

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

M/S Gupta Industrial Gases Pvt. Ltd.,
Plot No.151, Sector 27-28A, Delhi Road, Hissar-125044
E-Mail: mail@guptagas.com

Memo. No. 47/HR/RC/G-2/2022-2023/15123

Dated Panchkula, the:- 05.09.2023

Subject:- Two Years Rate Contract for the purchase of Liquid Nitrogen (LN2) required
by Haryana Livestock Development Board, Panchkula. (Sr.No.08)

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 04.09.2025. 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 GeM /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 GeM 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.


Deputy Director
Supplies & Disposals Department,
For & on behalf of Governor of Haryana

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 Managing Director, Haryana Livestock Development Board, Pashudhan Bhawan, Bays No.9-12, Sec.-2, Panchkula Email:- hldb-hry@nic.in.

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 —

Deputy Director

For Director General, Supplies & Disposals Haryana

Endst. No. 47/HR/RC/G-2/2022-2023/15125

Dated 05.09.2023

A copy is forwarded to the Excise & Taxation Officer, Hissar, Haryana for information and necessary action.

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

— Sd —

Deputy Director

For Director General, Supplies & Disposals Haryana

Endst. No. 47/HR/RC/G-2/2022-2023/15126-15132

Dated 05.09.2023

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 —

For Director General, Supplies & Disposals Haryana

SCHEDULE - "A"

Accepted rates of M/s Gupta Industrial Gases Pvt. Ltd., Plot No.151, Sector 27-28A, Delhi Road, Hissar-125044 E-Mail: mail@guptagas.com

Offer No.NIL dated 15.02.2023, your letter No. NIL dated 09.08.2023, this office acceptance letter No.14962 dated 24.08.2023 and your letter No. GIGL/23-24/OFC/072 dated 31.08.2023.

Name of the Items: Liquid Nitrogen(LN2)			
Liquid Nitrogen 99.5% purity free from impurities of other gases Organic and inorganic matters: Rates are including all taxes, duties & other charges and inclusive of everything F.O.R Destination.			
Sr. No.	Item Description	Total (Maximum) Quantity in Litre for Two Years RC basis	DHPPC Approved rates (In Rs.)
1.	(i) With & without pressure filling at Semen Banks anywhere in Haryana (i.e. F.O.R. rates)	19,20,000 Ltrs. (The supply has to be maintained at 70,000 to 80,000 Ltrs. approx. per month)	Rs.10.60 Per Ltrs.
	(ii) Without pressure filling (Ex-factory rate)		Rs.7.88 Per Ltrs.

(THE TERMS & CONDITIONS GIVEN IN ANNEXURE-I)


Deputy Director
Supplies & Disposals Department,
For & on behalf of Governor of Haryana

A. DETAILED SPECIFICATIONS

Sr. No.	Parameter
1.	Liquid Nitrogen 99.5% purity free from impurities of other Gases Organic and Inorganic matters: (i) With & without pressure filling at Semen Banks anywhere in Haryana (ii) Without pressure filling Ex-Factory

B. TERMS & CONDITIONS:

1. **Delivery Period:-** Immediate but not later than 72 hours after placing order by any Indenting Officer (Semen Bank Officer).
2. The total requirement of LN2 in Haryana Livestock Development Board is approximately **70,000 to 80,000 Litres Per Month**. However, the quantity of LN2 may be increased or decreased as per actual requirement.
3. Volume of LN2 in litres will be measured by taking into account of capacity of containers filled.
4. Pouring into wet jars will be responsibility of the Indenting firm. The supplying vehicle should have provision for filling LN2 with & without pressure filling.
5. The rate will be F.O.R. and Ex-Factory per litres of LN2 as tabulated above.
6. The pouring of the LN2 from the tanker/tank will be done by the indenting firm.
7. The evaporation losses @ 6% will be borne by the firm in both cases i.e. F.O.R or ex-factory delivery.
8. The rates would be valid for entire period of the Rate Contract i.e. Two Year. However, the Managing Director ,HLDB reserves the right to make a parallel Rate Contract with other firm and discontinue the agreement before the stipulated period on valid grounds or extend the period of the contract for one year with mutual consent.
9. Any dispute in regards to the tender or agreement, Managing Director, HLDB will be final authority to resolve the dispute. MD, HLDB has the right to out rightly reject/ scrap/ cancel the tender / agreement without giving any reason for it.
10. For supply of LN2: - F.O.R Single order would be of minimum of 1500 liter per trip. Only slow filling of LN2 will be allowed into the silo.

11. Filling of Liquid Nitrogen into the silo from the tanker will be done only upto the maximum mark displayed in silo gauge (Bar) e.g. if the display of the silo gauge is upto 2500 mark then LN2 will be filled only upto 2500 mark. Any excess filling above this mark will be borne by the supplying firm.
12. In case the firm fails to supply LN2 within 72 hours of placing the orders, the firm will pay penalty charges of Rs. 4000/- per day for the number of the days of delay of supply. After a period of 4 days delay, the Board will be free to go for risk purchase of LN2 for which the difference of rates will be charged from the firm in addition to the clause of penalty.
13. The order of purchase of LN2 will be treated as delivered if placed through e-mail/fax/Phone as the case may be by indenting officer (SBO). The e-mail/fax addresses provided by the firm at the time of tendering will be treated as valid till the firm assures the modification regarding change if any has been brought to the notice of different offices/consignees of HLDB.
14. The indenting officer or representative of the Managing Director, HLDB may inspect the quality of LN2 either at the consignee's site or at the premises of the bidder. If the quality of the LN2 is not found as per specifications given in the DNIT, the firm would be liable for penalty as per the NIT and the quantity of gas offered will be rejected.
15. **PAYMENT TERMS:-** 100% payment will be made within 30 days against physical delivery of inspected/accepted goods duly supported with satisfactory inspection note and lab report after receipt of correct goods at Consignee's site & receipt of duly verified bills from the respective Consignees. 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.

Note:-Your firm shall have to execute a Contract Agreement with the Authorized Officer of the board on a Non-Judicial Stamp Paper worth Rs. 500/- .The term of contract shall be two years from the date of issuance/ signing (subject to the approval of scheme by the Govt.)

16. **INSPECTION:-**

Penalty clause for rejected samples/ material offered by the Bidder: 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 security, risk purchase, debarring/ blacklisting in future, and no further opportunity for inspection would be provided to the supplier firm.

17. **Penalty to firm on Delay in delivery:** If 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".


18. **Arbitration Clause**

The Arbitration if any will be decided as per the provision contained at Sr. No.18 of "Schedule 'B' Conditions of Contract"

19. **Jurisdiction**

All disputes will be settled within the jurisdiction of the Head Quarters of Director General, Supplies & Disposals, Haryana at Panchkula.

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


Deputy Director
Supplies & Disposals Department,
For & on behalf of Governor of Haryana
