

Rate Contract

Phone Nos.2570121, 2570123, 2570124
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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 M.D. Hygiene Pvt. Ltd.
Block No. 959, Kim Mandvi Road,
Near Ramoji Food, At Tadkeshwar,
Ta. Mandvi Dist. Surat-394170 Gujrat
E-mail: mdhygienesurat@gmail.com
2. M/s Pioneer Hygiene Industries LLP,
Plot No. E-12, Greater Kundli Phase-1,
Narela Road, Piau Manihari, Kundli-131028,
Dist. Sonipat, Haryana
E-mail: info@personalhygiene.in, pioneerhygienindustries@gmail.com

Memo. No.32/HR/RC/G-2/2021-22/17841-42

Dated Panchkula, the:-07.01.2022

Subject:- **Rate Contract for the purchase of Non-belted with Wings type Sanitary Napkins on two year rate contract basis (Sr.No.14)**

With reference to your Tender No. & dated and this office acceptance letter No & Dated and your letter No. 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 **06.01.2024**. 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 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.

- Sd -
Superintendent
Supplies & Disposals Department
For & on behalf of Governor of Haryana

Endst. No. 32/HR/RC/G-2/2021-22/17843

Dated 07.01.2022

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, School Education Department, Haryana, Shiksha Sadan, Sector 5, Panchkula.

1. They may indent for the requirement of the goods included in the Schedule "A" attached direct on the approved contractor 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.

- Sd -
Superintendent
For Director General, Supplies & Disposals Haryana

Endst. No. 32/HR/RC/G-2/2021-22/17844-45

Dated: 07.01.2022

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

- (i) The Excise & Taxation Officer, Surat (Gujrat)
- (ii) The Excise & Taxation Officer, Sonipat (Haryana)

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

- *Sd* -
Superintendent
For Director General, Supplies & Disposals Haryana

Endst. No. 32/HR/RC/G-2/2021-22/17846-52

Dated: 07.01.2022

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.
- ✓ 6. Programmer, O/o DGS&D, Haryana.
7. Departmental Processing Charges branch O/o DGS&D, Haryana

Sd
Superintendent
For Director General, Supplies & Disposals Haryana

SCHEDULE - "A"

Accepted rates of M/s M.D. Hygiene Pvt. Ltd. Block No. 959, Kim Mandvi Road, Near Ramoji Food, At Tadkeshwar, Ta. Mandvi Dist. Surat-394170 Gujrat E-mail: mdhygienesurat@gmail.com Offer No. NIL dated 10.06.2021, your letter No. NIL dated 23.11.2021, this office acceptance letter No.11000 dated 13.12.2021 and your e-mail dated 23.12.2021.

Sr. No.	Name of the Items	Total (Maximum) Quantity in Unit Pack	Gross Rates per pack in Rupees inclusive in all & all other type of Taxes/duties	Quantity Allotted
1	2	3	4	5
1.	Non-belted with wings type Sanitary Napkins. Unit Pack:- 1 Units of 06 Packs	1,70,17,296	Rs.12.37/-	50% of quantity as mentioned in column-3 i.e.8508648 Unit Pack

(DETAILED SPECIFICATIONS, TERMS & CONDITIONS GIVEN IN ANNEXURE-I).


Sd/-
Superintendent
Supplies & Disposals Department,
For & on behalf of Governor of Haryana

SCHEDULE - "A"

Accepted rates of M/s Pioneer Hygiene Industries LLP, Plot No. E-12, Greater Kundli Phase-1, Narela Road, Piau Manihari, Kundli-131028, Dist. Sonapat, Haryana E-mail: info@personalhygiene.in, pioneerhygienindustries@gmail.com Offer No. NIL dated 14.06.2021 and your letter No. NIL dated 23.11.2021, this office acceptance letter No.11002 dated 13.12.2021 and your letter No. Nill dated 20.12.2021 & 30.12.2021.

Sr. No.	Name of the Items	Total (Maximum) Quantity in Unit Pack	Gross Rates per pack in Rupees inclusive in all & all other type of Taxes/duties	Quantity Allotted
1	2	3	4	5
1	Non-belted with wings type Sanitary Napkins. Unit Pack:- 1 Units of 06 Packs	1,70,17,296	Rs.12.37/-	50% of quantity as mentioned in column-3 i.e.8508648 Unit Pack

(DETAILED SPECIFICATIONS, TERMS & CONDITIONS GIVEN IN ANNEXURE-I).


