

REGD.

From:

Rate Contract

To

The Director General, Supplies & Disposals,
Haryana, SCO No.09 (1st & 2nd Floor),
Sector-16, Panchkula E-mail: supplies@hry.nic.in

M/s Sterling Enterprises.
Plot No. 921, Phase-2, Ramdarbar, Chandigarh-160002.
Email:- sterling.chd@gmail.com

Memo. No.192/HR/RC/TLA-1/2023-2024/
Dated Panchkula, the:-

Subject:- Annual Rate Contract for the procurement of various type of Election Material required by the Chief Electoral Officer, Haryana (Sr. No.19).

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 , as per the terms & conditions given in the Schedule "A" and "B".

2. I enclose herewith an agreement form in duplicate with request that the agreement may be executed on a non-judicial stamp paper of Rs.15/- duly signed and return the same to this office within 10 days from the date of issue of this detailed rate contract. 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 27.02.2025. The 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 State Govt./Central Govt./GeM Portal / 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 other State Govt. Central Govt. GeM Portal, 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,
For & On behalf of Governor of Haryana
Dated

Endst. No.

A copy of Schedule-'A' showing the prices accepted along with conditions of supply and Schedule-"B" i.e. conditions of contract applications are forwarded to the Chief Electoral officer 3rd Floor, 30 Bays Building, Sector-17-B, Haryana, Chandigarh for information and necessary action.

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 whatsoever 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 as well muster pattern sample.
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, Supplies & Disposals,
For Director General, Supplies & Disposals, Haryana
Dated

Endst. No.

A copy is forwarded to the Excise & Taxation Commissioner (U.T.), Chandigarh for information and necessary action:-

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

- sd -
Deputy Director, Supplies & Disposals,
For Director General, Supplies & Disposals, Haryana
Dated 28/2/24

Endst. No.

22967

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

1. The Accountant General (Audit), Haryana, Sector-33, Chandigarh.
2. St. Section O/o DGS&D, Haryana.
3. Programmer O/o DS&D, Haryana.
4. Departmental Processing Charges Branch O/o DS&D, Haryana.

4 -
Deputy Director, Supplies & Disposals,
For Director General, Supplies & Disposals, Haryana

SCHEDULE - "A"

Accepted rates of M/s. Sterling Enterprises, Plot No. 921, Phase-2, Ramdarbar, Chandigarh-160002. E-mail:- sterling.chd@gmail.com Offer No.NIL dated 15.01.2024 and your letter dated 19.02.2024, this office acceptance letter No. 22011 dated 20.02.2024 & your letter No. Nil dated 27.02.2024.

1. DESCRIPTION OF STORES:-

| Sr. No. | Sr. No. of NIT | Name of item | Detailed Specifications | Quantity | Rates in Rs. Per No. incl. of GST @18%, freight charges & all other type of Taxes/duties |
|---------|----------------|--|--|---------------|--|
| 1 | 1 | Candle Stick | 9" length with stand min. 50 grams weight each candle made from 100% pure paraffin wax. | 1,10,000 Nos. | Rs.15.00 |
| 2 | 2 | Match Box | Each Match Box to contain 40 sticks of minimum 45mm length each (To be supplied in water/moisture proof cardboard boxes) | 30,000 Nos. | Rs.1.50 |
| 3 | 4 | Blade | Blade must be stainless & of minimum size 21mm x 42mm. (To be supplied in water proof packing containing 5 blades each) | 30,000 Nos. | Rs.1.00 |
| 4 | 5 | Cello Tape (transparent adhesive tape) | Each tape must be minimum 1" wide & Roll of 50 meters length. (To be supplied in packing containing 10 Rolls each) | 30,000 Nos. | Rs.22.00 |
| 5 | 6 | Rubber Bands | Un-stretched size 3" minimum. Rubber Bands must be superior elasticity. (To be supplied in single packing of 10 small packets-each packet containing 100 Rubber Bands) | 5,40,000 Nos. | Rs.0.30 |
| 6 | 7 | Thin Twin Thread | Thread must be strong enough & duly waxed. Each Reel weighing minimum 85 gms with spindle/core. Length in each reel = 20 mtr. (To be supplied in cardboard boxes containing 10 Reels each) | 27,000 Nos. | Rs.22.00 |
| 7 | 8 | Carry Bag (cloth), length 18", width 5" & height 15" | length 18", width 5" & height 15" Waterproof and durable made by Tarpaulin of good quality.(Handle size, colour and size of the Bag must be as per sample) | 30,000 Nos. | Rs.99.00 |
| 8 | 9 | Plastic transparent box (Length 12", Width 8", height 3) | (Length 12", Width 8", height 3) Transparent good quality plastic | 30,000 Nos. | Rs.98.00 |
| 9 | 10 | Plastic Cup for holding the Indelible Ink Bottle. | (Height-2") (inch) (Width-1.6") (inch) | 30,000 Nos. | Rs.0.90 |
| 10 | 11 | Self Sealing Zip Lock | 4"x 3" Inches transparent self sealing Zip Lock Plastic Pouches. | 90,000 Nos. | Rs.0.40 |

| | | | | |
|--|-----------------|--|--|--|
| | Plastic Pouches | | | |
|--|-----------------|--|--|--|

(Details of specifications as per DNIT and samples submitted by you and approved by the Technical Committee).

2. **TERMS AND CONDITIONS:-**

1. **F.O.R.:-** The above rates are FOR destination i.e. Election Tehsildar, Incharge Election Store, Ambala City at supplier's risk.

2. **GST:-** Inclusive in above rates.

3. **FREIGHT CHARGES:-** Inclusive in above rates.

4. **DELIVERY PERIOD:-** Within 15 days from the date of issue of supply order.

5. **PAYMENT TERMS:-** 100% payment will be made from the Head Office against physical delivery of accepted/inspected stores duly supported with satisfactory inspection note and after receipt of correct goods at Consignee's site. **The Indenting Department would have 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.) **Penalty clause on delay in delivery:-** In case the supplier firm failed 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".

(7.) **INSPECTION:-** The Inspection of the material will be carried out by the committee constituted by Indenting Department or their authorized representatives at the premises of the supplier before dispatch.

The material will be inspected at the time of delivery . If the same is not found as per specification and samples, the delivery will not be accepted and the material shall be procured at the risk and cost of the firm.

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.

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



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

Encls: a/a.