

**Contract Bond No. 38/G.I. Pipe/12-13 dated: 21.12.12**

**AGREEMENT FOR SUPPLY OF ISI MARKED G.I. PIPES CONFORMING TO IS: 1239 (PART-1)/2004 OR ITS LATEST AMENDMENT(S) IN THE LENGTH OF 6 MTRS. (± 15 CMS.) IN CONTINUATION OF CONTRACT BOND NO. 10/E.E./ 2012-2013 DATED 14.12.2012 OF EXECUTIVE ENGINEER, CENTRAL STORE DIVISION, UTTARAKHAND PEYJAL NIGAM, DEHRADUN.**

THIS INDENTURE made on 21.12.2012 between M/s Vishal Pipes Ltd., 32, Nishant Kunj, Kohat Enclave, Pitampura, New Delhi-110034 (herein called "the Contractor/Seller/Manufacturer/Supplier") which expression where the context so admits or implies includes his/their/its heirs, executors, administrators and assigns) of the one part AND the Department (herein called "Executive Engineer, Central Store, Uttarakhand Jal Sansthan, Dehradun" which expression where the context so admits or implies includes his successors-in-office and assigns) of the other part..

WHEREAS the Department "Uttarakhand Jal Sansthan" requires the supply of ISI marked G.I. Pipes conforming to IS: 1239 (Part-1)/2004 or its latest amendment(s) (herein called "the supply") at Consignee Store(s) of Uttarakhand Jal Sansthan, Uttarakhand and has caused to be notified a schedule of supplies to be executed and caused sufficient time and opportunity to be given to the Contractor/Seller/Manufacturer/Supplier (herein called Supplier) to inspect and measure the materials/supply/works which are to be supplied/executed.

AND WHEREAS the contractor has to agree with the Engineer to execute the work upon and subject to the condition hereunder printed (herein called the "said conditions") from the date of entering into agreement at the rates shown in the schedule 'A' & 'B' (herein called "contract rate"). The material shall be ordered from time to time upto dated: 13.12.2013.

Supplier

Counter Signature

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Secy(Apl)/ S.E.(M)

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

- (1) In consideration of the contract rate to be paid by the Uttarakhand Jal Sansthan at the time and in the manner set forth in said conditions, the supplier will upon and subject to the said conditions execute and complete the supply.
- (2) The Uttarakhand Jal Sansthan will pay the supplier the contract rate or such other sum as shall become payable at the time set forth in the said conditions.
- (3) The said conditions shall be read and construed as forming part of this contract and the parties hereto respectively shall abide by and observe and perform and comply with the terms, stipulations and agreements therein contained and on their part to be observed, performed and complied with respectively.

IN WITNESS WHERE OF the parties hereto have signed this deed on the dates respectively shown against their signature.

Supplier

(Mukesh Attri)  
Authorised Signatory  
Vishal Pipes Ltd.

In the presence of :

(1) \_\_\_\_\_

(2) \_\_\_\_\_

Signed for and on behalf of the Department By \_\_\_\_\_

In the presence of :

Supplier

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Counter Signaure

Secy(Apl)/ S.E.(M)

## Conditions of Contract

In these conditions the following expressions have the following meanings unless the context otherwise requires, viz.:

"*Chief General Manager*" means the Chief General Manager, Uttarakhand Jal Sansthan for the time being incharge of the Uttarakhand Jal Sansthan, Uttarakhand.

"*Superintending Engineer*" means the Superintending Engineer (Material), Uttarakhand Jal Sansthan for the time being in charge of the Stores, Uttarakhand Jal Sansthan, Uttarakhand.

"*Executive Engineer*" means the Executive Engineer, Uttarakhand Jal Sansthan for the time being in charge of the Central Store Division, Uttarakhand Jal Sansthan, Uttarakhand.

"*Supplier*" means the Manufacturer, Contractor, Seller and represent person, partners or company contracting with the department by the indenture of which these conditions from part, and the pronouns. "he" and "his" where used in reference to the supplier shall respectively and in substitution for their ordinary meaning have the meaning of "they" and "their" when the supplier is a partnership or meaning of "it" and "its" when the supplier is a body corporate.

"Department" means the Uttarakhand Jal Sansthan which expression where the context so admits or implies includes his successors-in-office and assigns.

"Notice in Writing" or written notice means a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee. Any notice so posted shall be deemed to have been received at the time when in the ordinary course of post it would have been delivered.

"*Material*" means the item will be ordered i.e. ISI marked G.I. Pipes conforming to IS: 1239 (Part-1)/2004 or its latest amendment(s) screwed and socketed in length of 6 Mtrs. ( $\pm$  15 Cms.) with ISI marked sockets conforming to IS: 1239 (Part-II)/2004 by the department for supplier.

"Central Store, Dehradun" means Central Store, Mothrowala Road, Near Bengali Kothi, Dehradun.

"Central Store, Haldwani" means Central Store, Khandelwal Park, Nainital Road, Near Sourabh Hotel, Haldwani.

"This Contract" means the Indenture to which these conditions are attached and these Conditions and Schedule of supply of material attached thereto.

"Contract Rate" means rate of G.I. Pipes as per Contract Bond No. 10/E.E./2012-2013 dated 14.12.2012 of Executive Engineer, Central Store Division, Uttarakhand Peyjal Nigam, Dehradun which is circulated vide letter no. 2508/G.I. PIPE (VISHAL)/06 dated 17.12.2012.

Supplier

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Clause No.	Subject of Clause	Details of Additions, amendments, clarifications etc. to printed clause as listed under column-2
1.	SECURITY	<p>The supplier has furnished Bank Guarantee amounting to Rs. 5,00,000.00 (Rupees Five Lacs only) towards security deposit in the name of Executive Engineer, Central Store, Uttarakhand Jal Sansthan, Dehradun as below:-</p> <ol style="list-style-type: none"> <li>1. BG No.: 081/12 dated 19.12.2012.</li> <li>2. Valid up to: 28.02.2014</li> <li>3. Name of Bank: J&amp;K Bank Ltd., Gali Banjarang Bali, Chawri Bazar, Delhi-110006.</li> </ol> <p>The supplier shall rectify or make good the deficiency within 15 days after being informed by the Department in writing failing which the Department may recover the said amount from the bank guarantee so furnished by the supplier.</p> <p>The Department after due adjustment if any, shall within three months from the due completion of the contract period by the supplier, refund the security amount to the supplier.</p>
2.	RATES	<p>The rates are as per Contract Bond No. 10/E.E./2012-2013 dated 14.12.2012 of Executive Engineer, Central Store Division, Uttarakhand Peyjal Nigam, Dehradun which is circulated vide letter no. 2508/G.I. PIPE (VISHAL)/06 dated 17.12.2012 for ISI marked G.I. Pipes conforming to IS: 1239 (Part-1)/2004 or its latest amendment(s) screwed and socketed in length of 6 Mtrs. (<math>\pm</math> 15 Cms.) with ISI marked sockets conforming to IS: 1239 (Part-II)/2004.</p> <p>The rates for supply of materials as per attached specifications and given in Schedule 'A' enclosed are F.O.R. destination Central Store, Uttarakhand Jal Sansthan, Dehradun/Haldwani and include cost of material, packing and forwarding charges, road transportation charges and transit insurance charges etc. The material shall be supplied through road transport only. Unloading at consignee's stores will be done by the consignees themselves. The rates are also inclusive of 12% Excise Duty and 3% Edu Cess on Excise duty on Basic Rates.</p>

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		<p>Third party inspection charges are F.O.R. work cost of pipes (excluding excise duty) as actual on production of documentary evidence will be paid extra by the department. Central Sales Tax @ 4 % will be paid extra without Form 'C'. Tax will not be paid on the freight element.</p> <p>If any other taxes and duties, levied by the Central/ State Government within supply period given in supply order, will be paid extra after passing on MODVAT BENIFIT to the Department and after approval of the Chief General Manager, Uttarakhand Jal Sansthan.</p> <p>The requisite statutory documents like Form-'16' (Road Permit) shall be provided by the Department upon receipt of written request from the Supplier.</p>																				
3.	TOLERANCE	<p>The supply of material will be with tolerance, as detailed below.</p> <p><b>IS 1239(Part-1/2004)</b></p> <table border="1"> <thead> <tr> <th>S.N.</th> <th>Description of Tolerance</th> <th>As per BIS</th> <th>Required</th> </tr> </thead> <tbody> <tr> <td>1</td> <td><b>THICKNESS</b> Medium and Heavy Tubes</td> <td>- 10%</td> <td>- 7.5%</td> </tr> <tr> <td>2</td> <td><b>WEIGHT</b></td> <td></td> <td></td> </tr> <tr> <td>2.1</td> <td>Single Tube-Medium &amp; Heavy</td> <td>± 10%</td> <td>± 7.5%</td> </tr> <tr> <td>2.2</td> <td>For Quantities per load of 9M.T. Min</td> <td>± 7.5%</td> <td>± 5.0%</td> </tr> </tbody> </table> <p>Any material below the required tolerance but with in the B.I.S. tolerance may be accepted. In case for (-) minus tolerance payment will be deducted for difference in actual tolerance and required tolerance proportionality.</p>	S.N.	Description of Tolerance	As per BIS	Required	1	<b>THICKNESS</b> Medium and Heavy Tubes	- 10%	- 7.5%	2	<b>WEIGHT</b>			2.1	Single Tube-Medium & Heavy	± 10%	± 7.5%	2.2	For Quantities per load of 9M.T. Min	± 7.5%	± 5.0%
S.N.	Description of Tolerance	As per BIS	Required																			
1	<b>THICKNESS</b> Medium and Heavy Tubes	- 10%	- 7.5%																			
2	<b>WEIGHT</b>																					
2.1	Single Tube-Medium & Heavy	± 10%	± 7.5%																			
2.2	For Quantities per load of 9M.T. Min	± 7.5%	± 5.0%																			
4.	PRICE VARIATION	<p>(1) The prices are given in Schedule 'A' annexed hereto are firm and fixed except for variation as indicated below.</p> <p>(2) Prices in the Schedule 'A' enclosed are based on the ex-stock yard, Ghaziabad price of Steel Skelp/H.R. Coils as announced by Steel Authority of India Ltd. (SAIL) and Zinc announced by Hindustan Zinc Ltd. as on 01.09.2012 as detailed in Schedule 'B'.</p>																				

