

315  
52

**(Substituted bearing Same Number & date)**

**REGD.**

**RATE CONTRACT**

From

The Director General, Supplies & Disposals Haryana,  
SCO No. 9, (1<sup>st</sup> & 2<sup>nd</sup> Floors), Sector 16, Panchkula-134109 (Haryana).  
Telephone No. 0172- 2570121-124, Fax No. 0172-2570122.  
E mail: [supplies@hry.nic.in](mailto:supplies@hry.nic.in)

To

M/s Jai Balaji Industries Limited,  
5 Bentinck Street, Kolkata 700 001.  
E-mailID: [bivash@jaibalajigroup.com](mailto:bivash@jaibalajigroup.com), [salespromoter43@gmail.com](mailto:salespromoter43@gmail.com)  
[paruldev.sharma@jaibalajigroup.com](mailto:paruldev.sharma@jaibalajigroup.com)

Memo no. 99/HR/RC/E-2/2023-24/4746

Dated Panchkula the 24.07.2024

**Subject:- Annual rate contract for the purchase of ISI Marked Centrifugally Cast (Spun) Ductile Iron Pressure Pipes of sizes from 100mm to 1200mm of classes K-7 & K-9. ( Sr. No. 7)**

-X-X-X-X-X-X-X-X

Dear Sir(s),

With reference to your tender No & dated and this office acceptance letter no. & dated, your letter no. & dated mentioned in Schedule -'A' attached herewith, on the subject noted above, I have to inform you that your offer has been accepted for the supply of stores as per terms and conditions given in the 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 16.07.2025 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 stores must be supplied duly ISI Marked and of the 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 and /or their authorized representatives as per NIT/Contract at your premises before dispatch.

6. The supply must be completed within the stipulated delivery period failing which the Risk Purchase will be effected 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, Supplies & Disposals, Haryana reserves to himself the right to obtain the 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 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. Your attention is particular invited to the provision of Schedule-B regarding the compliance with requisition, preparation and submission of bills and quarterly submission of statement of supplies.
11. All disputes will be settled within the jurisdiction of Headquarter of the Directorate of Supplies & Disposals, Haryana, Panchkula.
12. **ISI Licence:-**It is also the responsibility of the contracting firm to intimate this Directorate in cases where ISI License has been expired or suspended or deferred for taking appropriate action, failing which action will be taken under the terms of contract against him.
13. If the validity period of the ISI License expires during the currency of the rate contract, it will be your responsibility to get the license renewed well in time. In case, the ISI Licence is not renewed, then the Indenting Officer will be well within their rights to reject the supplies and this office will be at liberty to terminate the rate contract subject to penal action under the terms of Contract against the Contractor.
14. GST on the ORDERED/CONTRACTED ITEM will be paid as applicable. In case the supplies are delayed by the firm beyond the stipulated delivery period & there has been any upward revision in the rates of taxes/duties on the contracted item, no such increase will be allowed but if there has been any reduction in taxes/duties, the same will be availed. No variation in taxes/duties on raw material will be applicable.
15. **PRICE FALL CLAUSE:-** The prices charged for the stores shall in any way exceed the lowest price at which you quote/supply the stores of identical description of stores to GeM/ State Govt. /Central Govt./ 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 reduces the rate, sale price of quoted stores to any person at the lower price than the price chargeable under this supply order/ rate 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 certificate on your bills that the rates