

Regd.

RATE CONTRACT

From

The Director General, Supplies & Disposals, Haryana,
S.C.O. No. 09 (1st & 2nd Floors), Sector-16, Panchkula.
Tel. Nos. 0172-2570121-124.
Fax No. 0172-2570121, E-mail: supplies@hry.nic.in

To

M/s UltraTech Cement Ltd.
SCO No.4, 3rd Floor, Sector-14,
Old Delhi Road, Gurgaon-122001 gilgurgaon@adityabirla.com
rmohunta@ethoswatches.com

Memo no. 58/HR/RC/E-2/2020-2021/
Dated Panchkula, the

Subject:- Arranging the annual rate contract for the supply of ISI Marked 43 grade Ordinary Portland Cement as per IS:8112(latest) & Pozzolana Portland Cement as per ISI no. 1489 (1) latest packed in conventional Jute/HDPE bags of 50 Kg. each (Sr. No.09).

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

With reference to your tender No & dated and this office acceptance letter No. & date, your letter No. & date given in Schedule-A attached on the subject noted above, I have to inform you that your rates have been accepted for the supply of stores as per terms and conditions given in Schedule-A & B already accepted by you in tender.

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 02.11.2021. 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 store 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 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 may be accepted under penalty clause of the Schedule -B unless the delivery period is extended by the competent authority.
6. The Director General, 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.
7. 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.\

8. 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.

9. All disputes will be settled within the jurisdiction of Headquarter of the Directorate of Supplies & Disposals, Haryana, Panchkula.

10. **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.

11. 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.

12. **FALL CLAUSE:-** The prices charged for the stores supplied under this rate contract by the Contractor shall in no way exceed the lowest price at which the Contractor sells the stores or offer to sell stores of identical description to any persons/Organization including the purchaser or any department of the Central Govt. or any Deptt. of the State Govt. or any statutory undertaking of the Central or State Govt. as the case may be during the period of performance of all supply order placed during the currency of the rate contract

ii) If, at any time during the said period, the Contractor reduces the rate of sale price, sells or offers to sell such stores to any person/ Organization including the purchase or any Deptt. of Central Govt. or any statutory undertaking of the Central or State Govt. as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction sale or offer to sell to the Director, Supplies & Disposals, Haryana and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sell shall stand correspondingly reduced

iii) The Contractor shall furnish the following certificate to the concerned Direct Demanding officer/consignees alongwith each bills or payment for supplies made against the rate contract.

iv) I/we certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Govt. under the contract herein and such stores have not been offered and sold by me/us to any person/Organization including the purchaser of any Deptt. of the Central Govt. or any Deptt. of the State Govt. or any statutory undertaking of the Central or State Govt. as the case may be up-to the date of the Bill/date of completion of supplies against all supply order placed during the currency of the rate contract at a price lower than the price charged to Govt. under the contract.

Please acknowledge receipt of the letter.


Assistant Director, Supplies & Disposals, Haryana
For & on behalf of Governor of Haryana


Endst. No.

Dated:

A copy alongwith of Schedule 'A' & "B" (Conditions of Contract) is forwarded to the following:-

1. The Chief Administrator, Haryana Shehri Vikas Pradhikaran (HSVP), Sector -6, Panchkula.
2. The Director General, Agriculture & Farmers Welfare Department Haryana, Kandi Bhawan, Sector-21, Panchkula
3. The Managing Director, HPGCL, Sector-6, Panchkula
4. The Chief Administrator, Haryana State Agricultural Marketing Board, Mandi Bhawan, Sector-6, Panchkula
5. The Managing Director, HAFED, Sector-5, Panchkula.
6. The Chief Administrator, Housing Board Haryana, C-15 Awas Bhawan, Sector-6, Panchkula
7. The Managing Director, Haryana State Warehousing Corporation, Sector 2, Panchkula.
8. The Managing Director, Haryana State Co-operative Labour & Constructions Fed. Ltd. Bay No. 23-24, Sector-2, Panchkula.
9. The Chief Engineer, Panchayati Raj Deptt. Haryana Plot No.3, Sector 28-A, Panchayat Bhawan, Chandigarh.
10. The Engineer-in-Chief, PWD,B&R Department, Plot No.1, Nirman Sadan, Sector 33/A, Chandigarh.
11. The Vice Chancellor, Kurukshetra University, Kurukshetra
12. The Vice Chancellor, Haryana Agriculture University, Hissar.
13. The Vice Chancellor, Guru Jambheshwar University, Hissar.