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

ANNEXURE-“I”

A. DETAILED SPECIFICATIONS:-

1. SPECIFICATIONS:

Sr. No.	Technical Specification	Values for non-belt type wings model
1	Overall length (mm)	260 mm \pm 20
2	Fluff core/ Pad Length (mm)	235 mm \pm 20
3	Overall width (mm)	75 mm \pm 5 (Overall width) 160 mm \pm 5 (Wing area)
4	Fluff core/Pad width (mm)	70 mm \pm 5
5	Thickness of a single pad (mm)	3-9 mm
6	Weight of a single pad	Not more than 10 gm
7	Absorbency	50-70 ml normal saline @ 15ml/min
8	pH value	6-8.5
9	packet	6 Napkins in each pack

2. **Technical specifications for Raw material/Packing material to be used:**

Sr. No.	Raw materials	Colour	Thickness	Width	Grade
1	Fluff Pulp	White			Cellulose Pulp, Long Fibre and SAP
2	Tissue Paper	Not to be used			
3	PE film back Sheet	Blue/Pink/White	24 gsm +10%	110 mm	Low Density Polythene Film (LDPE)
4	Non-woven Top Sheet	Natural White	20 gsm +5%	110 mm	Hydrophilic rash free, non-irritant soft to touch
5	Glue-construction	Transparent			Polymer based
6	Glue Positioning/ Back sheet	Transparent			Polymer based
7	Release Paper	White and Printing	40gsm +10%	40 mm	Silicon coated
8	Wing Release Paper	White	40gsm +10%	40 mm	Silicon coated

9	Pack	Four Colour, Printing as per requirement (printing will include messages on use and disposal along with branding manufacture details etc.)	40gsm +10%		LDPE
10	Carton/Corrugated boxes	Craft paper, Single colour			Suitable to pack 160 Sanitary Napkin pouches, made out of 5 Ply (Narrow Flute) Bursting Strength- should not be less than 10kg/sq.cm

3. Manufacture, Workmanship and Finish:

- Sanitary napkins consist of an outer covering provided with sufficient number of channels for leak protection and absorbent filter material with an adhesive back strip.
- The covering of the absorbent filter shall be good quality perforated film sleeve which has sufficient porosity to permit the assembled napkin to meet the absorbency requirements.
- This shall be a product of non-allergic.
- The sanitary napkin shall have a non- absorbent barrier on one side which shall have an identifying clearly the side of the barrier.
- The absorbent filler shall be arranged and neatly cut to the required size of the pad and form a uniform thickness throughout without any wrinkles or distortion.
- It shall be placed in the covering in such a way that it does not cause lump formation with the effect of sudden pressure.
- The covering fabric shall cover the filler completely.

- The Sanitary Napkin shall have a very soft feel and when worn shall not chafe or give any uncomfortable feeling.
- It shall be free from all sorts of foreign matter and should be odourless.
- The adhesive used in Napkin should not leave any mark and stain.
- Uniform thickness is with respect of wrinkles and lump formation only.
- The thickness shall be measured by stacking 10 complete pads and measuring the stack height.
- The average thickness for the 10 pads shall be used as pad thickness.

4. Absorbency and ability to withstand Pressure after absorption

The sanitary napkins shall absorb 50ml of colored water or normal saline when flowed in the center of the napkin (at the rate 15 ml per minute) and it shall not show up at the bottom or sides of the sanitary napkin, when tested.

5. **Disposability:-** A disposable sanitary napkin with the covering removed, shall be immersed in 15 liters of water and stirred. The pad shall disintegrate in the water in not more than 15 minutes.

6. **Tests:-** The materials shall be approved after passing through the tests specified in IS: 5405-1980 (As per latest revision)

7. **Bar Coding:** Bar code (1D-GS1) shall be used to track down the product. It shall be printed on the label of Millboard/ Grey board Boxes (Secondary Package)

1. Product identification (GTIN 14) using application identifier (01)
2. Manufacture and Expiry Date in YYMMDD format & using application identifier (17)
3. Master batch number using application identifier (10)

NOTE:- The quantity and schedule of supply may change depending upon the requirement.

