

**REGD. POST****SUPPLY ORDER**

From

The Director General, Supplies & Disposals, Haryana,  
S.C.O-09, (1<sup>st</sup> & 2<sup>nd</sup> Floor), Sector-16, Panchkula  
Telephone no. 0172-2570121, 2570124, E-mail: supplies@hry.nic.in

To

**M/s Mahindra & Mahindra Ltd.**  
Gateway Building Apollo Bunder Mumbai 400001  
E-mail: [kumar.ashish4@mahindra.com](mailto:kumar.ashish4@mahindra.com) , [sharma.basant@mahindra.com](mailto:sharma.basant@mahindra.com)

Memo No. 98/HR/E-3/2023-24/  
Dated Panchkula, the :-

**Subject:- Supply of 14 Nos. Trucks, Engine Capacity minimum 3300cc, Engine BHP minimum 120HP, BS-VI with standard accessories required by the Director General of Police, Haryana.**

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With reference to your tender bid id no. 939066, as per the decision of DHPPC meeting dated 25.06.2024 & your e-mail dated 26.06.2024. This office Acceptance letter no. 3989 dated 10.07.2024 on the subject noted above.

Please supply the vehicle within 60 days from the date of issue of supply order to the consignee.

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 @ 28% /Cess & freight charges & FOR Destination etc.
1.	Trucks, Engine Capacity minimum 3300cc, Engine BHP minimum 120HP, BS-VI Model:- Mahindra Furio 10 BS-VI 40 HSD	14	Rs. 16,00,000/-

**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. **Delivery Period** :- The firm is required to supply the vehicles within 60 days from the date of placement of Supply Order.
6. **Payment** :- 100% payment shall be made within 30 days against physical delivery of satisfactory inspected /accepted vehicles. The Indenting Department would have option to release payments in RTGS/Electronics mode also.

Delay in payments to the suppliers beyond the stipulated credit period inducted 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.

7. **Warranty** :- Minimum one year warranty for any manufacturing defects.
8. **Free Service** :- Minimum three.
9. **Colour** :- Port Blue Colour..
10. **Inspection** :- The inspection will be carried out at the premises of firm, by the representative of the Indenting Department or any agency authorized by the deptt. before taking delivery of vehicles 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. **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".
12. **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.

13. One copy of schedule "B" i.e. conditions of contract applicable is sent herewith duly signed & stamped on behalf of Governor of Haryana.
14. 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 NIT /Schedule-A & Schedule-B attached.

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


Endst.No. 98/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. 8412/P-1 dated 05.07.2023, 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. 98/HR/E-3/2023-2024/ 09/4.

Dated 30/7/24

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

1. The Principal Accountant General, Haryana, (Audit) Sector-33, Chandigarh.
2. The Excise & Taxation Commissioner, Mumbai-400001.
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4. St. Section. O/o DGS&D, Haryana.

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