

Regd.  
From

RATE CONTRACT

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

To

M/s Wonder Cement limited,  
Plot No. 1205, 12<sup>th</sup> Floor, Indra Prakash Building, 21, Barakhamba Road,  
New Delhi-110001, Tel No. +911133991133  
e-Mail: [regd.office@wondercement.com](mailto:regd.office@wondercement.com)

Memo no. 73/HR/RC/E-2/2020-2021/4422  
Dated Panchkula, the 08.08.2022

**Subject:- Annual rate contract for the supply of ISI Marked Pozzolana Portland Cement as per ISI no. 1489 (Part-1) latest packed in conventional Jute/HDPE bags of 50 Kg. each (Sr.No. 02).**

-x-x-x-x-x-x-x-

With reference to tender no.& dated and this office acceptance letter No. dated & your letter No. NIL & dated given in Schedule-A attached herewith 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.

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 w.e.f. **08.08.2022** and shall remain operative up-to **07.08.2023** 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 given in 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. All cases, where payments are not made with in time, should be referered to this office for taking necessary action against the defaluters.

9. 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.

10. **ISI License:-** 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. 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.

11. **PRICE FALL CLAUSE:-** i) The price charged for the stores supplied under this rate contract shall not exceed in any way the lowest price at which you quote/supply the stores of identical description to DGS&D, New Delhi/State Govt./Central Govt./Institutions/Undertaking/any other person during the delivery period/currency period of the rate contract. If, at any time during the said period, you reduces the rate, sale price, of quoted stores to any person/Organization/ any Deptt. of Central Govt./ etc. at a price lower than the price chargeable under the rate contract, you are required to inform this office and the price payable under the rate contract for the stores supplied after the date of coming into force of such reduction of the rates shall stand correspondingly reduced to that level. You 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 charges by you are not in any way higher to those quoted to the DGS&D, New Delhi/ other State Govt./ PSU/ 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 Headquarter of the Directorate of Supplies & Disposals, Haryana, Panchkula.

Assistant Director,  
Supplies & Disposals, Haryana  
For & on behalf of Governor of Haryana  
Dated: 08.08.2022

Endst. No.4423-24

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

1. The Chief Administrator, Housing Board Haryana, C-15 Awas Bhawan, Sector-6, Panchkula
2. The Chief Engineer, Panchayati Raj Deptt. Haryana Plot No.3, Sector 28-A, Panchayat Bhawan, Chandigarh.

You are requested to issue dispatch instructions within 3-4 days directly to the firm under intimation to this office. After expiry of the rate contract/delivery period, the Indenting Depts 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  
Dated: 08.08.2022

Endst. No. 4425

A copy is forwarded to the Deputy Excise & Taxation Commissioner, Jhajjar, Haryana for information and necessary action.

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

Assistant Director,  
For Director General , Supplies & Disposals,  
Haryana, Panchkula  
Dated: 08.08.2022

Endst. No. 4426-33

A copy is forwarded to the following for information and necessary 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 & 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

SCHEDULE-'A'

Accepted rates of M/s Wonder Cement Ltd., Plot No. 1205, 12<sup>th</sup>Floor, Indra Prakash Building ,21,Barakhamba Road, New Delhi-110001, Tel No. +911133991133 e-Mail: [regd.office@wondercement.com](mailto:regd.office@wondercement.com), as per decision of HPPC held on dated 23.03.2022 & compliance of Minutes of 13<sup>th</sup> meeting memo no. HEPC/EEC/2022/716 dated 31.03.2022/an agreement entered with HEPB and your letter dated 17.06.2022 submitted by your firm during the meeting of Technical Committee held on 17.06.2022, this office acceptance letter No. 4130 dated 28.07.2022 & your letter No. NIL & dated 04.08.2022.

- (i) Destination-wise Rates for Pozzolana Portland Cement :- 21000 MT Qty ( 20000 MT for Panchayati Raj Deptt. and 1000 MT for Housing Board Haryana) on annual rate contract basis are as under:-

Rates in Rs. per bag of 50Kg inclusive of GST @ 28% /all other taxes, FOR destination:-		
Sr. No	Destination	Pozzolana Portland Cement
		Rates in Rs. Per Bag of capacity 50KG
1	CHD/PKL/Pinjore/ Kalka/ Morni	260.30
2	Ambala/Shahabad	260.76
3	Y. Nagar/Jagadhri	266.94
4	KKR/Pehowa	267.90
5	Kaithal	272.64
6	Jind/Safidon	274.54
7	Karnal/Madhuban	273.60
8	Panipat	272.64
9	Rohtak	274.54
10	Sonepat	276.45
11	Jhajjar	269.80
12	Bhiwani/Tosham	269.81
13	Charkhi Dadri	269.81
14	Mohindergarh	266.00
15	Rewari	266.00
16	Gurgaon	269.8
17	Faridabad	274.55
18	Palwal/Sohna	274.55
19	Nuh/Mewat	269.8
20	Hansi	278.34
21	Hisar	278.34
22	Fatehabad/Ratia	280.24
23	Sirsa	280.24

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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.

ii) **Specifications:-** ISI marked 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.

iii) **Consignee destinations:-** Anywhere in Haryana, as indicated above.

iv) **Sources of supply:**

**Pozzolana Portland Cement:-**

1. M/s Wonder Cement Limited, Village-Jhanswa, Tehsil- Matenhail, Distt. Jhajjar, Haryana.

v) **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.

vi) **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 2<sup>nd</sup> 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 3<sup>rd</sup> 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.

vii) **Delivery period:-** Cement is to be supplied within 20 days after receipt of supply order from the Indenting department/consignee.

viii) **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. Further, the payment will be released by the Indenting Departments/ Organizations in RTGS/Electronic mode only.

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.

- ix) The billing will be made by M/s Wonder cement Ltd. from M/s Wonder Cement Ltd., Village-Jhansawa, Teh- Matenhail, Distt. Jhajjar, Haryana

Other terms & conditions including Delivery Period, Fall Clause will be as per Schedule -'A'/NIT & Schedule-'B' enclosed herewith.

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