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From

RATE CONTRACT

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

To

M/s Laboratory Instruments & Chemicals,
Cross Road No. 05, Near Classic Hotel, Grain Market, Ambala Cantt.
E-mail-lincoambala@gmail.com,

Memo. No. 66/HR/RC/E-4/2020-21/5015
Dated Panchkula, the:- 26.07.2021

Subject:- Tender for Arranging Two Years Rate contract for the supply of instruments for Mini Soil Testing Lab (With Testing kit of 100 Samples) & refilling kit for testing of 100 Soil Samples (Sr. No. 05).

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 YEARS i.e 25.07.2023. Government reserves the right to bring any other party on the rate contract at any subsequent stage during the pendency of this rate contract.

4. The store must confirms to the approved specification/samples as given in Schedule "A" attached, failing which the same shall be rejected at your risk and cost.

5. The inspection of the material will be carried out by the Indenting Officers or their authorized representatives at your premises before dispatch.

6. The supply must be completed within the stipulated delivery period failing which the risk purchase will be affected against you and the excess cost thus incurred will be recovered from you. Delayed supplies shall be accepted under penalty clause of the Schedule "B" unless the delivery period is extended by the competent authority.

7. The Director, Supplies & Disposals, Haryana reserves to himself the right to obtain contracted items of stores when available from any Govt. Deptt./ approved source without prejudice to this contract.

8. Failure to execute agreement/effect supplies within the stipulated period, repeatedly offering supplies liable to rejection or without prior inspection may render your earnest money/security liable to forfeiture, debarring your firm in addition to other remedies as available under the terms of the contracts.

9. All cases, where payments are not made within time, should be referred to this office for taking necessary action against the defaulters.

10. Your attention is particularly invited to the provision of Schedule "B" regarding the compliance with requisitions, preparation and submission of bills and quarterly submission of statement of supplies.

11. **PRICE FALL CLAUSE:-** The price charged for the stores shall not exceed in any way the lowest price at which you quote/supply the stores of identical description of stores to DGS&D, New Delhi/State Govt./Central Govt./Institutions/ undertaking/any other person during the delivery period/currency period of the rate contracts. If at any time during the delivery/currency period, you reduce the rate, sale price of quoted stores to any person at the price lower than the price chargeable under this supply order/contract, you are required to inform this office and price payable under the supply order/contract for the stores supplied after the date of coming into force of such reduction of rates shall stand correspondingly reduced to that level. You shall promptly notify the reduction of rates to this office as well as to concerned Indenting Officers/ Consignees. You shall also give a certificate on your bills that the rates charged by you are not in any way higher to these quoted to the DGS&D, New Delhi and other State Govt. Central Govt. Institutions etc. during the corresponding period. The Indenting Officer shall be required to ensure that requisite certificate is given by the concerned firm on the bills before releasing their payments.

12. All disputes will be settled only within the jurisdiction of Head Quarters of the Directorate of Supplies & Disposals, Haryana, Panchkula.

Please acknowledge the receipt of this letter.

Yours faithfully,

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

Endst. 66/HR/RC/E-4/2020-21/5016

Dated 26.07.2021

A copy (i) copy of Schedule 'A' showing the prices accepted along with conditions of supply (ii) Schedule "B" i.e. conditions of contract applications are forwarded to the Director General, Agriculture and Farmer Welfare Department, Haryana, Panchkula for information and necessary action.

1. He may indent for the requirement of the goods included in the Schedule "A" attached direct on the approved contractors under intimation to this office.

2. The security deposited by the firms would be released after two months of the termination of the contract and he is therefore, requested to send the complaints, if any, against the contractors to this office within this limit for settlement, failing which no complaint or claim will be entertained.

3. The Inspection shall be arranged by the Indenting Officer/Consignees or their authorized representatives at destination before releasing the payment of the supplies. The stores should be accepted only after satisfactory inspection and issue of proper inspection note showing the acceptance of the material as per approved specifications.

4. Please report all cases in which contractor fails to effect supply within the delivery period stipulated in the Schedule "A" after the expiry of stipulated delivery period to this office for effecting purchase at the risk and cost of the contractors failing which all responsibility will rest with Indenting Officers/Consignees for not effecting risk purchase within prescribed period.

Assistant Director, Supplies & Disposals,
For Director General, Supplies & Disposals, Haryana
Dated 26.07.2021

Endst. 66/HR/RC/E-4/2020-21/5017-19

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

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

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

Endst. 66/HR/RC/E-4/2020-21/5020-26

Dated 26.07.2021

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

1. The Accountant General (Audit), Haryana, Sector-33, Chandigarh.
2. The Controller of Stores, Punjab, Chandigarh.
3. The Controller of Stores, Himachal Pradesh Nigam Vihar, Shimla.
4. The Controller of Stores/Director of Industries and Commerce, J&K, Shrinagar.
5. St. Section O/o DGS&D, Haryana.
6. Programmer O/o DGS&D, Haryana.
7. Departmental Processing Charges branch DGS&D, Haryana

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

SCHEDULE -"A"

Accepted rates of M/s Laboratory Instruments & Chemicals, Cross Road No. 05, Near Classic Hotel, Grain Market, Ambala Cantt. E-mail-lincoambala@gmail.com, offer No. 2021/T/DSND/08 Dated 06.03.2021 and your letter No. nil dated 12.06.2021, this office acceptance letter No.3573 dated 12.07.2021 & your letter No. PJ/2021/L/2233 dated 22.07.2021.

