

RATE CONTRACT

Regd.
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 Shree Cement Ltd.,
9th Floor, Epitome Tower-B, Building No. 5,
DLF Cyber City, Gurugram (Haryana) -122002
Email: shreecementggn@gmail.com, arun.pandita@shreecement.com

Memo no. 76/HR/RC/E-2/2022-23/ 8686
Dated Panchkula, the 14.11.2022

Subject:- 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.07).

-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.

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 ONE YEAR i.e. 13.11.2023**. The Government reserves the right to bring any other firm/s 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 cases, where payments are not made within time, should be referred to this office for taking necessary action against the defaulters.
10. All disputes will be settled within the jurisdiction of Headquarter of the Directorate of Supplies & Disposals, Haryana, Panchkula.
11. **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 against him.
12. 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.
13. **PRICE FALL CLAUSE:-** The prices 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 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 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 alongwith the bills before releasing their payments.

Please acknowledge receipt of the letter.


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

Endst. No. 76/HR/RC/E-2/2022-23/8687-98


Dated: 14.11.2022

A copy of above alongwith i) copy of Schedule 'A' showing the prices accepted alongwith condition of supply (ii) Schedule "B" i.e conditions of contract applications are forwarded to the following for information and necessary action please:-

1. The Chief Administrator, Haryana Shehri Vikas Pradhikaran (HSVP), Sector -6, Panchkula.

2. The Director General, Agriculture & Farmers Welfare Department Haryana, Krishi Bhawan, Sector-12, Panchkula
3. The Managing Director, HAFED, Sector-5, Panchkula.
4. The Chief Administrator, Housing Board Haryana, C-15 Awas Bhawan, Sector-6, Panchkula
5. The Managing Director, Haryana State Warehousing Corporation, Sector 2, Panchkula.
6. The Managing Director, Haryana State Co-operative Labour & Constructions Fed. Ltd. Bay No. 23-24, Sector-2, Panchkula.
7. The Principal Conservator of Forests, C-18, Van Bhawan, Sector-6, Panchkula
8. The Chief Engineer, Panchayati Raj Deptt. Haryana Plot No.3, Sector 28-A, Panchayat Bhawan, Chandigarh.
9. The Engineer-in-Chief, PWD, B&R Department, Plot No.1, Nirman Sadan, Sector 33/A, Chandigarh.
10. The Vice Chancellor, Kurukshetra University, Kurukshetra
11. The Vice Chancellor, Haryana Agriculture University, Hissar.
12. 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.


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

Endst. No. 76/HR/RC/E-2/2022-23/ 8699

Dated : 14.11.2022

A copy is forwarded to the following for information and ensuring that the GST is paid by the firm to Government against this rate contract :-

1. The Deputy Excise & Taxation Commissioner Gurugram, Haryana.


Deputy Director,
For Director General, Supplies & Disposals, Haryana

Endst. No. 76/HR/RC/E-2/2022-23/ 8700-8706

Dated : 14.11.2022

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

1. The Principal 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. O/o DGS&D, Haryana
- ✓ 6. Computer Programmer, O/o DGS&D, Haryana.
7. Processing Charges. O/o DS&D, Haryana



Deputy Director,
For Director General, Supplies & Disposals, Haryana,



SCHEDULE-'A'

Accepted rates, terms & conditions of M/s Shree Cement Ltd., 9th Floor, Epitome Tower-B, Building No. 5, DLF Cyber City, Gurugram (Haryana)- 122002 e-mail: arun.pandita@shreecement.com, shreecementggn@gmail.com. Firm's/Your Offer no. SCL:DS&D:HY:22 dated 07.07.2022 and your letter dated 10.10.2022 and this office acceptance letter No. 8282 dated 20.10.2020 and your letter No. SCL/HR/2022-23 dated 31.10.2022.

