

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. Shivalik Agro Poly Products Ltd;
B-45, Industrial Focal Point, Phase-II,
SAS Nagar, MOHALI - 160 055
E-mail: saplmoh@sappl.co.in & saplchd@shivathene.com
- 2 M/s. Bag Poly International Pvt. Ltd;
A-24/25, Yamuna Enclave, G.T. Road,
PANIPAT - 132103.
Email: shreeradhey@bagpoly.com & mittal@bagpoly.com
- 3 M/s. Arun Manufacturing Services (P) Ltd.,
B-53, F.F. Complex, Rani Jhansi Road, Jhandewalan, NEW DELHI.
E-mail:- ampoly@outlook.com
- 4 M/s. Dhanshree Agro Poly Product,
6-B, Goldcoin Complex, 2nd Floor, Satellite Road,
Jodpur Char Rasta, AHMEDABAD.
E-mail:- anilpatel3853@gmail.com, shilpeshpatel85@gmail.com
- 5 M/s. Shalimar Plastic Industries,
Plot No.1812, GIDC, HALOL-389350, District Panchmahal, Gujarat.
E-mail:- shalimarplastic1987@gmail.com, info@shalimarplastic.in

Memo. No.172/HR/RC/TLA-I/2019-2020/

4897-4901

Dated Panchkula, the:-

10.06.2019

Subject:- Rate Contract for the purchase of Black Polythene Covers on annual Rate Contract basis (Sr. No.05).

"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 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 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.


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

Endst. No. **4902-4904**Dated **10.06.2019**

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 the following:-

1. The Director, Food Civil Supplies and Consumer Affair Department, Haryana, 2nd 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 contractors under intimation to this office. The procuring agencies will ensure the distribution of quantity so as to ensure that overall distribution among the approved firms as approved in the High Powered Purchase Committee meeting.

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
Dated **10.06.2019**

Endst. No. **4905-4909**

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

1. The Excise & Taxation Commissioner, Mohali
2. The Excise & Taxation Commissioner, Panipat (Haryana)
3. The Commissioner of Taxes, Vikas Bhawan, Bikri Kar Kendra, New Delhi.
4. The Excise & Taxation Commissioner, Ahmedabad.
5. The Excise & Taxation Commissioner, Halol (Gujrat)

They are 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
Dated **10.06.2019**

Endst. No. **4910-4916**

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. Shivalik Agro Poly Products Ltd; B-45, Industrial Focal Point, Phase-II, SAS Nagar, MOHALI-160 055. E-mail: saplmo@sappl.co.in and saplchd@shivathene.com
Offer No. SAPL/MOH/DSDH-Cover/19-20/0088 dated 24.04.2019 and your letter dated 20.05.2019, this office acceptance letter No.3515 dated 30.05.2019 and your letter No. SAPL/MOH/DSDH-Cap Covers/2019-2020/0098 dated 31.05.2019.

<u>Sr. No. Description of Stores</u>	<u>Rates in Rs.</u>
BLACK POLYTHENE COVERS	Rs. 9,250/- Per Cover
Size- 9.8mt. x 6.4mt. x 4.9mt. (32' x 21' x 16')	Incl. of GST & all other type of taxes/duties

(DETAILED SPECIFICATIONS GIVEN IN ANNEXURE-"A")

TERMS AND CONDITIONS:-

1. F.O.R.: - The above rates are for destination anywhere in Haryana at Consignee's site at supplier's risk.
2. GST:- Inclusive in above rates.
3. FREIGHT CHARGES:- Inclusive in above rates.
4. DELIVERY PERIOD:- 4200 Nos. Cover per month from the date of issue of supply order.
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 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.

7. 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

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Sultan Singh

Sultan Singh

SCHEDULE - "A"

Accepted rates of M/s. Bag Poly International Pvt. Ltd; A-24/25, Yamuna Enclave, G.T. Road, PANIPAT - 132103. (FAX NO. 01748 - 259032)

Email: shreeradhey@bagpoly.com and mittal@bagpoly.com

Offer No.NIL dated 24.04.2019 and your letter dated 20.05.2019, this office acceptance letter No.3516 dated 30.05.2019 and your letter No.NIL dated 03.06.2019 received in this office on 10.06.2019

Sr. No, Description of Stores	Rates in Rs.
BLACK POLYTHENE COVERS Size- 9.8mt. x 6.4mt. x 4.9mt. (32' x 21' x 16') (DETAILED SPECIFICATIONS GIVEN IN ANNEXURE-"A")	Rs.9,250/- Per Cover Incl. of GST & all other type of taxes/duties

TERMS AND CONDITIONS:-

1. F.O.R.:- The above rates are for destination anywhere in Haryana at Consignee's site at supplier's risk.
2. GST:- Inclusive in above rates.
3. FREIGHT CHARGES:- Inclusive in above rates.
4. DELIVERY PERIOD:- 2800 Nos. Cover per month from the date of issue of supply order.
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 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.

