

SUPPLIES & DISPOSALS DEPARTMENT, HARYANA
Bays No. 3-6, IInd Floor, Sector-02, Panchkula-134109 (Haryana)
e-mail:- supplies@hry.nic.in , website:- dsndharyana.gov.in

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 Tarpaulins India Tarp (P) Ltd, Sonipat 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 Tarpaulins India Tarp (P) Ltd, Sonipat (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. 9387 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, an email dated 05.03.2026 was received in the office of DS&D from Mr. Abhinav. A similar complaint addressed by Mr. Abhinav to the Chief Minister, Haryana dated 05.03.2026 was also forwarded to this office vide email dated 06.03.2026 from the office of Additional Chief Secretary, Finance Department, Haryana. Wherein it has been alleged that the Tamil Nadu Civil Supplies Corporation, Chennai, had finalized a tender for the supply of LDPE black polythene covers at Rs. 9,580/- per cover (including taxes and free delivery within Tamil Nadu) whereas the approved rate under the DSD Haryana Rate Contract was Rs.10,400 per cover. It was further intimated that the final rate quoted and awarded to M/s Tarpaulin India Tarp Private Limited in the said tender was lower than the rate approved under the existing DS&D Rate Contract, which prima facie appeared to be in violation of the price fall clause. Accordingly institution of action for Blacklisting of the firm and forfeiture of EMD was proposed. It is pertinent to mention here that the technical bid of

firm was opened on 23.12.2025 by the Tamil Nadu Civil Supplies Corporation, Chennai and order was finalized on 06.02.2026. The difference of rate is Rs.10,400(-)9580 = Rs.820/- per cover. Pertinently, Rate Contract issued by DS&D is valid from 29.10.2025 to 28.10.2026.

And whereas, this office vide Registered Show Cause Notice dated 17.03.2026 issued to M/s Tarpaulins India Tarp (P) Ltd, Sonipat requested to explain the position within 15 days as to why its Earnest Money Deposit/Security should not be forfeited and why the firm should not be blacklisted/debarred from doing business with Government of Haryana on account of un-business like dealing. The firm submitted its reply vide letter dated 18.03.2026.

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 08.05.2026 at 11:15 A.M. vide letter dated 01.05.2026.

The firm reply in response to the show cause notice interalia is as under:-

- i. *"It is admitted that a Rate Contract dated 04-02-2026 was finalized for the supply of LDPE black polythene covers at Rs.9580/- to Tamil Nadu Civil Supplies Corporation, Chennai, but the terms and conditions were different and less onerous and cost effective as well from those of the present tender as to be stated in additional reply below, on account of which it will be explained and made clear that there was no violation of the Price Fall Clause and no adverse action needed against the answering party as stated.*
- ii. *It is to be stated that when terms and conditions of two tenders are roughly the same, the answering Party was bound by the Price Fall Clause, but if admittedly some onerous clauses were absent in the Tamil Nadu tender from the present one and therefore cost effective for the answering Party, then certainly the cost of LDPE black polythene cover at Rs.9580/- in place of Rs. 10400/- was justified.*

However, since it was the first supply transaction between the parties, the answering party missed to inform it as required, but this was a bonafide and unintentional error, which would never be repeated in future."

Now, therefore, expedient in the public interest, the reply submitted by the firm has been carefully considered and examined. However, the reply submitted by the firm is not found satisfactory or tenable. Accordingly, it is concluded that excess amount Rs.22,96,000/- is recoverable from the firm in terms of condition no.11 of the Rate Contract reproduced herein above. Therefore, firm is hereby directed to deposit pay recoverable amount of Rs.22,96,000/- within a period of 15 days from the date of passing

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this order. Out of the total recoverable amount Rs.22,96,000/-, the firm shall deposit the amount Rs.6,56,000/- with Food, Civil Supplies & Consumer Affairs Department and Rs.16,40,000/- with Hafed within 15 days from the date of passing this order, failing which the same shall be recovered from pending dues/payment of the firm in accordance with law and condition of contract 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:- 18-05-2026

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

Endst No. 200/HR/RC/TLA-1/2024-25/2900 Dated 21/05/26

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

1. The Director, Food Civil Supplies and Consumer Affairs 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 Tarpaulins India Tarp (P) Ltd, Piao-Maniyari, Narela Road, Kundli, Distt., Sonipat., Email:- titpltd@gmail.com


Executive Engineer,
For Director General, Supplies & Disposals,
Panchkula, Haryana