- 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) **Quantity of cement to be supplied in MT: 55,000 MT** ISI marked 43 grade OP Cement & 45,000 P.P. Cement on annual rate contract basis.
- iii) **Destination wise Rates for both OP & PP:-**

Sr. No	Destination	Rates in Rs. per bag of 50Kg inclusive of GST @ 28%, all other taxes : Freight, unloading etc., FOR destination:-	
		43 grade Ordinary Portland Cement	Pozzolana Portland Cement
1	Chd/Pkl/Pinjore/Kalka/ Morni	333.50	292.50
2	Ambala/Sahabad	323.50	282.50
3	Y.Nagar/Jagadhri	323.50	282.50
4	Naraingarh	323.50	282.50
5	KKR/Pehowa	323.50	282.50
6	Kaithal	323.50	282.50
7	Jind/Safidon	323.50	282.50
8	Karnal/Madhban	323.50	282.50
9	Panipat	323.50	282.50
10	Gohana	318.50	277.50
11	Rohtak	317.50	277.50
12	Sonepat	318.50	277.50
13	Bahadurgarh	313.50	272.50
14	Jhajjar	313.50	272.50
15	Bhiwani/Tosham	320.50	282.50
16	Charkhi Dadri	320.50	282.50
17	Mohindergarh	314.50	282.50
18	Rewari	314.50	277.50
19	Narnaul	314.50	282.50
20	Gurugram	317.50	277.50
21	Faridabad	317.50	277.50

Sr. No	Destination	Rates in Rs. per bag of 50Kg inclusive of GST @ 28%, all other taxes : Freight, unloading etc., FOR destination:-	
		43 grade Ordinary Portland Cement	Pozzolana Portland Cement
22	Palwal/Sohna	317.50	277.50
23	Nuh/Mewat	317.50	277.50
24	Hansi	320.50	282.50
25	Hisar	320.50	282.50
26	Fatehabad/Ratia	320.50	282.50
27	Narwana	323.50	282.50
28	Tohana	323.50	282.50
29	Sirsa	322.50	282.50
30	Dabwali/Kalanwali	323.50	282.50

vi) 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, Ajmer (Rajasthan)
2. Shree Cement Ltd., Village & P.O.-RAS, Teh- Jaitaran, Distt. Pali, Rajasthan
3. Shree Cement Ltd. Vill Khukhrana, P.O.- Asan Kalan, Panipat
4. Shree Jaipur Cement Plant, Vill. Asalpur, Phulera, Distt. Jaipur(Rajasthan)
5. Shree Grinding Unit, SP-3/A-11, RIICO Industrial Area, Khushkhera-301707, Distt- Alwar, Rajasthan.
6. Shree cement Ltd., Near NH 15, Village: Udaipur-Udasar, Suratgarh, Distt. Sriganganagar, Rajasthan.
7. Shree Grinding unit, Village-Akbarpur, the- Laksar, Haridwar, Uttrakhand.

PP Cement:

1. Shree Cement Ltd., Bangur Nagar, Beawar, Distt. Ajmer (Rajasthan)
2. 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)
5. Shree Grinding Unit, SP-3/A-11, RIICO Industrial Area, Khushkhera-301707, Distt- Alwar, Rajasthan
6. Shree Cement Ltd., Village Udaipur-Udasar Suratgarh Distt. Ganganagar (Rajasthan)
7. Shree Grinding unit, Village- Akbarpur, the- Laksar, Haridwar, Uttrakhand

- vii) **Sample checking/Inspection:-** It will be 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.


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.

- viii) **Delivery period:-** Cement is to be supplied within 20 days after receipt of supply order from the Indenting departments/consignees.
- ix) **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.
- x) **Payment terms:-** 100% payment for the supplied lot will be made within 30 days after receipt of correct cement at consignee godowns in satisfactory condition duly unloaded/stacked.

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. This is as per provisions contained at Para 17 of G.O. No.2/2/2010-4I-BII of dated 28.05.2010 (or as amended from time to time in this regard).

- xi) **Penalty to firm on Delay in delivery:** Should the contractor fail to deliver or dispatch any consignment within the period prescribed for such delivery or dispatch stipulated in the supply order, the delayed consignment will be subject to 2% penalty per consignment per month recoverable on the value of the stores supplied. The other details will be as per provision contained in sr.no. 14 of "schedule -B' condition of contract.

(Other terms & conditions as per NIT/Schedule-A/B and two copies of Schedule-'B" are enclosed).


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