

RATE CONTRACT

Phone Nos. 2570121, 2570123, 2570124
Tel. Fax No. 0172-2570122

REGD.
From:

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

1. M/S Ayurved Limited,
4th Floor, Sagar Plaza Laxmi Nagar
Dist. Centre, Vikas Marg, Delhi Pin-110092
E-Mail: inst.info@ayurved.com
2. M/S Himalaya Wellness Company
Makali, Tumkur Road, Bangaluru-562162 India
E-Mail ID: padmaja@himalayawellness.com
3. M/S Indian Herbs Specialities Pvt. Ltd.,
Post Box No 5 Sharda Nagar, Saharanpur-247001 (UP)
E-Mail ID: marketing@indianherbs.org

Memo. No. 51/HR/RC/G-2/2023-24//4912-4914
Dated Panchkula, the:- 30.07.2024

Subject:- Rate Contract for the purchase of Generic Ayurvedic Veterinary Medicines
on Two Years Rate Contract basis (Sr. No.09).

With reference to your offer No. & Date, your letter No. & date, this office acceptance letter No. & Date and your letter No. and Date 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 29.07.2026. 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 as per the discretion of Indenting Department.

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 General, 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.

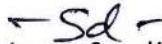
9. All cases, where payments are not made within time, should be referred to this office for taking necessary action against the defaulters.

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 store shall not exceed in any way the lowest price at which you quote/supply the store of identical description of store to GeM/ State Govt./Central Govt./Institutions/ undertaking/any other person during the delivery period/currency period of the contract. 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.


Executive Engineer, Supplies & Disposals,
For & on behalf of Governor of Haryana

Endst. No. 51/HR/RC/G-2/2023-24/4915

Dated: 30.07.2024

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 the Director General, Animal Husbandry & Dairying Department, Haryana, Sector-2, 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.
- 5.



Executive Engineer

For Director General, Supplies & Disposals, Haryana

Endst. No. 51/HR/RC/G-2/2023-24/4916-4918

Dated: 30.07.2024

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

1. The Excise & Taxation Officer, Delhi
2. The Excise & Taxation Officer, Saharanpur(UP)
3. The Excise & Taxation Officer, Bangalore

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



Executive Engineer,

For Director General, Supplies & Disposals, Haryana

Endst. No. 51/HR/RC/G-2/2023-24/4919-4924

Dated : 30.07.2024

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.



Executive Engineer,

For Director General, Supplies & Disposals, Haryana

SCHEDULE - "A"

Accepted rates of M/S Ayurved Limited, 4th Floor, Sagar Plaza Laxmi Nagar Dist. Centre, Vikas Marg, Delhi Pin-110092 E-Mail: inst.info@ayurved.com
Offer No. Nill dated 17.01.2024, your letter No. NIL dated 25.06.2024 and this office acceptance letter No.3745 dated 09.07.2024 and your letter No. Nil dated 09.07.2024, received in this office on dated 22.07.2024.

Rates in Rs. per pack, inclusive of GST @ 12%/ Duties, Delivery period, payment FOR as per NIT.

(Compositions as per I.P./I.P. Vet/B.P. Vet/B Vet C/USP Pharmacopoeia Standards)

Sr. No.	NIT Sr. No.	Name of Medicines	Composition	Brand name	Pack Size	Qty. in Nos.	Gross Rates per pack in Rupees inclusive of 12% GST & all other type of Taxes/duties
1	12	Herbal ecbolec Bolus	Vasa, Karpasa, Langali, Candarasura, Citraka, Harmal	Exapar Bolus	1x6 bolistrip	5,00,000	16.50

Important Notes:

1. The quoted medicines should be of I.P/ I.P. Vet/ B.P/ B.P. Vet/ B. Vet C/ USP Pharmacopoeia standards.
2. All injectable medicines that are in powder form and need to be dissolved before administration should be supplied with suitable diluent / solvent / distilled water for injection.

(THE TERMS & CONDITIONS GIVEN IN ANNEXURE-I).