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		<p>(3) In the event of any variation (increase or decrease) resulting in change in the price of Steel Skelp/Steel H.R. Coils and Zinc on account of revision as per SAIL and Hindustan Zinc Ltd. announcement. The revised price will be applicable on all pipes for dispatch, within supply period after 30 days (One month) from the date of revision in cost of Steel Skelp/H.R. Coils and Zinc.</p> <p>(4) Sales Tax and Excise duty as would be applicable on price (increase or decrease in case of Steel Skelp/H.R. Coils and Zinc will be taken into account for the purpose of price variation (increase or decrease).</p> <p>THE NOMINAL DELIVERY PERIOD FOR THE SUPPLIER IS 06 WEEKS AFTER RECEIPT OF DISPATCH INSTRUCTIONS (D.I) FROM RESPECTIVE CONSIGNEE. IF ANY SUPPLIER DOES NOT SUPPLY THE MATERIAL UNDER ANY CIRCUMSTANCES, WITHIN DELIVERY PERIOD, NO PRICE INCREASE WILL BE GIVEN TO HIM DUE TO INCREASE IN PRICE OF RAW MATERIAL BEYOND THE STIPULATED PERIOD OF 06 WEEKS, BUT IF THE PRICE OF RAW MATERIAL DECREASES, DECREASED RATES WILL BE GIVEN.</p>
5.	MODE OF TRANSPORTION	The material shall be supplied through Road Transport only. Unloading at consignee's stores will be done by the consignees themselves.
6.	VALIDITY	<p>The supplier shall provide everything necessary for the proper execution of the supplies in accordance with the contract, such materials and rates are hereinafter specified, and to the satisfaction of the department.</p> <p>The supplier shall start the supplies on the date of supply order affected and complete supply in all respects to the satisfaction of the department.</p> <p>The rate contract shall remain enforce up to 13.12.2013. It can be terminated at any time and at any stage by the department during the validity of the contract without assigning any reason. No claim or damage on account of such termination of the contract shall be entertained.</p>

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		In case of non-compliance of supply order firm's security money laying with the department shall be forfeited.
7.	DELIVERY PERIOD	The supplier will deliver the required quantity of the material maximum within 06 weeks or before as per requirement of department from time to time, from the date of issue of supply order. The quantity, time schedule and contract sum may be changed as per the Departmental requirement.
8.	GUARANTEED QUANTITY	The quarterly guaranteed quantity as agreed will be 400 M.T. for Uttarakhand Jal Sansthan during the currency of the agreement.  At the time of order, the priority shall be given to the firm having first lowest rates of tender upto guaranteed quantity.
9.	ADDRESS OF THE SUPPLIER	M/s Vishal Pipes Ltd., <b>Regd. Office</b> 32, Nishant Kunj, Kohat Enclave, Pitampura, New Delhi-110034. Ph- 011-46205620, Fax-011-46205699 Mob: 09968380665 (Mr. Mukesh Attri) 09818610880 (Mr. Sanjay Verma) E-mail: govt.sales@vplgroup.com, verma163@gmail.com Website: <a href="http://www.vishalpipes.com">http://www.vishalpipes.com</a>  <b>Works</b> (Unit-1), C-23 & (Unit-II) A-71, Industrial Area, Sikandrabad-203205, Distt. Bulandshahar U.P. Ph- 05735-223423, 224399, TeleFax- 05735-222680
10.	WARRANTY/GAURANTEE	The supplier hereby declare that the goods/ stores/ articles sold to the buyer/ purchaser under this contract shall be of the best quality (and workmanship) and shall be strictly in accordance with the relevant specifications and the supplier hereby guarantees that the said goods/ stores/ articles would continue to conform to the description and quality aforesaid for a period of 01 year from the date of delivery of the said goods/ stores/ articles to the buyer/ purchaser and that notwithstanding the fact that the purchaser (inspector) may have inspected and/or approved the said goods/ stores/ articles. If during the aforesaid period, the said goods/ stores/ articles discovered not to conform to the description and quality

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		<p>aforesaid or have deteriorated, the purchaser will be entitled to reject the said goods/ stores/ articles or such portion thereof as may be discovered not to conform to the said description and quality (decision of the purchaser in that behalf will be final and conclusive). On such rejection the goods/ stores/ articles will be at the supplier risk and all the provisions here in contained relating to rejection of goods, etc. shall apply. The supplier shall, if so called upon to do, replace the goods etc. or such portion thereof as is rejected by the purchaser free of cost at the ultimate destination within 30 days otherwise the supplier shall pay to the purchaser such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the purchaser in that behalf under this contact or otherwise.</p>
11.	<p><b>QUALITY CONTROL &amp; DEPARTMENTAL INSPECTION</b></p>	<p>G.I. Pipe will be supplied conforming to IS: 1239 (Part-1)/2004 and quality inspection certificate of manufacturing firm shall be submitted in original by the supplier along with the bill.</p> <p>As per the Departmental requirement said material may be dispatched after proper inspection, testing and certification by inspecting officer nominated by the Department. A test report bearing signature of Authorized Representative of manufacturer and Inspecting Officer of Department shall be produced by supplier with the bill. If the sample is found sub-standard then the expenditure on testing shall be recoverable from the supplier without prejudice to other action mention above clause-2 and the Department may deem fit.</p>
12.	<p><b>THIRD PARTY INSPECTION</b></p>	<p>Material shall be dispatched only after proper inspection, certification and marking by third party agencies with inspection report and inspection certificate issued by the inspecting agency RITES or any agency nominated by the department shall invariably be attached with dispatched documents of each consignment. For carrying out such inspection, the charges of Third Party Inspection Agency shall be borne by the department FOR work cost of pipes (excluding excise duty), as actual on production of documentary evidence.</p>

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		Supplier shall have to provide all facilities for testing in their units with their technical staff to be used by Inspecting Officer of the Department or third party agency without carrying any extra cost. All required tests conforming to IS: 1239 (Part-1)/2004 shall be carried out by the technical staff of the firm under guidance of Inspecting Officer of third party agency.
13.	SAMPLE TESTING OF EACH LOT	G.I. Pipes supplied by the supplier, the sample will be tested from every lot randomly conforming to testing procedures of IS: 1239 (Part-1)/2004 at any laboratory by the department regularly. The cost of testing will be borne by the department, if the sample testing report found satisfactory. If the sample is found unsatisfactory then the expenditure on testing shall be recoverable from the supplier without prejudice to other action mention above clause-2 and the Department may deem fit.
14.	TRANSIT INSURANCE	No claim will be entertained by the department for any transit losses. It will be the sole responsibility of supplier to give the material at Central Store, Dehradun/Haldwani in full & good condition.
15.	TIME EXTENSION	If the supplies or any portion thereof including the making good of defects are delayed by any cause outside the control of the supplier, the supplier shall upon his written request, to the Consignee be entitled to such extension of time to the said officer in his discretion grants.
16.	PAYMENT	(i) 95% payment will be made against receipt of the material as per relevant specifications at Consignee store(s) in full and good condition along with Inspection Certificate of third party inspection agency and rest of 5% after receiving of satisfactory sample testing report from assigned laboratory.  (ii) Payment will be made only after satisfactory completion of complete supply of material ordered in particular supply order. Consignee may allow intermediate payment in view of quantity of material ordered and supplied under a particular supply order.

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17.	PENALTY	<p>If the supplier shall fail finally to complete the supplies within prescribed period given in supply order, or within any extended time allowed under clause 15 and the Consignee certifies in writing that the same ought reasonably so to have been completed, the supplier shall pay or allow to the Department to deduct at the rate 2% of the value of material which the supply shall so remain uncompleted.</p>
18.	REJECTION OF DEFECTED MATERIAL	<p>All material shall be conforming to IS specifications given by the Department. In case supplies not found as per specifications the Department will recover full costs thereof from the supplier.</p> <p>If the supplied material rejected by the Department authorities due to inferior quality/ substandard or not found as per specification given by the Department, have to be replaced by the supplier at their own cost within 30 days of notice that effect. If there is any delay in replacement then in addition to the replacement of substandard material said before, the supplier shall be liable to pay 2% of the cost of the rejected material as penalty and same shall be deducted from the bill of supplier by the consignee. In case if further supply are found to be inferior quality/ substandard not found as per specification and the same shall be established after joint sampling in presence of consignee &amp; authorized representative of supplier, notwithstanding action being taken, supplier shall be blacklist for the next three years and his security money laying with the department shall be forfeited.</p>
19.	ARBITRATION	<p>Any dispute or difference between the parties hereto as to the rights or liabilities of the parties hereto or as to any matter or thing whatsoever, arising under this contract or concerning its Supplies whether such dispute or difference arises during the continuance of this Contract or after its termination by completion or breach or otherwise howsoever, shall be referred to an arbitrator who will be the Chief General Manager or his nominee not below the rank of a Superintending Engineer. The decision of the</p>

Supplier

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		<p>arbitrator shall be final and binding on both the parties and upon every such reference the costs of and incidental to the reference and arbitration respectively shall direct by whom and to whom and in what manner the same shall be borne and paid. The arbitrator may from time to time with the consent of the parties enlarge the time making and publishing the award.</p> <p>All disputes are within Dehradun Jurisdiction.</p>
20.	STAMP DUTY	Stamp Duty Rs. 100/- borne by the supplier in accordance to G.O. No. 36/XXVII(5)/Stamp/05, Finance Section-5, dated 28-01-2005 of Uttarakhand. If the rate of stamp duty is revised by the Govt., additional stamp duty due, if any, on account of such revision, will be deposited by the supplier subsequently. In case additional stamp duty is not deposited by the supplier, the same will be recovered from supplier's dues/deposits at twice the rate of balance stamp duty due on account of revision.
21.	SCHEDULE 'A' & 'B'	<p>Schedule 'A':- Accepted rates for supply of G.I. Pipe is enclosed.</p> <p>Schedule 'B':- Price of latest Steel Skelp/ H.R. Coils as announced by SAIL and Zinc announced by Hindustan Zinc Ltd. Ex-Stock yard Ghaziabad as on 01.09.2012 is enclosed.</p>
22.	Other Terms & Conditions	Other terms and conditions will be as per Contract Bond No. 10/E.E./2012-2013 dated 14.12.2012 of Executive Engineer, Central Store Division, Uttarakhand Peyjal Nigam, Dehradun which is circulated vide letter no. 2508/G.I. PIPE (VISHAL)/06 dated 17.12.2012 and as per tender document dated 05.10.2012.