7. 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

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SCHEDULE - "A"

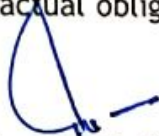
Accepted rates of M/s.Arun Manufacturing Services (P) Ltd., B-53, F.F. Complex, Rani Jhansi Road, Jhandewalan, NEW DELHI. E-mail:- amspoly@outlook.com
Offer No. AMS(P)/DS&D(Haryana)2019-2020 (Covers).doc/C3/P005 dated 22.04.2019 and your letter dated 20.05.2019, this office acceptance letter No.3520 dated 30.05.2019 and your letter No.AMS(P)/DS&D(Haryana)2019-2020(Covers).doc/C3/P010 dated 31.05.2019 received in this office on 03.06.2019.

<u>Sr. No. Description of Stores</u>	<u>Rates in Rs.</u>
BLACK POLYTHENE COVERS Size- 9.8mt. x 6.4mt. x 4.9mt. (32' x 21' x 16') (DETAILED SPECIFICATIONS GIVEN IN ANNEXURE-"A")	Rs.9,250/- Per Cover Incl. of GST & all other type of taxes/duties

TERMS AND CONDITIONS:-

1. F.O.R.:- The above rates are for destination anywhere in Haryana at Consignee's site at supplier's risk.
2. GST:- Inclusive in above rates.
3. FREIGHT CHARGES:- Inclusive in above rates.
4. DELIVERY PERIOD:- 1800 Nos. Cover per month from the date of issue of supply order.
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 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.
7. 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

SCHEDULE - "A"

Accepted rates of M/s. Dhanshree Agro Poly Product, 6-B, Goldcoin Complex, 2nd Floor, Satellite Road, Jodpur Char Rasta, AHMEDABAD.

E-mail:- anilpatel3853@gmail.com, shilpeshpatel85@gmail.com

Offer No. Nil dated 24.04.2019 and your letter dated 20.05.2019, this office acceptance letter No.3517 dated 30.05.2019 and your letter No.Nil dated 05.06.2019 received in this office on 10.06.2019.

<u>Sr. No. Description of Stores</u>	<u>Rates in Rs.</u>
BLACK POLYTHENE COVERS	Rs.9,250/- Per Cover
Size- 9.8mt. x 6.4mt. x 4.9mt.	Incl. of GST & all other
(32' x 21' x 16')	type of taxes/duties
(DETAILED SPECIFICATIONS GIVEN IN ANNEXURE-"A")	

TERMS AND CONDITIONS:-

- F.O.R.:-** The above rates are for destination anywhere in Haryana at Consignee's site at supplier's risk.
- GST:-** Inclusive in above rates.
- FREIGHT CHARGES:-** Inclusive in above rates.
- DELIVERY PERIOD:-** 1600 Nos. Cover per month from the date of issue of supply order.
- 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.
- 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 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.
- 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

SCHEDULE - "A"

Accepted rates of M/s. Shalimar Plastic Industries, Plot No.1812, GIDC, HALOL-389350, District Panchmahal, Gujarat.

E-mail:- shalimarplastic1987@gmail.com, info@shalimarplastic.in

Offer No. Nil dated 24.04.2019 and your letter dated 20.05.2019, this office acceptance letter No.3519 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>
BLACK POLYTHENE COVERS	Rs.9,250/- Per Cover
Size- 9.8mt. x 6.4mt. x 4.9mt. (32' x 21' x 16')	Incl. of GST & all other type of taxes/duties
(DETAILED SPECIFICATIONS GIVEN IN ANNEXURE-"A")	

TERMS AND CONDITIONS:-

1. F.O.R.:- The above rates are for destination anywhere in Haryana at Consignee's site at supplier's risk.
2. GST:- Inclusive in above rates.
3. FREIGHT CHARGES:- Inclusive in above rates.
4. DELIVERY PERIOD:- 1500 Nos. Cover per month from the date of issue of supply order.
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.

