

Regd.  
From

RATE CONTRACT

The Director General, Supplies & Disposals,  
Haryana, S.C.O No. 9, 1st & 2<sup>nd</sup> Floor, Sector -16, Panchkula.

To

M/s Vishal Pipes Limited,  
32, Nishant Kunj 1<sup>st</sup> Floor, near Kohat Enclave  
Pitampura, New Delhi-110034  
Email: [info@vishalpipes.com](mailto:info@vishalpipes.com), [govt.sales@vplgroup.com](mailto:govt.sales@vplgroup.com)  
Work address:-M/s Vishal Pipes Ltd., A-71, Industrial Area, Sikandrabad,  
Bulandshahar-203205, Uttar Pradesh.

Memo. No. 79/HR/RC/E-2/2022-23/  
Dated Panchkula the

**Subject:- Annual Rate Contract for the supply of ISI Marked ERW M.S Pipes of sizes 200mmx6.4mm & 250mmx8.0mm required by Public Health Engg. Deptt., Haryana. (Sr.No.4)**

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With reference to your offer no. dated and letter dated, this office acceptance letter No. dated and your letter No. and dated 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'.

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 26.04.2024**. 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 with approved specifications as per Schedule-'A' attached, failing which the same shall be rejected at your risk and cost. The inspection of the material will be carried out by the Indenting Officers or their authorized representatives at your premises before dispatch.

5. 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 may be accepted under penalty clause of the Schedule -'B' unless the delivery period is extended by the competent authority.

6. 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/any other source without prejudice to this contract.

7. 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 contract.
8. All cases where payments are not made within time, should be referred to this office for taking necessary action against the defaulters.
9. **PRICE FALL CLAUSE:-** i) The price charged for the stores supplied under this rate contract shall not exceed in any way the lowest price at which you quote/supply the stores of identical description to GeM/State Govt./Central Govt./Institutions/Undertaking/any other person during the delivery period/currency period of the rate contract. If, at any time during the said period, you/successful tenderer reduces the rate, sale price, of quoted stores to any person/Organization/ any Deptt. of Central Govt./ etc. at a price lower than the price chargeable under the rate contract, the tenderer/you are required to inform this office and the price payable under the rate 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 promptly notify the reduction of rates to this office as well as to concerned Indenting Officers/Consignees. You shall also give a certificate on your bills that the rates charges by you are not in any way higher to those quoted to the GeM/ other State Govt./ PSU/ 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.
10. All disputes will be settled within the jurisdiction of Headquarter of the Directorate of Supplies & Disposals, Haryana, Panchkula.

Please acknowledge the receipt of this letter.

- Sd -  
Deputy Director,  
Supplies & Disposals, Haryana  
For & on behalf of Governor of Haryana

Endst. No.79/HR/RC/E-2/2022-23/

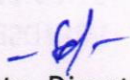
**Dated:**

A copy of the above is forwarded to the Engineer-in-Chief, Public Health Engineering Deptt. Haryana, Bay No.13-18, Sector-4, Panchkula for information and necessary action please.

1. He may place supply order directly with the approved firm under intimation to this office.
2. Maximum quantity to be ordered against the rate contract is 31,200 mtr for size 200mmx6.4mm and 21,750 mtrs. for size 250mmx8.0mm. Accordingly, Public Health Engg. Deptt. will act as Nodal Office against the rate contract so as to monitor the quantity to be purchased against the rate contract.
3. The inspection shall be arranged/conducted by the indenting officer/consignees or their authorized representatives at the premises of manufacturer before affecting the supplies/releasing the payments of the supplies. The store should be

accepted only after satisfactory inspection and issue of proper inspection note showing the acceptance of the material as per approved specifications.

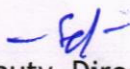
4. After expiry of the rate contract/delivery period, the Indenting Deptt. is required to confirm to this office within two months as to whether the firm has supplied the material as per the specifications, terms & conditions of the rate contract & nothing is remaining to be recovered from the firm so that the security of the firm may be released.

