Government of India
Directorate General of Supplies & Disposals,
Jeevan Tara Building, 5 Sansad Marg, New Delhi-110001
Tel Number 23360610/23360537

Rate Contract No. 43 Grade/SC-2/RC-41020000/1210/92/04564/2193

Dated: 16-MAR-10

To

PARASAKTI CEMENT
INDUSTRIES LTD
301 3rd floor Manjera
Square Opp Mythri
Hospital Ameerpet
Hyderabad
ANDHRA PRADESH - 500038

Sub: Rate Contract for the Supply of 43 Grade Ordinary Portland Cement
Valid from 01-JAN-10 to 31-DEC-10.

Ref: (1) This office Tender Enquiry No. 43 Grade/SC-2/RC-41020000/1210/92 opened on 08-DEC-09.
(2) Your Quotation No. 43 grade/SC-2/RC-41020000/1210/92 dated 19-NOV-09.
(3) Your Counter offer No. Nil Dated 13-MAR-10.

Dear Sir,

You are hereby informed that your above referred read with subsequent letter mentioned above for the srores specified in the schedule annexed,has been accepted. This Rate Contract will be governed by the terms and conditions brought in the form No. DGS&D-1001 available from DGS&D Sales Counter on payment of Rs.50/-. The Rate Contract and the schedule annexed hereto shall be the sole repository of this rate contract/transation. The rate for various quarters will be intimated later on.

SCHEDULE ANNEXED:
1.SCHEDULE 'A'-Description of stores.
2.SCHEDULE 'B'-Special conditions of contract.

Your faithfully,

(Rishi pal)

Assistant Director/Section Officer/Dy. Director
For And On Behalf Of The Purchasers Named In DGS&D-1001.

Download Date: 08-MAR-14

Copy To:

1.The Chief Controller of Accounts,Department of Commerce,New Delhi/COA Mumbai/COA Kolkata,COA Chennai.(Through authentication cell).This issues with the approval of competent authority.
2.Deputy Director General of Supplies & Disposals,Chennai.
3.Deputy Director General of Supplies & Disposals,Kolkata.
4.Deputy Director General of Supplies & Disposals,Mumbai.
5.Deputy Director General (QA),Chennai.
6.Deputy Director General (QA),Kolkata.
7.Deputy Director General (QA),Mumbai.
8.Deputy Director General (QA),DGS&D.
9.Inspection Authority ADG(QA) DGS&D, New Delhi - 110001.
10.Quality Assurance Officer Director (QA) Delhi Directorate/Mumbai/Chennai/Kolkata.
11.Concurrent Audit
12.MIS Cell.
13.Ledger Clerk.
14.O.L.ection
15.All Direct Demanding Officers as per mailing list maintained by DGS&D.

(Rishi pal)
Assistant Director (S) /Section Officer / Deputy Director
FOR DIRECTOR GENERAL OF SUPPLIES & DISPOSALS

Download Date: 08-MAR-14

SCHEDULE 'A'

1. RATE CONTRACT NO: 43 Grade/SC-2/RC-41020000/1210/92/04564/2193
   DATED: 16-MAR-10
2. (a)NAME AND FULL ADDRESS OF THE FIRM :

   PARASAKTI CEMENT INDUSTRIES LTD
   301 3rd floor Manjera Square Opp Mythri Hospital
   Ameerpet
   Hyderabad
   ANDHRA PRADESH - 500038
   TEL NO. - 23745361 23745362
   FAX - 23735244 23747562
   EMAIL - pratimapappu@yahoo.com

   (b)NAME AND FULL ADDRESS OF THE MANUFACTURER:

   1) PARASAKTI CEMENT INDUSTRIES LTD
      Jettipalem Vilage, Rentachintala mandal, Gunture Distt, Andhra Pradesh - 522421

   (c)BRAND NAME : PARASAKTI
3. VALIDITY OF RATE CONTRACT: 01-JAN-10 TO 31-DEC-10
4. DESCRIPTION OF ITEM,SPECIFICATION,UNIT,RATE.