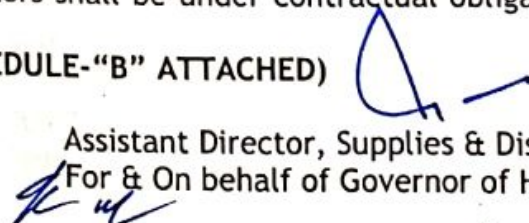
6. INSPECTION:- The inspection of the material will be carried out by the committee constituted by Indenting Department or their authorized representatives at the premises of the supplier before dispatch.

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 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.

7. 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

ANNEXURE - "A"

DETAILED SPECIFICATIONS OF BLACK POLYTHENE COVERS:

Size- 9.8mt. x 6.4mt. x 4.9mt.
(32' x 21' x 16')

Black polythene covers of 1000 Guage Low Density and High Impact Resistance Black Polythene Film having two funnels on each length side and one funnel on each width side. The funnel shall be in form of cylindrical tubes and shall be of size approximately 30 Cms \pm 2Cm. in length and approximately 20 Cms. \pm 2 Cms in diameter. Length side funnel shall be fixed at a distance of app. 90 Cms. from the top joint and side joint. While the funnel of width side, funnel shall be fixed in the centre of each side at the distance of 90 Cms from the top joint and shall be welded both from inside as well as outside. Eyelets shall be provided at a distance of about two meters from each other and at a height of about 3 Cms from the bottom edge. The colour of the funnels should be the same of the cover/film.

The seams of the covers shall be triple heat sealed. The width of each seam shall be minimum 10 millimeter and each cover shall have seams/joints not more than one on one corner running from the top to bottom and one joint all round at the top to give a rectangular shape. One horizontal seams/joints running on all the four sides near the bottom.

The joint of two films in all cases shall be overlapped by 6.35cm (2.5") wide and seams triple heat sealed. The bottom edges should be folded 6.5 Cms in width and triple heat sealed. The sealed seams shall be guaranteed against giving way for a minimum period of one year in all cases.

WEIGHT:- MINIMUM WEIGHT OF EACH COVER SHALL NOT BE LESS THAN 53 KGS (FIFTY THREE KILO GRAMS EACH) FOR ABOVE MENTIONED SIZE.

VISUAL APPEARANCE:

The polythylene sheet used for making the covers shall be 1000 gauge + - 20% made from virgin raw material and shall be uniform in colour texture, finish and free from any weak weld lives, grains, fish eyes, agglomerate and substantially free from pin holes, undispersed raw material, streak and particles of foreign matter. There should be no other visible defect such as holes, tears or blisters. The edges shall be free of nicks and cuts visible to the unaided eye. Such covers should be supplied with one roll of pressurized plastics self-adhesive tape free of cost. The adhesive tape roll shall be 10 meters in length and about 2 Cms in width with each cover.

REQUIREMENT OF FILM:

- A. **CARBON BLACK:-** The percentage of carbon black in the material shall be 2.5 + - 0.5% by mass as provided in clause 4.1.6 of IS 2508-1984 with latest amendments when tested as per para 10 of IS 2530-1963 with latest amendments and dispersion of which should satisfactory as per para 16 of IS 2530-1963 with latest amendments. (Method of test for polythylene mounding materials and polythylene compounds).
- B. **DENSITY:-** The density of the film compound shall be between 0.922 g/ml to 0.937 g/ml. at 27 degree C (0.924 g/ml. to 939 g/ml. at 23 degree C) when determined in accordance with method of 5 of IS-8543 (Part-I, Sc.2) prescribed in clause 2.2 of IS-2508 WITH LATEST AMMENDMENTS.
- C. **THICKNESS:-** Thickness tolerance of the High impact resistant thickness for 250 microns (1000 gauge) + - 20%.
- D. **TENSILE STRENGTH:-** Tensile strength at break for all thickness of polythylene film (Heavy Duty) shall be not less as under:-
Lengthwise direction = 140 kgf./cm²
Crosswise direction = 110 kgf./cm²

- AFTER HEAT AGEING:-** @ 60 Degrees Centigrade for 07 days in respect of Tensile Strength - Maximum 30% reduction of original values for Tensile Strength.
- E. **ELONGATION AT BREAK:-** Elongation at break when tested as prescribed in A-4 for various thickness of polythylene film shall not be less than the value given below:-
 Lengthwise direction = 200% minimum.
 Crosswise direction = 400% minimum.
- F. **IMPACT RESISTANCE:-** Impact resistance of film shall be as given in clause 4.7.3 of IS: 2508/1984 with latest amendments. The test shall be carried out in accordance with the procedure given in A-6 laid down in IS specification No.2508/1984 with latest amendments (cover should be made of High impact resistance films).
- G. **MELT FLOW INDEX:-** The Melt Flow Index of the film when determined in accordance with 7 of IS: 2530-1963 shall be between 0.10 to 15.0gm/10min.
- H. **TEARING STRENGTH:-**
 1700 gms. (minimum) in Longitudinal Direction
 (Using Elmendorf material) 2100 gms. (minimum) in Crosswise Direction