They are requested to issue dispatch instructions within 3-4 days direct to the firm under intimation to this office. After expiry of the rate contract/delivery period, the Indenting Deptts are required to confirm to this office within two months as to whether the firm has supplied the cement as per the specifications, terms & conditions of the rate contract & nothing is to be recovered from the firm, so that their security may be released. **The Boards/ Corporations/ Federation/ Universities are required to deposit departmental charges @1% of the value of supplies obtained by them against this rate contract, with this office as per the State Govt. instructions.**

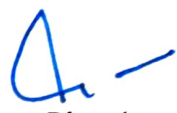

Assistant Director,
For Director General , Supplies & Disposals,
Haryana, Panchkula

Endst. No. 8097-8103

Dated: 02/12/2020

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

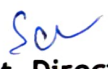
1. The Deputy Excise & Taxation Commissioner, Gurgaon.
2. The Controller of Stores, Punjab, Chandigarh.
3. The Controller of Stores, Himachal Pradesh, Nigam Vihar Shimla.
4. The Controller of Stores & Directorate of Industries & Commerce, Jammu & Kashmir, Srinagar.
5. St. Section.
6. Computer Programmer O/o DGS&D, Haryana
7. Departmental Processing Charges Branch O/o DGS&D, Haryana


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

Endst No.

Dated:

A copy of the above is forwarded to the Principal Accountant General (Audit) Haryana, Sector 33, Chandigarh for information.


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

SCHEDULE-'A'

Accepted rates, terms & conditions of **M/s UltraTech Cement Ltd.** SCO No.4, 3rd Floor, Sector-14, Old Delhi Road, Gurgaon-122001 gilgurgaon@adityabirla.com, rmohunta@ethoswatches.com, ishuvnegi@yahoo.com

Firm's Offer no. no. AC: MKTG: 2020-21 dated 15.07.2020 and the meeting of High Powered Purchase Committee held on 30.09.2020 and this office acceptance letter No. 6937 dated 20.10.2020 and letter dated 03.11.2020

2. Your offer has been accepted for the supply of Cement as per following specifications, rates, terms & conditions:-

- i) **Specifications:-** ISI marked 43 Grade Ordinary Portland Cement as per ISI no. 8112(latest) & Pozzolana Portland Cement as per ISI no. 1489 (1) latest packed in conventional Jute/HDPE bags of 50 Kg. each, for general use & for construction of buildings, bridges & roads. Each bag should bear ISI certification mark.
- ii) Cement is to be supplied by using different colour bags for Govt. supplies, so as to identify & avoid any type of pilferage. (AS INFORMED BY YOU IN THE LAST RATE CONTRACT CASE, AS YOUR MARKET SUPPLIES ARE IN YELLOW COLOUR BAGS, SO, YOU WOULD SUPPLY CEMENT IN THIS RATE CONTRACT IN WHITE COLOUR BAGS WITH LOGO OF **"SPECIALLY PACKED FOR HARYANA GOVERNMENT AND NOT FOR RETAIL SALES'**.
- iii) Cement is to be supplied by using different colour bags for Govt. supplies, so as to identify & avoid any type of pilferage.
- iv) **Destination-wise quantity allocation & rates:-** 40,752 MT OP Cement & 27,400 MT P.P. Cement on annual rate contract basis.

Rates in Rs./bag, inclusive of GST@28% , freight consignee stores anywhere in Haryana, inclusive of freight & unloading/ stacking

Sr. No	Destination	43 grade Ordinary Portland Cement		Pozzolana Portland Cement	
		Quantity in MT	Rates	Quantity in MT	Rates
1	CHD/PKL/ Pinjore/ Kalka/ Morni	7515	275.00	3640	239.00
2	Ambala/Shahabad	---	Not approved	2500	235.00
3	Y. Nagar/Jagadhri	600	274.46	---	Not approved
4	Naraingarh	25	274.45	---	Not approved
5	KKR/Pehowa	---	Not approved	1550	230.00
6	Kaithal	1275	261.46	750	230.00

