

**Regd.**

From

**RATE CONTRACT**

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

To

**M/s Nisha Polymers Industries Ltd.,**  
Sanju Estate, Plot no. A-170, Indraprastha Industrial Area, Kota ,  
K-324005, Rajasthan  
E-mail: [npildelhi@gmail.com](mailto:npildelhi@gmail.com)

Memo no. 67/HR/RC/E-2/2020-21/

Dated Panchkula the

**Subject:- Annual rate contract of Perforated Corrugated PVC Pipes & Fittings, required by Agriculture and Farmer Welfare Department, Haryana. ( Sr.No.11)**

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With reference to your tender No. Nil & dated Nil and this office acceptance letter No. 11004 & dated 13.12.2021, your letter No. & date given in Schedule- 'A' attached on the subject noted above, I have to inform you that your rates have been accepted for the supply of stores as per terms and conditions given in Schedule-'A & 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 sign the agreement together with/their specimen signature duly attested by 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 up-to 05.01.2023. Government reserves the right to bring any other firm on the rate contract at any subsequent stage during the pendency of this rate contract.

4. The store must be supplied with approved specifications as per 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 may be accepted under penalty clause of the Schedule -'B' unless the delivery period is extended by the competent authority.

7. The Director General, Supplies & Disposals Haryana reserves to himself the right to obtain the contracted items of stores when available from any Govt. Deptt./approved source/any other 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 of your firm in addition to other remedies as available under the terms of the contract.

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:-** i) The price charged for the stores supplied under this rate contract shall not exceed in any way the lowest price at which you quote/supply the stores of identical description to DGS&D, New Delhi/State Govt./Central Govt./Institutions/Undertaking/any other person during the delivery period/currency period of the rate contract. If, at any time during the said period, you reduces the rate, sale price, of quoted stores to any person/Organization/ any Deptt. of Central Govt./ etc. at a price lower than the price chargeable under the rate contract, you are required to inform this office and the price payable under the rate contract for the stores supplied after the date of coming into force of such reduction of the rates shall stand correspondingly reduced to that level. You 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 charges by you are not in any way higher to those quoted to the DGS&D, New Delhi/ other State Govt./ PSU/ 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 Headquarter of the Directorate of Supplies & Disposals, Haryana, Panchkula.

Please acknowledge the receipt of this letter.

  
Superintendent,  
Supplies & Disposals, Haryana  
For & on behalf of Governor of Haryana

Endst. No.

Dated:

A copy (i) copy of Schedule 'A' showing the prices accepted alongwith condition of supply (ii) Schedule "B" i.e conditions of contract applications are forwarded to the Director General, Agriculture & Farmer Welfare Deptt. Haryana, Krishan Bhawan, Sector-21, Panchkula for information and necessary action please.

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 firm's premises/destination before releasing the payments of the supplies. The store 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.

*sd-*  
Superintendent,

For Director General, Supplies & Disposals, Haryana  
Dated

Endst. No.

A copy is forwarded to the Deputy Excise & Taxation Commissioner Kota (Rajasthan) for information & necessary action.

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

*sd-*  
Superintendent,

For Director General, Supplies & Disposals, Haryana  
Dated 6.01.22

Endst. No. 17814.

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

1. The Principal 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/Directorate of Industries & Commerce, Jammu & Kashmir, Srinagar.
5. St. Section.
6. Computer Programmer.

*sd-*  
Superintendent,

For Director General, Supplies & Disposals, Haryana,

### SCHEDULE-'A'

Accepted rates, terms & conditions of M/s Nisha Polymers Industries Ltd., Sanju Estate, Plot no. A-170, Indraprastha Industrial Area, K-324005, Rajasthan, e-mail : [npildelhi@gmail.com](mailto:npildelhi@gmail.com), Offer no. Nil dated Nil, letter dated 28.10.2021 and this office acceptance letter No. 11004 dated 13.12.2021 and firm's letter No. NIL dated: 24.12.2021