Place : Dehradun.

Supplier

Witness No. 1.....

Witness No. 2.....

Supplier

Counter Signature

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Secy(Apl)/ S.E.(M)

**Schedule 'A'**

Address to,  
M/s Vishal Pipes Ltd., 32, Nishant Kunj, Kohat Enclave, Pitampura, New Delhi-110034.

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Accepted Rates for Supply of ISI marked G.I. Pipes conforming to IS: 1239 (Part-1)/2004 or its latest amendment(s) screwed and socketed in length of 6 Mtrs. (± 15 Cms.) with ISI marked sockets conforming to IS: 1239 (Part-II)/2004.  
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Rates detailed below are F.O.R. destination Central Store, Uttarakhand Jal Sansthan, Dehradun/Haldwani and include cost of material, packing and forwarding charges, road transportation charges and transit insurance charges etc. The material shall be supplied through road transport only. Unloading at consignee's stores will be done by the consignees themselves. The rates are also inclusive of 12% Excise Duty and 3% Edu Cess on Excise duty on Basic Rates.

Third party inspection charges are F.O.R. work cost of pipes (excluding excise duty) as actual on production of documentary evidence will be paid extra by the department. Central Sales Tax @ 4 % will be paid extra without Form 'C'. Tax will not be paid on the freight element.

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S.No.	Dia of Pipe (in mm)	Rates Per/100 Meter in Rs.			
		Basic Rate/100 meter	Excise Duty @ 12% + 3% Edu Cess on Excise Duty	Freight	F.O.R. Destination Rate
<b>G.I. Pipe (Medium)</b>					
<b>1</b>	<b>15</b>	<b>5850.00</b>	<b>723.06</b>	<b>91.46</b>	<b>6664.52</b>
2	20	7400.00	914.64	111.00	8425.64
3	25	11000.00	1359.60	165.00	12524.60
4	32	14000.00	1730.40	210.00	15940.40
<b>5</b>	<b>40</b>	<b>16100.00</b>	<b>1989.96</b>	<b>269.78</b>	<b>18359.74</b>
6	50	22000.00	2719.20	330.00	25049.20
7	80	37200.00	4597.92	558.00	42355.92
8	100	53600.00	6624.96	804.00	61028.96
9	125	71000.00	8775.60	1065.00	80840.60
10	150	84000.00	10382.40	1260.00	95642.40
11	32 x 3 Meter	14300.00	1767.48	215.00	16282.48

Supplier

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S.No.	Dia of Pipe (in mm)	Rates Per/100 Meter in Rs.			
		Basic Rate/100 meter	Excise Duty @ 12% + 3% Edu Cess on Excise Duty	Freight	F.O.R. Destination Rate
<b>G.I. Pipe (Heavy)</b>					
1	15	6900.00	852.84	103.00	7855.84
2	20	8800.00	1087.68	132.00	10019.68
3	25	12600.00	1557.36	189.00	14346.36
4	32	16500.00	2039.40	247.00	18786.40
5	40	19500.00	2410.20	292.00	22202.20
6	50	26000.00	3213.60	390.00	29603.60
7	65	34200.00	4227.12	513.00	38940.12
8	80	42600.00	5265.36	639.00	48504.36
9	100	61400.00	7589.04	921.00	69910.04
10	125	77000.00	9517.20	1155.00	87672.20
11	150	92400.00	11420.64	1386.00	105206.64

**Note:**

1. For one random length of pipe one ISI marked socket will be provide free of cost conforming to IS-1239 (Part-II)/2004 or its latest amendment(s).
2. For one 3.0 M. length of 32 mm dia (Med) pipe with both ends threaded as per IS:554, one ISI marked socket will be provided free of cost manufactured as per details given in clause 5.4 of IS: 9301/2004 or its latest amendments(s) and to be fitted on one end.
3. The rates are based on latest Ex-stock yard Ghaziabad price of Steel Skelp/H.R. Coils as announced by Steel Authority of India Ltd. (SAIL) and Zinc announced by Hindustan Zinc Ltd. as on 01.09.2012 as per Schedule 'B' enclosed.
4. Each pipe must invariably be marked with "Uttarakhand Jal Sansthan" at 2 meters interval starting from one end of pipe.

Place : Dehradun.

Supplier

Witness No. 1.....

Witness No. 2.....

Supplier

Counter Signature

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Secy(Apl)/ S.E.(M)

**Schedule 'B'**

Address to,  
M/s Vishal Pipes Ltd., 32, Nishant Kunj, Kohat Enclave, Pitampura, New Delhi-110034.

**EX-STOCK YARD GHAZIABAD PLANT OF STEEL SKELP/ H.R. COILS AS ANNOUNCED BY SAIL AND ZINC ANNOUNCED BY HINDUSTAN ZINC LTD. AS ON 01.09.2012**

Sl. No.	Item	Prices in Rs.			Zinc
		Steel Skelp		H.R. Coil	
		2.5 and up to 3.15 mm (15mm & 20mm med. pipe)	Above 3.15 and upto 5.0mm (25mm to 80mm med. & 15mm to 80mm heavy pipe)	Above 3.15 (100mm to 150mm med. & heavy pipe)	
<b>01</b>	<b>02</b>	<b>03</b>	<b>04</b>	<b>05</b>	<b>06</b>
1.	BASE PRICE	<b>35040</b>	<b>34940</b>	<b>36400</b>	<b>123600</b>

Place : Dehradun.

Supplier

Witness No. 1.....

Witness No. 2.....

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**DECLARATION**

I declare that I am neither staff member of the Uttarakhand Jal Sansthan nor related with any person presently working in the Uttarakhand Jal Sansthan or retired from Govt. Services as an administrative officer in an Engineering department upto two years. If such declaration shall become in any way directly or indirectly false in the notice of the department, the department may thereupon by notice in writing rescind the contract and Security Deposit shall be thereupon stand forfeited be absolutely at the disposal of the said. If the contract had been rescind, the supplier shall have no right to any compensation whatsoever on account of the cancellation of this agreement of contract or work that has already been performed under this contract.

Place: Dehradun

Date:

Supplier

Witness 1 .....

Witness 2 .....

Supplier

D.A

A.E.

A.O.

E.E.

Counter Signaure

Secy(Apl)/ S.E.(M)

**Contract Bond No. 37/G.I. Pipe/12-13 dated: 21.12.12**

**AGREEMENT FOR SUPPLY OF ISI MARKED G.I. PIPES CONFORMING TO IS: 1239 (PART-1)/2004 OR ITS LATEST AMENDMENT(S) IN THE LENGTH OF 6 MTRS. (± 15 CMS.) IN CONTINUATION OF CONTRACT BOND NO. 09/E.E./ 2012-2013 DATED 11.12.2012 OF EXECUTIVE ENGINEER, CENTRAL STORE DIVISION, UTTARAKHAND PEYJAL NIGAM, DEHRADUN.**

THIS INDENTURE made on 21.12.2012 between M/s Tirupati Containers Pvt. Ltd., 188, Loha Mandi, Ghaziabad-201010 (Uttar Pradesh) (herein called "the Contractor/Seller/Manufacturer/Supplier") which expression where the context so admits or implies includes his/their/its heirs, executors, administrators and assigns) of the one part AND the Department (herein called "Executive Engineer, Central Store, Uttarakhand Jal Sansthan, Dehradun" which expression where the context so admits or implies includes his successors-in-office and assigns) of the other part..

WHEREAS the Department "Uttarakhand Jal Sansthan" requires the supply of ISI marked G.I. Pipes conforming to IS: 1239 (Part-1)/2004 or its latest amendment(s) (herein called "the supply") at Consignee Store(s) of Uttarakhand Jal Sansthan, Uttarakhand and has caused to be notified a schedule of supplies to be executed and caused sufficient time and opportunity to be given to the Contractor/Seller/Manufacturer/Supplier (herein called Supplier) to inspect and measure the materials/supply/works which are to be supplied/executed.

AND WHEREAS the contractor has to agree with the Engineer to execute the work upon and subject to the condition hereunder printed (herein called the "said conditions") from the date of entering into agreement at the rates shown in the schedule 'A' & 'B' (herein called "contract rate"). The material shall be ordered from time to time upto dated: 10.12.2013.

Supplier

Counter Signature

D.A

A.E.

A.O.

E.E.

Secy(Apl)/ S.E.(M)



**NOW IT IS HEREBY AGREED AS FOLLOWS:**

- (1) In consideration of the contract rate to be paid by the Uttarakhand Jal Sansthan at the time and in the manner set forth in said conditions, the supplier will upon and subject to the said conditions execute and complete the supply.
- (2) The Uttarakhand Jal Sansthan will pay the supplier the contract rate or such other sum as shall become payable at the time set forth in the said conditions.
- (3) The said conditions shall be read and construed as forming part of this contract and the parties hereto respectively shall abide by and observe and perform and comply with the terms, stipulations and agreements therein contained and on their part to be observed, performed and complied with respectively.

IN WITNESS WHERE OF the parties hereto have signed this deed on the dates respectively shown against their signature.

Supplier

(B.K. Gupta)  
Authorised Signatory  
Tirupati Containers Pvt. Ltd.

In the presence of :

(1) \_\_\_\_\_

(2) \_\_\_\_\_

Signed for and on behalf of the Department By \_\_\_\_\_

In the presence of :

Supplier

Counter Signaure

D.A

A.E.

A.O.

E.E.