Sr. No	Destination	43 grade Ordinary Portland Cement		Pozzolana Portland Cement	
		Quantity in MT	Rates	Quantity in MT	Rates
7	Jind/Safidon	---	Not approved	1750	225.00
8	Karnal/Madhuban	---	Not approved	3150	225.00
9	Panipat	---	Not approved	No qty	225.00
10	Gohana	No qty.	251.45	No qty	227.00
11	Rohtak	---	Not approved	No qty	226.00
12	Sonepat	---	Not approved	157.00	226.99
13	Bahadurgarh	---	Not approved	No qty.	225.00
14	Jhajjar	4062	249.34	3997	224.00
15	Bhiwani/Tosham	1260	248.00	3750	228.00
16	Charkhi Dadri	3512	249.00	No qty.	228.00
17	Mohindergarh	---	Not approved	No qty.	227.00
18	Rewari	1800	244.00	2000	224.00
19	Narnaul	----	Not approved	No qty.	225.00
20	Gurgaon	2165	248.00	25	224.00
21	Faridabad	2719	249.35	1344	224.00
22	Palwal/Sohna	725	249.35	No qty.	224.00
23	Nuh/Mewat	3450	248.35	No qty.	225.00
24	Hansi	No qty.	251.00	300	232.00
25	Hisar	6110	251.00	250	232.00
26	Fatehabad/Ratia	2852	253.00	988	232.00
27	Narwana	No qty.	Not approved	No qty.	236.00

Sr. No	Destination	43 grade Ordinary Portland Cement		Pozzolana Portland Cement	
		Quantity in MT	Rates	Quantity in MT	Rates
28	Tohana	No qty.	260.00	No qty.	237.00
29	Sirsa	2682	254.00	1250	233.00
30	Dabwali/Kalanwali	No qty.	258.00	No qty.	238.00
G.Total of Qty.		40752		27400	

Allocation for the remaining quantity will be communicated in due course. The allocation can be changed/added by DS&D Office.

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 and there has been any upward revision in the rates of GST on the CONTRACTED ITEM, no such increase will be allowed but if there has been any reduction in GST, the same will be availed. No variation in GST on inputs viz raw material/ freight etc. will be applicable.

- v) Consignee destinations:- Anywhere in Haryana, as indicated above.
- vi) Sources of supply:

43 grade OP Cement:

1. Ultra Tech Cement Ltd., (Unit: Jhajjar Cement Works) Vill. Jharli, Distt. Jhajjar.
2. Ultra Tech Cement Ltd.,(Unit: Kotputli Cement Works) Village Mohanpura, Distt. Jaipur (Rajasthan)
3. Ultra Tech Cement Ltd.,(Unit: Aditya Cement Works) Aditapuram, Chittorgarh, Rajasthan

PP Cement:

1. Ultra Tech Cement Ltd., (Unit: Jhajjar Cement Works) Vill. Jharli, Distt. Jhajjar.
2. Ultra Tech Cement Ltd.,(Unit: Kotputli Cement Works) Village Mohanpura, Distt. Jaipur (Rajasthan)
3. Ultra Tech Cement Ltd.,(Unit: Aditya Cement Works) Aditapuram, Chittorgarh, Rajasthan
4. Ultra Tech Cement Ltd., (Unit: Panipat Cement Works) Vill. Karad, Israna-Pradhana Road Karad, Panipat.

- vii) **Validity period of rate contract:** One year from the date of its issue. You are required to execute all the supply orders placed upto the last date of the rate contract.
- viii) **Sample checking:-** It will your responsibility to supply ISI marked cement of proper quality. Further, random periodic joint sample checking of the cement at

destinations will be done by the depts./consignee & samples will be got tested from Shree Ram Test House or any other Govt. approved laboratory. The testing charges will be borne as per the provisions made in relevant ISI specifications.

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 security, risk purchase, debarring/ blacklisting in future, and no further opportunity for inspection would be provided to the supplier firm.

- ix) **Delivery period:-** Cement is to be supplied within 20 days after receipt of supply order from the Indenting department/consignee.
- x) **Payment terms:-** 100% payment for the supplied lot will be made within 30 days of receipt of correct cement in consignee in satisfactory condition duly unloaded /stacked. The payment is to be made in the name of "ULTRATECH CEMENT LTD." payable at GURGAON. Further, the payment will be released by the Indenting Departments/ Organizations in RTGS/Electronic mode only.

Delay in payment to the supplier 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 @ 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.

3. Other terms & conditions including Delivery period, Fall Clause, will be as per NIT/Schedule-A/B and two copies of Schedule-'B' are enclosed.


**Assistant Director,
Supplies & Disposals, Haryana
For & on behalf of Governor of Haryana**