

RATE CONTRACT

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. Indian Herbs Specialties Private Limited,
D-21, Shop No.2, Acharaya Niketan, Mayur Vihar,
Phase-I, NEW DELHI-110091.
E-mail:- marketing@indianherbs.org. & nkverma@indianherbs.in
2. M/s. The Himalaya Drug Company, Makali, BANGALURU-562162.
E-mail:-padmaja@himalayawellness.com & arorahemant123@yahoo.co.in
3. M/s.Ayurved Limited, 4th Floor, Sagar Plaza, District Centre, Laxminagar,
DELHI-110096. E-mail:- info@ayurved.com & rkumar@ayurved.com
4. M/s. Natural Remedies Private Limited, 5B, Veerasandra Industrial Area, 19
K.M. Stores, Hosur Road,Electornic City Post, BANGALORE-560100.
E-mail:- distribution@naturalremedy.com @ chhabravet@gmail.com

Memo. No.19/HR/RC/G-2/2018-2019/ **2959-62**

Dated Panchkula, the:- **28.05.2019**

Subject:- Rate Contract for the purchase of Ayurvedic Veterinary Medicines on Two Year Rate Contract basis required by the Animal Husbandry & Dairying Department, Haryana (Sr. No.03).

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 TWO YEAR i.e. upto 27.05.2021** 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 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 or officers authorized by the Director, Supplies & Disposals, Haryana in the contract 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 **30 days** of the date of receipt of stores 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 of the rate contract. 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 the 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, Haryana
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 Director General, Animal Husbandry & Dairying Department, Haryana, Sector-2, Panchkula.

1. He may indent for the requirement of the goods included in the Schedule "A" attached direct on the approved contractor under intimation to this office. All Indenting officers/consignees are requested to place their indents after consolidating their requirements. Where more than one firm is approved on identical rates for any item, then orders are to be placed as per the Govt. Instructions.
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 in original packing and seal of the manufacturers 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" within 30 days 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.
5. Sales tax where allowed extra should be paid to the firm only after the firm submit Photostat copy of the Registration Certificate to the Indenting officers/Consignees under the sales tax act, the Indenting officers/consignees will release balance payment of the firms only after receipt of the said certificate.
No payments should be made against GR of any Road Transport Co.

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

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

A copy is forwarded to the following for information and necessary 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, Haryana,
For Director General, Supplies & Disposals, Haryana

SCHEDULE - "A"

Accepted rates of M/s. Indian Herbs Specialties Private Limited, D-21, Shop No.2, Acharaya Niketan, Mayur Vihar, Phase-I, NEW DELHI-110091. E-mail:- marketing@indianherbs.org. & nkverma@indianherbs.in

Your offer ref.No.2018-19/1174 dated 12.10.2018 received in this office on 26.10.2018, your letter No. NIL dated 07.03.2019 and this office acceptance letter No.19058 dated 28.03.2019 and your letter No.2019-20/18 dated 08.04.2019 received in this office on 09.04.2019.

Sr. No.	Generic Name of the Items	Brand Name (if Any)	Pack Size in Grams/ml/n o. of Bolus	Gross Rates per pack in Rupees inclusive of GST & all other type of Taxes/duties	Qty. Allotted
1	Appetite Stimulant & Digestive Powder (H01)	HB Strong Powder	10 gm = (100 Pouch in one Transparent Polythene Bag & 25 Polythene Bag in one HDPE Bag.)	4.75	100%
2	Herbal Ecobolic & Utiriene Cleanser Liquid (H08)	UtriFit Liquid	500 ml.	64.00	100%
3	Topical Ayurvedic Antiseptic Ointment/ Cream/Gel (H09)	Himax Ointment	50 gm.	25.00	70%
4	Ayurvedic Oestrus Inducer Capsules/Bolus (H11)	Prajana HS Capsules	6 Capsules	14.40	30%
5	Herbal Galactagogue bolus (H13)	Galog Strong Bolus	4 Boly	12.00	100%
6	Herbal Ecobolic & Uterine Cleanser Liquid (1000 ml) (H15)	UtriFit Liquid	1000 ml.	110.00	100%

TERMS AND CONDITIONS:-

- F.O.R.:-** The above rates are on destination delivery basis at supplier's risk up to designated division level Government Veterinary Hospitals i.e. Ambala City, Gurugram, Hisar, Rohtak, Karnal & Faridabad and include all expenses like packing, transportation, handling etc.
- GST:-** Inclusive in above rates.
- DELIVERY PERIOD:-** Within 45 Days from the date of receipt of supply orders.