Secy(Apl)/ S.E.(M)

## Conditions of Contract

In these conditions the following expressions have the following meanings unless the context otherwise requires, viz.:

"*Chief General Manager*" means the Chief General Manager, Uttarakhand Jal Sansthan for the time being incharge of the Uttarakhand Jal Sansthan, Uttarakhand.

"*Superintending Engineer*" means the Superintending Engineer (Material), Uttarakhand Jal Sansthan for the time being in charge of the Stores, Uttarakhand Jal Sansthan, Uttarakhand.

"*Executive Engineer*" means the Executive Engineer, Uttarakhand Jal Sansthan for the time being in charge of the Central Store Division, Uttarakhand Jal Sansthan, Uttarakhand.

"*Supplier*" means the Manufacturer, Contractor, Seller and represent person, partners or company contracting with the department by the indenture of which these conditions from part, and the pronouns. "he" and "his" where used in reference to the supplier shall respectively and in substitution for their ordinary meaning have the meaning of "they" and "their" when the supplier is a partnership or meaning of "it" and "its" when the supplier is a body corporate.

"Department" means the Uttarakhand Jal Sansthan which expression where the context so admits or implies includes his successors-in-office and assigns.

"Notice in Writing" or written notice means a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee. Any notice so posted shall be deemed to have been received at the time when in the ordinary course of post it would have been delivered.

"*Material*" means the item will be ordered i.e. ISI marked G.I. Pipes conforming to IS: 1239 (Part-1)/2004 or its latest amendment(s) screwed and socketed in length of 6 Mtrs. ( $\pm$  15 Cms.) with ISI marked sockets conforming to IS: 1239 (Part-II)/2004 by the department for supplier.

"Central Store, Dehradun" means Central Store, Mothrowala Road, Near Bengali Kothi, Dehradun.

"Central Store, Haldwani" means Central Store, Khandelwal Park, Nainital Road, Near Sourabh Hotel, Haldwani.

"This Contract" means the Indenture to which these conditions are attached and these Conditions and Schedule of supply of material attached thereto.

"Contract Rate" means rate of G.I. Pipes as per Contract Bond No. 09/E.E./2012-2013 dated 11.12.2012 of Executive Engineer, Central Store Division, Uttarakhand Peyjal Nigam, Dehradun which is circulated vide letter no. 2492/G.I. PIPE (TIRUPATI)/03 dated 12.12.2012.

Supplier

D.A

A.E.

A.O.

E.E.

Counter Signaure

Secy(Apl)/ S.E.(M)

Clause No.	Subject of Clause	Details of Additions, amendments, clarifications etc. to printed clause as listed under column-2
1.	SECURITY	<p>The supplier has furnished Bank Guarantee amounting to Rs. 5,00,000.00 (Rupees Five Lacs only) towards security deposit in the name of Executive Engineer, Central Store, Uttarakhand Jal Sansthan, Dehradun as below:-</p> <ol style="list-style-type: none"> <li>1. BG No.: 003GT02123540005 dated 19.12.2012.</li> <li>2. Valid up to: 28.02.2014</li> <li>3. Name of Bank: HDFC Bank Ltd., Gandhi Nagar, Ghaziabad-201010.</li> </ol> <p>The supplier shall rectify or make good the deficiency within 15 days after being informed by the Department in writing failing which the Department may recover the said amount from the bank guarantee so furnished by the supplier.</p> <p>The Department after due adjustment if any, shall within three months from the due completion of the contract period by the supplier, refund the security amount to the supplier.</p>
2.	RATES	<p>The rates are as per Contract Bond No. 09/E.E./2012-2013 dated 11.12.2012 of Executive Engineer, Central Store Division, Uttarakhand Peyjal Nigam, Dehradun which is circulated vide letter no. 2492/G.I. PIPE (TIRUPATI)/03 dated 12.12.2012 for ISI marked G.I. Pipes conforming to IS: 1239 (Part-1)/2004 or its latest amendment(s) screwed and socketed in length of 6 Mtrs. (<math>\pm</math> 15 Cms.) with ISI marked sockets conforming to IS: 1239 (Part-II)/2004.</p> <p>The rates for supply of materials as per attached specifications and given in Schedule 'A' enclosed are F.O.R. destination Central Store, Uttarakhand Jal Sansthan, Dehradun/Haldwani and include cost of material, packing and forwarding charges, road transportation charges and transit insurance charges etc. The material shall be supplied through road transport only. Unloading at consignee's stores will be done by the consignees themselves. The rates are also inclusive of 12% Excise Duty and 3% Edu Cess on Excise duty on Basic Rates.</p>

Supplier

D.A

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E.E.

Counter Signature

Secy(Apl)/ S.E.(M)

		<p>Third party inspection charges are F.O.R. work cost of pipes (excluding excise duty) as actual on production of documentary evidence will be paid extra by the department. Central Sales Tax @ 4 % will be paid extra without Form 'C'. Tax will not be paid on the freight element.</p> <p>If any other taxes and duties, levied by the Central/ State Government within supply period given in supply order, will be paid extra after passing on MODVAT BENIFIT to the Department and after approval of the Chief General Manager, Uttarakhand Jal Sansthan.</p> <p>The requisite statutory documents like Form-'16' (Road Permit) shall be provided by the Department upon receipt of written request from the Supplier.</p>																				
3.	TOLERANCE	<p>The supply of material will be with tolerance, as detailed below.</p> <p><b>IS 1239(Part-1/2004)</b></p> <table border="1"> <thead> <tr> <th>S.N.</th> <th>Description of Tolerance</th> <th>As per BIS</th> <th>Required</th> </tr> </thead> <tbody> <tr> <td>1</td> <td><b>THICKNESS</b> Medium and Heavy Tubes</td> <td>- 10%</td> <td>- 7.5%</td> </tr> <tr> <td>2</td> <td><b>WEIGHT</b></td> <td></td> <td></td> </tr> <tr> <td>2.1</td> <td>Single Tube-Medium &amp; Heavy</td> <td>± 10%</td> <td>± 7.5%</td> </tr> <tr> <td>2.2</td> <td>For Quantities per load of 9M.T. Min</td> <td>± 7.5%</td> <td>± 5.0%</td> </tr> </tbody> </table> <p>Any material below the required tolerance but with in the B.I.S. tolerance may be accepted. In case for (-) minus tolerance payment will be deducted for difference in actual tolerance and required tolerance proportionality.</p>	S.N.	Description of Tolerance	As per BIS	Required	1	<b>THICKNESS</b> Medium and Heavy Tubes	- 10%	- 7.5%	2	<b>WEIGHT</b>			2.1	Single Tube-Medium & Heavy	± 10%	± 7.5%	2.2	For Quantities per load of 9M.T. Min	± 7.5%	± 5.0%
S.N.	Description of Tolerance	As per BIS	Required																			
1	<b>THICKNESS</b> Medium and Heavy Tubes	- 10%	- 7.5%																			
2	<b>WEIGHT</b>																					
2.1	Single Tube-Medium & Heavy	± 10%	± 7.5%																			
2.2	For Quantities per load of 9M.T. Min	± 7.5%	± 5.0%																			
4.	PRICE VARIATION	<p>(1) The prices are given in Schedule 'A' annexed hereto are firm and fixed except for variation as indicated below.</p> <p>(2) Prices in the Schedule 'A' enclosed are based on the ex-stock yard, Ghaziabad price of Steel Skelp/H.R. Coils as announced by Steel Authority of India Ltd. (SAIL) and Zinc announced by Hindustan Zinc Ltd. as on 01.09.2012 as detailed in Schedule 'B'.</p>																				

Supplier

D.A

A.E.

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E.E.

Counter Signature

Secy(Apl)/ S.E.(M)

		<p>(3) In the event of any variation (increase or decrease) resulting in change in the price of Steel Skelp/Steel H.R. Coils and Zinc on account of revision as per SAIL and Hindustan Zinc Ltd. announcement. The revised price will be applicable on all pipes for dispatch, within supply period after 30 days (One month) from the date of revision in cost of Steel Skelp/H.R. Coils and Zinc.</p> <p>(4) Sales Tax and Excise duty as would be applicable on price (increase or decrease in case of Steel Skelp/H.R. Coils and Zinc will be taken into account for the purpose of price variation (increase or decrease).</p> <p>THE NOMINAL DELIVERY PERIOD FOR THE SUPPLIER IS 06 WEEKS AFTER RECEIPT OF DISPATCH INSTRUCTIONS (D.I) FROM RESPECTIVE CONSIGNEE. IF ANY SUPPLIER DOES NOT SUPPLY THE MATERIAL UNDER ANY CIRCUMSTANCES, WITHIN DELIVERY PERIOD, NO PRICE INCREASE WILL BE GIVEN TO HIM DUE TO INCREASE IN PRICE OF RAW MATERIAL BEYOND THE STIPULATED PERIOD OF 06 WEEKS, BUT IF THE PRICE OF RAW MATERIAL DECREASES, DECREASED RATES WILL BE GIVEN.</p>
5.	MODE OF TRANSPORTION	The material shall be supplied through Road Transport only. Unloading at consignee's stores will be done by the consignees themselves.
6.	VALIDITY	<p>The supplier shall provide everything necessary for the proper execution of the supplies in accordance with the contract, such materials and rates are hereinafter specified, and to the satisfaction of the department.</p> <p>The supplier shall start the supplies on the date of supply order affected and complete supply in all respects to the satisfaction of the department.</p> <p>The rate contract shall remain enforce up to 10.12.2013. It can be terminated at any time and at any stage by the department during the validity of the contract without assigning any reason. No claim or damage on account of such termination of the contract shall be entertained.</p>

Supplier

D.A

A.E.

A.O.

E.E.

