

RATE CONTRACT

REGD.
From

The Director General, Supplies & Disposals, Haryana,
S.C.O. No. 09 (1st & 2nd Floors), Sector-16, Panchkula.
Tel. Nos. 0172-2570121-124.
Fax No. 0172-2570121, E-mail: supplies@hry.nic.in

To

M/s. Grasim Industries Ltd, (Chemical Division),
309, World Trade Centre, Barakhamba Lane, New Delhi-110 001.
Email-alokkumar.singh@adityabirla.com

Memo No:- 24/HR/RC/G-3/19-20/17851
Dated Panchkula the:- 03.02.2020

Subject:- Annual Rate contract for the purchase of ISI Marked Poly Aluminium Chloride.
Tenders opened on 05.08.2019 (Sr. No.13).

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 ONE YEAR i.e 02.02.2021. 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. 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.

Yours faithfully,

Assistant Director, Supplies & Disposals,
For & On behalf of Governor of Haryana

Endst. No-24/HR/RC/G-3/19-20/17852

Dated 03.02.2020

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 Engineer-in-Chief, Haryana, Public Health Engineering Department, Panchkula.

1. He may indent for the requirement of the goods included in the Schedule "A" attached direct on the approved contractors 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-24/HR/RC/G-3/19-20/17853

Dated 03.02.2020

A copy is forwarded to the following for information & necessary action:-
The Excise & Taxation Commissioner, New Delhi.

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

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

Endst. No-24/HR/RC/G-3/19-20/17854-60

Dated 03.02.2020

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 O/o DGS&D, Haryana.
6. Programmer O/o DGS&D, Haryana.
7. Departmental Processing Charges branch DGS&D, Haryana

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

SCHEDULE - "A"

Accepted rates of M/s. Grasim Industries Ltd, (Chemical Division), 309, World Trade Centre, Barakhamba Lane, New Delhi-110 001 Email-alokkumar.singh@adityabirla.com . Offer No. No. nil Dated 05.08.2019 and your letter No. nil dated 23.12.2019,, this office acceptance letter No. 17439 dated 17.01.2020 & your letter No.-nil dated 30.01.2020.

Sr. No.	Description of Stores	Qty.	The rates are in Rs. per MT, inclusive of GST @ 18%, Freight & FOR Destination
1.	ISI marked Poly Aluminium Chloride (Powder Form) of Medium basicity as per specification No. 15573:2005 (as amended up to date)	On Annual R/C basis (The approximate value is Rs. 1.00 Crore to Rs. 1.50 Crores	25,100/-

Packing:- The Powder material shall be packed in laminated HDPE Bags with inner polyethylene liner/ liners in 25/50 Kg bags.

Marking: The containers shall bear legibly and indelibly the following information:-

- Name and grade of the material.
- Name of the manufacturer and trade-mark if any.
- Mass of the material in package
- Date of manufacture.
- Batch No./Lot No.
- Packages may also be marked with as provided under clause 5.2.2 and 5.2.3 of IS:15573:2005 (as amended up date).


BRAND NAME:- AC 1005 Powder

TERMS AND CONDITIONS:-

- F.O.R.:-** The above rates are FOR destination anywhere in Haryana at supplier's risk
- GST :-** Inclusive in above rates.
- FREIGHT CHARGES:-**Inclusive.
- DELIVERY PERIOD:-** The firm shall supply the Poly Aluminium Chloride approximately worth Rs. 1.50 Crore against the rate contract with phase delivery of 12.50 lacs per month.
- PAYMENT TERMS** 100% payment shall be made within 60 days after receipt of inspected/ accepted material in good condition duly unloaded at consignee's godowns. **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:-** The inspection will be conducted at the premises of manufacturer i.e. Birlagram, Nagda-456331, M.P before affecting the supplies. As such, the manufacturer shall have the sufficient facility for testing of the of ISI marked Poly Aluminium Chloride as per the BIS specification. It will be the sole discretion of indenting department to get the material inspected from anyone of the Illrd party inspection agencies or from departmental officers or from a combination of both.
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.

(OTHER TERMS & CONDITION AS PER SHEET ATTACHED SCHEDULE-B).

Encls.a/a


Assistant Director,
Supplies & Disposals, Haryana,
For & On behalf of Governor of Haryana.