

Rate Contract

Phone Nos.2570121, 2570123, 2570124
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REGD.

From:

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

To

1. M/s HLL Lifecare Limited,
HLL Bhavan, Poojappura, Thiruvananthapuram-695012
Kerala State India.
E-mail: santhosh.dc@lifecarehll.com
2. M/s Nuvo Medsurg Pvt. Ltd.,
Plot No. 104, Sec.-16, HSIIDC,
Bahadurgarh-124507 Haryana
E-mail: nuvomedsurg2019@gmail.com

Memo. No. 56/HR/RC/G-2/2024-25/8702-8703
Dated Panchkula, the:- 18.09.2025

Subject:- Rate Contract for the purchase of Non-belted with Wings type
Sanitary Napkins on two year rate contract basis (Sr.No.13)

With reference to your Tender No. & dated and this office acceptance letter No & Dated and your letter No. 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 17.09.2027.** 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 confirm 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 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 shall 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 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 stores shall not exceed in any way the lowest price at which you quote/supply the stores of identical description of stores to DGS&D, New Delhi/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 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 DGS&D, 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.
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 Department
For & on behalf of Governor of Haryana

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 Director, School Education Department, Haryana, Shiksha Sadan, Sector 5, 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.



Executive Engineer

For Director General, Supplies & Disposals Haryana

Endst. No. 56/HR/RC/G-2/2024-25/8705-8706

Dated 18.09.2025

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

- (i) The Excise & Taxation Officer, Thiruvananthapuram (Kerala)
- (ii) The Excise & Taxation Officer, Bahadurgarh (Haryana)

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



Executive Engineer

For Director General, Supplies & Disposals Haryana

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.
7. Departmental Processing Charges branch O/o DGS&D, Haryana.



Executive Engineer
For Director General, Supplies & Disposals Haryana

SCHEDULE - "A"

Accepted rates of M/s HLL Lifecare Limited, HLL Bhavan, Poojappura, Thiruvananthapuram-695012, Kerala State India. E-mail: santhosh.dc@lifecarehll.com

Offer No.NIL dated 26.03.2025, your letter No. NIL dated 11.08.2025, this office acceptance letter No.8140 dated 04.09.2025 and your letter No. Nill dated 10.09.2025.

| Sr. No. | Name of the Items | Total (Maximum) Quantity in Unit Pack | Gross Rates per pack in Rupees inclusive of GST & all other type of Taxes/duties | Quantity Allotted |
|---------|--|---------------------------------------|--|--|
| 1 | 2 | 3 | 4 | 5 |
| 1 | Non-belted with wings type Sanitary Napkins. Unit Pack:- 1 Units of 10 Pads | 1,62,63,480 | Rs. 20.50/- | 75% quantity as mentioned in column-3 i.e.1,21,97,6 10 Unit Pack |

(DETAILED SPECIFICATIONS, 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 Nuvo Medsurg Pvt. Ltd., Plot No. 104, Sec.-16, HSIIDC,,
Bahadurgarh-124507 Haryana E-mail: nuvomedsurg2019@gmail.com

Offer No.NIL dated 18.03.2025 and your letter No. NIL dated 11.08.2025, this office
acceptance letter No.8138 dated 04.09.2021 and your letter No. Nill dated
15.09.2025.

| Sr. No. | Name of the Items. | Total (Maximum) Quantity in Unit Pack | Gross Rates per pack in Rupees inclusive of GST & all other type of Taxes/duties | Quantity Allotted |
|------------|--|--|---|---|
| 1 | 2 | 3 | 4 | 5 |
| 1 | Non-belted with wings type Sanitary Napkins. Unit Pack:- 1 Units of 10 Pads | 1,62,63,480 | Rs. 20.50/- | 25% quantity as mentioned in column-3 i.e.40,65,870 Unit Pack |

(DETAILED SPECIFICATIONS, TERMS & CONDITIONS GIVEN IN ANNEXURE-I).



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

A.

DETAILED SPECIFICATIONS:-

| Sr. No. | Technical Specification | Values for non-belt type wings model |
|--|--------------------------------|--|
| 1 | Overall length (mm) | 280 mm \pm 10 |
| 2 | Fluff core/ Pad Length (mm) | 260 mm \pm 10 |
| 3 | Overall width (mm) | Overall width with wings 160 mm \pm 5 (Wing area) |
| 4 | Fluff core/Pad width (mm) | 75 mm \pm 5 |
| 5 | Thickness of a single pad (mm) | 6-9 mm |
| 6 | Weight of a single pad | 7-10 gm |
| 7 | Absorbency | 50-70 ml normal saline @ 15ml/min |
| 8 | pH value | 6-8.5 |
| 9 | Packet | 10 Napkins in each pack |
| *Disposable pouch/wrapper also to be provided along with the Sanitary Napkins. | | |

