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 Shree Cement Ltd.,

Gurgaon Office: - S.C.O. No.21, 1st Floor, Sector-15,

Part-II Gurgaon (Haryana)

Fax no. 0124-2333032 & 4084421

Email: panditaa@shreecementltd.com, tsilica@yahoo.co.in

M/s UltraTech Cement Ltd. 2.

SCO No.4, 3rd Floor, Sector-14, Old Delhi Road, Gurgaon-122001 gilgurgaon@adityabirla.com rmohunta@ethoswatches.com

Memo no. 40/HR/RC/E-2/2018-2019/ 6413-6414 Dated Panchkula, the 26.06.2019

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.06).

-x-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.

- 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.
- The Contract shall come into force w.e.f. 26.06.2019 and shall remain operative up-to 25.06.2020. Government reserves the right to bring any other firm on the rate contract at any subsequent stage during the pendency of this rate contract.
- 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.
- 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.

Page 1 of 11

- 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. 6415

Dated: 26.06.2019

A copy is forwarded to the Additional Chief Secretary to Government of Haryana, Industries & Commerce Deptt., Chandigarh. The rate contract has been issued as per the decision of the High Powered Purchase Committee held on 07/06/2019 please.

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

Endst. No. 6416-6423

Dated: 26.06.2019

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

- The Chief Administrator, Haryana Shehri Vikas Pradhikaran (HSVP), Sector -6, Panchkula.
- The Chief Engineer, Panchayati Raj Deptt. Haryana Plot No.3, Sector 28-A, Panchayat Bhawan, Chandigarh.
- The Engineer-in-Chief, PWD,B&R Department, Plot No.1, Nirman Sadan, Sector 33/A, Chandigarh.
- The Chief Administrator, Housing Board, Haryana Plot No.C-15, Sec- 6, Panchkula.
- The Managing Director, Haryana State Warehousing Corporation, Sector 2, Panchkula.
- The Principal Chief Conservator of Forests Department, Van Bhawan, Sector-6, Panchkula.
- 7. The Vice Chancellor, Kurukshetra University, Kurukshetra
- 8. The Vice Chancellor, Haryana Agriculture University, Hissar.

IMPORTANT NOTE:- The Indenting Departments are requested that before release the payments to the firms, please confirm from this office as to whether to both the firms have deposited the requisite security /Schedule-B

Further, 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 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.

So

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

Endst. No. 6425-6430

Dated: 26.06.2019

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

- The Deputy Excise & Taxation Commissioner, Gurgaon.
- 2. The Controller of Stores, Punjab , Chandigarh.
- 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. 6431 Dated: 26.06.2019

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 Shree Cement Ltd., Gurgaon Office:- S.C.O. No.21, 1st Floor, Sector-15, Part-II Gurgaon (Haryana) Fax no. 0124-2333032, 4084421 Mob No. 09212510366, Email: panditaa@shreecementltd.com, tsilica@yahoo.co.in, shreecementggn@gmail.com

Firm's Offer no. SCL: DS&D:HY:19 dated 22.02.2019 and the meeting of High Powered Purchase Committee held on 07.06.2019 and this office acceptance letter No. 6285 dated 21.06.2019.

- 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) In order to identify & avoid any type of pilferage, Cement is to be supplied with usage of bags in different design/colour schemes printed on Cement bags as compared to the design/colour schemes printed of Cement bags being supplied by you in open market. The detail of design/colour scheme of the cement bag as confirmed by you against last rate contract is as under:-
 - a). PPC Open Market supplies: Bags bear a colour scheme of Yellow and Red, with specific graphics.
 - b). PPC Government Supplies: Bags have a colour scheme of Red and White, with 'NOT FOR RETAIL SALE' prominently mentioned in Bold Capitals.
 - OPC Open Market supplies: Bags bear a colour scheme of Yellow and Black, with specific graphics.
 - d). OPC Government Supplies: Bags have a colour scheme of Black and White, with 'NOT FOR RETAIL SALE' prominently mentioned in Bold Capitals.

(You had submitted samples of bags of the design/colour schemes against the last rate contract case which you had offered to use for the supply of cement in this order, with DS&D office, for comparison purposes). If required, the Indenting Departments/consignees may compare the samples of bags submitted by the firm with the cement bags of actual supplies.