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

Endst. No. 79/HR/RC/E-2/2022-23/

Dated :

A copy is forwarded to the Excise & Taxation/GST Commissioner, Ghaziabad Uttar Pradesh for information and ensuring that the GST is paid by the firm to Government against this rate contract :-

  
Deputy Director  
For Director General, Supplies & Disposals,  
Haryana,

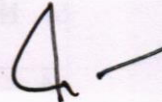
Panchkula

Endst. No. 79 /HR/RC/E-2/2022-23/ 719

Dated: 27/4/23

A copy 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.
6. Computer Programmer.

  
Deputy Director,  
For Director General, Supplies & Disposals, Haryana,

## SCHEDULE-'A'

Accepted rates, terms & conditions of M/s Vishal Pipes Limited, 32, Nishant Kunj 1<sup>st</sup> Floor, near Kohat Enclave Pitampura, New Delhi-110034

Email: [info@vishalpipes.com](mailto:info@vishalpipes.com), [govt.sales@vplgroup.com](mailto:govt.sales@vplgroup.com)

Work address:-M/s Vishal Pipes Ltd., A-71, Industrial Area, Sikandrabad, Bulandshahar-203205, Uttar Pradesh.

Your offer No. VPL/Mktg./DSD-HR/MSBK/2022-23 dated 02.01.2023 and your letter dated 31.03.2023 and this office acceptance letter No. 288 dated 12.04.2023, your letter No. VPL/DSD-PHED-HR/MSBK/2023-24/010 dated 20.04.2023.

### A. Store Details & Rates :-

| Rates are in Rs. per meter, incl. of GST @18%, incl. of inspection charges, Incl. of Freight & FOR destination etc.:- |                            |  |  |
|---|----------------------------|--|--|
| Sr. No.   | Size of the ERW M.S. Pipes | Qty. in meter  | Rates in Rs./ mtr. incl. all taxes, charges. |
| 1.  | 200mmx6.4mm                | Minimum Qty.:-20,750 mtrs.<br>Maximum Qty.:-31,120 mtrs. | 2650/-                                       |
| 2.  | 250mmx8.0mm                | Minimum Qty.:-15,000 mtrs.<br>Maximum Qty.:-21,750 mtrs. | 4125/-                                       |

### 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.
- (ii) The tenderer 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.

**Note:**

- i) The source of raw material being used for manufacturing ERW M.S Pipes shall be strictly from approved vendors as submitted by you i.e. SAIL.
- ii) 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)

**B. TERMS AND CONDITIONS:-**

1. **Place of Delivery:** - At consignee Godowns at supplier's risk anywhere in Haryana.
2. **Unloading charges at destination:-** Inclusive.
3. **Validity period of rate contract:** The rate contract will remain valid for one year from the date of its issue. The supply orders placed within the currency period of the rate contract are required to be executed by you.
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. **Delivery Period:-** The ERW MS Pipes of worth minimum Rs.1721.86 lacs against the rate contract with phased delivery of Rs. 143.48 lacs per month shall be supplied by the firm.

The manufacturer/firm fail to deliver or dispatch any consignment within the period prescribed for such delivery or dispatch stipulated in the supply order, the delayed consignment will be subject to 2% penalty per consignment per month recoverable on the value of the stores supplied. The other details will be as per provision

6. **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 option to release payments in RTGS/Electronics mode also.

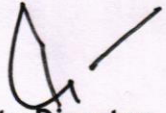
Delay in payments to the suppliers beyond the stipulated credit period indicated in the supply order, unless supported by cogent reasons and approved by a higher authority, will attract penal interest on the defaulting amount @ Rs. 25/- per rupees one lakh per day of delay beyond the stipulated credit period. Non provision of adequate budget will be no ground for delay in payments to the supplier. This is as per provisions contained at Para 17 of G.O. No.2/2/2010-4I-BII of dated 28.05.2010 (or as amended from time to time in this regard).

7. The Trade mark/Brand name of Ductile Iron pressure pipes supplied by you should be: " VPL INDIA".
8. **Inspection:-** The inspection will be conducted at the premises of manufacturer before effecting the supply. 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.

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 2<sup>nd</sup> 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 3<sup>rd</sup> 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.

**(OTHER TERMS & CONDITIONS AS PER DNIT AND SCHEDULE-B ATTACHED)**

Encls: A/a

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