

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

Memo. No. 37/HR/RC/G-3/2021-22/11134
Dated Panchkula, the:- 16.12.2021

Subject:- Two years Rate Contract for the Purchase of Whatman Filter Papers No. 1 & 42 for Soil Sample Analysis required by the Director General, Agriculture & Farmer Welfare Department, Haryana (Sr. No. 10).

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 15.12.2023. 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,



Superintendent, Supplies & Disposals,

For Director General, Supplies & Disposals, Haryana

Endst. No- 37/HR/RC/G-3/2021-22/11135

Dated 16.12.2021

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 the Director General, Agriculture and Farmer Welfare Department, Haryana, Panchkula for information and necessary action.

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.

Handwritten Signature
Superintendent, Supplies & Disposals,
For Director General, Supplies & Disposals, Haryana
Dated 16.12.2021

Endst. No- 37/HR/RC/G-3/2021-22/11136

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

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

Handwritten Signature
Superintendent, Supplies & Disposals,
For Director General, Supplies & Disposals, Haryana
Dated 16.12.2021

Endst. No- 37/HR/RC/G-3/2021-22/11137-43

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

Handwritten Signature
Superintendent, 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 20.10.2021 and your letter No. nil dated 23.11.2021, this office acceptance letter No.10644 dated 06.12.2021 & your letter No. 2299 dated 15.12.2021.

Sr. No.	Name of the item	Qty.	Rates in Rs. per ream Inclusive of GST@12%, freight & FOR Destination etc.
1	<p>WHATMAN FILTER PAPER NO. 01 :- 46x57 cm sheet, 500/pk Make- CYTIVA (Hyclone Life Sciences Solution India Pvt. Ltd); <u>SPECIFICATIONS:-</u></p> <p>Whatman Grade 1-Qualitative Filter paper</p> <p>(i) Qualitative analytical techniques to determine and identify materials quality.</p> <p>(ii) Filter paper should be made up of high-quality cotton linters, with minimum alpha cellulose content of up-to 98%.</p> <p>(iii) Detailed specifications as followed,</p> <p>a) Particle Retention Liquid: 11 µm b) Nominal air flow: 13s/100mL/in² c) Ash content: 0.06 % d) Nominal thickness: 180 µm e) Typical Water Flow rate: 57 mL/min f) Nominal basis weight: 87g/m² g) Wet Burst: 0.3 psi h) Dry Burst: 16 psi i) Tensile M/D Dry: 39.1 N/15mm</p>	Min. Qty. 425 Ream Max. Qty. 638 Ream	48,600.00

Sr. No.	Name of the item	Qty.	Rates in Rs. per ream Inclusive of GST@12%, freight & FOR Destination etc.
2	WHATMAN FILTER PAPER NO. 42 :- 46x57 cm sheet, 100/pk Make- CYTIVA (Hyclone Life Sciences Solution India Pvt. Ltd); <u>SPECIFICATIONS:-</u> Whatman Grade 42 - Ashless Quantitative Filter <ul style="list-style-type: none"> • Application-gravimetric analysis to quantify the impurities / retentate. • Filter paper should be made up of high-quality cotton linters, with minimum alpha cellulose content of up-to 98%. • Detailed specifications as follows, <ul style="list-style-type: none"> a) Particle retention- 2.5 µm b) Nominal air flow rate- 96 s/100ml/in² c) Ash content- 0.007 % d) Typical thickness-200 µm. e) Nominal water flow rate- 5 mL/min f) Basis weight- 100 g/m² g) Nominal wet burst- 0.7 psi h) Dry Burst-25 psi i) Tensile M/D Dry- 55.8 N/15mm 	Min. Qty. 1063 Ream Max. Qty. 1595 Ream	54,000.00

TERMS AND CONDITIONS:-

1. **F.O.R.:-** The above rates are FOR destination any where in Haryana at supplier's risk. Where the item are to be supplied, and they should include all incidental charges including Central/Haryana GST, Entry Tax, Transportation, Customs Duty, Custom Clearance or any type of charges for the F.O.R. Destination etc. In case of local supplies, the rates should be including all taxes etc. and procuring entity will not pay any cartage or transportation charges or any other type of tax.
2. **GST :-** Inclusive in above rates.
3. **FREIGHT CHARGES:-**Inclusive.
4. **DELIVERY PERIOD:-** Wihtin 45-60 Days. (FOR Destination in the State) from the date of placement of supply order.
5. **PAYMENT TERMS** :- 100% payment within 30-60 days after satisfactory delivery of product. 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 product shall be carried out by the Indenting Department or any officer/official authorized to do so by the Intending

- Department. They shall have the power to inspect/verify the product supplied as per the order during or after delivery. They can reject the same or any part or portion, if not at par or according to the specifications submitted by the successful bidder.
- b. The successful bidder shall not be paid for rejected supplies.
 - c. The successful bidder shall neither claim nor be entitled for payment of 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 the successful bidder's risk.
 - e. Rejected supplied shall be removed by the successful bidder 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 charge the successful bidder the market rent for the space occupied by such rejected goods.
7. The packet of ream of indented item must have "For Government of Haryana supply only" printed on both sides. Also, lot no. of each packet must be reflected on packet and shared with department while raising the bill by manufacturer / supplier.
8. **Complaint attending mechanism:** In case of any complaint in the product, the firm shall attend the same within 96 hours from the time of logging of the first complaint call by the consignee and the complaint must be resolved within 7 days thereafter. The complaints would be logged by the Department / any officers / official of the Indenting Department by e-mail / fax in order to keep the proper delivery records. Further, in case of failure to do so, penalty @ Rs. 1000/- per day per complaint will be applicable. This is without prejudice to all other rights and remedies permissible to the Government under the term & conditions of the contract.

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

Encls.a/a


Superintendent,
Supplies & Disposals, Haryana,
 For & On behalf of Governor of Haryana.