iii) Destination-wise quantity allocation & Rates :- 91642 MT OP Cement & 73,220 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 gr Ordinary F Ceme	Portland ent	Pozzolana Portland Cement	
		Quantity in MT	Rates	Quantity in MT	Rates
1	CHD/PKL/ Pinjore/ Kalka/ Morni	29488	268.00	21330	234.00
2	Ambala/Shahabad	1000	265.35	5000	231.00
3	Y. Nagar/Jagadhri	780	267.46	7750	235.00
4	Naraingarh	17	267.46	0	235.00
5	KKR/Pehowa	5500	263.00	6000	226.00
6	Kaithal	0	254.46	3000	226.00
7	Jind/Safidon	0	248.34	2000	222.00
8	Karnal/Madhuban	1089	253.45	1500	222.00
9	Panipat	0	253.35	0	222.00
10	Gohana	0	246.45	0	223.00
11	Rohtak	0	246.35	2250	223.00
12	Sonepat	2019	248.45	480	223.00
13	Bahadurgarh	16	246.35	0	222.00
14	Jhajjar	4160	246.35	11300	222.00
15	Bhiwani/Tosham	6000	245.00	0	225.00
16	Charkhi Dadri	3000	245.00	0	225.00
17	Mohindergarh	6000	245.00	0	224.00
18	Rewari	3000	242.00	5000	222.00
19	Narnaul	350	242.00	0	222.00
20	Gurgaon	3150	245.00	0	222.00
21	Faridabad	2280	246.35	960	222.00
22	Palwal/Sohna	800	246.35	0	222.00
23	Nuh/Mewat	900	246.35	0	222.00
24	Hansi	1700	247.00	250	229.00
25	Hisar	12042	247.00	3000	229.00
26	Fatehabad/Ratia	3017	248.00	0	228.00
27	Narwana	0	251.45	0	232.00
28	Tohana	0	255.00	0	233.00
29	Sirsa	5334	248.00	3400	228.00
30	Dabwali/Kalanwali	0	252.00	0	233.00
	G.Total of Qty.	91,642		73,220	233.00

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. Shree Cement Ltd., Bangur Nagar, Beawar, (Rajasthan)
- Shree Cement Ltd. (Unit III) (A Unit of Shree Cement Ltd), Village & PO-RAS, Distt. Pali, Rajasthan
- 3. Shree Cement Ltd. Vill Khukhrana, PO Asan Kalan, Panipat
- 4. Shree Jaipur Cement Plant, Vill. Asalpur, Phulera, Distt. Jaipur(Rajasthan)
- Shree Cement Ltd.-A Unit of Shree Cement Ltd, Near NH 15, Village Udaipur-Udasar Suratgarh Distt. Sriganganagar (Rajasthan).
- 6. Shree Grinding Unit, RIICO Industrial Area, Khush Khera, Distt. Alwar, Rajasthan

PP Cement:

- 1. Shree Cement Ltd., Bangur Nagar, Distt. Ajmer (Rajasthan)
- Shree Cement Ltd. (Unit III) (A Unit of Shree Cement Ltd), Village & PO-RAS, Distt. Pali, Rajasthan
- 3. Shree Cement Ltd. Vill Khukhrana, PO Asan Kalan, Panipat
- 4. Shree Jaipur Cement Plant, Vill. Asalpur, Phulera, Distt. Jaipur(Rajasthan)
- Shree Cement Ltd.-A Unit of Shree Cement Ltd, Near NH 15, Village Udaipur-Udasar Suratgarh Distt. Sriganganagar (Rajasthan)
- 6. Shree Grinding Unit, RIICO Industrial Area, Khush Khera, Distt. Alwar, Rajasthan
- Shree Grinding Unit (A Unit of Shree Cement Ltd.) Vill. Akabar Pur OUD Laksar, Distt. Haridwar, Uttarakhand
- vii) Validity period of rate contract: One year from the date of its issue. You are required to execute all the supply orders placed up-to 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 deptts./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.
- ix) Delivery period:- Cement is to be supplied within 20 days after receipt of supply order from the Indenting department/consignee.

Appropriate 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 "SHREE CEMENT LTD." payable at GURGAON. Delay in payment 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 @ 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.

As requested by M/s Shree Cement Ltd. payment is to be made to the firm in their HDFC Bank Ltd. A/c No. SHRC321, IFSC Code: HDFC0004989.

IMPORTANT NOTE:- YOU ARE REQUESTED TO DEPOSIT SECURITY AMOUNT OF RS.4.05 CRORES IN THE SHAPE OF BANK GUARANTEE IN FAVOUR OF THE DIRECTOR, SUPPLIES & DISPOSALS, HARYANA, PANCHKULA ALONGWITH COPIES OF SCHEDULE-B (ENCLOSED) DULY SIGNED AND STAMPED ON ALL THE PAGES WITHIN 05 DAYS POSITIVELY FROM THE DATE OF ISSUE OF THIS RATE CONTRACT. IN CASE YOU FAILED TO DEPOSIT THE REQUISITE SECURITY AMOUNT WITHIN STIPULATED PERIOD OTHERWISE THE SAID RATE CONTRACT WILL BE CANCELLED.

