REGD. POST

From

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 Mahindra Defence Systems Limited,

49th Milestone, Delhi Mathura Road, Village Prithla, Palwal-121102 (Haryana)

Email:- defencesystems@mahindra.com, JHA.RABINDRA@mahindra.com

Memo No. 99/HR/E-3/2023-24/ Dated Panchkula, the:-

Subject:-

Supply of 03 Nos. Light Bullet Proof Vehicles (Mahindra Rakshak Plus 1.4) required by the Police Department, Haryana.

With reference to your Performa Invoice dated 02.09.2023 & e-mail dated 02.04.2024, as per the decision of DHPPC meeting dated 25.06.2024 & your e-mail dated 25.06.2024. This office Acceptance letter no. 3987 dated 10.07.2024 and your letter dated 26.07.2024 on the subject noted above.

Please supply the vehicle within 120 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. I have to inform you that your offer has been accepted as per terms and conditions given below.

Sr. No.	Description of Store	Qty. (In Nos.)	Rates in Rs. per vehicle Inclusive of all duties/taxes & GST @ 12% /Cess & freight charges & FOR Destination etc.	
1.	Mahindra Rakshak Plus 1.4 (Emission Norms BS-III) for protection against 7.62x51mm (SLR) and 7.62x39mm (AK 47) ammunition on the windscreen, sides, front and rear at 90 degree angle of attack at 10 m and on the roof at 45 degree angle of attack at 10 m and underbelly protection (ballistic carpet) against 02 Nos HE 36 intensity hand grenade blast. Tyres would be tubeless	03	Rs. 64,00,000/-	

	h RFS (50 Kms) Qty. 04. The Vehicle shall be		
provided	with the following:		
1.	Armoured Steel		
2.	BR Glass		
3.	Tyres would be tubeless tyres with RFS		
4.	Fire supression material in fuel Tank.		
5.	Firing Ports		
6.	Roof Hatch		

TERMS & CONDITIONS:-

- 1. Place of delivery:- Any district 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 in above rates.
- 5. <u>Delivery Period</u>: 120 days from the date of receipt of Supply order.
- 6. <u>Payment</u>:- The firm has mentioned that these vehicles are manufactured against order only so 100% advance payment is mandatory in order to make the delivery of the vehicles within 120 days.
- 7. <u>Warranty</u>:- Warranty of vehicle will be of 1 year or 20,000 Kms whichever is earlier.
- 8. Free Service: Minimum three (Labour Charges only).
- 9. Billing:- Palwal (Haryana).
- 10. <u>Inspection</u>:- As per previous practice Inspection will be carried out at the premises of firm, by the representative of Police Department, Haryana or any agency authorized by the department before taking delivery of vehicle 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.

- 11. Other Terms & Conditions:- Any revision in prices due to variations in taxes are to Buyer's account. The prices at the time of delivery will be applicable.
- 12. PENALTY CLAUSE: - 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".
- 13. 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 14. herewith duly signd on behalf of Governor of Haryana.
 - 15. Failure to effect supply within stipulated period or repeatedly offering supply liable for rejection may render to penal action as per rules.

In case of non supply or any breach of this contract, penal action would be taken.

Other terms & conditions will be as per Quotation letter no. 14912 dated 22.08.2023 & Schedule-B (attached).

> Deputy Director, Supplies & Disposals, Haryana,

For & On behalf of Governor of Haryana

Encls: as above

Endst.No. 99/HR/E-3/2023-24/

Dated:

A copy of the above is forwarded to the Director General of Police, Haryana, Sector-6, Panchkula w.r.t. their indent No. 6061/P-1 dated 09.05.2023 & No. 7790/P-1 dated 20.06.2023, for information and necessary action 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

Endst. No. 99/HR/E-3/2023-2024/

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07/4

Dated

30/7/24

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

- The Principal Accountant General, Haryana, (Audit) Sector-33, Chandigarh.
- 2.

 The Deputy Excise & Taxation Commissioner, Palwal-121102 (Haryana)
- 7. Programmer O/o DGS&D, Haryana.
- 4. St. Section. O/o DGS&D, Haryana.

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