Executive Engineer,
Supplies & Disposals Department,
For & on behalf of Governor of Haryana

SCHEDULE -"A"

Accepted rates of M/s Himalaya Wellness Company, Makali, Tumkur Road, Bangaluru-562162
India E-Mail ID: padmaja@himalayawellness.com
Offer No. Nill dated 23.01.2024, your letter No. NIL dated 25.06.2024 and this office
acceptance letter No.3751 dated 09.07.2024 and your letter No. Nil dated 15.07.2024,
received in this office on dated 22.07.2024.

Rates in Rs. per pack, inclusive of GST @ 12%/ Duties, Delivery period, payment FOR as per NIT. (Compositions as per I.P./I.P. Vet/B.P. Vet/B Vet C/USP Pharmacopoeia Standards)							
Sr. No.	NIT Sr. No.	Name of Medicines	Composition	Brand name	Pack Size	Qty. in Nos.	Gross Rates per pack in Rupees inclusive of 12% GST & all other type of Taxes/duties
1	5	Herbal Appetonic Bolus (1x4 bolistrip)	Alliumsativum (Lasuna), Zinziber officinale(Ginger/Sunthi),Trachyspermu mammi	Appetonic Vet Bolus	(1x4 bolistri p)	5,00,000	10.90
2	8	Herbal Anti inflammatory cream	Jatamansi,Pushkara, Jyotishamti,Nirgundi ,Tulasi,Yavani,Akara karabha,Alarka,Datura,Rasana,Laksha,Maricha,Devadru,Daruh aridara,Eranda, Manjishtha, Chitraka, Karavira, dashmoola	Inflamin Vet Cream	50 gm	5,00,000	24.50
3	10	Herbal anti diarrhoeal Bolus	Bolus- Powder- Holarrhena antidystrica, Acacia catechu, Aeglemarmelos	Diarex Vet Bolus 4's	1x6boli	20,00,000	30.00

Important Notes:

1. The quoted medicines should be of I.P/ I.P. Vet/ B.P/ B.P. Vet/ B. Vet C/ USP Pharmacopoeia standards.
2. All injectable medicines that are in powder form and need to be dissolved before administration should be supplied with suitable diluent / solvent / distilled water for injection.

(THE TERMS & CONDITIONS GIVEN IN ANNEXURE-I).



Executive Engineer
Supplies & Disposals Department,
For & on behalf of Governor of Haryana

SCHEDULE - "A"

Accepted rates of M/s. Indian Herbs Specialities Pvt. Ltd., Post Box No 5 Sharda Nagar, Saharanpur-247001 (UP), E-Mail ID: marketing@indianherbs.org Offer No. Nill dated 20.01.2024, your letter No. NIL dated 25.06.2024 and this office acceptance letter No.3747 dated 09.07.2024 and your letter Ref. No. 2024-25/251 dated 16.07.2024, received in this office on dated 18.07.2024.

Rates in Rs. per pack, inclusive of GST @ 12%/ Duties, Delivery period, payment FOR as per NIT. (Compositions as per I.P./I.P. Vet/B.P. Vet/B Vet C/USP Pharmacopoeia Standards)							
Sr. No.	NIT Sr. No.	Name of Medicines	Composition	Brand name	Pack Size	Qty. in Nos.	Gross Rates per pack in Rupees inclusive of 12% GST & all other type of Taxes/duties
1	1	Herbal antiseptic spray (100ml can)	Sarala/ Pinus longifolia Exudate, Tailaparna/ Eucalyptus globulus leaf	Skinheal Spray	100 ml can	5,00,000	67.75
2	2	Herbal antiseptic Cream/ointment (50gm)	Eucalyptus globules (Tailapatra), Azadirachta indica (Nimba), Andropogon citratus	Himax Ointment	50 gm	5,00,000	28.90
3	4	Herbal appetite stimulant (10gm sachet)	Alliumsativum (Lasuna), Phyllanthus emblica (Amla), Zinziber officinale(Ginger/Sunthi)	HB Strong Powder	10 gm Pkt.	50,00,000	5.70
4	7	Herbal galactogogue	Asparagus racemosus (Shatavari)	Galog Strong Bolus	1x4 bolistrip	20,00,000	12.28
5	9	Herbal anti inflammatory cream for mastitis	Cedrus deodara, Curcuma longa, Glycyrrhiza glabra and Eucalyptus globulus	Mammi flam cream	50 gm	5,00,000	23.54
6	11	Antibloat liquid Herbal	Pudine/Mentha Viridis aerial part-80.00g, Hingu Ferula Foetide Alea gum Resin-0.60g/ 100ml	D-Bloat Liquid	100 ml	10,00,000	22.40
7	13	Herbal ecobolic liquid	Plumbago zeylanica (Chitrak), Gloriosa superb tuber (Langali), Lepidium	Utrifit Lequid	500 ML	5,00,000	60.00