B. TERMS AND CONDITIONS:-

1. **F.O.R.:-** The above rates are F.O.R. destination basis upto School level in the State of Haryana and shall include all expenses including packing, transportation, handling etc. at supplier's risk.
2. **GST:-** Nil.

3. **DELIVERY PERIOD:-** The supply period will be 45 days from the date of issuing purchase order and thereafter will be continue on Monthly Basis with condition that:-
- (i) Delivery must be completed till 7th of every month, if the above day happened to be a holiday for Haryana, the supply should be completed on the next working day.
 - (ii) Delivery for the months of June and March must be done in the month of May and February respectively.
 - (iii) DELAYED SUPPLY; Supply beyond the 12th of the month will be considered as delayed supply.
 - (iv) FULL SUPPLY: Any supply more than 90% would be considered as full supply by 7th/12th dates. However payment with respect to actual quantity supplied would be made. No penalty would be levied on the remaining supply till 7th/12th dates and no risk purchase will be done.
 - (v) PART SUPPLY: Supply between 60 to 90% ordered quantity of goods by 7th/12th dates will be considered as Part Supply and payment of delivered amount of goods will be done after levying liquidate damages on delayed supply @ 20% penalty on non supplied quantities on 7th/12th dates. Payment will be done after making all the deductions.
 - (vi) NON SUPPLY: Supply of less than 60% of ordered quantity by the 7th/12th dates of delivery period will be considered as non supply.
Penalty of @20% of unexecuted ordered value along with risk purchase from approved source as per drug policy or local market at risk and cost of the firm. The penalty will be recovered from any amount payable to the firm.
In case of Non supply, the item which has been received would be used by the consignee without making any payment to the supplier.
4. **PAYMENT TERMS:** - Payment process will be initiated after the receipt of the goods at the School level on the basis of in-house test report provided by the firm along with the supply. Payment will be made within 30 days of test report by empanelled laboratory. 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.
5. **Technical Specifications:-** The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in "Technical Specification" as per NIT & Annexure-I.
6. **Packing:**
- (i) Packing should strictly comply with the packing instructions given in the ANNEXURE I of the DNIT.

(ii) All the material supplied should be marked in bold letters "HARYANA GOVERNMENT SUPPLY, NOT FOR SALE" over primary and secondary packing.

(iii) MRP should not be written.

7. Labelling, Marking and Packaging:

Labeling, marking and packaging conditions should as per specifications.

8. Bar Coding:

Firms should adhere to the bar coding system on the outer most packing.

9. Quality Testing:

(i) The supplies should be accompanied with in-house test report. After the receipt of the consignment, the department will draw a sample out of each batch and will send it for testing at one of the Govt. approved testing laboratories. However random sampling will be done from time to time.

(ii) The firms will be charged 1.5% of the amount of purchase order as testing charges per batch and same will be deductible at the time of payment. In case of firm completing the full supplies within 30 days of issue of purchase order, there will be reduction in testing charges by 0.5% i.e. it would be charged at 1%.

(iii) If the sample/samples is/are found Not of Standard Quality the consignment shall be rejected.

(iv) All rejected stores shall in any event remain and will always be at the risk of the firm immediately on such rejection. The rejected stock should be lifted by the firm within 15 days and replacement supplies be made within 20 days from the date of intimation to the firm. If the firm fails to lift the rejected stock within 15 days the Department reserves the right to destroy the stock at its own.

(v) The Indenting Department reserves the right for inspection of the premises of pharmaceutical firm participating in the Tenders anytime prior/after tender allotment by officers appointed by the Director. They can carry out inspection for assessing the capacity/capability/eligibility of the firm to make supplies and to ensure that good manufacturing practices are being followed by manufacturer. The decision of the Director shall be final in this regard. It is also open to the department to depute persons to inspect stores and draw samples before dispatch of the consignment.

10. Liquidated Damages and other Penalties:

(i) DELAYED/ NON-SUPPLY:

For items requiring sterility testing, penalty will be charged at the rate of 0.5% per day of the unexecuted order after 7th to 12th day. After 12th day, the order shall stand cancelled automatically after levying penalty @20% on the value of unexecuted order and such penalty will be recovered from any amount payable to the supplier.

