

Regd.

RATE CONTRACT

From

The Director General, Supplies & Disposals, Haryana,
S.C.O. No. 09 (1st & 2nd Floors), Sector-16, Panchkula.
Tel. Nos. 0172-2570121-124.
Fax No. 0172-2570121, E-mail: supplies@hry.nic.in

To

1. **M/s Dadu Pipes (P) Limited**
Corporate Office C-101- Dadu Dyal House RDC
Raj Nagar, Ghaziabad-201002 (UP). Fax No. 91-120-2705614,
email: info@dadupipes.com, rajat3099@gmail.com
Works Address: M/s Dadu Pipes (P) Limited,
A-72, Industrial Area, Sikandrabad, Bulandshahr, Uttar Pradesh.
2. **M/s Vishal Pipes Limited,**
Corp. Office: 32, Nishant Kunj, 1st Floor, Near Kohat Enclave
Pitrapura, New Delhi-110034
Fax:- 91-11-46205699 E-mail: info@vishalpipes.com
verma163@gmail.com

Memo No. 43/HR/RC/E-2/2019-20/
Dated Panchkula, the

**Sub:- Arranging Rate Contract of ISI Marked ERW M.S Pipes against
Technical Bids opened on 23/07/2019. (Sr. No.14)**

With reference to your tender No & dated and this office acceptance letter No. & date, your letter No. & date given in Schedule-A attached on the subject noted above, I have to inform you that your rates have been accepted for the supply of stores as per terms and conditions given in Schedule-A & B already accepted by you in tender.

2. I enclose herewith an agreement form in duplicate and request that the Agreement may be executed on a Non-Judicial Stamp paper of Rs.15/- signed and returned to this office within 10 days from the date of issue of this letter. One copy of the agreement will be sent to you duly executed on behalf of Governor of Haryana for your record. You may kindly send power of attorney in favour of the person /persons who is /are authorized to sign the agreement together with/their specimen signature duly attested by Magistrate or Oath Commissioner or Resolution of the firm authorizing the persons to sign the documents on behalf of the firm.

3. The Contract shall come into force from the date of its issue and shall remain operative **up-to ONE YEAR i.e. 04.02.2021**. Government reserves the right to bring any other firm on the rate contract at any subsequent stage during the pendency of this rate contract.

4. The store must be supplied duly ISI Marked and confirms to the approved specifications/samples as per Schedule -"A" attached, failing which the same shall be rejected at your risk and cost.
5. The inspection of the material will be carried out by the Indenting Officers or their authorized representatives at your premises before dispatch.
6. The supply must be completed within the stipulated delivery period failing which the risk purchase will be affected against you and the excess cost thus incurred will be recovered from you. Delayed supplies shall be accepted under penalty clause of the Schedule -B unless the delivery period is extended by the competent authority.
7. The Director General, Supplies & Disposals Haryana reserves to himself the right to obtain the contracted items of stores when available from any Govt. Deptt./approved source without prejudice to this contract.
8. Failure to execute Agreement/ effect supplies within the stipulated period, repeatedly offering supplies liable to rejection or without prior inspection may render your earnest money/security liable to forfeiture, debarring of your firm in addition to other remedies as available under the terms of the contracts.
9. All cases, where payments are not made within time, should be referred to this office for taking necessary action against the defaulters.
10. Your attention is particular invited to the provision of Schedule-B regarding the compliance with requisition, preparation and submission of bills and quarterly submission of statement of supplies.
11. If the validity period of the ISI License expires during the currency of the rate contract, it will be your responsibility to get the license renewed well in time . In case, the ISI Licence is not renewed, then the Indenting Officer will be well within their rights to reject the supplies and this office will be at liberty to terminate the rate contract.
- 12.PRICE FALL CLAUSE:-** The price charged for the store shall not exceed in any way the lowest price at which you quote/supply the stores of identical description to DGS&D, New Delhi/ State Govt./Central Govt./ Institutions/ Undertakings/any other person during the delivery period/currency period of the rate contracts. If, at any time during the delivery period/currency period, you reduce the rate, sale price of quoted stores to any person at the price lower than the price chargeable under the supply order/ rate contract, you are required to inform this office and price payable under the supply order/contract for the stores supplied after the date of coming into force of such reduction of the rates shall stand correspondingly reduced to that level. You shall promptly notify the reduction of rates to this office as well as to the concerned Indenting Officer/ Consignees. You shall also give a certificate on their bills that the rates charged by you are not in any way higher to these quoted to the DGS&D, New Delhi and other State Govt./Central Govt./ Institutions etc., during the corresponding period. The Indenting Officer shall be required to ensure that requisite certificate is given by the concerned firm on the bills before releasing their payments.

13. All disputes will be settled within the jurisdiction of Head Quarter of the Directorate of Supplies & Disposals, Haryana, Panchkula.

Please acknowledge receipt of the letter.

Assistant Director, Supplies & Disposals, Haryana
For & on behalf of Governor of Haryana

Endst. No.

