

RATE CONTRACT

Regd.
From

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

To

M/s. HAFED Pesticides,
G.T. Road, Taraori (Karnal)
E-mail-hpthfdkrll@gmail.com

Memo No:- 31/HR/RC/G-3/20-21/8051
Dated Panchkula the:- 21.09.2021

Subject:- Annual Rate Contract for the purchase of ISI Marked Deltamethrin. Tenders opened on 23.07.2021. (Sr. No.06).

Dear Sir,

With reference to your Tender No. & dated and this office acceptance letter No. & Dated and your letter No. and Dated given in Schedule "A", on the subject noted above, I have to inform you that your offer has been accepted for the supply of stores to the terms & conditions given in the Schedule "A" and "B".

2. I enclose herewith an agreement form in duplicate and request that the agreement may be executed on a non-judicial stamp paper of Rs.15/- signed and returned to this office within 10 days from the date of issue of this letter. One copy of the agreement will be sent to you duly executed on behalf of Governor of Haryana for your record. You may kindly send power of attorney in favour of the person/persons who is/ are authorized to signed the agreement together with/their specimen signature duly attested by a Magistrate or Oath Commissioner or Resolution of the firm authorizing the persons to sign the documents on behalf of the firm.
3. The Contract shall come into force from the date of its issue and shall remain operative upto ONE YEAR i.e 20.09.2022. Government reserves the right to bring any other party on the rate contract at any subsequent stage during the pendency of this rate contract.
4. The store must confirms to the approved specification/samples as given in Schedule "A" attached, failing which the same shall be rejected at your risk and cost.
5. The inspection of the material will be carried out by the Indenting Officers or their authorized representatives at your premises before dispatch.
6. The supply must be completed within the stipulated delivery period failing which the risk purchase will be affected against you and the excess cost thus incurred will be recovered from you. Delayed supplies shall be accepted under penalty clause of the Schedule "B" unless the delivery period is extended by the competent authority.
7. The Director, Supplies & Disposals, Haryana reserves to himself the right to obtain contracted items of stores when available from any Govt. Deptt./ approved source without prejudice to this contract.

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

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

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

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

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

Please acknowledge the receipt of this letter.

Yours faithfully,

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

Endst. No-31/HR/RC/G-3/20-21/8052-53

Dated 21.09.2021

A copy (i) copy of Schedule 'A' showing the prices accepted along with conditions of supply (ii) Schedule "B" i.e. conditions of contract applicable is forwarded to the following :-

1. The Director General, Food, Civil Supplies & Consumer Affairs Department, Haryana, 30 Bays Building, Sector-17, Chandigarh
2. The Managing Director, Haryana State Warehousing Corporation, Bays No. 15-18, Sector-02, 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.

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-31/HR/RC/G-3/20-21/8054

Dated 21.09.2021

A copy is forwarded to the Deputy Excise & Taxation Commissioner, Karnal for information & necessary action:-

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

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

Endst. No-31/HR/RC/G-3/20-21/8055-61

Dated 21.09.2021

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. HAFED Pesticides, G.T. Road, Taraori (Karnal) E-mail hpthfdkrl@gmail.com. Offer No. nil Dated 22.07.2021 and your letter No. nil dated 14.09.2021, this office acceptance letter No. 7879 dated 15.09.2021 & your letter No. nil dated 18.09.2021.

Sr. No.	Description of Stores	Qty.	The rates are in Rs., inclusive of GST @ 18%, Freight & FOR Destination etc.
1.	Deltamethrin 2.5% W.P.	On Annual R/C Basis (27 MT)	260.00 Per Kg

Specifications:-

Deltamethrin 2.5 % W.P. (Synthetic Pyrethoid) as per I.S. No. 13457 : 1992 with latest up-to-date amendments duly ISI Marked. Deltamethrin contents shall be declared, when tested by the method prescribed in appendix A of I.S. 12005 : 1987 , be observed Deltamethrin content percent (m/m) of any of the samples shall not be differ from the declared nominal value by more than the tolerance limit. The material shall be fine, free flowing, whitish, homogeneous powder, free from visible extraneous matter and hard aggregates, It shall wet readily on mixing with water, providing a suspension suitable for use as spray.