Counter Signature

Secy(Apl)/ S.E.(M)

		In case of non-compliance of supply order firm's security money laying with the department shall be forfeited.
7.	DELIVERY PERIOD	The supplier will deliver the required quantity of the material maximum within 06 weeks or before as per requirement of department from time to time, from the date of issue of supply order. The quantity, time schedule and contract sum may be changed as per the Departmental requirement.
8.	GUARANTEED QUANTITY	The quarterly guaranteed quantity as agreed will be 400 M.T. for Uttarakhand Jal Sansthan during the currency of the agreement.  At the time of order, the priority shall be given to the firm having first lowest rates of tender upto guaranteed quantity.
9.	ADDRESS OF THE SUPPLIER	M/s Tirupati Containers Pvt. Ltd.,  <b>Regd. Office</b> 188, Loha Mandi, Ghaziabad-201010 (Uttar Pradesh). Ph- 0120-2804344, Fax-0120-4169337 Mob: 09818227582 (Mr. B.K. Gupta) E-mail: tirupatigzb@yahoo.com,  <b>Works</b> A-3/3, Industrial Area, Sikandrabad (Uttar Pradesh) Ph- 05735-221127, 221224
10.	WARRANTY/GAURANTEEE	The supplier hereby declare that the goods/ stores/ articles sold to the buyer/ purchaser under this contract shall be of the best quality (and workmanship) and shall be strictly in accordance with the relevant specifications and the supplier hereby guarantees that the said goods/ stores/ articles would continue to conform to the description and quality aforesaid for a period of 01 year from the date of delivery of the said goods/ stores/ articles to the buyer/ purchaser and that notwithstanding the fact that the purchaser (inspector) may have inspected and/or approved the said goods/ stores/ articles. If during the aforesaid period, the said goods/ stores/ articles discovered not to conform to the description and quality

Supplier

D.A

A.E.

A.O.

E.E.

Counter Signaure

Secy(Apl)/ S.E.(M)

		<p>aforesaid or have deteriorated, the purchaser will be entitled to reject the said goods/ stores/ articles or such portion thereof as may be discovered not to conform to the said description and quality (decision of the purchaser in that behalf will be final and conclusive). On such rejection the goods/ stores/ articles will be at the supplier risk and all the provisions here in contained relating to rejection of goods, etc. shall apply. The supplier shall, if so called upon to do, replace the goods etc. or such portion thereof as is rejected by the purchaser free of cost at the ultimate destination within 30 days otherwise the supplier shall pay to the purchaser such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the purchaser in that behalf under this contact or otherwise.</p>
11.	<p><b>QUALITY CONTROL &amp; DEPARTMENTAL INSPECTION</b></p>	<p>G.I. Pipe will be supplied conforming to IS: 1239 (Part-1)/2004 and quality inspection certificate of manufacturing firm shall be submitted in original by the supplier along with the bill.</p> <p>As per the Departmental requirement said material may be dispatched after proper inspection, testing and certification by inspecting officer nominated by the Department. A test report bearing signature of Authorized Representative of manufacturer and Inspecting Officer of Department shall be produced by supplier with the bill. If the sample is found sub-standard then the expenditure on testing shall be recoverable from the supplier without prejudice to other action mention above clause-2 and the Department may deem fit.</p>
12.	<p><b>THIRD PARTY INSPECTION</b></p>	<p>Material shall be dispatched only after proper inspection, certification and marking by third party agencies with inspection report and inspection certificate issued by the inspecting agency RITES or any agency nominated by the department shall invariably be attached with dispatched documents of each consignment. For carrying out such inspection, the charges of Third Party Inspection Agency shall be borne by the department FOR work cost of pipes (excluding excise duty), as actual on production of documentary evidence.</p>

Supplier

D.A

A.E.

A.O.

E.E.

Counter Signature

Secy(Apl)/ S.E.(M)

		Supplier shall have to provide all facilities for testing in their units with their technical staff to be used by Inspecting Officer of the Department or third party agency without carrying any extra cost. All required tests conforming to IS: 1239 (Part-1)/2004 shall be carried out by the technical staff of the firm under guidance of Inspecting Officer of third party agency.
13.	SAMPLE TESTING OF EACH LOT	G.I. Pipes supplied by the supplier, the sample will be tested from every lot randomly conforming to testing procedures of IS: 1239 (Part-1)/2004 at any laboratory by the department regularly. The cost of testing will be borne by the department, if the sample testing report found satisfactory. If the sample is found unsatisfactory then the expenditure on testing shall be recoverable from the supplier without prejudice to other action mention above clause-2 and the Department may deem fit.
14.	TRANSIT INSURANCE	No claim will be entertained by the department for any transit losses. It will be the sole responsibility of supplier to give the material at Central Store, Dehradun/Haldwani in full & good condition.
15.	TIME EXTENSION	If the supplies or any portion thereof including the making good of defects are delayed by any cause outside the control of the supplier, the supplier shall upon his written request, to the Consignee be entitled to such extension of time to the said officer in his discretion grants.
16.	PAYMENT	(i) 95% payment will be made against receipt of the material as per relevant specifications at Consignee store(s) in full and good condition along with Inspection Certificate of third party inspection agency and rest of 5% after receiving of satisfactory sample testing report from assigned laboratory.  (ii) Payment will be made only after satisfactory completion of complete supply of material ordered in particular supply order. Consignee may allow intermediate payment in view of quantity of material ordered and supplied under a particular supply order.

Supplier

D.A

A.E.

A.O.

E.E.

Counter Signature

Secy(Apl)/ S.E.(M)



17.	PENALTY	<p>If the supplier shall fail finally to complete the supplies within prescribed period given in supply order, or within any extended time allowed under clause 15 and the Consignee certifies in writing that the same ought reasonably so to have been completed, the supplier shall pay or allow to the Department to deduct at the rate 2% of the value of material which the supply shall so remain uncompleted.</p>
18.	REJECTION OF DEFECTED MATERIAL	<p>All material shall be conforming to IS specifications given by the Department. In case supplies not found as per specifications the Department will recover full costs thereof from the supplier.</p> <p>If the supplied material rejected by the Department authorities due to inferior quality/ substandard or not found as per specification given by the Department, have to be replaced by the supplier at their own cost within 30 days of notice that effect. If there is any delay in replacement then in addition to the replacement of substandard material said before, the supplier shall be liable to pay 2% of the cost of the rejected material as penalty and same shall be deducted from the bill of supplier by the consignee. In case if further supply are found to be inferior quality/ substandard not found as per specification and the same shall be established after joint sampling in presence of consignee &amp; authorized representative of supplier, notwithstanding action being taken, supplier shall be blacklist for the next three years and his security money laying with the department shall be forfeited.</p>
19.	ARBITRATION	<p>Any dispute or difference between the parties hereto as to the rights or liabilities of the parties hereto or as to any matter or thing whatsoever, arising under this contract or concerning its Supplies whether such dispute or difference arises during the continuance of this Contract or after its termination by completion or breach or otherwise howsoever, shall be referred to an arbitrator who will be the Chief General Manager or his nominee not below the rank of a Superintending Engineer. The decision of the</p>

Supplier

D.A

A.E.

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E.E.

Counter Signature

Secy(Apl)/ S.E.(M)

		<p>arbitrator shall be final and binding on both the parties and upon every such reference the costs of and incidental to the reference and arbitration respectively shall direct by whom and to whom and in what manner the same shall be borne and paid. The arbitrator may from time to time with the consent of the parties enlarge the time making and publishing the award.</p> <p>All disputes are within Dehradun Jurisdiction.</p>
20.	STAMP DUTY	Stamp Duty Rs. 100/- borne by the supplier in accordance to G.O. No. 36/XXVII(5)/Stamp/05, Finance Section-5, dated 28-01-2005 of Uttarakhand. If the rate of stamp duty is revised by the Govt., additional stamp duty due, if any, on account of such revision, will be deposited by the supplier subsequently. In case additional stamp duty is not deposited by the supplier, the same will be recovered from supplier's dues/deposits at twice the rate of balance stamp duty due on account of revision.
21.	SCHEDULE 'A' & 'B'	Schedule 'A':- Accepted rates for supply of G.I. Pipe is enclosed. Schedule 'B':- Price of latest Steel Skelp/ H.R. Coils as announced by SAIL and Zinc announced by Hindustan Zinc Ltd. Ex-Stock yard Ghaziabad as on 01.09.2012 is enclosed.
22.	Other Terms & Conditions	Other terms and conditions will be as per Contract Bond No. 09/E.E./2012-2013 dated 11.12.2012 of Executive Engineer, Central Store Division, Uttarakhand Peyjal Nigam, Dehradun which is circulated vide letter no. 2492/G.I. PIPE (TIRUPATI)/03 dated 12.12.2012 and as per tender document dated 05.10.2012.

Place : Dehradun.

Supplier

Witness No. 1.....

Witness No. 2.....

Supplier

D.A

A.E.

A.O.

E.E.

Counter Signature

Secy(Apl)/ S.E.(M)

**Schedule 'A'**

Address to,  
M/s Tirupati Containers Pvt. Ltd., 188, Loha Mandi, Ghaziabad-201010 (Uttar Pradesh).

Accepted Rates for Supply of ISI marked G.I. Pipes conforming to IS: 1239 (Part-1)/2004 or its latest amendment(s) screwed and socketed in length of 6 Mtrs. ( $\pm$  15 Cms.) with ISI marked sockets conforming to IS: 1239 (Part-II)/2004.

Rates detailed below are F.O.R. destination Central Store, Uttarakhand Jal Sansthan, Dehradun/Haldwani and include cost of material, packing and forwarding charges, road transportation charges and transit insurance charges etc. The material shall be supplied through road transport only. Unloading at consignee's stores will be done by the consignees themselves. The rates are also inclusive of 12% Excise Duty and 3% Edu Cess on Excise duty on Basic Rates.

Third party inspection charges are F.O.R. work cost of pipes (excluding excise duty) as actual on production of documentary evidence will be paid extra by the department. Central Sales Tax @ 4 % will be paid extra without Form 'C'. Tax will not be paid on the freight element.