4. PAYMENT TERMS:-

- (A) 100% payment will be made within 30 days after physical delivery, inspection and acceptance of store at Consignee's site, supported with satisfactory inspection and laboratory 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.
- (B) 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:- As per discretion of Indenting department.

- (a) The Department or its representatives shall have the right to inspect the stores to confirm their conformity to the contract. The inspection 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.
- (b) 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.
- (c) During the shelf life, the supplied material may be subjected to further testing at any point of time at the cost of the department.
- (d) 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.
- (e) 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.

- (f) 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 date of manufacturing of the stores shall not be older than 6 months on the day of supply. Similarly, the expiry date of the stores should not be less than one year on the day of supply of stores to the department.
 7. The supplies shall be accompanied with in-house test reports of each batch including certificate of Analysis, Material Safety data and report for the presence of major action ingredients.
 8. 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.
 9. 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.
 10. 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 NIT (SCHEDULE-“A”/ SCHEDULE-“B” ATTACHED)

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

SCHEDULE - "A"

Accepted rates of M/s. The Himalaya Drug Company, Makali, BANGALURU-562162.

E-mail:-padmaja@himalayawellness.com & arorahemant123@yahoo.co.in

Your offer ref.No.nill dated 16.10.2018 received in this office on 26.10.2018 , your letter No. NIL dated 07.03.2019 and this office acceptance letter No.19060 dated 28.03.2019 and your letter No. Nil dated 08.04.2019 received in this office on 10.04.2019.

Sr. No.	Generic Name of the Items	Brand Name (if Any)	Pack Size in Grams/m l/no. of Bolus	Gross Rates per pack in Rupees inclusive of GST & all other type of Taxes/duties	Qty. Allotted
1	Herbal Ruminotoric Bolus (H03)	APPETONIC VET BOLUS	4 Bolus	15.00	100%
2	Herbal Anti-diarroheal Bolus (H06)	DIAREX VET BOLUS	4 Bolus	17.00	100%
3	Topical Ayurvedic Antiseptic Ointment/ Cream/Gel (H09)	SCAVON VET CREAM	50 gm.	25.00	30%
4	Ayurvedic Oestrus Inducer Capsules/Bolus (H11)	HIMFERTIN VET Capsule	6 Capsules	14.40	70%
5	Herbal Anti-inflammatory Cream, (H12)	INFLAMIN VET CREAM	50 gm.	27.00	100%
6	Herbal Antibloat Liquid (H14)	HIMBLOAT LIQUID	100 ml.	25.50	100%

TERMS AND CONDITIONS:-

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

(B) 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:-** As per discretion of Indenting department.

- (a) The Department or its representatives shall have the right to inspect the stores to confirm their conformity to the contract. The inspection 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.
- (b) 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.
- (c) During the shelf life, the supplied material may be subjected to further testing at any point of time at the cost of the department.
- (d) 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.
- (e) 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 date of manufacturing of the stores shall not be older than 6 months on the day of supply. Similarly, the expiry date of the stores should not be less than one year on the day of supply of stores to the department.
7. The supplies shall be accompanied with in-house test reports of each batch including certificate of Analysis, Material Safety data and report for the presence of major action ingredients.
8. 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.
9. 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.
10. 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 NIT (SCHEDULE-“A”/ SCHEDULE-“B” ATTACHED)

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

SCHEDULE -“A”

Accepted rates of M/s.Ayurvet Limited, 4th Floor, Sagar Plaza, District Centre, Laxminagar,

DELHI-110096. E-mail:- info@ayurvet.com & rkumar@ayurvet.com

Your offer ref.No.nill dated 13.10.2018 received in this office on 26.10.2018 , your letter No. NIL dated 07.03.2019 and this office acceptance letter No.19056 dated 28.03.2019 and your letter No. Nil dated Nil received in this office on 12.04.2019.