Item SrNo.	Plant name	Description of Stores and Specification	Unit	Offered Qty.	Rate PMT(Rs.)	For Quarter
1	GUNTUR DISTRICT,ANDHRA PRADESH	43 Grade Ordinary Portland Cement IS:8112/89 With Amdt No. 1 to 6 ITEM DETAIL SAME AS SCHEDULE	MT	18000	2292 Rs. TWO THOUSAND TWO HUNDRED NINETY-TWO ONLY	Q1

DISCOUNT BY DELIVERY LOCATION:--

NOTE: Whereas Rates are on ex-works/ex-siding basis the orders are to be placed on the R/C holding firm who emerges the lowest after accouning for freight up to consignee/station where stores are required.

5. TERMS OF DELIVERY: Ex-works
6. DESPATCH INSTRUCTIONS: Ex-works - Supply being Ex-works, consignees will make their own transportation arrangement for lifting cement from the firm's works.
7. EXCISE DUTY CLAUSE: The amount of E.D. included in the above Price is: @ Rs.236.90 PMT
8. SALEX TAX: LST/CST: @ 12.5% extra.
   ANY STATUTORY VARIATION IN ED AND SALES TAX WILL BE TO THE PURCHASER'S ACCOUNT.
9. MONETARY lIMIT: No limit
10. SLAB DISCOUNT: Nil

Value from	To	% Discount
11. PRICES: (i) The prices on Ex-works/Ex-siding basis are firm and final inclusive of ED and packing charges.
12. MINIMUM QUANTITY.
    IN SINGLE SUPPLY ORDER: Not applicable
13. STATUS OF THE R/C
    HOLDING FIRM: LSI
14. PAYING AUTHORITY: COA CHENNAI
    The Deputy Controller of Accounts, Deptt. of

Download Date: 08-MAR-14

Supply
Shastri Bhawan, 26, Haddows Road
Chennai - 600006

15. QUALITY ASSURANCE AUTHORITY: ADG(QA) DGS&D,NEW DELHI.

16. QUALITY ASSURANCE OFFICER: DIR(QA) HYDERABAD
DIR(QA) OR His Authorised Reprentatives
Hyderabad
ANDHRA PRADESH -

17. PLACE WHERE STORES ARE TO
BE TENDERED FOR INSPECTION:As per 2(b) above.Pre-despatch inspection not required.

(Rishi pal)

Assistant Director (S) /Section Officer / Deputy Director

FOR & ON BEHALF OF THE PURCHASERS NAMED IN DGS&D-1001.

Download Date: 08-MAR-14

SCHEDULE'B'

SPECIAL CONDITIONS OF THE CONTRACT

Special. Condition where they differ form the general conditions over ride the latter.

1. Name of the Purchasers :
(i) The President of India
(ii) The Governor of States specified in the constitution of India
(iii) Chief Commissioner/Chief Civil Administrator/Lt.Governor of Union Terrotories.

2. Period of Contract :-
2.1 The Contract will remain in force for a period of one year. However the prices will be decided on quarterly basis.

3. Against the R/C, orders shall be placed as long as they reach the R/C holders on or before the last date of the currency of the R/C. Orders received during the closing days should be completed within due course in accordance with the terms and conditions of the contract even through in some case supplies cannot be arranged within the last date of contract.
4. Direct Demanding Officer :-

4.1 As the Rate Contract will be centrally operated SC Dte. of Directorate General of Supplies & Disposals New Delhi will be placeing orders on behalf of the purchasers mentioned above.
4.2 The supplies against the rate contract shall be only for stores having ISI mark. In no case, the supplies against this rate contract shll be accepted after the expiry of the validity of the BIS Licence unless so permitted by BIS. It shall be the responsibility of the contractors to obtain renewal of the licence if expiring during the currency of the R/C and/or obtain the permission of the BIS that they are permitted to continue to supply the stores to ISI mark pending renewal.

