rates are for destination anywhere in Haryana at supplier's risk.
2. **GST:-** Inclusive in above rates.
3. **FREIGHT CHARGES:-** Inclusive in above rates.
4. **DELIVERY PERIOD:-** 3500 Nos. Covers per Months from the date of issue of supply order. The delivery schedule of the Covers are as under:-
  - a. 800 Nos. in 1<sup>st</sup> Week,
  - b. 800 Nos. in 2<sup>nd</sup> Week,
  - c. 800 Nos. in 3<sup>rd</sup> Week and
  - d. Balance 1100 Nos. in 4<sup>th</sup> Week.
5. **PAYMENT TERMS:-** 100% payment will be made within 30 days against physical delivery of inspected/accepted goods duly supported with satisfactory inspection note and after receipt of correct goods at Consignee's site. **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.
6. **INSPECTION:-** The inspection of the material will be carried out by the committee constituted by Indenting Department or their authorized representatives at the premises of the supplier before dispatch.  
The testing of the material will be got done from Govt./Govt. approved Lab. or from reputed Test House like Shree Ram Test House, Delhi which will be decided by the Inspecting Team/Indenting Deptt. The testing charges will be borne by the supplier.  
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 2<sup>nd</sup> 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 3<sup>rd</sup> 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.
7. **SAMPLING:-** 1% samples to be drawn or as agreed for testing purpose. Testing charges are to be borne by the firm.
8. The contractors are required to certify in their bills that the rates being charged by them are their Special Rates applicable to all the Govt. Departments/Semi Government Institutions in the country and are not higher to those they have quoted/charged from any person/ Institutions/ Government offices in India including Director General Supplies & Disposals, New Delhi/F.C.I./C.W.C. during the corresponding period and in case any difference is found at any subsequent stage, they shall refund the same. In case of decrease in rates, taxes, duties, the contractors shall be under contractual obligation to reduce their rates correspondingly.

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

  
Assistant Director, Supplies & Disposals,  
for & on behalf of Governor of Haryana