Sr.No.	Description of stores	Rates in Rs./mtr. for PVC pipes inclusive of GST, freight Charges, any other taxes, inspection charges, consignee store delivery etc.(for fittings-per pc)	Quantity (On annual rate contract basis)
1.	<b>PVC Corrugated Pipes :</b>		
i.	160 mm Size	486.66	3200 mtr
ii.	200 mm size	799.59	3200 mtr
iii.	294 mm size	1783.27	2800 mtr
2.	<b>Couplers :</b>		
a.	160mm	247.35	500 nos.
b.	200mm	350.90	500 nos.
c.	294mm	517.73	500 nos.
3.	<b>Saddle Tee Combined :</b>		
a.	80X80X160	776.58	25 Nos.
b.	80X80X200	776.58	25 Nos.
d.	80X80X294	1696.98	25 Nos.
4.	<b>Saddle Band:</b>		
a.	80 x 160mm	776.58	20 Nos.
b.	80x200mm	776.58	20 Nos.
c.	80x294mm	1696.98	20 Nos.

**Manufacture:** M/s Cwalior Polypipes Ltd., Kota

**Detailed technical specification :** PVC Corrugated Drainage Pipes & Fittings perforated and non perforated shall be manufactured, inspected sampled and tested in accordance with minimum requirements as set forth in the following

specifications: As per IS-9271:2004(latest) standard duly ISI marked of following sizes:-

Outer diameter 160mm and inner dia 44mm

Outer dia 200mm, inner dia 178mm

Outer dia 294 mm and inner dia 258mm

The samples would also be exposed to acetone test as per clause 5:3:4 of ASTM F-800 in addition to physical tests mentioned in IS-9271:2004.

The material supplied should confirm to the weight criteria specified as under:-

Test name	Brief description of procedure	Pass /fail criteria
<b>Weights</b>	Unit weights should be according to the following table	<b>Weight must be within +- 4% of stated values</b>
	Nominal Size (mm)	Estimated weight(g/m) unit
	144/160	1140
	178/200	1690
	258/294	2500

#### TERMS AND CONDITIONS.

1. **Place of Delivery:** -The above rates are FOR Destination anywhere in Haryana at consignee Godowns at supplier risk.
2. **Unloading charges at destination:-** Inclusive.
3. **Delivery period:** The delivery should be at the earliest and not later than 60 days from date of supply order
4. **Validity period of rate contract:** The rate contract will remain valid for one year from the date of its issue. The supply orders placed within the currency period of the rate contract are required to be executed by you.
5. **Payment terms:-** 100% payment will be made against physical delivery of inspected/accepted material at consignee destination duly unloaded after receipt of material at site i.e consignee's godowns.

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. This is as per provisions contained at Para 17 of G.O. No.2/2/2010-4I-BII of dated 28.05.2010 (or as amended from time to time in this regard)

6. **Inspection :-** The inspection will be done by the Indenting Department or by his authorized representatives at the firm's premises at firm's cost before dispatch of material. Upto date validity of ISI license will be checked/verified by the Deptt. at the time of inspection.

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 2<sup>nd</sup> 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 3<sup>rd</sup> and final inspection also, the firm will be liable for penal action including forfeiture of security, risk purchase, debarring/blacklisting in future, and no further opportunity for inspection would be provided to the supplier firm.

7. **Penalty to firm on Delay in delivery:** Should the contractor fail to deliver or dispatch any consignment within the period prescribed for such delivery or dispatch stipulated in the supply order, the delayed consignment will be subject to 2% penalty per consignment per month recoverable on the value of the stores supplied. The other details will be as per provision contained in sr.no. 14 of "schedule -B' condition of contract.
8. GST on the ORDERED/CONTRACTED ITEM will be paid as applicable. In case, the supplies are delayed by the firm beyond the stipulated delivery period and there has been any upward revision in the rates of GST on the CONTRACTED ITEM, no such increase will be allowed but if there has been any reduction in GST, the same will be availed. No variation in GST on inputs viz raw material/ freight etc. will be applicable.

Other terms & conditions shall be as per DNIT & Schedule-'B" enclosed herewith.

*Stand*  
Superintendent  
Supplies & Disposals, Haryana,  
For & on behalf of Governor of Haryana.