5. DSCRIPTION OF STORES & SPECIFICATION ;
SAME AS SCHEDULE 'A' at Sl No.4
5.1 PACKING :
5.2 Cement is to be packed in HDPE bags conforming to as per IS : 11652/2000
5.3 .2 Supplies in poly Jute/poly prophylence bags will be subject to concurrence of the purchaser.
5.3.3 The net mass of cemet per bags shall be 50 kg. The permissible tolerance on the mass of cement packed in accordance with the requirement in the standards of weights and measures (packed commodities) Rules 1997

6. PRICES :

6.1 The prices of cement to be supplies against the contract will be on firma and fixed basis. Prices will be fixed on every quarter.
6.2.1 The prices are inclusive of excise duty. The present rate of excise duty included is indicated alongwith the price details.
6.2.2. Any variation in excise duty will be to buyers account. While claiming ED the suppliers at the time of submitting the bills shall furnish the following certificates :

" Certified that the amount of Rs…….claimed as E.D in this bills is in accordance with the provisions of the rules in all respects and that the same has been paid to the Excise Authorities in respects of the stores covered by this bills.

6.2.3. The bills will be supported with :

A. Certificate with each bill to the effect that no refund has been obtained in respect of the reimbursement of Excise Duty made to the contractors during 3 months immediately preceeding date of claim covered by the relevant bills
B. Firm's/Mill's Statutory Auditor's Certificate as to whether any refunds have been obtained or applied for by the firm/mill or not in the preceeding financial year after the annual audit of their accounts also indicating details of such refund applications, if any.
C. Certificate along with the final payment bills of the firm/Mill to the effect whether or not they have any pending appeal/protest for refund or partial refund of

ED already reimbursed to the firm/mills by the govt. pending with the Excise Authorities and if so the nature, amount involved and the position of such appeals. This certificate should be signed by the firm's/Mill's MD/Manager/Accountant.
D. An undertaking to the effect that in case it is detected by Government that any refund from Excise Authorities was obtained by firms/mills after obtaining reimbursement from the Controller of Accounts and the same is not immediately refunded by the firm/mills to the COA, Government will have full authority to recover such amounts from firms/mills outstanding bills against the particular contract or pending govt. comtract and that no dispute on this account would be raised by the suppliers.

6.3 SALES TAX :
6.3.1 Sales Tax, if legally leviable, will be paid in addition to the prices given in relevant clause of the RC unless the quoted prices are inclusive of ST.
6.3.2 Besides Sales Tax, any other tax, duty levy or charges by whatever name called, legally leviable on the seller by Central Government or a State Government or a local authority in respect of the Sale of cement will also be payable by the buyers in addition to the prices accepted.
6.3.3 The suppliers shall furnish the following certificates under their dated signatures in their relevant bills for S.T. " Certified that the goods on which sales tax has been charged, have not been exempted from the Central Sales Tax Act, or the State Sales Tax or the rules made there under, and the amounts charged on accounts of ST on those goods are not ;more than what is payable under the provisions of the relevant Act or the rules made there under.

Certified further that we (our branch or agent) are registered as dealers in the stat of _____ under registered as local Regn. No. _____ in the State of _____ under Regn. No._____ for the purpose of S.T.

Note : A record not of quantity of, value amount of freight packing charges and ED on packing charges may be kept and a quarterly statement indicating the same alongwith indentor,consignee and Head of Accounts be submitted to DGS&D.

7. Inspection Procedure:

7.1 Each and every consignment of supplies will not be inspected, with a view to ensure quality of stores as per contract, the inspecting officer will visit the contractor's works periodically (say once in two months) and audit the working of the quality systems in place.
7.2 The Contractor shall provide every facility to the inspecting officer during his visit for conducting necessary checks and verifications as well as for testing of samples drawn during inspection in the laboratory. A proforma has been prescribed for these checks/tests.