Dated :

A copy alongwith copy of Schedule-‘A’ showing the prices accepted, contained the conditions of supply and Schedule-‘B’ i.e. conditions of contract applicable is forwarded to the Engineer-in-Chief, Public Health Engineer Department, Haryana, Panchkula

1. They may indent for the requirement of goods including in the Schedule ‘A’ direct with the approved contractors under intimation to this office.
2. The security deposited by the firms would be released after two months of the termination of the contract and he is therefore, requested to send the complaints, if any, against the contractors to this office within this limit for settlement, failing which no complaint or claim will be entertained.
3. The inspection shall be arranged by the Indenting Officer/ Consignees or their authorized representatives at destination before releasing the payment of the supplies. The stores should be accepted only after satisfactory inspection and issue of proper inspection note showing the acceptance of the material as per approved specifications.
4. Please report all cases in which contractor fails to effect supply within the delivery period stipulated in the Schedule-‘A’ after the expiry of stipulated delivery period to this office for affecting purchase at the risk and cost of the contractors failing which all reasonability will rest with Indenting Officers/ Consignees for not effecting risk purchase within prescribed period.
5. After expiry of the rate contract/ delivery period, the Indenting Deptts. are required to confirm to this office within two months as to whether the firm has supplied the ERW M.S. Pipes as per the specifications, terms & conditions of the rate contract & nothing is to be recovered from the firm, so that their security may be released.

Assistant Director,
For Director General , Supplies &
Disposals, Haryana, Panchkula

Endst. No.

Dated

A copy is forwarded to the Deputy Excise & Taxation Commissioner, Ghaziabad. He is requested to ensure that the GST is paid by the firm to Government against this rate contract.

Assistant Director,
For Director General Supplies & Disposals,
Haryana, Panchkula



Page 3 of 10

Endst. No. 18178

Dated 5/02/2020

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

1. The Principal Accountant General (Audit), Haryana, Sector-33, Chandigarh
2. The Controller of Stores, Punjab, Chandigarh.
3. The Controller of Stores, Himachal Pradesh, Nigam Vihar Shimla.
4. The Controller of Stores & Directorate of Industries & Commerce, Jammu & Kashmir, Srinagar.
5. St. Section O/o DGS&D, Haryana.
- ✓ 6. Programmer O/o DGS&D, Haryana.
7. Departmental Processing Charges Branch DGS&D, Haryana.


Assistant Director,
For Director General Supplies & Disposals,
Haryana, Panchkula


SCHEDULE-'A'

Accepted rates, terms & conditions of M/s **Dadu Pipes (P) Limited**
Corporate Office C-101- Dadu Dyal House RDC Raj Nagar, Ghaziabad-201002 (UP).
Fax No. 91-120-2705614, email: info@dadupipes.com, rajat3099@gmail.com
Works Address: M/s Dadu Pipes (P) Limited, A-72, Industrial Area, Sikandrabad,
Bulandshahr, Uttar Pradesh (U.P.).

Firm's Offer no. No.DDPL/DSD/2019-20 dated 15.07.2019 and the meeting of High Powered Purchase Committee held on 23.12.2019 and this office acceptance letter No. 17482 dated 17.01.2020 and firm's letter No. DPPL/DSD/2019-20 dated 01.02.2020.

2. Your offer has been accepted for the supply of M.S. Pipes as per following specifications, rates, terms & conditions:-

Description of Stores.	Qty.
Electric Resistance Welded M.S Pipes	=on annual rate Contract basis.
Anywhere in Haryana	

Sr No	Size in mm	Rates in Rs./mtr inclusive GST @ 18% & third party inspection charges, FOR consignee godowns anywhere in Haryana duly unloaded	Quantity distribution
1	200mm x 6.4mm	Rs.1765.00	75%
2	250mm x 8.0mm	Rs. 2775.00	

Brand Name:- (DADU) Monogram (ISI), Trade Mark (DADU)

SPECIFICATIONS OF STEEL TUBES USED FOR WATER WELLS

ISI marked Steel Tubes used for Water Wells, types hot finished/ Electric Automatic Resistance Welded (ERW)/High Frequency Induction Welded (HFIW) in random standard length of 4 to 7 meters conforming to IS : 4270/2001 as amended up to date. Nominal bore & size of wall thickness are as mentioned below. Screwed End Socketed Casing Pipes as per table No. 2 of IS: 4270/2001 as amended up to date of Steel Grade Fe-410. One threaded socket duly bearing ISI certification mark shall be supplied free of cost with every length of pipe. All threads shall be coated with a petroleum jelly or other suitable rust preventing compound. All threads with V-from threads shall have the threads protected with plastic rings or sleeves.

Sr. No	Size (Nominal Bore)	Wall Thickness	Weight in Kg. per meter
1	200 mm	6.4 mm	33.6
2	250 mm	8 mm	52.3

- (i) Each pipe will be engraved with the wording "Haryana PHE Deptt." along the length after every 2 meters.

The firm shall give a certificate at the time of inspection and supply that every truck load confirms to the weights as per specifications of NIT. In order to satisfy that truck load confirms to the weight, the manufacturer at the time of dispatch of each consignment at his own cost will get the truck load weighed from Weighing Bridge at the place of dispatch & will send the proof of weight along with dispatch particulars to the consignee. The consignee will get the truck load weighed from any Weighing Bridge at the consignee's destination for confirmation. The cost of weighment at the consignee's destination will be borne by the consignee.

