

C.B. No. 03/MS ERW Line Pipe/12-13 Dated 18.07.12

AGREEMENT

Annual Rate Contract for Supply of ISI Marked Plain Ended M.S. ERW Line Pipe conforming to IS: 1978/1982 Grade YST-210 (Replaced by BIS as IS/ISO 3183/2007) in random length of 4 to 7 Meter.

This agreement executed in continuation of Rates approved by Centralized Purchase Committee on dated: 12.07.2012.

THIS INDENTURE made on 18.07.2012 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 Plain Ended M.S. ERW Line Pipe conforming to IS: 1978/1982 Grade YST-210 (Replaced by BIS as IS/ISO 3183/2007) in random length of 4 to 7 Meter (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 Manufacturer/Contractor/Seller (herein called Supplier) to inspect and measure the supply which are to be supplied.

AND WHEREAS the contractor has to agree with the Engineer to execute the work upon and subject to the condition hereunder printed (hereinafter called the "said conditions"). The material shall be ordered from time to time upto dated: 17.07.2013 from the date of entering into agreement at the rates shown in the Schedule 'A', enclosed (herein called "contract rate").

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.

In the presence of :

Supplier

(Kamal Arora)
Authorised Signatory
Advance Steel Tubes Ltd.

(1) _____

(2) _____

Signed for and on behalf of the Uttarakhand Jal Sansthan By _____

In the presence of :

Supplier

Counter Signaure

A.E.

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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 "theirs" 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 ordered i.e. ISI Marked Plain Ended M.S. ERW Line Pipe conforming to IS: 1978/1982 Grade YST-210 (Replaced by BIS as IS/ISO 3183/2007) in random length of 4 to 7 Meter 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 rates of supply of material attached thereto.

Supplier

Counter Signature

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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 a BG amounting to Rs. 2,50,000.00 (Rupees Two Lacs fifty thousand only) towards security deposit in the name of Executive Engineer, Central Store, Uttarakhand Jal Sansthan, Dehradun detailed below.:-</p> <ol style="list-style-type: none"> 1. BG No. 1BG34336 dated: 17.07.12. 2. Valid up to: 30.09.13. 3. Name of Bank: The Federal Bank Ltd., M-17, Connaught Circus, New Delhi. <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 BG, 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>Rates approved by Centralized Purchase Committee for Uttarakhand Jal Sansthan on dated: 12.07.2012 based on tender dated: 20.04.12.</p> <p>The rate for supply of material as per Schedule 'A' (enclosed herewith) are F.O.R. ex-works and include cost of material, packing and forwarding charges, road transportation charges, octroi and transit insurance charges etc. The material shall be supplied through road transport only. Unloading at consignee's store(s) will be done by the consignee's themselves.</p> <p>Excise Duty @ 12% & 3% Edu. Cess on Excise duty and Central Sales Tax @ 4% without Form 'C' will be paid extra. Excise Duty and Trade Tax will not be paid on the freight element.</p> <p>The inspection charges of Third Party Inspection Agency ex-works cost of pipes as actual on production of documentary evidence shall be paid extra.</p> <p>Note – During the period of supply, if DGS&D award any rate contract for allocated pipes on lower rates. In that case DGS&D Rates shall be valid for entire contract bond and payment of supply will be made on DGS&D Rates.</p>