7.3 Contractor's responsibility:
a) The Contractor shall maintain at each works, a log book of results of tests conducted on the samples drawn from each day's production. These books shall be kept open for the inspecting officer for his verification during his visit.
b) The contractor shall certify in every challan relating to each dispatch that the cement dispatched by them has been tested in their works and that it fully confirms to the contract specifications. The contractor shall send to the DGS&D supply wing and to the inspecting officer monthly list of dispatches made, giving dispatch particulars, the name of the consignee and the order details against which the dispatches have been made.
c) The contractor will collect from each day's loading samples aggregating not less than 2.5 Kgs in the manner as prescribed in the specification. At the end of each month, the samples daily collected shall be thoroughly mixed in to one lot and divided into three samples weighing not less than 4.5 Kgs each. One of these samples shall be sealed and retained by the works and balance two samples are to be sealed and forwarded by the contractor to NTH for testing at their own cost stating the month and year to which the samples represent.
d) The NTH will be requested to issue report of the tests to the contractor as well as to the inspecting officer and the zonal DDG(QA). Test charges for the testing at

NTH shall be borne by the contractor irrespective of the test results. The NTH will open one sealed sample for tests and preserve the other with seals intact as the reference sample for tests in case of dispute.
e) In case the samples fail at NTH, the dispatches made out of the production of that particular months which were represented by the sample will remain under dispute. If the next monthly sample also fails, it will be within the competence of the buyer and the inspecting officer to instruct the particular works to suspend further dispatches against the contract until further instructions.

In case of dispute about the test results reported by NTH, if the contractor so desires, the reference sample may be tested at NTH in presence of the contractor and inspecting officer/indentor. The results of such tests shall be binding on the contractor as well as on the DGS&D. In case of the adverse test results, the contractor/works shall forward to each of DGS&D, Inspecting Authority, Inspecting Officer, Consignee, Indentor and Controller of
Accounts, a list of dispatches made out of the production of the month to which the sample in question related, giving the number of the orders against which these dispatches were made, the consignment R/R numbers and dates and other particulars like bill, Challan numbers/dates.

7.4 Responsibility of the Inspecting Officer:
a) The Inspecting Officer during his periodic inspection visit shall conduct audit on the quality systems in position at the contractor's works. The checks/tests shall be carried out as per the proforma prescribed for this purpose.
b) The Inspecting Officer shall collect a minimum of 12 samples in duration of not less than 2 hours. These samples shall be thoroughly mixed and divided into 2 parts each weighing not less than 4.5 Kgs Net. Spot tests shall be carried out on one part of this sample in the contractor's laboratory in the presence of the Inspecting Officer.
c) Results of spot tests shall be intimated by the inspecting officer to DGS&D and to the Controller of Accounts for information. The second part of the spot test sample shall be retained by the contractor, duly sealed joined by him and the Inspecting Officer for further reference.
d) In case the spot test results are not satisfactory, the dispatches against the rate contract from the day's production shall be suspended with immediate effect and such suspension shall remain in force until corrective actions are taken by the contractor and fresh samples drawn for spot tests give satisfactory results.

7.5. Consignee's responsibility:
a) The consignee will check the number and condition of the bags and test weight of the bags and thereafter issue a clear consignee receipt certificate (CRC). After the issue of CRC, if a claim is made by the consignee regarding shortage/damage/loss in weight of bags, the contractor will not be responsible and no deduction will be made from the bills by the Controller of Accounts.
b) The consignee will have option to draw sample within reasonable time i.e.within45 days from the actual receipt of wagons. He shall intimate to the contractor and to the inspecting authority by registered post, his intention of drawing samples for confirmatory tests at NTH, giving them a notice of 14 days and requesting them to be present at the time of drawing samples at his end if they chose to do so. The test results of the samples thus drawn would be binding on all concerned. In the event of the consignee not exercising option of drawing the samples within the reasonable time as stated, any complaint regarding quality will not be binding on the contractor and the test results of monthly samples would be taken into consideration.
c) For the purpose of drawing samples at consignee's end jointly as above, three samples of 4.5 Kgs each shall be drawn in accordance with the laid down procedure in the specification and the samples shall be jointly sealed. One of these samples shall be handed over to the contractor for their own testing and other sealed samples shall be forwarded to NTH. NTH will test one of the two samples forwarded to them and take other as reference sample. The test charges for this testing at NTH shall be borne by the consignee unless the samples fails in tests at NTH, in which event the test charges shall be borne by the contractor.
d) If the representative of the contractor and the Inspecting Officer do not respond

to the notice or do not participate in the drawls of samples as above, the consignee shall draw the samples himself and forward two sealed samples to NTH for tests in the same manner as stated above and send the third sample to the contractor under intimation to the contractor and the inspecting officer.