S.No.	Dia of Pipe (in mm)	Rates Per/100 Meter in Rs.			
		Basic Rate/100 meter	Excise Duty @ 12% + 3% Edu Cess on Excise Duty	Freight	F.O.R. Destination Rate
<b>G.I. Pipe (Medium)</b>					
1	15	5850.00	723.06	91.46	6664.52
2	20	7400.00	914.64	111.00	8425.64
3	25	11000.00	1359.60	165.00	12524.60
4	32	14000.00	1730.40	210.00	15940.40
5	40	16100.00	1989.96	269.78	18359.74
6	50	22000.00	2719.20	330.00	25049.20
7	80	37200.00	4597.92	558.00	42355.92
8	100	53600.00	6624.96	804.00	61028.96
9	32 x 3 Meter	14300.00	1767.48	215.00	16282.48

Supplier

Counter Signature

D.A

A.E.

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E.E.

Secy(Apl)/ S.E.(M)

**Note:**

1. For one random length of pipe one ISI marked socket will be provide free of cost conforming to IS-1239 (Part-II)/2004 or its latest amendment(s).
2. For one 3.0 M. length of 32 mm dia (Med) pipe with both ends threaded as per IS:554, one ISI marked socket will be provided free of cost manufactured as per details given in clause 5.4 of IS: 9301/2004 or its latest amendments(s) and to be fitted on one end.
3. The rates are based on latest Ex-stock yard Ghaziabad price of Steel Skelp/H.R. Coils as announced by Steel Authority of India Ltd. (SAIL) and Zinc announced by Hindustan Zinc Ltd. as on 01.09.2012 as per Schedule 'B' enclosed.
4. Each pipe must invariably be marked with "Uttarakhand Jal Sansthan" at 2 meters interval starting from one end of pipe.

Place : Dehradun.

Supplier

Witness No. 1.....

Witness No. 2.....

Supplier

D.A

A.E.

A.O.

E.E.

Counter Signaure

Secy(Apl)/ S.E.(M)

**Schedule 'B'**

Address to,  
M/s Tirupati Containers Pvt. Ltd., 188, Loha Mandi, Ghaziabad-201010 (Uttar Pradesh).

-----  
**EX-STOCK YARD GHAZIABAD PLANT OF STEEL SKELP/ H.R. COILS AS ANNOUNCED BY SAIL AND ZINC ANNOUNCED BY HINDUSTAN ZINC LTD. AS ON 01.09.2012**  
-----

Sl. No.	Item	Prices in Rs.			Zinc
		Steel Skelp		H.R. Coil	
		2.5 and up to 3.15 mm (15mm & 20mm med. pipe)	Above 3.15 and upto 5.0mm (25mm to 80mm med. & 15mm to 80mm heavy pipe)	Above 3.15 (100mm to 150mm med. & heavy pipe)	
<b>01</b>	<b>02</b>	<b>03</b>	<b>04</b>	<b>05</b>	<b>06</b>
1.	BASE PRICE	<b>35040</b>	<b>34940</b>	<b>36400</b>	<b>123600</b>

Place : Dehradun.

Supplier

Witness No. 1.....

Witness No. 2.....

Supplier

Counter Signaure

D.A

A.E.

A.O.

E.E.

Secy(Apl)/ S.E.(M)

**DECLARATION**

I declare that I am neither staff member of the Uttarakhand Jal Sansthan nor related with any person presently working in the Uttarakhand Jal Sansthan or retired from Govt. Services as an administrative officer in an Engineering department upto two years. If such declaration shall become in any way directly or indirectly false in the notice of the department, the department may thereupon by notice in writing rescind the contract and Security Deposit shall be thereupon stand forfeited be absolutely at the disposal of the said. If the contract had been rescind, the supplier shall have no right to any compensation whatsoever on account of the cancellation of this agreement of contract or work that has already been performed under this contract.

Place: Dehradun

Date:

Supplier

Witness 1 .....

Witness 2 .....

Supplier

D.A

A.E.

A.O.

E.E.

Counter Signaure

Secy(Apl)/ S.E.(M)

**Contract Bond No. 41/G.I. Pipe/12-13 dated: 22.12.12**

**AGREEMENT FOR SUPPLY OF ISI MARKED G.I. PIPES CONFORMING TO IS: 1239 (PART-1)/2004 OR ITS LATEST AMENDMENT(S) IN RANDOM LENGTH OF 5 TO 7 MTRS IN CONTINUATION OF CONTRACT BOND NO. 11/E.E./ 2012-2013 DATED 17.12.2012 OF EXECUTIVE ENGINEER, CENTRAL STORE DIVISION, UTTARAKHAND PEYJAL NIGAM, DEHRADUN.**

THIS INDENTURE made on ....12.2012 between M/s Advance Steel Tubes Ltd., 81, Functional Industrial Estate, Patparganj, Delhi-110092 (herein called "the Contractor/Seller/Manufacturer/Supplier") which expression where the context so admits or implies includes his/their/its heirs, executors, administrators and assigns) of the one part AND the Department (herein called "Executive Engineer, Central Store, Uttarakhand Jal Sansthan, Dehradun" which expression where the context so admits or implies includes his successors-in-office and assigns) of the other part..

WHEREAS the Department "Uttarakhand Jal Sansthan" requires the supply of ISI marked G.I. Pipes conforming to IS: 1239 (Part-1)/2004 or its latest amendment(s) (herein called "the supply") at Consignee Store(s) of Uttarakhand Jal Sansthan, Uttarakhand and has caused to be notified a schedule of supplies to be executed and caused sufficient time and opportunity to be given to the Contractor/Seller/Manufacturer/Supplier (herein called Supplier) to inspect and measure the materials/supply/works which are to be supplied/executed.

AND WHEREAS the contractor has to agree with the Engineer to execute the work upon and subject to the condition hereunder printed (herein called the "said conditions") from the date of entering into agreement at the rates shown in the schedule 'A' & 'B' (herein called "contract rate"). The material shall be ordered from time to time upto dated: 16.12.2013.

Supplier

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**NOW IT IS HEREBY AGREED AS FOLLOWS:**

- (1) In consideration of the contract rate to be paid by the Uttarakhand Jal Sansthan at the time and in the manner set forth in said conditions, the supplier will upon and subject to the said conditions execute and complete the supply.
- (2) The Uttarakhand Jal Sansthan will pay the supplier the contract rate or such other sum as shall become payable at the time set forth in the said conditions.
- (3) The said conditions shall be read and construed as forming part of this contract and the parties hereto respectively shall abide by and observe and perform and comply with the terms, stipulations and agreements therein contained and on their part to be observed, performed and complied with respectively.

IN WITNESS WHERE OF the parties hereto have signed this deed on the dates respectively shown against their signature.

Supplier

(Kamal Arora)  
Authorised Signatory  
Advance Steel Tubes Ltd.

In the presence of :

(1) \_\_\_\_\_

(2) \_\_\_\_\_

Signed for and on behalf of the Department By \_\_\_\_\_

In the presence of :

Supplier

Counter Signaure

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## Conditions of Contract

In these conditions the following expressions have the following meanings unless the context otherwise requires, viz.:

"*Chief General Manager*" means the Chief General Manager, Uttarakhand Jal Sansthan for the time being incharge of the Uttarakhand Jal Sansthan, Uttarakhand.

"*Superintending Engineer*" means the Superintending Engineer (Material), Uttarakhand Jal Sansthan for the time being in charge of the Stores, Uttarakhand Jal Sansthan, Uttarakhand.

"*Executive Engineer*" means the Executive Engineer, Uttarakhand Jal Sansthan for the time being in charge of the Central Store Division, Uttarakhand Jal Sansthan, Uttarakhand.

"*Supplier*" means the Manufacturer, Contractor, Seller and represent person, partners or company contracting with the department by the indenture of which these conditions from part, and the pronouns. "he" and "his" where used in reference to the supplier shall respectively and in substitution for their ordinary meaning have the meaning of "they" and "their" when the supplier is a partnership or meaning of "it" and "its" when the supplier is a body corporate.

"Department" means the Uttarakhand Jal Sansthan which expression where the context so admits or implies includes his successors-in-office and assigns.

"Notice in Writing" or written notice means a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee. Any notice so posted shall be deemed to have been received at the time when in the ordinary course of post it would have been delivered.

"*Material*" means the item will be ordered i.e. ISI marked G.I. Pipes conforming to IS: 1239 (Part-1)/2004 or its latest amendment(s) screwed and socketed in random length of 5 to 7 Mtrs with ISI marked sockets conforming to IS: 1239 (Part-II)/2004 by the department for supplier.

"Central Store, Dehradun" means Central Store, Mothrowala Road, Near Bengali Kothi, Dehradun.

"Central Store, Haldwani" means Central Store, Khandelwal Park, Nainital Road, Near Sourabh Hotel, Haldwani.

"This Contract" means the Indenture to which these conditions are attached and these Conditions and Schedule of supply of material attached thereto.

"Contract Rate" means rate of G.I. Pipes as per Contract Bond No. 11/E.E./2012-2013 dated 17.12.2012 of Executive Engineer, Central Store Division, Uttarakhand Peyjal Nigam, Dehradun which is circulated vide letter no. 2547/G.I. PIPE (ADVANCE)/03 dated 17.12.2012.