(ii) QUALITY FAILURE: If any store/stores supplied against this Rate Contract are found to be Not of Standard Quality (NSQ) on test analysis from Government or Government approved laboratory empanelled and / or on inspection by competent authority, the firm will be liable to replace/resupply the entire quantity of failed batch irrespective of fact that part or whole of the supplied stores may have been consumed the department would have all the rights deduct the amount from any of the past or present liability. For more than two instances of quality failure the RC will be cancelled and firm will be debarred for three years to participate in Tendering process for that particular item. If more than three products of a firm are debarred/ blacklisted, the firm will not be eligible to participate in the Tendering process of Haryana for next three years for any item.

If the firm fails to replace the batch declared to be Not of Standard Quality, the department will be at liberty for risk purchase from any approved source as per drug policy or local market at risk and the same will be recovered from the firm.

11. **Non performance of Contract Provisions:**

Non-performance according to contract provisions, purchase orders on three occasions will disqualify the firm to participate in the Tender for a period of 3 (three) years and its security deposit will be forfeited and no further purchase order will be given to that firm for that item.

12. **Other Terms & Condition:**

The validity of Rate Contract will be **Two Years** from the date of finalization of the contract, but in case of exigencies, period can be extended further by mutual consent of both parties up to a maximum of 06 months during which new RC would be done and in case the RC is finalized within 06 months extension period, the new RC would over-ride the extended RC which would lapse. **The other terms & conditions will be applicable as per NIT.**

13. **INSPECTION:-** The department or its representatives shall have the right to inspect the stores to confirm their conformity to the contract. The inspections may be carried out

at the premises of the supplier, at point of delivery and/or at the goods final destination. The inspection charges will be borne by the supplier.


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.

14. The supplied of store should be from fresh stock. The shelf life of the Sanitary Napkins should not be earlier than one year from the date of supply to the department.
15. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination.
16. The Department of School Education, Haryana or their representatives shall have the right to take necessary measures, including inspection, sampling & laboratory testing of the Sanitary Napkins, to ensure its quality and conformity to the contract. The inspections/ sampling may be carried out on the premises of the supplier or at point of delivery of the goods. When conducted on the premises of the supplier, all reasonable facilities and assistance, including access to production data, shall be furnished to the inspectors at the expenses of the supplier.
17. The reports of such inspection/quality testing issued by the Govt./ Govt. approved Laboratory, for the sanitary napkins supplied to this department shall be acceptable and applicable as per the provisions of the contract. In case, the supplied material is found defective/substandard/not satisfactory, the whole defective lot/pack of supply will be rejected and the firm will be liable to replace the entire rejected quantity or make full payment of the rejected lot/pack irrespective of the fact that a part or whole of the rejected stores may have been consumed. All rejected stores in any such event will be at the risk of the firm immediately after such rejection.
18. In case, the random samples of batches not supplied to this department, fail the quality tests, the department will have the right to suspend the rate contract until the fresh batches manufactured by the firm pass the quality test. During the period of

suspension, the department may buy the sanitary napkins from open market at the risk and cost of the firm.

19. Within 24 hours of dispatch, the supplier shall notify the department and the consignees, the full details of dispatch and also shall supply following documents:
 - a. Four copies of invoice showing goods description, quantity, unit price and total amount;
 - b. Acknowledgement for receipt of goods from the consignee(s);
 - c. Copy of pre-dispatch inspection certificate of each batch, issued by the representatives of the department or Government of India;
 - d. In-house Quality Control report of each batch;
 - e. Any other document specified by the department.
20. The store supplied shall strictly conform to the labelling provisions laid down in the DNIT. All labels on cartons, boxes, etc. should be emboldened/ imprinted/ stamped in capital and bold letters "HARYANA GOVERNMENT SUPPLY, NOT FOR SALE" or "“हरियाणा सरकार आपूर्ति, बिक्री के लिए नहीं”". M.R.P. should not be printed.
21. Loose supplies/damaged packing/tempered or damaged labelled 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.
22. The department may at any time, by a written order given to the supplier, make changes within the general scope of the contract in any one or more of the following:
 - a. Specifications, when such recommendations are made by State Govt. or Govt. of India or any such agency authorized by State Govt. or Govt. of India, to do so;
 - b. The method and/or material of packing;
 - c. The place of delivery.

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


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