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.

Endst. No. Dated:

A copy of the above is forwarded to M/s Shree Cement Ltd., Bangur Nagar, Beawar-305901 Distt. Ajmer (Rajasthan) for information and necessary action please.

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

SCHEDULE-'A'

Accepted rates, terms & conditions of M/s 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: 2081-19 dated 19.02.2019 and the meeting of High Powered Purchase Committee held on 07.06.2019 and this office acceptance letter No. 6287 dated 21.06.2019.

- 2. Your offer has been accepted for the supply of Cement as per following specifications, rates, terms & conditions:-
- 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.
- 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 :- 37,992 MT OP Cement & 1,960 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	0	268.00	0	234.00
2	Ambala/Shahabad	1500	265.35	0	231.00
3	Y. Nagar/Jagadhri	1170	267.46	0	235.00
4	Naraingarh	25	267.46	0	235.00
5	KKR/Pehowa	0	263.00	0	226.00
6	Kaithal	3000	254.46	0	226.00
7	Jind/Safidon	800	248.34	0	222.00
8	Karnal/Madhuban	1634	253.45	1000	222.00
9	Panipat	2600	253.35	0	222.00



Sr. No	Destination	43 grade Ordinary Portland Cement		Pozzolana Portland Cement	
		Quantity in MT	Rates	Quantity in MT	Rates
10	Gohana	0	246.45	0	223.00
11	Rohtak	0	246.35	0	223.00
12	Sonepat	3029	248.45	320	223.00
13	Bahadurgarh	24	246.35	0	222.00
14	Jhajjar	6240	246.35	0	222.00
15	Bhiwani/Tosham	4000	245.00	0	225.00
16	Charkhi Dadri	2000	245.00	0	225.00
17	Mohindergarh	4000	245.00	0	224.00
18	Rewari	2000	242.00	0	222.00
19	Narnaul	0	242.00	0	222.00
20	Gurgaon	0	245.00	0	222.00
21	Faridabad	3420	246.35	640	222.00
22	Palwal/Sohna	1200	246.35	0	222.00
23	Nuh/Mewat	1350	246.35	0	222.00
24	Hansi	0	247.00	0	229.00
25	Hisar	0	247.00	0	229.00
26	Fatehabad/Ratia	0	248.00	0	228.00
27	Narwana	0	251.45	0	232.00
28	Tohana	0	255.00	0	233.00
29	Sirsa	0	248.00	0	228.00
30	Dabwali/Kalanwali	0	252.00	0	233.00
	G. Total of qty	37,992		1,960	=

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:

 Ultra Tech Cement Ltd., (Unit: Kotputli Cement Works) Village Mohanpura, Distt. Jaipur (Rajasthan)



Ultra Tech Cement Ltd., (Unit: Aditya Cement Works) Aditapuram, 2. Chittorgarh, Rajasthan

PP Cement:

Ultra Tech Cement Ltd., (Unit: Panipat Cement Works) Vill. Karad, Israna-Pradhana Road Karad, Panipat.

Ultra Tech Cement Ltd., (Unit: Kotputli Cement Works) Village 2.

Mohanpura, Distt. Jaipur (Rajasthan)

Ultra Tech Cement Ltd., (Unit: Aditya Cement Works) Aditapuram, 3. Chittorgarh, Rajasthan

- Validity period of rate contract: One year from the date of its issue. You are vii) required to execute all the supply orders placed upto the last date of the rate contract.
- Sample checking:- It will your responsibility to supply ISI marked cement of viii) proper quality. Further, random periodic joint sample checking of the cement at destinations will be done by the deptts./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.
- Delivery period:- Cement is to be supplied within 20 days after receipt of ix) supply order from the Indenting department/consignee.
- Payment terms:- 100% payment for the supplied lot will be made within 30 X) 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. 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.

IMPORTANT NOTE:- YOU ARE REQUESTED TO DEPOSIT SECURITY AMOUNT OF IN THE SHAPE OF BANK GUARANTEE IN FAVOUR OF THE RS. 96 LACS DIRECTOR, SUPPLIES & DISPOSALS, HARYANA, PANCHKULA ALONGWITH COPIES OF SCHEDULE-b (ENCLOSED) DULY SIGNED AND STAMPED ON ALL THE PAGES WITHIN 05 DAYS POSITIVELY FROM THE DATE OF ISSUE OF THIS RATE CONTRACT. IN CASE YOU FAILED TO DEPOSIT THE REQUISITE SECURITY AMOUNT WITHIN STIPULATED PERIOD OTHERWISE THE SAID RATE CONTRACT WILL BE CANCELLED.

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

> Supplies & Disposals, Haryana For & on behalf of Governor of Haryana