<u>REGD.</u>

From:

The Director General, Supplies & Disposals, Haryana, SCO. No.09 (1st & 2nd Floor), Sector-16, PANCHKULA.

То

M/s United Petrochem Pvt. Ltd. 44/1A, Village- Sikri, Ballabgarh, Faridabad-121004 (Haryana). E-mail:-info@unitedpetrochem.com, gov@unitedpetrochem.com

Memo No. 114/HR/RC/E-3/2024-2025/ Dated Panchkula, the :-

Subject:- Annual Rate Contract for the procurement of 298 Nos. Hopper Tipper Dumpers in Mahagrams and Grams Panchayats having Populations of 7500 and above required by the Rural Development Department, Haryana. (Sr. No. <u>09</u>).

Dear Sir(s),

With reference to your BID ID No. & dated and this office acceptance letter No. & Dated and your letter No. and Dated 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"/DNIT and Schedule-"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.100/- 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 <u>up-to One Year i.e 08.07.2026</u>. 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 should be supplied strictly as per the approved specifications and terms & conditions 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 shall be accepted under penalty clause of the Schedule "B" unless the delivery period is extended by the competent authority.

6. 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.

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 **Page 1 of 7**

money/security liable to forfeiture, debarring your firm in addition to other remedies as available under the terms of the contracts.

8. All cases, where payments are not made within time, should be referred to this office for taking necessary action against the defaulters.

9. 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.

PRICE FALL CLAUSE: Price fall clause will be as per condition no. 15 of "General 10. Conditions of Supply" as available at Annexure-10. The same is that the price quoted in the tender/quotation or approved in the Rate Contract for the Services shall not exceed in any way the lowest price at which the tenderer/ bidder/ firm/ contractor quote for the supply of the Services of identical description to Central / State Government Institutions/Undertakings/any other person during the delivery period/currency period If, at any time during the delivery period/currency period, the of the rate contract. successful tenderer/ bidder/ firm/contractor reduces the rates/sale price of the quoted Services to any person at the price lower than the price chargeable under the supply order/ rate contract, the tenderer/ bidder/ firm/ contractor should forthwith notify such reduction and inform this office and the price payable under the supply order/contract for the Services supplied after the date of coming into force of such reduction of stand correspondingly reduced to that level. the rates shall The successful tenderer/bidder/firm/contractor shall promptly notify the reduction of rates to this office as well as to the concerned Indenting Officer/ Consignees. The tenderer/bidder/firm/contractor shall also give a certificate on their bills that the rates charged by them are not in any way higher to those quoted by them to any Central / other State Government etc., during the corresponding period. The Indenting Officer shall be required to ensure that requisite certificate is given bv the concerned firm/bidder/contractor on the bills before releasing their payments.

11. 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.

Yours faithfully,

Joint Director, Supplies & Disposals, For & On behalf of Governor of Haryana

Dated

Endst. 114/HR/RC/E-3/2024-2025/

A copy (i) copy of Schedule 'A' showing the prices accepted along with conditions of supply (ii) Schedule "B" i.e. conditions of contract applications are forwarded to the Director, Rural Development Department, Haryana, 30 Bays Building, Sector-17, Chandigarh-160017 w.r.t. their indent No. HSSBM/SPM/2024/6132 dated 23.12.2024 for information and necessary action please.

(i) They may send indent for the requirement of the vehicles included in the Schedule "AI" attached direct on the approved contractors under intimation to this office.

- (ii) The security deposited by the firm 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.
- (iii) The Inspection of the vehicles shall be arranged by the Indenting Officer/Consignees or their authorized representatives at destination as per approved specifications and terms & conditions before assigning it on duty.
- (iv) Please report all cases in which contractor fails to effect supply within the delivery period stipulated in the Schedule "A"/DNIT 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.

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

21.