1. Technical specifications for Raw material/Packing material to be used:

| Sr. No. | Raw materials | Colour | Thickness | Width | Grade |
|---------|------------------------------|--|-------------|--------|---|
| 1 | Fluff Pulp | White | | | Cellulose Pulp, Long Fibre and SAP |
| 2 | Tissue Paper | Not to be used | | | |
| 3 | PE film back Sheet | Blue/Pink/White | 24 gsm +10% | 110 mm | Low Density Polythene Film (LDPE) |
| 4 | Non-woven Top Sheet | Natural White | 20 gsm +5% | 110 mm | Hydrophilic rash free, non-irritant soft to touch |
| 5 | Glue-construction | Transparent | | | Polymer based |
| 6 | Glue Positioning/ Back sheet | Transparent | | | Polymer based |
| 7 | Release Paper | White and Printing | 40gsm +10% | 40 mm | Silicon coated |
| 8 | Wing Release Paper | White | 40gsm +10% | 40 mm | Silicon coated |
| 9 | Pack | Four Colour, Printing as per requirement (printing will include messages on use and disposal along with branding manufacture details etc.) | 40gsm +10% | | LDPE |
| 10 | Carton/Corrugated boxes | Craft paper, Single colour | | | Suitable to pack 160 Sanitary Napkin pouches, |

| | | | | | |
|--|--|--|--|--|--|
| | | | | | made out of 5 P (Narrow Flute) Bursting Strength- should not be less than 10kg/sq.cm |
|--|--|--|--|--|--|

2. **Manufacture, Workmanship and Finish:**

- Sanitary napkins consist of an outer covering provided with sufficient number of channels for leak protection and absorbent filter material with an adhesive back strip.
- The covering of the absorbent filter shall be good quality perforated film sleeve which has sufficient porosity to permit the assembled napkin to meet the absorbency requirements.
- This shall be a product of non-allergic.
- The sanitary napkin shall have a non- absorbent barrier on one side which shall have an identifying clearly the side of the barrier.
- The absorbent filler shall be arranged and neatly cut to the required size of the pad and form a uniform thickness throughout without any wrinkles or distortion.
- It shall be placed in the covering in such a way that it does not cause lump formation with the effect of sudden pressure.
- The covering fabric shall cover the filler completely.
- The Sanitary Napkin shall have a very soft feel and when worn shall not chafe or give any uncomfortable feeling.
- It shall be free from all sorts of foreign matter and should be odourless.
- The adhesive used in Napkin should not leave any mark and stain.
- Uniform thickness is with respect of wrinkles and lump formation only.
- The thickness shall be measured by stacking 10 complete pads and measuring the stack height.
- The average thickness for the 10 pads shall be used as pad thickness.

3. **Absorbency and ability to withstand Pressure after absorption**

The sanitary napkins shall absorb 50ml of colored water or normal saline when flowed in the center of the napkin (at the rate 15 ml per minute) and it shall not show up at the bottom or sides of the sanitary napkin, when tested.

4. **Disposability:-** A disposable sanitary napkin with the covering removed, shall be immersed in 15 liters of water and stirred. The pad shall disintegrate in the water in not more than 15 minutes.
5. **Tests:-** The materials shall be approved after passing through the tests specified in IS: 5405:2019 (As per latest revision).

Bar Coding: Bar code (1D-GS1) shall be used to track down the product. It shall be printed on the label of Millboard/ Grey board Boxes (Secondary Package)

- a. Product identification (GTIN 14) using application identifier (01)
- b. Manufacture and Expiry Date in YYMMDD format & using application identifier (17)
- c. Master batch number using application identifier (10)

NOTE:- The quantity and schedule of supply may change depending upon the requirement.

B. TERMS AND CONDITIONS:-

1. **F.O.R.:-** The above rates are F.O.R. destination basis upto School level in the State of Haryana and shall include all expenses including packing, transportation, handling etc.
2. **GST:** - Inclusive in above rates.
3. **FREIGHT CHARGES:** Inclusive in above rates
4. **DELIVERY PERIOD:-** Monthly Basis with condition that:-
 - (i) Delivery must be completed within **45 days** from the date of work order and thereafter till 15th of second month of each quarter.
 - (ii) **DELAYED SUPPLY;** Supply beyond the delivery period as mentioned at (i), will be considered as delayed supply.
 - (iii) **FULL SUPPLY:** Any supply more than 90% would be considered as full supply within delivery period. However, payment with respect to actual quantity supplied would be made. No penalty would be levied on the remaining supply and no risk purchase will be done.
 - (iv) **PART SUPPLY:** Supply between 60 to 90% ordered quantity of goods within delivery period will be considered as Part Supply and payment will be done without any penalty. Whereas, the payment of delayed supply of the remaining quantity will be done after applying @ 20% penalty.
 - (v) **NON SUPPLY:** Supply of less than 60% of ordered quantity within delivery period as mentioned at (i), will be considered as non supply. In case of Non supply, the item which has been received would be used by the schools without making any payment to the supplier.
 - (vi) Penalty of @20% of unexecuted ordered value along with risk purchase from approved source as per drug policy or local market at risk and cost of the firm. The penalty will be recovered from any amount payable to the firm.
 - (vii) In case of unexecuted supply or non-supply (v) for consecutive two quarters, the intending department/DGS&D, Haryana may cancel the contract and the order can be given to the other firm, after their consent.

