

RATE CONTRACT

Phone Nos.2570121, 2570123, 2570124
Tel. Fax No.0172-2570122

REGD.

From:

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

To

1. M/s. Cadila Healthcare Ltd.,
Zydus Animal Health, 5th Floor, Astron Tech Park,
Satellite Cross Road, Ahmedabad-380015
E-mail:- bipinpanchal@zydusahl.com, enquiry@zydusahl.com
2. M/s. M/s Concept Pharmaceuticals Limited,
167, C.S.T. Road Kalina, Santacruz East, Mumbai-400098
E-mail:- satish_mudgal@conceppharma.com
3. M/s. Intas Pharmaceuticals Limited,
Corporate House, Near Sola Bridge,
S. G. Highway, Thaltej, Ahmedabad-380054.
E-mail:- neovet_institutions@intaspharma.com
4. M/s. Provimi Animal Nutrition Idia Pvt. Ltd.,
IS-40, KHB Industrial Area, Yelahanka New Town,
Bangalore-560064 Karnataka,
E-mail:- surojeet_kumar@cargill.com, info@provimi.in

Memo. No.22/HR/RC/G-2/2019-2020/**2696-2699**

Dated Panchkula, the:- **02.07.2020**

Subject:- **Rate Contract for the purchase of Generic Allopathic Veterinary Medicines
on Two Years Rate Contract basis (Sr. No.04).**

With reference to your offer No. & Date, your letter No. & date, this office acceptance letter No. & Date and your letter No. and Date 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 01.07.2022**. 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 confirm 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 as per the discretion of Indenting Department.
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 General, 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.

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

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 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.

- Sol -
Additional Director (Admin)

For Director General, Supplies & Disposals, Haryana

Endst. No. 22/HR/RC/G-2/2019-2020/2701-2703

Dated: 02.07.2020

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

1. The Excise & Taxation Officer, Mumbai
2. The Excise & Taxation Officer, Ahmedabad
3. The Excise & Taxation Officer, Bangalore

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

- Sol -
Additional Director (Admin)

For Director General, Supplies & Disposals, Haryana

Endst. No. 22/HR/RC/G-2/2019-2020/2704-2710

Dated : 02.07.2020

Dated

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



Additional Director (Admin)

For Director General, Supplies & Disposals, Haryana

SCHEDULE - "A"

Accepted rates of M/s. Provimi Animal Nutrition India Pvt. Ltd., IS-40, KHB Industrial Area, Yelahanka New Town, Bangalore-560064 Karnataka, E-mail:- surojeet_kumar@cargill.com, info@provimi.in

Offer No. Nill dated 23.07.2019, your letter No. NIL dated 28.05.2020 and this office acceptance letter No.1824 dated 10.06.2020 and your letter No. Nil dated Nil received in this office on...

Sr. No.	Item Code	Generic Name of the Items	Composition (As per I.P./I.P. Vet/B.P./B.P.Vet/B Vet C/USP Pharmacopoeia standards)	Pack Size in Grams/ml/no of Bolus	Gross Rates per pack in Rupees inclusive of GST & all other type of Taxes/duties
1	ABO/3	Neomycin Bolus	Neomycin Sulphate eq to Neomycin 350mg	4 boli strip	40.00
2	ABO/4	Halquinol Bolus	Halquinol BP80 std. 1.5 gm	12 boli strip	85.00
3	ABI/6	Neomycin Injection	Neomycin Sulphate eq to Neomycin 140mg/ml	30 ml vial	87.00

Important Notes:

1. The quoted medicines should be of I.P/ I.P. Vet/ B.P/ B.P. Vet/ B. Vet C/ USP Pharmacopoeia standards.
2. All injectable medicines that are in powder form and need to be dissolved before administration should be supplied with suitable diluent / solvent / distilled water for injection.

(THE TERMS & CONDITIONS GIVEN IN ANNEXURE-I).

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

SCHEDULE - "A"

Accepted rates of M/s. Intas Pharmaceuticals Limited, Corporate House, Near Sola Bridge, S. G. Highway, Thaltej, Ahmedabad-380054. E-mail:- neovet_institutions@intaspharma.com

Offer No. Nill dated 19.07.2019, your letter No. NIL dated 28.05.2020 and this office acceptance letter No.1822 dated 10.06.2020 and your letter No. Nil dated Nil received in this office on...