e) In the event of the failure of test results at NTH, a sealed reference sample kept with NTH may be tested at NTH in presence of the representatives of contractor and the consignees if the contractor so desires. Results of such tests shall be binding on all parties concerned.

f) After receipt of NTH test results, when it is established that some substandard supplies have been made by the contractor to the consignee, supplies if any remaining unconsumed with consignee shall be returned by the consignee to the contractor at contractor's cost

(g) If, however, some or all of the substandard supplies happens to have been consumed and if the indenting officer who placed the order(s) feels, the same can be accepted under deviation with suitable price reduction, he will forward his recommendations to the purchaser i.e. DGS&D for a final decision in the matter and for arranging recovery from the contractor. The price reduction that may be imposed by the DGS&D shall be binding on the contract.

h) In case the cement is unconsumed and cannot be accepted under deviation, the contractor would reimburse and indemnify the cost in full.

8. CONDITIONS COVERING CONTRACT :

8.1 The rate contract and all the supply orders placed against the rate contract shall be governed by the General conditions of Contract DGS&D-68 (Revised) DGS&D 69 and DGS&D-229 as amended upto date.

8.2 ACKNOWLEDGEMENT OF SUPPLY ORDERS:

8.2.1 The supply orders received should be acknowledged as per the following format duly signed. The acknowledgment is to be sent within 7 days or receipt of the order to the Director (Supplies) Steel and Cement Dte.,DGS&D, Parliament Street, New Delhi-110001.

" This is to acknowledgement receipt of your supply order No……..dated……..the stores ordered in the supply order _____ will be supplied on the delivery date)s) stipulated by you viz._____. The stores ordered by you cannot be supplied by the delivery dates stipulated by you or in the supply orders but supplies can be made as under :-

Quantity Date

Signature of Contractor.

8.2.2. The Contractor should examine the supply order placed against this RC immediately on their receipt and bring to the notice of the purchase Officer concerned within 7 days of the receipt of S/O any discrepancy with regard to the nomenclature, specification etc., of the stores ordered for due rectification. The letter to the Purchase Officer, should be sent are clear for acceptance, should not held up and supplies are arranged by the date mutually agreed upto between the contractor and the Purchase Officer.

8.3 DELIVERY PERIOD

8.3.1. Bases on the settlement of prices on quarterly basis supply orders will be placed for supply during that quarter taking into consideration the quantity offered. They will be completed within the delivery period stipulated in the supply orders as far as possible. Unless otherwise specified in the schedule the supplies will be available from the date the contract commenced.

8.3.2. For any unsupplied quantity of cement during a quarter the purchaser may consider extension in D.P for such delayed supplies, the rates applicable would be

current quarter rate or the previous quantity rate whichever is lower.

8.4 PURCHASER'S RIGHT TO CANCEL

8.4.1 The purchasers reservces the right to cancel the rate contract any time during the currency of the contract without assigning any reason giving one month notice. The revocation/cancellation of the rate contract shall take effect immediately after the expiry of the notice period.

8.5 FALL CLAUSE

8.5.1 Fall clause as stipulated in the General Conditions of Contract DGS&D-68(Revised) will apply with following provisions

A. It will be operative on quarterly basis.
B. It will be applicable only to the States for which the Contractor has quoted
c. It will be applicable on ex-works price.
D. It will not be applicable on sale of goods at lower price on or after the date of completion of sales/placement of order of goods by the authority concerned under the existing or previous rate contracts, as also under any previous rate contracts entered into with the General/State Govt. Depts. Including their undertaking (excluding Joint Sector Companies and Private Parties).
E. The contractor shall furnish the required certificates as given in the conditions of the contract DGS&D-68(revised) alongwith each bill for payment for supplies made against the rate contracts. "I/We certify that the stores of description indenitcal to stores supplies to Govt under the Contract herein have not been sold/offered by me/us to any other person/orgn. Upto the date of bill/date of completion of supplies during he period from _____(the currency of the R/C) at a price lower than the price charged to the Govt. under the contract except for qty of _____under the sub-clause (i),(ii),(iii) of the sub para (b) the details of which are as follows :