1. Mini Soil Testing lab:-

Sr. No. of DNIT	Name of the item	Qty.	Rates in Rs. Per unit, inclusive of GST @ 12%, freight & FOR Destination etc.
01	Mini Soil Testing lab (with testing kit of 100 samples Make- M/s W S Telematics Pvt. Ltd; Brand and Trade Mark: Harvesto Model:- WST-314P	(Min. Qty. 124 Nos.- Max. Qty. 249 Nos.)	72,800.00

2. Refilling Kit:-

Sr. No. of DNIT	Name of the item	Qty.	Rates in Rs. Per unit, inclusive of GST @ 18%, freight & FOR Destination etc.
02	Refilling Kit for testing of 100 soil samples Make- M/s W S Telematics Pvt. Ltd; Brand and Trade Mark: Harvesto Model:- WST-ERK-100	(Min. Qty. 5000 Nos.- Max. Qty. 10000 Nos.)	15,930.00

SPECIFICATIONS:-

Technical Specifications of Mini-Soil Testing Lab (Mini-STLs) and refilling-kits

Mini-STL

- i) Mini-STL i.e. Digital Soil Testing and Fertiliser Recommendation Meter capable for testing of 14 parameters viz. pH, EC, N, P, K, OC, S, Zn, Mn, Fe, Cu, B, Lime / Gypsum Requirement etc.
- ii) The Digital Soil Testing and Fertiliser Recommendation Meter should be able to provide fertiliser recommendation for a minimum of 100 crops.
- iii) The Digital Soil Testing and Fertiliser Recommendation Meter should have inbuilt memory for at least 999 samples.
- iv) The Digital Soil Testing and Fertiliser Recommendation Meter should come along with reagents suitable for 100 samples analysis of the above mentioned 14 parameters.
- v) The Digital Soil Testing and Fertiliser Recommendation Meter should have facility to send Soil test results and fertiliser recommendation to farmers by means of SMS.
- vi) The Digital Soil Testing and Fertiliser Recommendation Meter should be provided along with reagent kit for 100 samples for each of the 14 parameters, oscillatory shaker having suitable tray for a minimum of 15 Nos.

- of 50 ml bottles, plasticware, glassware, pH probe, EC probe, Rectangular Cuvettes (2 Nos.), required user manuals, training manuals, etc. Any other accessories/items not mentioned above but required for testing of the 14 parameters and providing fertiliser recommendation is to be provided.
- vii) The Technology of Digital Soil Testing and Fertiliser Recommendation Meter must be approved by Indian Council of Agriculture Research (ICAR). The relevant documents must be provided.

TERMS AND CONDITIONS:-

1. **F.O.R.:-** The above rates are FOR destination i.e. in various Mini Soil Testing laboratories for Schools/Colleges/Mandis in the State of Haryana at supplier's risk.
2. **GST :-** Inclusive in above rates.
3. **FREIGHT CHARGES:-**Inclusive.
4. **DELIVERY PERIOD:-** Within One month from the date issue of Supply Order.
5. **PAYMENT TERMS** :- The payment will be made within one month after satisfactory installation of equipment.

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:-

- a. The inspection of the instruments shall be carried out by the Indenting Department or any officer/ official authorized to do so by the Indenting Department and shall have the power to inspect/verify the equipment supplied as per the order before, during or after installation and to reject the same or any part or portion, if he or they be not satisfied that the same is not at par or according to the specifications submitted by the successful bidder.
- b. The firm shall not be paid for supplies rejected.
- c. The firm shall neither claim nor be entitled to payment for any damage that rejected supplies may suffer from any harm whatsoever incidental to a full and proper examination and test of such supplies.
- d. The indenting Department shall be under no liability whatsoever for rejected item and the same will be at your firm's risk
- e. Rejected supplied shall be removed by the firm at his own expense within 10 days after notice has been issued to him of such rejection, and failing such removal of rejected goods will at vendor's risk and the indenting Department may charges the successful bidder the market rent for the space occupied by such rejected goods.


- f. Super inspection of already inspected equipments may be carried out at the discretion of indenting Department after installation, such officer as may be authorized by him.

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 items supplied must be covered with warranty for minimum of 24 months from the date of supply against any defective manufacturer/ workmanship etc., repairs/ replacements/ servicing shall be attended free of cost within the warranty period.
8. The loading and unloading charges, if any, should be borne by the bidder only.
9. The Mini STLs and refill kits will be supplied in all the districts of the State as per requirement i.e. FOR destination.
10. Your firm shall provide detailed operational and maintenance manuals at the time of supply of the equipments.
11. Your firm shall provide training to the officers/officials of Department of A&FW as well as School/Colleges/University regarding testing of soil and water samples on Mini-STL at the time of installation.

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

Encls.a/a


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