Supplier

Counter Signaure

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Clause No.	Subject of Clause	Details of Additions, amendments, clarifications etc. to printed clause as listed under column-2
1.	SECURITY	<p>The supplier has furnished Bank Guarantee amounting to Rs. 5,00,000.00 (Rupees Five Lacs only) towards security deposit in the name of Executive Engineer, Central Store, Uttarakhand Jal Sansthan, Dehradun as below:-</p> <ol style="list-style-type: none"> <li>1. BG No.: 6041IPEBG120196 dated 22.12.2012.</li> <li>2. Valid up to: 28.02.2014</li> <li>3. Name of Bank: Bank of India, 37, Shaheed Bhagat Singh Marg, New Delhi-110001.</li> </ol> <p>The supplier shall rectify or make good the deficiency within 15 days after being informed by the Department in writing failing which the Department may recover the said amount from the bank guarantee so furnished by the supplier.</p> <p>The Department after due adjustment if any, shall within three months from the due completion of the contract period by the supplier, refund the security amount to the supplier.</p>
2.	RATES	<p>The rates are as per Contract Bond No. 11/E.E./2012-2013 dated 17.12.2012 of Executive Engineer, Central Store Division, Uttarakhand Peyjal Nigam, Dehradun which is circulated vide letter no. 2547/G.I. PIPE (ADVANCE)/03 dated 17.12.2012 for ISI marked G.I. Pipes conforming to IS: 1239 (Part-1)/2004 or its latest amendment(s) screwed and socketed in random length of 5 to 7 Mtrs with ISI marked sockets conforming to IS: 1239 (Part-II)/2004.</p> <p>The rates for supply of materials as per attached specifications and given in Schedule 'A' enclosed are F.O.R. destination Central Store, Uttarakhand Jal Sansthan, Dehradun/Haldwani and include cost of material, packing and forwarding charges, road transportation charges and transit insurance charges etc. The material shall be supplied through road transport only. Unloading at consignee's stores will be done by the consignees themselves. The rates are also inclusive of 12% Excise Duty and 3% Edu Cess on Excise duty on Basic Rates.</p>

Supplier

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		<p>Third party inspection charges are F.O.R. work cost of pipes (excluding excise duty) as actual on production of documentary evidence will be paid extra by the department. Central Sales Tax @ 4 % will be paid extra without Form 'C'. Tax will not be paid on the freight element.</p> <p>If any other taxes and duties, levied by the Central/ State Government within supply period given in supply order, will be paid extra after passing on MODVAT BENIFIT to the Department and after approval of the Chief General Manager, Uttarakhand Jal Sansthan.</p> <p>The requisite statutory documents like Form-'16' (Road Permit) shall be provided by the Department upon receipt of written request from the Supplier.</p>																				
3.	TOLERANCE	<p>The supply of material will be with tolerance, as detailed below.</p> <p><b>IS 1239(Part-1/2004)</b></p> <table border="1"> <thead> <tr> <th>S.N.</th> <th>Description of Tolerance</th> <th>As per BIS</th> <th>Required</th> </tr> </thead> <tbody> <tr> <td>1</td> <td><b>THICKNESS</b> Medium and Heavy Tubes</td> <td>- 10%</td> <td>- 7.5%</td> </tr> <tr> <td>2</td> <td><b>WEIGHT</b></td> <td></td> <td></td> </tr> <tr> <td>2.1</td> <td>Single Tube-Medium &amp; Heavy</td> <td>± 10%</td> <td>± 7.5%</td> </tr> <tr> <td>2.2</td> <td>For Quantities per load of 9M.T. Min</td> <td>± 7.5%</td> <td>± 5.0%</td> </tr> </tbody> </table> <p>Any material below the required tolerance but with in the B.I.S. tolerance may be accepted. In case for (-) minus tolerance payment will be deducted for difference in actual tolerance and required tolerance proportionality.</p>	S.N.	Description of Tolerance	As per BIS	Required	1	<b>THICKNESS</b> Medium and Heavy Tubes	- 10%	- 7.5%	2	<b>WEIGHT</b>			2.1	Single Tube-Medium & Heavy	± 10%	± 7.5%	2.2	For Quantities per load of 9M.T. Min	± 7.5%	± 5.0%
S.N.	Description of Tolerance	As per BIS	Required																			
1	<b>THICKNESS</b> Medium and Heavy Tubes	- 10%	- 7.5%																			
2	<b>WEIGHT</b>																					
2.1	Single Tube-Medium & Heavy	± 10%	± 7.5%																			
2.2	For Quantities per load of 9M.T. Min	± 7.5%	± 5.0%																			
4.	PRICE VARIATION	<p>(1) The prices are given in Schedule 'A' annexed hereto are firm and fixed except for variation as indicated below.</p> <p>(2) Prices in the Schedule 'A' enclosed are based on the ex-stock yard, Ghaziabad price of Steel Skelp/H.R. Coils as announced by Steel Authority of India Ltd. (SAIL) and Zinc announced by Hindustan Zinc Ltd. as on 01.09.2012 as detailed in Schedule 'B'.</p>																				

Supplier

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		<p>(3) In the event of any variation (increase or decrease) resulting in change in the price of Steel Skelp/Steel H.R. Coils and Zinc on account of revision as per SAIL and Hindustan Zinc Ltd. announcement. The revised price will be applicable on all pipes for dispatch, within supply period after 30 days (One month) from the date of revision in cost of Steel Skelp/H.R. Coils and Zinc.</p> <p>(4) Sales Tax and Excise duty as would be applicable on price (increase or decrease in case of Steel Skelp/H.R. Coils and Zinc will be taken into account for the purpose of price variation (increase or decrease).</p> <p>THE NOMINAL DELIVERY PERIOD FOR THE SUPPLIER IS 06 WEEKS AFTER RECEIPT OF DISPATCH INSTRUCTIONS (D.I) FROM RESPECTIVE CONSIGNEE. IF ANY SUPPLIER DOES NOT SUPPLY THE MATERIAL UNDER ANY CIRCUMSTANCES, WITHIN DELIVERY PERIOD, NO PRICE INCREASE WILL BE GIVEN TO HIM DUE TO INCREASE IN PRICE OF RAW MATERIAL BEYOND THE STIPULATED PERIOD OF 06 WEEKS, BUT IF THE PRICE OF RAW MATERIAL DECREASES, DECREASED RATES WILL BE GIVEN.</p>
5.	MODE OF TRANSPORTION	The material shall be supplied through Road Transport only. Unloading at consignee's stores will be done by the consignees themselves.
6.	VALIDITY	<p>The supplier shall provide everything necessary for the proper execution of the supplies in accordance with the contract, such materials and rates are hereinafter specified, and to the satisfaction of the department.</p> <p>The supplier shall start the supplies on the date of supply order affected and complete supply in all respects to the satisfaction of the department.</p> <p>The rate contract shall remain enforce up to 16.12.2013. It can be terminated at any time and at any stage by the department during the validity of the contract without assigning any reason. No claim or damage on account of such termination of the contract shall be entertained.</p>

Supplier

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		In case of non-compliance of supply order firm's security money laying with the department shall be forfeited.
7.	DELIVERY PERIOD	The supplier will deliver the required quantity of the material maximum within 06 weeks or before as per requirement of department from time to time, from the date of issue of supply order. The quantity, time schedule and contract sum may be changed as per the Departmental requirement.
8.	GUARANTEED QUANTITY	The quarterly guaranteed quantity as agreed will be 400 M.T. for Uttarakhand Jal Sansthan during the currency of the agreement.  At the time of order, the priority shall be given to the firm having first lowest rates of tender upto guaranteed quantity.
9.	ADDRESS OF THE SUPPLIER	M/s Advance Steel Tubes Ltd., <b>Office:</b> 81, Functional Industrial Estate, Patparganj Delhi-110092 Phone No: 011-43041427 Fax No. 011-22145978 Mobile No: 09312943283 (Mr. Kamal Arora) E-mail: info@advance.co.in Website: www.advance-india.com  <b>Works:</b> 45/3, Industrial Area, Site-4, Sahibabad, Distt. Ghaziabad-201010 (U.P). Phone: 0120-4178300 Fax: 0120-4178320
10.	WARRANTY/GAURANTEE	The supplier hereby declare that the goods/ stores/ articles sold to the buyer/ purchaser under this contract shall be of the best quality (and workmanship) and shall be strictly in accordance with the relevant specifications and the supplier hereby guarantees that the said goods/ stores/ articles would continue to conform to the description and quality aforesaid for a period of 01 year from the date of delivery of the said goods/ stores/ articles to the buyer/ purchaser and that notwithstanding the fact that the purchaser (inspector) may have inspected and/or approved the said goods/ stores/ articles. If during the aforesaid period, the said goods/ stores/ articles discovered not to conform to the description and quality

Supplier

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		<p>aforesaid or have deteriorated, the purchaser will be entitled to reject the said goods/ stores/ articles or such portion thereof as may be discovered not to conform to the said description and quality (decision of the purchaser in that behalf will be final and conclusive). On such rejection the goods/ stores/ articles will be at the supplier risk and all the provisions here in contained relating to rejection of goods, etc. shall apply. The supplier shall, if so called upon to do, replace the goods etc. or such portion thereof as is rejected by the purchaser free of cost at the ultimate destination within 30 days otherwise the supplier shall pay to the purchaser such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the purchaser in that behalf under this contact or otherwise.</p>
11.	<p><b>QUALITY CONTROL &amp; DEPARTMENTAL INSPECTION</b></p>	<p>G.I. Pipe will be supplied conforming to IS: 1239 (Part-1)/2004 and quality inspection certificate of manufacturing firm shall be submitted in original by the supplier along with the bill.</p> <p>As per the Departmental requirement said material may be dispatched after proper inspection, testing and certification by inspecting officer nominated by the Department. A test report bearing signature of Authorized Representative of manufacturer and Inspecting Officer of Department shall be produced by supplier with the bill. If the sample is found sub-standard then the expenditure on testing shall be recoverable from the supplier without prejudice to other action mention above clause-2 and the Department may deem fit.</p>
12.	<p><b>THIRD PARTY INSPECTION</b></p>	<p>Material shall be dispatched only after proper inspection, certification and marking by third party agencies with inspection report and inspection certificate issued by the inspecting agency RITES or any agency nominated by the department shall invariably be attached with dispatched documents of each consignment. For carrying out such inspection, the charges of Third Party Inspection Agency shall be borne by the department FOR work cost of pipes (excluding excise duty), as actual on production of documentary evidence.</p>

Supplier

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Secy(Apl)/ S.E.(M)