NOTE : The Contractor will also inform the Chief Accounts concerned and the DGS&D as soon as supplies against all the supply orders placed against the RCs are completed.
8.6 FORCE MAJEURE CLAUSE :

8.6.1. The provisions will be as per clause 14 (10) of General Conditions of contracts from No.DGS&D-68(Revised)

8.6.2. STRIKES AND ACCIDENTS :

Notwithstanding the above provisions, the contractors shall be liable for any delay, short supply or failure to supply which be caused by the reasons or on accounts of or contingent upon act of Govt. or the country enemies, plague, famine, pestilence, epidemics, sickness earthquakes, fires storms or floods restraints or lockout of workman, shortage or stoppage of labnour, break down or accident to machinery or plant from whatever clause arising Rly. Restriction or the failure in the part of railway to supply wagon ,failure or shortage in supply of coal or together materials required for the purpose of manufacture directy/indirecty affecting such delay, short delivery or failure to supply the buyers shall have the option whether to extend the delivery period or to cancel the contract in respect of the quantity undelivered, such option to be declared in writing within 7 days of receipt of notice from the contractor.

8.6.3. REGULATIONS OF DESPATCH :

Without prejudice to the provision above the contractor shall not be liable for non delivery or delay of whole or part of an order due to irregularity or insufficient supply of railway wagon and the contractor or the suppliers will be at liberty to regulate dispatched against all orders (DGS&D) as dispatches proportionately or in relation with the quantity of cement available and wagon supply.

9. DESPATCH INSTRUCTION:

a. The dispatch should be made only in fair reasons.
b. Prior approval of the indentor/consignee should be obtained before dispatching the consignment.
c. The contractor should accept all liabilities for shortage damages/pilferage/loss etc and settle the claim if any with the carriers direct.

9.1 NOTIFICATION OF DELIVERY AND DESPATCH :

9.1.1. Consignment should be properly and securely packed and every precaution taken to avoid loss and damage in transit. The description of stores will be stenciled on each constrained or packages where possible.
9.1.2. The contractor must forward the Railway Receipt Under Regd.post ack, due immediately.
9.1.3. The day, the wagon is dispatched ,the loading advice should be sent through telegram or any other means of commutation so that the consignee gets the information well in time and before the arrival of rake/wagon.
9.1.4. Should any wharf age demurrage be incurred owing to delay in getting the dispatch communication charges will be recovered from the suppliers, If the consignee has to incur demurrage/wharfage charges due to his fault they should report to DGS&D before authorizing recovery.
9.1.5. Challans in triplicate must be submitted to the consignee sufficiently in advance of the actual arrival of stores at destination failing which RC holders will be held responsible for any subsequent discrepancy between the stores detailed in the challan and the stores actually received by the consignee.

9.1.6 The goods shall be dispatched by the goods train. In case, where the contractor dispatches the goods by passenger train unless expressly asked by the Purchaser/Indentor/Consignee, the extra freight shall entirely be to the contractor's account.

9.1.7. BOOKING OF SUPPLIES BY RAIL :

i) Supplies should be booked at full wagon loads where available and by the most economical route having regard to the arrangement for the rationalization of movement of notifications dispatches together with RR and copy of the bills should be sent to each consignee.
ii) It is obligatory in the consignee/indentor delivery of wagons on indemnity bond in case they don not receive the dispatch advise the RR in the time, Should any demurrage/Wharfage charges be incurred consequent in delay on the part of the contractor's works in forwarding the Rly. Receipt the amount of such charges hall be paid by the contractor and be deducted from the contractor's bills.
iii) If the indentors insist on obtaining their requirements of Cement less than wagon laod from the Contractor's work they shall bear this railway freight 3rd class rate of freight Cement shall be dispatched on freight to pay at public tariff rate unless otherwise instructed by the purchaser. The consignee shall pay freight and all other charges at destination Suppliers will afford credit for freight in their bills.
iv) Cement shall be booked at railway risk by the works to such destinations as may be notified by the buyer. All conditions of the railways receipt shall be binding upon the buyer and rly. Weight shall be accepted as corrected and the clear RR for cement delivered to the carriers by the contractor's works shall be the evidence of correct delivery ;and time of delivery.