Endst. 114/HR/RC/E-3/2024-2025/

A copy of the above is forwarded to the Deputy Excise & Taxation

Dated

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

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

Dated 9/7/25-

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

Commissioner, Faridabad (Haryana) 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/Director of Industries and Commerce, J&K, Shrinagar.
- 5. A St. Section O/o DGS&D, Haryana.

Programmer O/o DGS&D, Haryana.

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

SCHEDULE - "AI"

Accepted rates of M/s United Petrochem Pvt. Ltd., Faridabad E-mail:-<u>info@unitedpetrochem.com</u>, <u>gov@unitedpetrochem.com</u> and your BID ID. No. 1234455 and your letter No. Nil dated 02.06.2025, this office acceptance letter No. 6555 dated 04.07.2025 & your letter dated 03.07.2025.

Sr. No.	Description of Store	Qty. (In Nos.)	Rates in Rs. per vehicle inclusive of all duties/taxes & GST @18% /Cess, freight charges, Temporary registration charges, Transit insurance & FOR destination etc.
1.	Hopper Tipper Dumpers	298	6,50,000/-
	The Detailed Terms & Condi	tions will be as	per NIT/Schedule "Ô.

Detail Technical specification:-

Capacity	2.5 m ³	
Material	Mild Steel from SAIL/TATA/JINDAL Steels Mild	
	Steel (IS 8500:1991/IS2062)	
Garbage Window, type	Hinged	
Back Door Type	Hinged	
Material sizes: ····		
Bottom	3.0 mm	
Sides	2.5 mm	
Тор	1.6 mm	
Garbage window	2.0 MM	
Back Door	2.0	
Window Frame	SA25x3	
Stiffeners	MC75x40 and SA25x3	
Painting: (Complete Inside and out side)		
Base	Red Oxide Primer, 2 Coats	
Finish	Synthetic Enamel, 2 Coats	
Tipping Angle (Degree)	45-50	
Tipper Body Pivot Length (mm)	2000 mm approx.	
Tipper Body Length (mm)	2200 mm approx	
Tipper Body Height (mm)	850 mm approx	
Overall Height of Tipper from Ground (mm)	1800 mm approx	
Dumping Height (mm)	600 mm approx	
Hydraulic System	Yes	
Tipping Hydraulic System components	LIFT WELL/Rexroth/Vickers/Yuken/Techno	
(Make)	Hydraulics/Parkar/Wipro	
Hydraulic System Driven by	РТО	
Tipper Container Material	Mild Steel (IS 8500:1991/IS2062)	
Tipping Hydraulic Jack capacity	Not less than 1.5 tonn.	
No. of compartments	02 (1:2 ratio for dry and wet waste	
-	respectively)	

Colour Codes	Blue for Dry and Green for wet waste	
No. of Windows	02 for each compartments	
No. of Dumping Doors	01 for each compartments	
Specifications for Mounting Vehicle	an each compartments	
Vehicle Category	SCV/LCV	
Vehicle Engine Cubic capacity (cc)	700-1000 cc	
Type of Fuel	Diesel	
Vehicle Emission compliance	BS-VI	
Number of Cylinder in Engine (Nos.)	2-4	
Warranty Period	1 Year or 1 Lakh Kms	
Certification	For compliance with pollution standards, safety standards of components and road worthiness as per CMVR Rule, Registration to Local RTO (Regional Transport Office)/ RTA (Regional Transport Authority) By seller for complete equipment with chassis and availability of test reports for all critical components from the manufacturer or OEM of Engine, Transmissions and other critical components wherever necessary etc, shall be from any ILAC or NABL accredited/Central Govt. Lab test.	

