

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 New Bharat Engg. (SWM) Pvt. Ltd.,  
91, Bank Colony, Near Shakti Rice Mill, Amin Road, Kurukshetra-136118  
e-mail: [nbew\\_kkr@yahoo.co.in](mailto:nbew_kkr@yahoo.co.in)

Memo. No. 83/HR/RC/E-2/2023-24/  
Dated Panchkula the

**Subject:- Annual rate contract of High Pressure Jetting Hydraulically Operated Sewer Cleaning Machines (2000 ltrs. Capacity) required by Public Health Engg. Deptt., Haryana ( Sr.No.13).**

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With reference to your offer no. NB/DSD-TENDER/2023-24/01 dated 24.05.2023 opened on 08.06.2023 and this office acceptance letter No. 17512 & dated 03.11.2023, 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 13-03-2025 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.

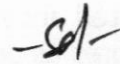
8. Failure to execute Agreement/ effect supplies within the stipulated period, repeatedly offering supplies liable to rejection or without prior inspection may render your earnest money/security liable to forfeiture, debarring of your firm in addition to other remedies as available under the terms of 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. **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 GeM/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/successful tenderer 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, the tenderer/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 GeM/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.

11. All disputes will be settled within the jurisdiction of Headquarter of the Directorate of Supplies & Disposals, Haryana, Panchkula.

Please acknowledge the receipt of this letter.

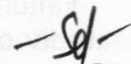


Deputy Director,  
Supplies & Disposals, Haryana  
For & on behalf of Governor of Haryana  
Dated:

Endst. No. 83/HR/RC/E-2/2023-24/

A copy is forwarded to the Engineer-in-Chief, Public Health Engineering Deptt. Haryana, Bay No.13-18, Sector-4, Panchkula for information and necessary action please:-

1. He may place supply order directly with the approved Contractor under intimation to this office.
2. Maximum quantity to be ordered against the rate contract is 21 nos. and minimum quantity is 14 nos. Accordingly, Public Health Engg. Deptt. will act as Nodal Office against the rate contract so as to monitor the quantity to be purchased against the rate contract.
3. The inspection shall be arranged by the indenting officer/consignees or their authorized representatives at 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. After expiry of the rate contract/ delivery period, the satisfactory performance of the machines during the warranty period of 03 years, the Indenting Deptt. is required to confirm to this office within two months as to whether the firm has supplied the Machines as per the specifications, terms & conditions of the rate contract & nothing is remaining to be recovered from the firm so that the security of the firm may be released.



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