10.. TRANSIT LOSS :

10.1 Responsibility for loss, shortage, damages etc. in transit enroute or at destination ceases once the goods are handed over to the carriers after booking the consignment under clear RR at railway risk. If there is any shortage or damage in supply, it must be recorded by the consignee with the carrier concerned.it is obligatory on the consignee to insert suitable remarks at the time of taking delivery and claim for the same should be preferred by him immediate with the carrier in the delivery book regarding shortage/damages etc. And to prefer their claim in time and also inform the contractor simultaneously. For loss/shortage/damage in transit in respect of consignment booked under at railway risk the suppliers will not be

responsible. In such case the consignee will take up the matter with the railways for direct settlement. If the claims are rejected by the carriers, the indentors consignee will have to bear the loss. The COA will make full payment for the quantity dispatched.
10.2 For loss/damage/shartage in respect of consignment either under qualified RR or a owner's risk. The responsibility will rest with the contractor and the Controller of accounts will make necessary recoveries on the basis of remarks incorporated by the consignee on the receipted certificates.
10.3 It is obligatory on the part of the consignee to indicate on the receipt certificate the nature of railway receipt in the following way :
10.4 Stores were dispatched under clear RR
Railway receipt marked
S.C (Said to contain)
S.W.A. (Sendor's and unloading by owner)
L&W (Loading and unloading by owner)
Loading supervised by Rly at railway risk/owner risk.

11. PAYING AUTHORITY :

11.1 The name of the paying Authority for suppliers made under the contract will be from one of the officers mentioned below depending upon the location of contractor.

Chief Controller of Accounts, Akbar Road Hutments, Deptt.of Supply, New Delhi.

Controller of Accounts, Deptt. Of Commerce (S.D.)/Bombay/Calcutta/Madras.

11.2 SYSTEM OF PAYMENT:

11.2.1. Advance 98% payment of supplies of cement will be made on the submission of bills giving proof of dispatch of supplies without inspection certificate with particulars mentioned above. Balance 2% payment will be made on submission of bills duly supported by the _____ consignee receipt certificate (CRC) The consignee's receipt should be prepared and posted under Regd.cover to the contractor within 7 days of the date of receipt of goods. If, however, the contractors are unable to get the consignee receipt certificate within a maximum period of 2 (60 days) months from the date of dispatch of cement i.e. date of Rail receipt they will be entitled to get the balance 2% payment without CRC.
11.2.2. In case of dispatcher by ship, contractor can claim balance 2% payment with CRC after a period of 60 days from the date of receipt of the stores at the destination provided there is no less on damage report from the consignee.
11.2.3. Alternatively, the contractor will be at liberty to claim 100% payment on submission of bills accompanied with CRC.
11.2.4. Where stores are delivered locally in the same station as that in which the contractor's factory is situated final 100% payment will be made against CRC. In such cases of local delivery the trade receipt will be accepted for the purpose of final 100% payment in lieu of CRC on form DGS&D-84.
11.2.5. By trade receipt, it is meant any form of receipt taken from the consignee in lieu of receipt certificates.,. Trade receipt should however be prepared in duplicate, copy No.1 marked to accounts office copy and duly signed in ink by the consignee.
11.2.6. For the purpose of 98% the following should be considered sufficient proof of dispatches :

a. In case of supply rail the No.& Date of RR quoted in the Bill
b. In case of supply by ship bill of loading quoted in the Bill
c. In case of supply by country craft the contractor's certificate of dispatch supported by the certificate of loading issued by the Port Authority.
d. In case of supply by road the consinee's provisional receipt certificate.

11.3. The consignee shall take an extra copy of the receipted certificate and forward the same under Regd. Post to the concerned paying authority clearly marking the same "not for payment.
11.4. The contractor must furnish the prescribed (DGS&D-200) in duplicate alongwith their bills for payment against the last installment of the contract to the COA.