(Details specifications as per DNIT submitted by you and approved by the Technical Committee)

Terms & Conditions:-

- 1. <u>Prices</u> : The above rates are on consignee destination basis anywhere in Haryana at supplier's risk .
- 2. <u>Place of delivery</u>:- Anywhere in Haryana.
- 3. F.O.R. :- The above rates are FOR destination basis at supplier's risk.
- 4. GST @18% :- Inclusive in above rate.
- 5. Freight Charges :- Inclusive in above rate.
- 6. <u>Delivery period</u>:- Within 02 months from the date of issue of supply order.
- 7. <u>Payment</u> :- 100 % payment will be made within 30 days after receipt of physical delivery of inspected / accepted vehicles at consignee destination.
- 8. <u>Warranty</u>: 1 year or 1 Lakh Kilometer whichever is earlier.
- **9.** <u>Inspection</u>:- The inspection of the Hopper Tipper Dumpers will be carried out at the premises of firm, by the committee/authorized representative of Rural Development Department, Haryana before taking delivery of vehicles as per 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

Page 5 of 7

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

- Indemnification: The firm/ contractor shall furnish an under taking on Non Judicial 10. Stamp Paper of appropriate value to the effect that he shall comply with all the Acts, Laws or Regulations as may be applicable with regard to performance of work, including but not limited to the Minimum Wages Act, Contract Labour (Regulation and Abolition) Act, ID Act, Shops and Establishment Act, Factory Act, Workmen Compensation' Act etc. from time to time and take such steps as may be directly responsible for any dispute arising between him and his drivers/workers and keep the concerned Govt. Department/ Organization indemnified against all losses, damages and claims arising there from. Further he (the firm/ contractor) shall pay minimum wages as prescribed by the State/Central Govt. to all his operating crew and shall be responsible for fulfilling the requirements of all statutory provisions of all the aforesaid Acts including Employees Provident Fund Motor Vehicle Act, Bonus Act, Gratuity Act and other industrial enactments at his own risk and cost in respect of all the drivers/staff employed by him. If due to any reason, whatsoever, the concerned Govt. Department/ Organization is made liable, It shall be recovered by the concerned Govt. Department/ Organization from any pending dues of the contractor. In case the pending dues are less than the liability, then the balance shall be deposited by him (the firm/ contractor).
- 11. <u>Penalty Clause on delay in delivery</u>: In case the firm fails 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".
- Price Fall Clause:-Price fall clause will be as per condition no. 15 of "General 12. Conditions of Supply" as available at Annexure-10. The same is that the price quoted in the tender'/quotation or approved in the Rate Contract for the Services shall not exceed in any way the lowest price at which the tenderer/ bidder/ firm/ quote for the supply of the Services of identical description to contractor Central / State Government Institutions/Undertakings/any other person during the delivery period/currency period of the rate contract. If, at any time during the delivery period/currency period, the successful tenderer/ bidder/ firm/contractor reduces the rates/sale price of the quoted Services to any person at the price lower than the price chargeable under the supply order/ rate contract, the tenderer/ bidder/ firm/ contractor should forthwith notify such reduction and inform the price payable under the supply order/contract for the this office and Services supplied after the date of coming into force of such reduction of the stand correspondingly reduced to that level. rates shall The successful tenderer/bidder/firm/contractor shall promptly notify the reduction of rates to this office as well as to the concerned Indenting Officer/ Consignees. The tenderer/bidder/firm/contractor shall also give a certificate on their bills that the rates charged by them are not in any way higher to those quoted by them to any Central / other State Government etc., during the corresponding period. The Indenting Officer shall be required to ensure that requisite certificate is given by the concerned firm/bidder/contractor on the bills before releasing their payments.

13. <u>Arbitration Clause</u>:-

The Arbitration if any will be decided as per the provision contained at Sr. No.18 of "Schedule 'B' Gonditions of Contract"

14. Jurisdiction:-

All disputes will be settled within the jurisdiction of the Head Quarters of Director, Supplies & Disposals, Haryana at Panchkula

15. The quantity of Stores can be increased or decreased.

(OTHER TERMS & CONDITIONS AS PER SCHEDULE-A/DNIT & SCHEDULE-B ATTACHED).

Encls.a/a

Joint Director, Supplies & Disposals, Haryana, For & On behalf of Governor of Haryana.