In case, the truck load weighment is not found as per the weight specified in supply order, the consignee will reject the same and will intimate the supplier & all other concerned accordingly.

Notes:

- i) At the time of inspection & supply, the manufacturer shall submit a certificate that each and every pipe has been tested for HYDROSTATIC TEST as per clause 8 of IS 4270:2001(As amended up to date).
- ii) **Inspection:** The inspection will be conducted at the premises of manufacturer before affecting the supplies. As such, the manufacturer shall have the sufficient facility for testing of the Steel Tubes as per the BIS Specifications. *It will be the sole discretion of indenting department to get the material inspected from anyone of the Illrd party inspection agencies or from departmental officers or from a combination of both.*
- iii) The source of raw material being used for manufacturing ERW M.S Pipes shall be strictly from approved vendors i.e. SAIL.

TERMS AND CONDITONS.

1. **Place of Delivery:** - At consignee Godowns at supplier risk, anywhere in Haryana
2. **GST:-** All inclusive in above rates.
3. **Validity period of rate contract:** One year from the date of its issue. You are required to execute all the supply orders placed up-to the last date of the rate contract.
4. GST on the ORDERED/CONTRACTED ITEM will be paid as applicable. In case, the supplies are delayed by the firm beyond the stipulated delivery period and there has been any upward revision in the rates of GST on the CONTRACTED ITEM, no such increase will be allowed but if there has been any reduction in GST, the same will be availed. No variation in GST on inputs viz raw material/ freight etc. will be applicable.
5. **Unloading at destination:-** Inclusive.
6. **Delivery Period:** Pipes worth minimum Rs.900.00 lacs against the rate contract with phased delivery of Rs.75 lacs per month.
7. **Payment terms:** - 100% payment will be made within 60 days after receipt of inspected/ accepted material in goods conditions duly unloaded in consignee's

godown. The Indenting Department would have to release payments in RTGS/ Electronic mode also.

8. **Inspection:-** The inspection will be conducted at the premises of manufacturer before effecting the supply.

In case, the material offered for inspection by the firm fails to meet the specifications stipulated in NIT/Order/Contract and the samples are rejected by the Inspecting Committee, the Indenting Department will have the right to levy a penalty at 0.1% of the total order value. In case, the material offered for inspection fails during the 2nd inspection also, the Indenting Department will have the right to increase the penalty to 0.25% of the total order value. In case, the material offered fails during the 3rd and final inspection also, the firm will be liable for penal action including forfeiture of security, risk purchase, debarring/ blacklisting in future, and no further opportunity for inspection would be provided to the supplier firm.

3. Other terms & conditions including Delivery period, Fall Clause, will be as per NIT/Schedule-A/B. Two copies of Schedule-'B' are enclosed.



Assistant Director
Supplies & Disposals, Haryana,
For & on behalf of Governor of Haryana.



SCHEDULE-'A'

Accepted rates, terms & conditions of M/s Vishal Pipes Limited, Corp. Office: 32, Nishant Kunj, 1st Floor, Near Kohat Enclave Pitrapura, New Delhi-110034, Fax:- 91-11-46205699 E-mail: info@vishalpipes.com, verma163@gmail.com

Firm's Offer no. No.VPL/DSD-HR//MSBK/2019-20 dated 20.07.2019 and the meeting of High Powered Purchase Committee held on 23.12.2019 and this office acceptance letter No. 17484 dated 17.01.2020 and firm's letter No. VPL/DSD-HR/MSBK/2019-20/020 dated 29.01.2020.

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Description of Stores.	Qty.
Electric Resistance Welded M.S Pipes	=on annual rate Anywhere in Haryana Contract basis.

Sr No	Size in mm	Rates in Rs./mtr inclusive GST @ 18% & third party inspection charges, FOR consignee godowns anywhere in Haryana duly unloaded	Quantity distribution
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Brand Name:- VPL INDIA

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5. **Unloading at destination:-** Inclusive.
6. **Delivery Period:** Pipes worth minimum Rs.300.00 lacs against the rate contract with phased delivery of Rs.25 lacs per month.
7. **Payment terms:** - 100% payment will be made within 60 days after receipt of inspected/ accepted material in goods conditions duly unloaded in consignee's godowns. The Indenting Department would have to release payments in RTGS/ Electronic mode also.

8. **Inspection:-** The inspection will be conducted at the premises of manufacturer before effecting the supply.

In case, the material offered for inspection by the firm fails to meet the specifications stipulated in NIT/Order/Contract and the samples are rejected by the Inspecting Committee, the Indenting Department will have the right to levy a penalty at 0.1% of the total order value. In case, the material offered for inspection fails during the 2nd inspection also, the Indenting Department will have the right to increase the penalty to 0.25% of the total order value. In case, the material offered fails during the 3rd and final inspection also, the firm will be liable for penal action including forfeiture of security, risk purchase, debarring/ blacklisting in future, and no further opportunity for inspection would be provided to the supplier firm.

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