Packing:-

The material shall be packed in HM- HDPE or mild steel containers provided with LDPE Liners of thickness not less than 0.062 mm. It shall also confirm to the general requirement given in IS : 8190 (PT. II) 1988 specification. Net weight of the packed material is to be 25kg.

Marking:-

The drum should be marked legibly and indelibly with print/stenciling with all the requirements given under clause 3.2 of IS 1832/1978 in addition to the provisions under the insecticides Act and rules framed their under such as name of material, indication of the source of manufacture, date of manufacture & date of expiry, batch number, net mass of contents, nominal Deltametherin contents present (m/m) & the cautionary notice worded as insecticides Act. 1968 and rules. The expiry date shall be prominently and clearly stenciled/printed.

The container shall be marked NVBDCP Govt. of Haryana Supply, Not for Sale.

Shelf Life/Efficiency:

- (i) The life of linsecticides/Larvicides should not have passed more than 1/6th of the effective life of the same counted from the date of manufacture.
- (ii) Two years life (the date upto the Insecticides/Larvicides shall retain its efficiency and toxicity shall be for a period of Two years from the date of manufacture).

TERMS AND CONDITIONS:-

1. **F.O.R.:-** The above rates are FOR destination anywhere in Haryana and Chandigarh/Panchkula at supplier's risk
2. **GST :-** Inclusive in above rates.
3. **FREIGHT CHARGES:-**Inclusive.
4. **Testing Charges:-** Testing Charges will be borne by the firm.
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 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. Delivery Period:

The time for and the date of delivery of stores stipulated in the supply order shall be deemed to be the essence of the contract and delivery must be completed within 60 days (including date of dispatch of supply order and date of receipt of goods) from the actual date of dispatch either by post or by hand. If the last date of delivery of goods happens to be holiday or declared holiday, the next working day shall be the last day for delivery of goods.

In case of any of the item being rejected or not supplied at all or short supply, the department shall be liberty to procure the same at the risk and expenses of the Contractor and the Contractor shall upon demand paid to the department all such extra charges and expenses as may be incurred or sustained in procuring and testing the same.

If the firms fails to execute the supply order within the stipulated period of 2% of the value of the total order per month will be levied.

7. Inspection sampling at the consignee address:

- The supplies should be accompanied with in-house test report and test report of each batch from one of the Govt. testing lab.
- Regular and random testing of larvicides /insecticides will be undertaken from Govt./Govt. approved laboratories at any time during the shelf life or when ever any defect is notice. All the charges for getting samples tested would be borne by the supplier.
- The department, reserve the right for inspection of the firm participating in the tenders by officers appointed by the Indenting department. It is also open to the department to send persons as may be designated by him to inspect stores and draw samples from therefore dispatch of the consignment.

All rejected stores shall in any event remain and will always be at the risk of the firm immediately on such rejection.

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.

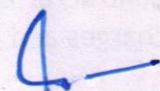
Note:- The supplier shall provide a certificate from the fabricators of the drums to the inspecting authority conforming that the drums confirm to the IS specification.

8. Penalties

- If any store/stores supplied against this Rate Contract are found to be not of standard quality on test analysis from approved laboratory and / or on inspection by competent authority, the firm will be liable to replace the entire quantity or make full payment of entire batch irrespective of fact that part or whole of the supplied stores may have been consumed.
 - If the firm fails to replace the batch declared to be 'not of standard quality' or fails to make payment in lieu of that, the firm is liable to be debarred for 3 years in respect of the one or more or all the items in the Rate Contract of the Director Supplies and Disposal.
 - Non-performance of contract provisions, part supply and non supply of purchase orders will disqualify a firm to participate in the tender for a period of 3 (three) years and his security deposit will be forfeited and no further purchase order will be given to that firm for that item.
9. Firm will submit the test reports with the supply from a Govt. lab.
10. Firm has own responsibility of any damage arising because delay in supply, non-supply or supply of poor quality of larvicides /insecticides.
11. No facility regarding import license for raw materials etc can be given.
12. The department will not pay separately for transit insurance and the firm will be responsible for delivery of items covered by the supply order in good condition.

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

Encls.a/a


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