

REGD.

ORDER

Whereas, an online tender was floated by this office as indent was received for arranging annual Rate Contract for the procurement of Black Polythene Covers (LDPE) from the Food Civil Supplies & Consumer Affair Deptt., HAFED & Haryana State Warehousing Corporation. And whereas, the tender was opened on 15.04.2025. In response thereto, following 07 firms have submitted their online bids.

- i. M/s Atul Industrial Corporation, Jabalpur.
- ii. M/s Shivalik Agro Poly Products Ltd; Mohali.
- iii. M/s Climax Synthetics Pvt. Ltd. Vadodara.
- iv. M/s Bag Poly International, Karnal (MSE-SMALL)
- v. M/s Tandhan Polyplast Ltd, Kolkata.
- vi. M/s Arun manufacturing Services (P) Ltd, New Delhi.
- vii. M/s Tarpaulins India Tarp (P) Ltd, Sonipat (MSE-SMALL).

And whereas, the offer/documents of the above said firms were examined in the Technical Committee meeting held on 22.07.2025 and all the above mentioned seven firms including namely M/s Arun Manufacturing Service (P) Ltd., New Delhi were found to be as per DNIT.

And whereas, the Financial Bids of technically responsive and qualified firms were opened on 06.08.2025. Thereafter, the case was put-up before the High Powered Purchase Committee in its meeting held on 12.09.2025 for their consideration and decision. As per decision of High Powered Purchase Committee, the rate contract was issued in favour of firm namely M/s Arun Manufacturing Services (P) Ltd, New Delhi (herein after referred as firm) for the supply of 2000 Covers @ 10,400/- per piece (incl. of GST @ 18%, Freight Charges & FOR destination, anywhere in Haryana etc. The rate contract was issued on 30.10.2025 which was duly accepted vide their office acceptance letter No. 9386 dated 17.10.2025 at the following rate:-

Sr. No.	Description of store	Quantity	Rates in Rs./ per cover incl. of GST & any other taxes/ duties
1	BLACKPOLYTHENE COVERS (LDPE)	2,000 nos. covers (On annual R/C basis)	10,400/-

And whereas, after receipt of security along with copies of Schedule-"B" (Condition of Contract) detailed rate contract was issued bearing rate contract No. 9981-9984 dated 30.10.2025. The rate contract was governed by several conditions, including PRICE FALL CLAUSE (Sr. No.11 at page No.2 of above rate contract).

Condition no. 11 of Rate Contract is reproduced as under :-

“PRICE FALL CLAUSE:- The price 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 GeM/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 reduce the rate, sale price of quoted stores to any person at the price lower than the price chargeable under this supply order/ contract, you are required to inform this office and price payable under the supply order/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 a certificate on your bills that the rates charged by you are not in any way higher to these quoted to the GeM 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 on the bills before releasing their payments.”

And whereas, after the issuance of the detailed rate contract, a complaint of Mr. Shubham Sarkar, Advocate, S-13, Radha Krishna Complex Zone, 2 M.P. Nagar, Bhopal, (M.P.) addressed to the Chief Secretary Haryana has been received in this office vide email dated 22.12.2025 through the office of the Additional Chief Secretary, Finance Department, Haryana wherein it has been stated that firm namely M/s Arun Manufacturing Services Pvt. Ltd. accepted the Supply Order of 890 Nos. of same Product with higher weight than that of DGS&D, Haryana Rate Contract @ Rs. 9,260.64 per each cover vide GeM Contract No. GEMC-511687702136589 dated 29.10.2025 placed by Food Corporation of India, Regional Office, Panchkula, Haryana. The rate of difference is Rs 10,400 (-) 9260.64 = Rs.1139.36/- per cover.

And whereas, this office vide Registered Final Show Cause Notice dated 03.03.2026 issued to M/s Arun Manufacturing Services (P) Ltd., New Delhi requested to explain the position within 15 days as to why their Earnest Money/Security may not be forfeited and why the firm may also not be blacklisted/ debarred from doing business with Government of Haryana on account of un-business like dealing. The firm had submitted reply on dated 06.03.2026 & 09.03.2026.

And whereas, in the interest of justice, an opportunity of personal hearing was given to the firm and was accordingly called upon to appear on 13.03.2026 at 11:15 A.M. vide letter dated 09.03.2026 and during personal hearing the representative of the firm reiterated their version inter-alia that “the final negotiated rate of Rs 9260.64/- per cover was quoted and finalized


during reverse auction on 22.09.2025 (by FCI), which was much prior to the DS&D Haryana Rate Contract period". Whereas as fact show no merit in their arguments as delivery period of FCI was from 29.10.2025 to 28.11.2025 which overlaps with the DS&D Rate Contract dated 30.10.2025 (valid upto 28.10.2026). Moreover, the weight of LDPE cover required by DS&D is 53kg while FCI LDPE cover wt. is 55kg, which was duly considered while deciding the present case.

Now, therefore, expedient in the public interest, the entire record of the case including the replies submitted by the firm against the show cause notices was carefully reviewed. The reply to the show cause notice was found factually unsustainable. Hence, it is concluded that excess amount Rs.22,78,720/- is recoverable from the firm as per above mentioned condition no. 11 of the Rate Contract. Therefore, firm is directed to pay excess amount charged as difference mentioned above, within 15 days from the date of passing this order and failing which the same will be recovered from pending payment and security deposits along with other penal actions.

This is without prejudice to all other right and remedies permissible to the Govt. under the terms and conditions of the contract.

It is hereby ordered accordingly.

Dated:-



Pankaj, IAS,
Director General, Supplies & Disposals,
Panchkula, Haryana

Endst No. 200/HR/RC/TLA-1/2024-25/ 29626

Dated 01/09/2026

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

1. The Director, Food Civil Supplies and Consumer Affair Department, Haryana 2nd Floor, 30 Bays Building, Sector-17, Chandigarh.
2. The Managing Director HAFED, Hafed Complex, Sector-5, Panchkula.
3. The Managing Director, Haryana State Warehousing Cooperation, Bays No. 15-18, Sector-2, Panchkula.
4. Section officer O/o Supplies & Disposals Department, Haryana.
5. Security Assistant O/o Supplies & Disposals Department, Haryana.
6. Programmer, O/o Supplies & Disposals Department, Haryana.
7. M/s. Arun Manufacturing Services (P) Ltd, B-53, F.F. Complex, Rani Jhansi Road, Jhandewalan, New Delhi, Email:- amspoly@outlook.com


Executive Engineer,
For Director General, Supplies & Disposals,