Regd. From

SUPPLY ORDER

The Director General, Supplies & Disposals, Haryana, S.C.O-09, (1st & 2nd Floor), Sector-16, Panchkula

Telephone no. 0172-2570121, 2570124, E-mail: supplies@hry.nic.in

To

M/s SML ISUZU LTD. SCO 204-205, Sector-34, Chandigarh E-mail:ankur.mktg@smlisuzu.com

Memo No. 80/HR/E-3/2022-2023/ Dated Panchkula the:-

Subject:

Supply of 34 Nos. Mini Bus 32 seaters, Minimum 95 HP, BS-VI OBD-II, alongwith standard accessories required by Police Department, Haryana.

Dear Sir,

With reference to your bid id no. 793224, the decision of High Powered Purchase Committee meeting dated 31.03.2023 & this office acceptance letter no. 316-317 dated 13.04.2023, on the subject noted above.

Please supply the vehicle within 60 days from the date of issue of supply order to the consignee as given below:-

The vehicle may please be sent directly to the Director General of Police, Haryana Sector-6, Panchkula. For payment and the bill of the cost of store in triplicate be given directly to the Director General of Police, Haryana Sector-6, Panchkula under advice to this office.

| Sr. No. | Description of Store | Qty. (in nos.) | Rates in Rs. per Bus, Inclusive of all duties/ taxes/ Cess & GST @ 28% & freight charges etc. |
|------------|--|-------------------|---|
| 1. | Mini Bus, Minimum 32 seater, Minimum 95 HP, with standard accessories, BS-VI OBD-II. | 34 | 19,89,000/- |

TERMS & CONDITIONS:-

- 1. Place of delivery:- Anywhere in Haryana.
- 2. **F.O.R.**:- The above rates are FOR destination basis at supplier's risk.
- 3. **GST**:- Inclusive in above rates.
- 4. Freight Charges: Inclusive.
- 5. <u>Delivery Period</u>:- 60 days from the date of placement of Supply Order.

6. Payment: 100% payment shall be made within 30 days against physical delivery of satisfactory inspected /accepted vehicles. The Indenting Department would have option to release payments in RTGS/Electronics mode also.

Delay in payments to the suppliers beyond the stipulated credit period inducted 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.

- 7. <u>Warranty</u>:- The vehicles shall be warranted for minimum a period of one year from the date of supply of duly fabricated vehicles to the consignee for the any manufacturing defects. During this period, if any defect is found / noticed in the vehicles, the same will be repaired or replaced free of charge. The performance security would be released after satisfactory completion of the warranty period.
- 8. <u>Free Service</u>: 3 nos. labour free services
- 9. <u>Inspection</u>:- The inspection will be carried out at the premises of firm, by the representative of the Indenting Department or any agency authorized by the deptt. before taking delivery of vehicles as per specifications.

In case, the vehicle offered for inspection by the firm fails to meet the specifications stipulated in NIT/Order 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 vehicle 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 vehicle offered fails during the 3rd 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.

- 10. <u>PENALTY CLAUSE</u>:- 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".
- 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 State Govt./Central Govt./Institutions/ undertaking/ GeM 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 GeM, 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. Full benefit due to reduction in GeM rate contract or Net Dealer Price during the period of rate contract/ supply will be passed on to the consignee in addition.

Enclosed One copy of schedule "B" i.e. conditions of contract applicable is sent herewith duly signa on behalf of Governor of Harvana.

- 12. Failure to effect supply within stipulated period or repeatedly offering supply liable for rejection may render to penal action as per rules.
- 13. In case of non supply or any breach of this contract, penal action would be taken.

Other terms & conditions will be as per NIT (Schedule-A/Schedule-B) attached.

Encls:- a/a

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

Endst. No. 80/HR/E-3/2022-2023/

Dated

A copy is forwarded to the Director General of Police, Haryana Panchkula w.r.to their indent No. 12458 dated 27.11.2022, for information please.

He is requested to point out deficiency, if any, in a week time otherwise it will be presumed that the supply order is correct in all respects.

Payment may please made to the supplier strictly as per approved payment terms and the instruction appearing at the end may also be complied with.

Deputy Director

For Director General, Supplies & Disposals Haryana, Panchkula A copy is forwarded to the following for information and necessary action:-

- 1. The Principal Accountant General, Haryana, (Audit) Sector-33, Chandigarh.
- 2. The Deputy Excise & Taxation Commissioner, Chandigarh.
- Programmer O/o DGS&D, Haryana.
- 4. St. Section. O/o DGS&D, Haryana.

Deputy Director For Director General, Supplies & Disposals Haryana, Panchkula

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