Sr. No.	Generic Name of the Items	Brand Name (if Any)	Pack Size in Grams/m l/no. of Bolus	Gross Rates per pack in Rupees inclusive of GST & all other type of Taxes/duties	Qty. Allotted
1	Appetite Stimulant & Digestive Powder (H02)	RUCHAMAX	1000 gm	300.00	100%
2	Herbal Anti-diarroheal Powder (H05)	DIAROAK	30 gm.	13.00	100%

TERMS AND CONDITIONS:-

1. **F.O.R.:-** The above rates are on destination delivery basis at supplier's risk up to designated division level Government Veterinary Hospitals i.e. Ambala City, Gurugram, Hisar, Rohtak, Karnal & Faridabad and include all expenses like packing, transportation, handling etc.
2. **GST:-** Inclusive in above rates.
3. **DELIVERY PERIOD:-** Within 45 Days from the date of receipt of supply orders.
4. **PAYMENT TERMS:-**
 - (A) 100% payment will be made within 30 days after physical delivery, inspection and acceptance of store at Consignee's site, supported with satisfactory inspection and laboratory 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.
 - (B) 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:-** As per discretion of Indenting department.

- (a) The Department or its representatives shall have the right to inspect the stores to confirm their conformity to the contract. The inspection 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.
 - (b) 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.
 - (c) During the shelf life, the supplied material may be subjected to further testing at any point of time at the cost of the department.
 - (d) 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.
 - (e) 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 date of manufacturing of the stores shall not be older than 6 months on the day of supply. Similarly, the expiry date of the stores should not be less than one year on the day of supply of stores to the department.
 7. The supplies shall be accompanied with in-house test reports of each batch including certificate of Analysis, Material Safety data and report for the presence of major action ingredients.
 8. 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.

9. 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.
10. 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 NIT (SCHEDULE-“A”/ SCHEDULE-“B” ATTACHED)

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

SCHEDULE - "A"

Accepted rates of M/s. Natural Remedies Private Limited, 5B, Veerasandra Industrial Area, 19 K.M. Stores, Hosur Road, Electornic City Post, BANGALORE-560100. E-mail:- distribution@naturalremedy.com @ chhabravet@gmail.com

Your offer ref.No.nill dated 11.10.2018 received in this office on 26.10.2018 , your letter No. NIL dated 07.03.2019 and this office acceptance letter No.19054 dated 28.03.2019 and your letter No. NRP/MKTG/19-20/03 dated 12.04.2019 received in this office on 18.04.2019.

Sr. No.	Generic Name of the Items	Brand Name (if Any)	Pack Size in Grams/m l/no. of Bolus	Gross Rates per pack in Rupees inclusive of GST & all other type of Taxes/duties	Qty. Allotted
1	Hepato-protective & Metabolic Stimulant Bolus (H04)	ZIGBO BOLUS	10	31.00	100%
2	Herbal Ecobolic & Utiriene Bolus (H07)	INVOLON BOLUS	6 Boly	33.00	100%

TERMS AND CONDITIONS:-

- F.O.R.:-** The above rates are on destination delivery basis at supplier's risk up to designated division level Government Veterinary Hospitals i.e. Ambala City, Gurugram, Hisar, Rohtak, Karnal & Faridabad and include all expenses like packing, transportation, handling etc.
- GST:-** Inclusive in above rates.
- DELIVERY PERIOD:-** Within 45 Days from the date of receipt of supply orders.
- PAYMENT TERMS:-**
 - 100% payment will be made within 30 days after physical delivery, inspection and acceptance of store at Consignee's site, supported with satisfactory inspection and laboratory 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.
- INSPECTION:-** As per discretion of Indenting department.

- (a) The Department or its representatives shall have the right to inspect the stores to confirm their conformity to the contract. The inspection 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.
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 - (d) 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.
 - (e) 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.
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 8. 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.

9. 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.
10. 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 NIT (SCHEDULE-“A”/ SCHEDULE-“B” ATTACHED)

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