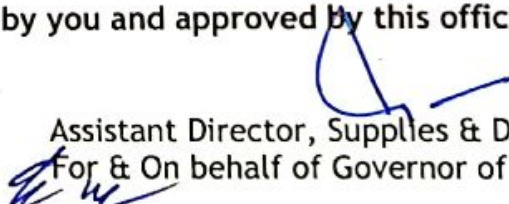
NOTE:- The supplier shall give a guarantee to Indenting Deptt. of 06 months that the film conform to above mentioned specifications & in case it is found that the same does not conform to specifications at any stage within this period in testing from any reputed test house i.e. Govt./Shri Ram Test House to be decided by the Indenting Deptt., the covers prepared/ manufactured/ delivered would be rejected & supplier is bound to replace the same with correct material otherwise the losses shall be recovered from the supplier.

PACKING:- Each polythene 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 polythene 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 polythene 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, Name of the supplier, Sr. No. of cover for purposes of identifications. All marking should 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 and approved by this office).


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

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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

M/s. Climax Synthetics Pvt. Ltd;
A/1-835 & 836, GIDC, Makarpura,
VADODARA- 390010.
Email: info@climaxindia.com

Memo. No.172/HR/RC/TLA-I/2019-2020/
Dated Panchkula, the:-

5007
12.06.2019

Subject:- Rate Contract for the purchase of Black Polythene Covers on annual Rate Contract basis (Sr. No.05).

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.
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

Endst. No. 5008-5010

Dated 12.06.2019

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 the following:-

1. The Director, Food Civil Supplies and Consumer Affair Department, Haryana, 2nd 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 contractors under intimation to this office. The procuring agencies will ensure the distribution of quantity so as to ensure that overall distribution among the approved firms as approved in the High Powered Purchase Committee meeting.

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.

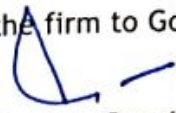
Assistant Director, Supplies & Disposals,
For Director General, Supplies & Disposals, Haryana

Endst. No. 5011

Dated 12.06.2019

A copy is forwarded to the Excise & Taxation Commissioner, Vadodara 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. 5012-5018

Dated 12.06.2019

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. Climax Synthetics Pvt. Ltd; A/1-835 & 836, GIDC, Makarpura, VADODARA- 390010. Email: info@climaxindia.com

Offer No.CSPL/BRD/DSDH/2019-20/T-02 dated 24.04.2019 and your letter dated 20.05.2019, this office acceptance letter No.3518 dated 30.05.2019 and your letter No.CSPL/BRD/DSD/2019-20 dated 10.06.2019.

Sr. No. Description of Stores

Rates in Rs.

BLACK POLYTHENE COVERS

Rs.9,250/- Per Cover

Size- 9.8mt. x 6.4mt. x 4.9mt.

Incl. of GST & all other

(32' x 21' x 16')

type of taxes/duties

(DETAILED SPECIFICATIONS GIVEN IN ANNEXURE-"A")

TERMS AND CONDITIONS:-

1. F.O.R.:- The above rates are for destination anywhere in Haryana at Consignee's site at supplier's risk.
2. GST:- Inclusive in above rates.
3. FREIGHT CHARGES:- Inclusive in above rates.
4. DELIVERY PERIOD:- 3000 Nos. Cover per month from the date of issue of supply order.
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 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.

7. 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

ANNEXURE - "A"

DETAILED SPECIFICATIONS OF BLACK POLYTHENE COVERS:

Size- 9.8mt. x 6.4mt. x 4.9mt.
(32' x 21' x 16')

Black polythene covers of 1000 Guage Low Density and High Impact Resistance Black Polythene Film having two funnels on each length side and one funnel on each width side. The funnel shall be in form of cylindrical tubes and shall be of size approximately 30 Cms + 2Cm. in length and approximately 20 Cms. + 2 Cms in diameter. Length side funnel shall be fixed at a distance of app. 90 Cms. from the top joint and side joint. While the funnel of width side, funnel shall be fixed in the centre of each side at the distance of 90 Cms from the top joint and shall be welded both from inside as well as outside. Eyelets shall be provided at a distance of about two meters from each other and at a height of about 3 Cms from the bottom edge. The colour of the funnels should be the same of the cover/film.