5. **PAYMENT TERMS:** - Payment process will be initiated after the receipt of the goods at the School level on the basis of in-house test report provided by the firm along with the supply. Full payment against the successful delivery at School level within the stipulated time as mentioned in 'Delivery Period clause'. Payment will be made within **40 days** after receipt of the goods or test report by empanelled laboratory. **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.

6. **Technical Specifications:-** The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in "**Technical Specification**" as per NIT.

7. **Packing:**

- (i) Packing should strictly comply with the packing instructions given in the ANNEXURE I of the NIT.
- (ii) All the material supplied should be marked in bold letters "**HARYANA GOVERNMENT SUPPLY, NOT FOR SALE**" over primary and secondary packing.
- (iii) MRP should not be written.

8. **Labeling, Marking and Packaging:**

Labeling, marking and packaging conditions should as per specifications.

9. **Bar Coding:** Firms should adhere to the bar coding system on the outer most packing.

10. **Quality Testing:**

- (i) The supplies should be accompanied with in-house test report. After the receipt of the consignment, the department will draw a sample out of each batch and will send it for testing at one of the Govt. approved testing laboratories. However random sampling will be done from time to time.
- (ii) The firms will be charged 1.5% of the amount of purchase order as testing charges per batch and same will be deductible at the time of payment. In case of firm completing the full supplies (i.e. 100%) without any delay, there will be reduction in testing charges by 0.5% i.e. it would be charged at 1%.
- (iii) If the sample/samples is/are found Not of Standard Quality the consignment shall be rejected.
- (iv) All rejected stores shall in any event remain and will always be at the risk of the firm immediately on such rejection. The rejected stock should be lifted by the firm within 15 days and replacement supplies be made within 20 days from the date of intimation to the firm. If the firm fails to lift the rejected stock within 15 days the Department reserves the right to destroy the stock at its own, without any liability of payment.

The Department reserves the right for inspection of the premises of pharmaceutical firm participating in the Tenders anytime by officers appointed by Director. They can carry out inspection for assessing the capacity/capability/eligibility of the firm to make supplies and to ensure that good manufacturing practices are being followed by manufacturer. The decision of the Director shall be final in this regard. It is also open to the department to depute persons to inspect stores and draw samples before dispatch of the consignment.

11. QUALITY FAILURE:

If any store/stores supplied against this Rate Contract are found to be Not of Standard Quality (NSQ) on test analysis from Government or Government approved laboratory empanelled and / or on inspection by competent authority, the firm will be liable to replace/resupply the entire quantity of failed batch irrespective of fact that part or whole of the supplied stores may have been consumed the department would have all the rights deduct the amount from any of the past or present liability. For more than two instances of quality failure the RC will be cancelled and firm will be debarred for three years to participate in Tendering process for that particular item. If more than three products of a firm are debarred/ blacklisted, the firm will not be eligible to participate in the Tendering process of Haryana for next three years for any item.

If the firm fails to replace the batch declared to be Not of Standard Quality, the department will be at liberty for risk purchase from any approved source as per drug policy or local market at risk and the same will be recovered from the firm.

12. Nonperformance of Contract Provisions:

Non-performance(Non execution of 100% supply) according to contract provisions, purchase orders on two occasions will disqualify the firm to participate in the Tender for a period of 3 (three) years and its security deposit will be forfeited and no further purchase order will be given to that firm for that item.

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 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 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 bitts before releasing their payments.

14. **Other Rate Contract Conditions:**

Validity of the Rate Contract is two years from the date of finalization of the contract, but in case of exigencies, period can be extended further by mutual consent of both parties up to a maximum of 12 months during which new RC would be done and in case the RC is finalized within 12 months extension period, the new RC would over-ride the extended RC which would lapse.

15. **INSPECTION:**-The inspection would be carried out by the inspection committee formed by the School Education Department.

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.

(OTHER TERMS & CONDITIONS WILL BE AS PER DNIT AND SCHEDULE-B)



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