Sr. No.	Item Code	Generic Name of the Items	Composition (As per I.P./I.P. Vet/B.P./B.P.Vet/B Vet C/USP Pharmacopoeia standards)	Pack Size in Grams/ml/n o of Bolus	Gross Rates per pack in Rupees inclusive of GST & all other type of Taxes/duties
1	AIO/2	Meloxicam & Paracetamol Bolus	Meloxicam 100mg, Paracetamol 1500mg	4 boli strip	25.60
2	AIO/5	Tolfenamic Acid Bolus	Tolfenamic Acid 500mg	4 boli strip	36.00
3	CSI/4	Isoflupredone Injection	Isoflupredone Acetate 2mg/ml	10 ml vial	58.00
4	ABO/1	Ciprofloxacin & Tinidazole Bolus	Ciprofloxacin 1500 mg, Tinidazole 1800 mg	4 boli strip	65.00
5	ABO/2	Ciprofloxacin & Tinidazole Tablet	Ciprofloxacin 250mg, Tinidazole 300mg	10 tablets strip	25.00
6	ABI/3	Ceftriaxone & Tazobactam Injection (4.5gm)	Ceftriaxone 4 gm, Tazobactam 500mg	4.5 gm vial	211.68
7	ABI/5	Enrofloxacin Long Acting Injection	Enrofloxacin 100mg/ml (Long Acting)	50 ml vial	90.00
8	ABM/1	Cefoperazone IM Infusion	Cefoperazone 250mg	10 ml	61.60
9	ABU/1	Ciprofloxacin & Tinidazole IU Infusion	Ciprofloxacin 125mg/ml, Tinidazole 150mg/ml	60 ml bottle	29.00
10	ABT/2	Gamabenzene, Proflavin & Cetrime Spray	Gamabenzene Hexachloride IP 0.1 % w/w, Proflavin Hemisulphate 0.1 % W/W, Cetrime 0.45% W/W.	100 ml can	90.00
11	AHO/10	Oxyclozanide & Levamisole DS Liquid	Oxyclozanide 6% w/v, Levamisole HCL not less than 3 % w/v	500ml bottle	201.60
12	AHO/11	Pyrantel Pamoate, Praziquantel & Fenbendazole Tablet	Pyrantel Pamoate 144 mg, Praziquantel 50 mg, Fenbendazole 500 mg	10 tablets Strip	51.00
13	API/1	Buparvaquone Injection	Buparvaquone 50mg/ml	20 ml vial	650.00
14	API/3	Isometamidium Chloride Injection	Isometamidium Chloride Hydrochloride 250mg	250 mg vial	125.00
15	EPT/2	Deltamethrin 1.25%	Deltamethrin 1.25% E.C	15 ml bottle	19.00
16	EPT/5	Flumethrin Pour-on	Flumethrin 1 % pour-on	50 ml bottle	75.00

Important Notes:

- The quoted medicines should be of I.P/ I.P. Vet/ B.P/ B.P. Vet/ B. Vet C/ USP Pharmacopoeia standards.

2. All injectable medicines that are in powder form and need to be dissolved before administration should be supplied with suitable diluent / solvent / distilled water for injection.

(THE TERMS & CONDITIONS GIVEN IN ANNEXURE-I).

- Sd -

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

SCHEDULE - "A"

Accepted rates of M/s. Cadila Healthcare Ltd., Zydus Animal Health, 5th Floor, Astron Tech Park, Satellite Cross Road, Ahmedabad-380015 E-mail:- bipinpanchal@zydusahl.com, enquiry@zydusahl.com

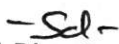
Offer No. CHL/INST/ZAH/2007?02 dated 20.07.2019, your letter No. NIL dated 28.05.2020 and this office acceptance letter No.1820 dated 10.06.2020 and your letter No. Nil dated Nil received in this office on...

Sr. No.	Item Code	Generic Name of the Items	Composition (As per I.P./I.P. Vet/B.P./B.P.Vet/B Vet C/USP Pharmacopoeia standards)	Pack Size in Grams/ml/n o of Bolus	Gross Rates per pack in Rupees inclusive of GST & all other type of Taxes/duties
1	All/3	Meloxicam & Paracetamol Injection	Meloxicam 5mg/ml, Paracetamol 150mg/ml	100 ml vial	52.00
2	AHI/1	Chlorpheneramine Maleate Injection	Chlorpheneramine Maleate 10 mg/ml	100 ml vial	25.00
3	ABO/7	Trimethoprim & Sulphadiazine/Sulphamethoxazole Bolus	Trimethoprim 400mg, Sulphadiazine/Sulphamethoxazole 2000mg	4 boli strip	24.00
4	AHO/2	Fenbendazole Bolus 3.0 gm	Fenbendazole 3.0 gm	1 Bolus Strip	21.50
5	NTI/7	Vitamin B Complex & Liver Extract Injection	Thiamine HCL 10mg, Riboflavin 3mg/ml, Niacinamide 100mg/ml, Vitamin B12 10mcg/ml, Liver Extract Crude IP 0.66ml	30 ml vial	23.52
6	NTI/4	Multivitamin Injection	Multivitamin Injection Vitamin A IP-1000 IU, Vitamin D3 IP-500 IU, Vitamin E Acetate IP -5 mg, Niacinamide IP-10mg, Pyridoxine HCL IP-5mg, Riboflavin - 5mg, Choline Chloride-5mg, D-Panthenol-1mg,D Biotin USP-10mg, Vitamin B12 IP-10mcb Sodium Acid Phosphate-10mg	100 ml vial	76.00
7	NTI/5	Sodium Acid Phosphate Injection	Sodium Acid Phosphate BP Vet 400 mg or 40 % w/v eq to 79.4 mg of Elemental P	30 ml vial	29.00
8	ABI/9	Trimethoprim & Sulphadiazine/Sulphamethoxazole Injection	Sulphadiazine/Sulphamethoxazole 400mg/ml, Trimethoprim 80mg/ml	30 ml vial	39.00
9	AIO/3	Nimesulide & Paracetamol Bolus	Nimesulide 400mg, Paracetamol 1500mg	4 boli strip	12.32