		Supplier shall have to provide all facilities for testing in their units with their technical staff to be used by Inspecting Officer of the Department or third party agency without carrying any extra cost. All required tests conforming to IS: 1239 (Part-1)/2004 shall be carried out by the technical staff of the firm under guidance of Inspecting Officer of third party agency.
13.	SAMPLE TESTING OF EACH LOT	<p>G.I. Pipes supplied by the supplier, the sample will be tested from every lot randomly conforming to testing procedures of IS: 1239 (Part-1)/2004 at any laboratory by the department regularly. The cost of testing will be borne by the department, if the sample testing report found satisfactory.</p> <p>If the sample is found unsatisfactory then the expenditure on testing shall be recoverable from the supplier without prejudice to other action mention above clause-2 and the Department may deem fit.</p>
14.	TRANSIT INSURANCE	No claim will be entertained by the department for any transit losses. It will be the sole responsibility of supplier to give the material at Central Store, Dehradun/Haldwani in full & good condition.
15.	TIME EXTENSION	If the supplies or any portion thereof including the making good of defects are delayed by any cause outside the control of the supplier, the supplier shall upon his written request, to the Consignee be entitled to such extension of time to the said officer in his discretion grants.
16.	PAYMENT	<p>(i) 95% payment will be made against receipt of the material as per relevant specifications at Consignee store(s) in full and good condition along with Inspection Certificate of third party inspection agency and rest of 5% after receiving of satisfactory sample testing report from assigned laboratory.</p> <p>(ii) Payment will be made only after satisfactory completion of complete supply of material ordered in particular supply order. Consignee may allow intermediate payment in view of quantity of material ordered and supplied under a particular supply order.</p>

Supplier

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Secy(Apl)/ S.E.(M)

17.	PENALTY	<p>If the supplier shall fail finally to complete the supplies within prescribed period given in supply order, or within any extended time allowed under clause 15 and the Consignee certifies in writing that the same ought reasonably so to have been completed, the supplier shall pay or allow to the Department to deduct at the rate 2% of the value of material which the supply shall so remain uncompleted.</p>
18.	REJECTION OF DEFECTED MATERIAL	<p>All material shall be conforming to IS specifications given by the Department. In case supplies not found as per specifications the Department will recover full costs thereof from the supplier.</p> <p>If the supplied material rejected by the Department authorities due to inferior quality/ substandard or not found as per specification given by the Department, have to be replaced by the supplier at their own cost within 30 days of notice that effect. If there is any delay in replacement then in addition to the replacement of substandard material said before, the supplier shall be liable to pay 2% of the cost of the rejected material as penalty and same shall be deducted from the bill of supplier by the consignee. In case if further supply are found to be inferior quality/ substandard not found as per specification and the same shall be established after joint sampling in presence of consignee &amp; authorized representative of supplier, notwithstanding action being taken, supplier shall be blacklist for the next three years and his security money laying with the department shall be forfeited.</p>
19.	ARBITRATION	<p>Any dispute or difference between the parties hereto as to the rights or liabilities of the parties hereto or as to any matter or thing whatsoever, arising under this contract or concerning its Supplies whether such dispute or difference arises during the continuance of this Contract or after its termination by completion or breach or otherwise howsoever, shall be referred to an arbitrator who will be the Chief General Manager or his nominee not below the rank of a Superintending Engineer. The decision of the</p>

Supplier

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		<p>arbitrator shall be final and binding on both the parties and upon every such reference the costs of and incidental to the reference and arbitration respectively shall direct by whom and to whom and in what manner the same shall be borne and paid. The arbitrator may from time to time with the consent of the parties enlarge the time making and publishing the award.</p> <p>All disputes are within Dehradun Jurisdiction.</p>
20.	STAMP DUTY	Stamp Duty Rs. 100/- borne by the supplier in accordance to G.O. No. 36/XXVII(5)/Stamp/05, Finance Section-5, dated 28-01-2005 of Uttarakhand. If the rate of stamp duty is revised by the Govt., additional stamp duty due, if any, on account of such revision, will be deposited by the supplier subsequently. In case additional stamp duty is not deposited by the supplier, the same will be recovered from supplier's dues/deposits at twice the rate of balance stamp duty due on account of revision.
21.	SCHEDULE 'A' & 'B'	<p>Schedule 'A':- Accepted rates for supply of G.I. Pipe is enclosed.</p> <p>Schedule 'B':- Price of latest Steel Skelp/ H.R. Coils as announced by SAIL and Zinc announced by Hindustan Zinc Ltd. Ex-Stock yard Ghaziabad as on 01.09.2012 is enclosed.</p>
22.	Other Terms & Conditions	Other terms and conditions will be as per Contract Bond No. 11/E.E./2012-2013 dated 17.12.2012 of Executive Engineer, Central Store Division, Uttarakhand Peyjal Nigam, Dehradun which is circulated vide letter no. 2547/G.I. PIPE (ADVANCE)/03 dated 17.12.2012 and as per tender document dated 05.10.2012.

Place : Dehradun.

Supplier

Witness No. 1.....

Witness No. 2.....

Supplier

Counter Signature

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Secy(Apl)/ S.E.(M)

## Schedule 'A'

Address to,  
M/s Advance Steel Tubes Ltd., 81, Functional Industrial Estate, Patparganj, Delhi-110092.

Accepted Rates for Supply of ISI marked G.I. Pipes conforming to IS: 1239 (Part-1)/2004 or its latest amendment(s) screwed and socketed in random length of 5 to 7 Mtrs with ISI marked sockets conforming to IS: 1239 (Part-II)/2004.

Rates detailed below are F.O.R. destination Central Store, Uttarakhand Jal Sansthan, Dehradun/Haldwani and include cost of material, packing and forwarding charges, road transportation charges and transit insurance charges etc. The material shall be supplied through road transport only. Unloading at consignee's stores will be done by the consignees themselves. The rates are also inclusive of 12% Excise Duty and 3% Edu Cess on Excise duty on Basic Rates.

Third party inspection charges are F.O.R. work cost of pipes (excluding excise duty) as actual on production of documentary evidence will be paid extra by the department. Central Sales Tax @ 4 % will be paid extra without Form 'C'. Tax will not be paid on the freight element.

S.No.	Dia of Pipe (in mm)	Rates Per/100 Meter in Rs.			
		Basic Rate/100 meter	Excise Duty @ 12% + 3% Edu Cess on Excise Duty	Freight	F.O.R. Destination Rate
<b>G.I. Pipe (Medium)</b>					
1	20	7400.00	914.64	111.00	8425.64
2	25	11000.00	1359.60	165.00	12524.60
3	32	14000.00	1730.40	210.00	15940.40
4	50	22000.00	2719.20	330.00	25049.20
5	65	27000.00	3337.20	405.00	30742.20
6	80	37200.00	4597.92	558.00	42355.92
7	100	53600.00	6624.96	804.00	61028.96
8	125	71000.00	8775.60	1065.00	80840.60
9	150	84000.00	10382.40	1260.00	95642.40
10	32 x 3 Meter	14300.00	1767.48	215.00	16282.48

Supplier

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Counter Signature

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S.No.	Dia of Pipe (in mm)	Rates Per/100 Meter in Rs.			
		Basic Rate/100 meter	Excise Duty @ 12% + 3% Edu Cess on Excise Duty	Freight	F.O.R. Destination Rate
<b>G.I. Pipe (Heavy)</b>					
1	15	6900.00	852.84	103.00	7855.84
2	20	8800.00	1087.68	132.00	10019.68
3	25	12600.00	1557.36	189.00	14346.36
4	32	16500.00	2039.40	247.00	18786.40
5	40	19500.00	2410.20	292.00	22202.20
6	50	26000.00	3213.60	390.00	29603.60
7	65	34200.00	4227.12	513.00	38940.12
8	80	42600.00	5265.36	639.00	48504.36
9	100	61400.00	7589.04	921.00	69910.04
10	125	77000.00	9517.20	1155.00	87672.20
11	150	92400.00	11420.64	1386.00	105206.64

**Note:**

1. For one random length of pipe one ISI marked socket will be provide free of cost conforming to IS-1239 (Part-II)/2004 or its latest amendment(s).
2. For one 3.0 M. length of 32 mm dia (Med) pipe with both ends threaded as per IS:554, one ISI marked socket will be provided free of cost manufactured as per details given in clause 5.4 of IS: 9301/2004 or its latest amendments(s) and to be fitted on one end.
3. The rates are based on latest Ex-stock yard Ghaziabad price of Steel Skelp/H.R. Coils as announced by Steel Authority of India Ltd. (SAIL) and Zinc announced by Hindustan Zinc Ltd. as on 01.09.2012 as per Schedule 'B' enclosed.
4. Each pipe must invariably be marked with "Uttarakhand Jal Sansthan" at 2 meters interval starting from one end of pipe.

Place : Dehradun.

Supplier

Witness No. 1.....

Witness No. 2.....

Supplier

Counter Signature

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**Schedule 'B'**

Address to,

M/s Advance Steel Tubes Ltd., 81, Functional Industrial Estate, Patparganj, Delhi-110092.

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**EX-STOCK YARD GHAZIABAD PLANT OF STEEL SKELP/ H.R. COILS AS ANNOUNCED BY SAIL AND ZINC ANNOUNCED BY HINDUSTAN ZINC LTD. AS ON 01.09.2012**

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Sl. No.	Item	Prices in Rs.			Zinc
		Steel Skelp		H.R. Coil	
		2.5 and up to 3.15 mm (15mm & 20mm med. pipe)	Above 3.15 and upto 5.0mm (25mm to 80mm med. & 15mm to 80mm heavy pipe)	Above 3.15 (100mm to 150mm med. & heavy pipe)	
<b>01</b>	<b>02</b>	<b>03</b>	<b>04</b>	<b>05</b>	<b>06</b>
1.	BASE PRICE	<b>35040</b>	<b>34940</b>	<b>36400</b>	<b>123600</b>

Place : Dehradun.

Supplier

Witness No. 1.....

Witness No. 2.....

Supplier

Counter Signaure

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**DECLARATION**

I declare that I am neither staff member of the Uttarakhand Jal Sansthan nor related with any person presently working in the Uttarakhand Jal Sansthan or retired from Govt. Services as an administrative officer in an Engineering department upto two years. If such declaration shall become in any way directly or indirectly false in the notice of the department, the department may thereupon by notice in writing rescind the contract and Security Deposit shall be thereupon stand forfeited be absolutely at the disposal of the said. If the contract had been rescind, the supplier shall have no right to any compensation whatsoever on account of the cancellation of this agreement of contract or work that has already been performed under this contract.

Place: Dehradun

Date:

Supplier

Witness 1 .....

Witness 2 .....

Supplier

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