Important Notes:

1. The quoted medicines should be of I.P/ I.P. Vet/ B.P/ B.P. Vet/ B. Vet C/ USP Pharmacopoeia standards.
2. All injectable medicines that are in powder form and need to be dissolved before administration should be supplied with suitable diluent / solvent / distilled water for injection.

(THE TERMS & CONDITIONS GIVEN IN ANNEXURE-1).



Executive Engineer
Supplies & Disposals Department,
For & on behalf of Governor of Haryana

TERMS AND CONDITIONS:-

1. **F.O.R.:-** The above rates are F.O.R. destination basis upto designated division level Government Veterinary Hospitals i.e. Ambala City, Gurugram, Hissar, Rohtak, Karnal and Faridabad and shall include all expenses including packing, transportation, handling etc.
2. **GST:-** Inclusive in above rates.
3. **DELIVERY PERIOD:-** Within -45 days from the date of issue of supply orders.
4. **PAYMENT TERMS:-** 100% payment will be made within 30 days after physical delivery, inspection and acceptance of stores duly supported with satisfactory inspection and laboratory reports and after 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.
5. **INSPECTION:-** The inspection would be carried out by the inspection committee formed by the Animal Husbandry & Dairying, Department, Haryana. 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.
6. **PRICE FALL CLAUSE:** The price charged for the store shall not exceed in any way the lowest price at which you quote/supply the store of identical description of store to GeM/ State Govt./Central Govt./Institutions/ undertaking/any other person during

the delivery period/currency period of the contract. 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.

7. **PENALTY TO FIRM ON DELAY IN DELIVERY:** 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".
8. The stores should be from fresh stock. The date of manufacturing of the stores shall not be older than 6 months on the day of supply. Similarly, the expiry date of the stores should not be less than one year on the day of supply of stores to the department.
9. The department or its representatives shall have the right to inspect the tendering firm including all its manufacturing and packing facilities to assess the capacity, eligibility, and quality standards etc. of the firm. All reasonable facilities and assistance, including access to relevant records and production data, shall be furnished to inspectors at no charge.
10. The supplies shall be accompanied with in-house test reports of each batch including certificate of Analysis, Material Safety data and report for the presence of major action ingredients.
11. After receipt of stores, random samples will be drawn for quality testing. These samples will be got tested from any Government/ Government Approved/ NABL accredited laboratory at the discretion of the department for presence/quantification of major active ingredients. The cost of such testing shall be borne by the firm. The store shall be accepted only after receipt of satisfactory test report from the laboratory.

12. During the shelf life, the supplied material may be subjected to further testing at any point of time at the cost of the department.
13. In case, the material is found defective/substandard, the whole lot/ batch of supply will be rejected and the firm will be liable to replace the entire quantity or make full payment of the entire rejected stores irrespective of the fact that a part or whole of the supplied stores may have been consumed. All rejected stores in any such event will be at the risk of the firm immediately after such rejection.
14. In case the firm fails to supply the ordered stores, partially or fully, what so ever the reason be, the department shall be at liberty to procure the same at the risk and expenses of the firm. The firm will have to bear all such extra charges and expenses as may be incurred or sustained by the department in procuring and testing the same.
15. The stores supplied shall strictly conform to the labelling provisions laid down under Drug and Cosmetics Rules, 1945 and relevant BIS standards. All labels should be emboldened/imprinted/stamped in bold letters "हरियाणा सरकार आपूर्ति, बिक्री के लिए नहीं" M.R.P. should not be printed.
16. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination. 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.

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


Executive Engineer, Supplies & Disposals
For & on behalf of Governor of Haryana