

REGD.

From:

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

To

M/s. Durga Surgical Corporation,
1492, Sector-15, SONEPAT - 131001.
E-mail:- durgasurgicalcorporation1@gmail.com

Memo. No.16/HR/RC/G-2/2018-2019/ **18006**
Dated Panchkula, the:- **26.02.2019**

Subject:- Rate Contract for the purchase of Rolled Cotton Bandages on Two Years Rate Contract basis (Sr. No. 19).

Dear Sir,

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 25.02.2021**. 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.

Additional Director (Admin),
Supplies & Disposals Department,
For & on behalf of Governor of Haryana

Endst. No. 16/HR/RC/G-2/2018-19/18007

Dated 26.02.2019

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.

Additional Director (Admin),
Supplies & Disposals Department,
For & on behalf of Governor of Haryana

Endst. No. 16/HR/RC/G-2/2018-19/18008

Dated 26.02.2019

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

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

Additional Director (Admin),
Supplies & Disposals Department,
For & on behalf of Governor of Haryana

Endst. No. 16/HR/RC/G-2/2018-19/18009-15

Dated 26.02.2019

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.

Additional Director (Admin),
Supplies & Disposals Department,
For & on behalf of Governor of Haryana

SCHEDULE - "A"

Accepted rates of M/s. Durga Surgical Corporation, 1492, Sector-15, SONEPAT - 131001.

E-mail:- durgasurgicalcorporation1@gmail.com

Offer No.NIL dated Nil, your letter No. NIL dated 22.01.2019 , this office acceptance letter No.13544 dated 19.12.2018 and your letter No.NIL dated 20.02.2019.

| Sr. No. | Name of the Item & specifications | Item Code | Packing | Quantity | Rates in Rupees inclusive of 12% GST & all other type of Taxes/ duties. |
|---------|--|-----------|-----------------|--|---|
| 1. | <u>ROLLED COTTON BANDAGE</u> 10 cm X 4 Mtr. IS 863:1988, amended up to date | R01 | 1 X 12 Rolls | On Two Years R/C basis (Approx. 60000-80000 Packs) | Rs.90.00 Per Pack of 12 Rolls |
| 2. | <u>ROLLED COTTON BANDAGE</u> 15 cm X 5 Mtr. IS 863:1988, amended up to date | R02 | 1 X 12 Rolls | On Two Years R/C basis (Approx. 30000-40000 Packs) | Rs.170.00 Per Pack of 12 Rolls |

TERMS AND CONDITIONS:-

- F.O.R.:-** The above rates are for destination anywhere in Haryana i.e. Ambala City, Gurugram, Hisar, Rohtak, Karnal & Faridabad at supplier's risk.
- GST:-** Inclusive 12% in above rates.
- DELIVERY PERIOD:-** Within 45 Months from the date of issue of supply orders.
- 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.
- INSPECTION:-** Inspection at firm premises, Sonapat.

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 stores should be from fresh stock. The expiry date of the stores should not be less than two year from the date of supply to the department.
7. The department or its representatives shall have the right to inspect the stores to confirm their conformity to the contract. The inspections may be carried out at the premises of the supplier, at point of delivery and/or at the goods final destination. When conducted on the premises of the supplier, all reasonable facilities and assistance shall be furnished to the inspectors at the expenses of the supplier.
8. At the time of inspection, random samples may be drawn. These samples will be got tested from any Government/ Government approved/ NABL Accredited laboratory at the discretion of the department and cost of the firm. The store shall be accepted only after receipt of satisfactory test report from the laboratory.
9. During the shelf life, the supplied material may be subjected to further testing at any point of time at the cost of the department.
10. In case, the material is found defective/substandard, the whole lot of supply will be rejected and the firm will be liable to replace the entire quantity or make full payment of the entire rejected stores irrespective of the fact that a part or whole of the supplied stores may have been consumed. All rejected stores in any such event will be at the risk of the firm immediately after such rejection.
11. In case the firm fails to supply the ordered stores, partially or fully, what so ever the reason be, the department shall be at liberty to procure the same at the risk and expenses of the firm. The firm will have to bear all such extra charges and expenses as may be incurred or sustained by the department in procuring and testing the same.
12. The stores supplied shall strictly conform to the labeling provisions laid down under Drug and Cosmetics Rules, 1945 and relevant BIS standards. All labels should be emboldened/ imprinted/ stamped in bold letters “हरियाणा सरकार आपूर्ति, बिक्री के लिए नहीं”. M.R.P. should not be printed.
13. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination. Loose supplies/damaged packing/tempered or damaged labeled 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.

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

Additional Director (Admin),
Supplies & Disposals Department,
For & on behalf of Governor of Haryana