Supplier

Counter Signature

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		<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>a. ISI marked Plain Ended M.S. ERW Line Pipe are to be supplied strictly according to specifications as per IS:1978/1982 Grade YST-210 (Replaced by BIS as IS/ISO 3183/2007).</p> <p>b. The Supply of material will be with tolerance in weight, as detailed below.</p> <table border="1"> <thead> <tr> <th>S.N.</th> <th>Description of Tolerance in weight</th> <th>As per BIS</th> <th>Required</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>For Single Tube</td> <td>- 3.5%</td> <td>- 2%</td> </tr> <tr> <td>2</td> <td>For Car Load lots (for min of 18 MT)</td> <td>- 1.75%</td> <td>- 1.00%</td> </tr> </tbody> </table> <p>Any material below the required within the BIS tolerance may be accepted. In such case payment will be deducted for difference in actual tolerance and required tolerance.</p>	S.N.	Description of Tolerance in weight	As per BIS	Required	1	For Single Tube	- 3.5%	- 2%	2	For Car Load lots (for min of 18 MT)	- 1.75%	- 1.00%
S.N.	Description of Tolerance in weight	As per BIS	Required											
1	For Single Tube	- 3.5%	- 2%											
2	For Car Load lots (for min of 18 MT)	- 1.75%	- 1.00%											
4.	PRICE VARIATION	<p>The rates are based on price of Steel H.R. Coils as on 01.03.2012 as announced by S.A.I.L. (Ex-works price net of discount @ Rs. 37,100/- PMT) as detailed in Schedule 'B'. Price variation will be allowed on the basic price of Steel H.R. Coil exclusive of Excise duty and Sales tax i.e. Excise duty, Sales tax or any statutory levy will not be allowed on difference of rates of Steel H.R. Coil. The rates are after passing on MODVAT BENEFIT to Uttarakhand Jal Sansthan.</p> <p>The revised price (increase/decrease) will be applicable, with respect to date of dispatch on all pipes, within valid delivery period from the date of revision in cost of Steel H.R Coils. It will be the responsibility of the supplier to furnish the details of such increase/decrease to the department latest within 30 days of release of such notification.</p>												

Supplier

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		<p>The variation in pipe prices shall be applicable after 30 days from the date of such increase/decrease in Steel H.R. Coil price, announce by S.A.I.L.</p> <p>The Nominal Delivery Period for the supplier is 45 days after the date of issue of Supply Order. If 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 45 days, but if the price of raw material decreases, decreased rates will be given.</p>
5.	MODE OF TRANSPORTION	The material will be supplied through Road Transport only.
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 in Schedule 'A', 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 all respects to the satisfaction of the department.</p> <p>The rate contract shall remain enforce up to 17.07.2013. It can be terminated at any time and at any stage by the department during the validity of the contract without assigning reason. No claim or damage on account of such termination of the contract shall be entertained.</p> <p>In case of non-compliance of supply order firm's security money laying with the department shall be forfeited.</p>
7.	DELIVERY PERIOD	The supplier will deliver the required quantity of the material within 45 days from the date of issue of supply order. The quantity, time schedule and contract sum may be changed as per the Departmental requirement.
8.	ADDRESS OF THE SUPPLIER	<p>M/s Advance Steel Tubes Ltd., Office: 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</p> <p>Works: 45/3, Industrial Area, Site-4, Sahibabad, Distt. Ghaziabad-201010 (U.P). Phone: 0120-4178300 Fax: 0120-4178320</p>

Supplier

Counter Signature

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9.	WARRANTY/GAURANTEE	<p>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 02 years 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 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>
10.	QUALITY CONTROL & DEPARTMENTAL INSPECTION	<p>Material will be supplied conforming to I.S. specification 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 nominating 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 and the Department may deem fit.</p>

Supplier

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11.	THIRD PARTY INSPECTION	<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 DGS&D/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 ex-works cost of pipes as actual on production of documentary evidence.</p> <p>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 & third party agency without carrying any extra cost. All required tests conforming to IS specifications shall be carried out by the technical staff of the firm under guidance of Inspecting Officer of third party agency.</p>
12.	SAMPLE TESTING	<p>The sample of supplied Plain Ended M.S. ERW Line Pipe may be tested randomly conforming to testing procedures of IS: 1978/1982 Grade YST-210, (Replaced by BIS as IS/ISO 3183/2007) 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, as the Department may deem fit and action will be done by the department according to clause 9 and 16.</p>
13.	TRANSIT INSURANCE	<p>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 Consignee's store(s) in full & good condition.</p>
14.	TIME EXTENSION	<p>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.</p>
15.	PAYMENT	<p>(i) 98% 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 2% after receiving of satisfactory sample testing report from assigned laboratory.</p>

Supplier

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		(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.
16.	PENALTY	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 14 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 at the rate 2% of the value of material which the supply shall so remain uncompleted.
17.	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 & 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>
18.	ARBITRATION	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 Superintending Engineer. The decision of the

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>
19.	STAMP DUTY	<p>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.</p>
20.	SCHEDULE 'A' & 'B'	<p>Schedule 'A':- Accepted rates for supply of material is enclosed.</p> <p>Schedule 'B':- Price of Steel H.R. Coil of S.A.I.L. (Ex-works net of discount) as on 01.03.2012 is enclosed.</p>
21.	Other Terms & Conditions	<p>Other terms and conditions will be as per tender document dated 20.04.12.</p>

Place : Dehradun.