The seams of the covers shall be triple heat sealed. The width of each seam shall be minimum 10 millimeter and each cover shall have seams/joints not more than one on one corner running from the top to bottom and one joint all round at the top to give a rectangular shape. One horizontal seams/joints running on all the four sides near the bottom.

The joint of two films in all cases shall be overlapped by 6.35cm (2.5") wide and seams triple heat sealed. The bottom edges should be folded 6.5 Cms in width and triple heat sealed. The sealed seams shall be guaranteed against giving way for a minimum period of one year in all cases.

WEIGHT:- MINIMUM WEIGHT OF EACH COVER SHALL NOT BE LESS THAN 53 KGS (FIFTY THREE KILO GRAMS EACH) FOR ABOVE MENTIONED SIZE.

VISUAL APPEARANCE:

The polythylene sheet used for making the covers shall be 1000 gauge + - 20% made from virgin raw material and shall be uniform in colour texture, finish and free from any weak weld lives, grains, fish eyes, agglomerate and substantially free from pin holes, undispersed raw material, streak and particles of foreign matter. There should be no other visible defect such as holes, tears or blisters. The edges shall be free of nicks and cuts visible to the unaided eye. Such covers should be supplied with one roll of pressurized plastics self-adhesive tape free of cost. The adhesive tape roll shall be 10 meters in length and about 2 Cms in width with each cover.

REQUIREMENT OF FILM:

- A. **CARBON BLACK:-** The percentage of carbon black in the material shall be 2.5 + - 0.5% by mass as provided in clause 4.1.6 of IS 2508-1984 with latest amendments when tested as per para 10 of IS 2530-1963 with latest amendments and dispersion of which should satisfactory as per para 16 of IS 2530-1963 with latest amendments. (Method of test for polythylene mounding materials and polythylene compounds).
- B. **DENSITY:-** The density of the film compound shall be between 0.922 g/ml to 0.937 g/ml. at 27 degree C (0.924 g/ml. to 939 g/ml. at 23 degree C) when determined in accordance with method of 5 of IS-8543 (Part-I, Sc.2) prescribed in clause 2.2 of IS-2508 WITH LATEST AMMENDMENTS.
- C. **THICKNESS:-** Thickness tolerance of the High impact resistant thickness for 250 microns (1000 gauge) + - 20%.
- D. **TENSILE STRENGTH:-** Tensile strength at break for all thickness of polythylene film (Heavy Duty) shall be not less as under:-
 - Lengthwise direction = 140 kgf./cm2
 - Crosswise direction = 110 kgf./cm2

AFTER HEAT AGEING:- @ 60 Degrees Centigrade for 07 days in respect of Tensile Strength - Maximum 30% reduction of original values for Tensile Strength.

E. **ELONGATION AT BREAK:-** Elongation at break when tested as prescribed in A-4 for various thickness of polythylene film shall not be less than the value given below:-

- Lengthwise direction = 200% minimum.
- Crosswise direction = 400% minimum.

F. **IMPACT RESISTANCE:-** Impact resistance of film shall be as given in clause 4.7.3 of IS: 2508/1984 with latest amendments. The test shall be carried out in accordance with the procedure given in A-6 laid down in IS specification No.2508/1984 with latest amendments (cover should be made of High impact resistance films).

G. **MELT FLOW INDEX:-** The Melt Flow Index of the film when determined in accordance with 7 of IS: 2530-1963 shall be between 0.10 to 15.0gm/10min.

H. **TEARING STRENGTH:-**
(Using Elmendorf material) 1700 gms. (minimum) in Longitudinal Direction
2100 gms. (minimum) in Crosswise Direction

NOTE:- The supplier shall give a guarantee to Indenting Deptt. of 06 months that the film conform to above mentioned specifications & in case it is found that the same does not conform to specifications at any stage within this period in testing from any reputed test house i.e. Govt./Shri Ram Test House to be decided by the Indenting Deptt., the covers prepared/ manufactured/ delivered would be rejected & supplier is bound to replace the same with correct material otherwise the losses shall be recovered from the supplier.

PACKING:- Each polythene 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 polythene 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 polythene 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, Name of the supplier, Sr. No. of cover for purposes of identifications. All marking should 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 and approved by this office).


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