11.5. The contractor shall furnish the following certificate on the bills from No.135 in respect of all bills for advance payment.

"I/We have personally examined and verified and hereby certify that the goods in respect ;of which the payment is being claimed have been actually dispatched by me/us under RR No. _____Bill No./Air consignment No./Postal receipt No.&date _____duly drawn in favour of the consignee which is genuine and mentioned in the bills and the I/We had myself/ourselves personally responsible for the correctness of the statement.

I/We further certify that the above mentioned RR No./Bill No./Air consignment No./Postal Receipt No. & Date _____ has been forward to the consignees mentioned in the contract under Regd.Post ack. Due on _____

The above certificate is to be signed duly authorized person of the contractor and he should be the same as signing of bills. His designation on whose behalf he has signed the bill is required to be indicated below his dated signatures.

11.6. BILLS :

i) The bills should be prepared on the standard form DGS&D-135 (copies which can be obtained from the nearest purchase/orgn. Of DGS&D) in accordance with the instructions and submitted to the COA, Bills for all supplies will be submitted by the contractor Sales Manager concerned and payment will be received by them on behalf of the manufacturers wherever applicable. The preparation of bills correctly and their submission to the COA is a condition precedent to payment thereof.
ii) If payment of bills, which is complete in all respect is not received within a reasonable time the contractor should remind the COA and failing satisfaction report the matter to the purchase Officer.

11.7 FREIGHT CHARGES IN CASES OF REJECTED SUPPLIES :

i) In case supplies are rejected on arrival at destination those will be rebooked to the contractor if so desired freight to pay at PT rate whether these were originally booked under the military or railway concessional rates or at the PT rates.
ii) If the goods are not required to be replaced, the freight if any, paid by the consignee on the original consignment will be received from the contractor/either in cash or by deduction from their bills. If the original consignment was booked at the military or Rly.concessional rate, the charges actually incurred by the consignee will only be recovered.
iii) If the goods required to be replaced such consignment for replacement will be books by the contractor on "freight paid" basis at the PT rate irrespective of fact whether the original supply was made at the PT rate or at the Military/Rly. Concessional rate.
iv) Cases in which recoveries of freight charges are to be made should be reported to the CO as early as possible together with No. & Date of the order and other relevant information which will enable him to identify the transaction.

12. SPECIAL INSTRUCTIONS TO THE CONSIGNEE :

Any loss/damage that may have occurred during the transit should be notified to the contractor within 60 days of the date of arrival of the stores at the destination failure to do so would render the purchaser's claim for such loss/damage being rejected by the contractor.

13. SUBMISSION OF MONTHLY STATEMENT S OF SUPPLIES MADE ;

13.1 A monthly statement of all supply orders received and supply made must be prepared and submitted in duplicate by contractor to DGS&D regularly by the 10th of Month following that to which it relates.
13.2 It is essential that these monthly statements are accurately prepared giving all the necessary particulars required and submitted regularly and punctually by the due date of every month.

13.3 The statement should indicate consignee wise supply details reasons for non supply if any. If supplies are held up for want of allocation of railway rakes/wagon, the details of indent placed with the railway (date of application, station for which wagons were applied for the broad gauge or meter gauge etc.) should be clearly given.

14. COMMUNICATION RELATING TO THIS CONTRACT :

14.1 In all communications pertaining to this contract the No.& date of contract and the No.& date of S.O. if any should be invariable quoted.

15. The contract is concluded by this acceptance.

( )
SECTION OFFICER
FOR AND ON BEHALF OF THE PURCHASERS MENTIONED
IN SCHEDULE TO DGS&D-1001

Download Date: 08-MAR-14

LIST OF ALL AMENDMENTS

Sr No.	Amendment No.	Amendment Date	Effective From	Amendment In
1	**43 Grade/SC-2/RC-41020000/1210/92/04564/2193/Amdt.No.5154**	22-MAR-10	16-MAR-10	Amendment in Rate,Excise Duty,Sales Tax

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