Supplier

Witness No. 1.....

Witness No. 2.....

Supplier

A.E.

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Counter Signature

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Schedule 'A'

Address to,

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

Accepted Rates for Supply of ISI Marked Plain Ended M.S. ERW Line Pipe conforming to IS: 1978/1982 Grade YST-210 (Replaced by BIS as IS/ISO 3183/2007) in random length of 4 to 7 Meter.

Rates detailed below F.O.R. ex-works and include cost of material, packing and forwarding charges, road transportation charges, octroi and transit insurance charges etc. The material shall be supplied through road transport only. Unloading at consignee's stores will be done by the consignee's themselves.

Excise Duty @ 12% & 3% Edu. Cess on Excise duty and Central Sales Tax @ 4% without Form 'C' will be paid extra. Excise Duty and Trade Tax will not be paid on the freight element.

The inspection charges of Third Party Inspection Agency ex-works cost of pipes as actual on production of documentary evidence shall be paid extra.

Note – During the period of supply, if DGS&D award any rate contract for allocated pipes on lower rates. In that case DGS&D Rates shall be valid for entire contract bond and payment of supply will be taken on DGS&D Rates.

Sl. No.	Nominal Bore in mm	O.D. in mm	Wall Thickness in mm	Basic rate ex-works net of discount (excluding ED, Cess and CST) per meter in Rs.	Freight ex-works to Dehradun/ Haldwani per meter in Rs.
(1)	(2)	(3)	(4)	(5)	(6)
1	80	88.9	4.8	498.00	12.00
2			5.5	566.00	13.00
3	100	114.3	4.4	591.00	14.00
4			4.8	642.00	15.00
5			5.2	693.00	17.00
6	125	141.3	5.6	929.00	23.00
7			6.6	1087.00	26.00
8			7.1	1165.00	28.00
9			7.9	1299.00	31.00
10	150	168.3	4.8	959.00	23.00
11			5.2	1037.00	25.00
12			6.4	1267.00	31.00
13			7.1	1402.00	34.00
14			7.9	1546.00	37.00

Supplier

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15	200	219.1	4.8	1258.00	30.00
16			6.4	1665.00	40.00
17			7	1816.00	44.00
18			7.9	2040.00	50.00
19			8.2	2132.00	51.00
20			8.7	2257.00	54.00
21			9.5	2480.00	59.00
22	250	273.1	5.2	1704.00	41.00
23			5.6	1832.00	44.00
24			6.4	2087.00	50.00
25			7.1	2310.00	56.00
26			8.7	2836.00	68.00
27			9.3	3024.00	73.00

Note:

1. The pipes will be supplied with both ends beveled and fitted with protective end rubber rings.
2. Unless specified otherwise, pipes will be supplied with a protective paint (mill-coating) to protect it from rusting.
3. The outside weld bead(fin) shall not extend above the prolongation of the original surface of the pipe and the inside weld bead(fin) shall not extend the inside surface of pipe above by more than 1.5 mm for the pipes of IS: 1978/1982 Grade YST-210 (Replaced by BIS as IS/ISO 3183/2007).
4. For random length pipe the tolerance of the length of line pipes shall be as per clause 3 of Agreement of IS: 1978/1982 Grade YST-210 (Replaced by BIS as IS/ISO 3183/2007).
5. The rates are based on the price of Steel H.R. Coils as on 01.03.2012 as announced by S.A.I.L. (Ex-works net of discount) circulated vide letter no. GHA/M/FP/2011-12 dated 12.03.2012.
6. The rates shown above are after passing MODVAT benefit to Uttarakhand Jal Sansthan.

Place : Dehradun.

Supplier

Witness No. 1.....

Witness No. 2.....

Supplier

Counter Signature

A.E.

A.O.

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

Schedule 'B'

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

**PRICE OF STEEL H.R. COILS OF SAIL (EX-WORKS NET OF DISCOUNT)
AS ON 01.03.2012**

Sl. No.	Item	Price Per MT. H.R. Coils
1.	Base Price > 2.50 - 3.15 > 3.15 - 5.00 > 05.00 - 10.00	Rs. 37100.00 Rs. 37100.00 Rs. 37100.00

Place : Dehradun.

Supplier

Witness No. 1.....

Witness No. 2.....

Supplier

A.E.

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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

A.E.

A.O.

E.E.

Counter Signaure

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