Important Notes:

- The quoted medicines should be of I.P/ I.P. Vet/ B.P/ B.P. Vet/ B. Vet C/ USP Pharmacopoeia standards.
- All injectable medicines that are in powder form and need to be dissolved before administration should be supplied with suitable diluent / solvent / distilled water for injection.

(THE TERMS & CONDITIONS GIVEN IN ANNEXURE-I).


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

SCHEDULE - "A"

Accepted rates of M/s Concept Pharmaceuticals Limited, 167, C.S.T. Road Kalina, Santacruz East, Mumbai-400098 E-mail:- satish_mudgal@conceppharma.com

Offer No. Nill dated 23.07.2019, your letter No. NIL dated 28.05.2020 and this office acceptance letter No.1818 dated 10.06.2020 and your letter No. Nil dated Nil received in this office on...

Sr. No.	Item Code	Generic Name of the Items	Composition (As per I.P./I.P. Vet/B.P./B.P.Vet/B Vet C/USP Pharmacopoeia standards)	Pack Size in Grams/ml/no of Bolus	Gross Rates per pack in Rupees inclusive of GST & all other type of Taxes/duties
1	CSI/3	Dexamethasone Injection	Dexamethasone sodium Phosphate 4.4mg/ml equal to Dexamethasone Phosphate 4mg/ml	10 ml vial	15.00
2	API/2	Diminazene Aceturate & Phenazone	Diminazene Aceturate 70 mg/ml+ Phenazone BP 375 mg	20 ml vial	42.00
3	EPI/2	Ivermectin Injection	Ivermectin 1 % w/v (10 mg / ml)	30 ml vial	27.50
4	NTI/6	Vitamin A, D, E & H Injection	Vitamin A 250000 IU, D3 25000 IU, E 100mg/ml, Biotin 12.5 mcg	10 ml vial	49.20
5	AHO/4	Fenbendazole Tablet 150 mg	Fenbendazole 150 mg	10 tablets Strip	17.00

Important Notes:

1. The quoted medicines should be of I.P/ I.P. Vet/ B.P/ B.P. Vet/ B. Vet C/ USP Pharmacopoeia standards.
2. All injectable medicines that are in powder form and need to be dissolved before administration should be supplied with suitable diluent / solvent / distilled water for injection.

(THE TERMS & CONDITIONS GIVEN IN ANNEXURE-I).


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

TERMS AND CONDITIONS:-

1. **F.O.R.:-** The above rates are F.O.R. destination delivery basis up to designated division level Government Veterinary Hospitals i.e. Ambala City, Gurugram, Hisar, Rohtak, Karnal & Faridabad and shall include all expenses including packing, transportation, handling etc. at supplier's risk.
2. **GST:-** Inclusive in above rates.
3. **DELIVERY PERIOD:-** Within 45 days from the date of issuance of supply orders.
4. **PAYMENT TERMS:-** 100% payment will be made within 30 days against physical delivery of inspection and acceptance of stores duly supported with satisfactory inspection note and lab reports and after 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:-** 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.

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. Not more than $\frac{1}{4}$ of the shelf life of the products should have passed and at least $\frac{3}{4}$ of total shelf life should be remaining at the time of supply.
7. The department or its representatives shall have the right to inspect the tendering firm including all its manufacturing and packing facilities to assess the capacity, eligibility, and quality standards etc. of the firm. All reasonable facilities and assistance, including access to relevant records and production data, shall be furnished to inspectors at no charge.
8. The supplies shall be accompanied with in-house test reports of each batch.
9. 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.
10. During the shelf life, the supplied material may be subjected to further testing at any point of time at the cost of the department.
11. In case, the material is found defective/substandard, the whole lot/ batch 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.
12. The stores supplied shall strictly conform to the labelling 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 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.
14. In case the firm fails to supply the ordered stores, partially or fully, what so ever the reason, 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.

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

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