

**REGD.**  
From

**RATE CONTRACT**

The Director General, Supplies & Disposals Haryana,  
SCO No. 9, (1<sup>st</sup> & 2<sup>nd</sup> Floors), Sector 16, Panchkula-134109 (Haryana).  
Telephone No. 0172- 2570121-124, Fax No. 0172-2570122.  
E mail: [supplies@hry.nic.in](mailto:supplies@hry.nic.in)

To

M/s Jai Balaji Industries Limited,  
5, Bentinck Street, 1<sup>st</sup> Floor, Kolkata 700 001.  
Tel. No. +91-33-22489808, 22488173  
E-mail ID: [bivash@jaibalajigroup.com](mailto:bivash@jaibalajigroup.com), [info@jaibalajigroup.com](mailto:info@jaibalajigroup.com),  
[Salespromoter43@gmail.com](mailto:Salespromoter43@gmail.com), [paruldev.sharma@jaibalajigroup.com](mailto:paruldev.sharma@jaibalajigroup.com)

Memo no. 81/HR/RC/E-2/2022-23/  
Dated Panchkula the

**Subject:- Annual rate contract for the purchase of ISI Marked Centrifugally Cast (Spun) Ductile Iron Pressure Pipes of sizes from 100mm to 1200mm of classes K-7 & K-9. ( Sr. No.02)**

-X-X-X-X-X-X-X-X

Dear Sir(s),

With reference to your tender No & dated and this office acceptance letter no. & dated, your letter no. & dated mentioned in Schedule -'A' attached herewith, on the subject noted above, I have to inform you that your offer has been accepted for the supply of stores as per terms and conditions given in the 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 24.04.2024. 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 stores must be supplied duly ISI Marked and of the approved specifications 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 and /or their authorized representatives as per NIT/Contract at your premises before dispatch.

6. The supply must be completed within the stipulated delivery period failing which the Risk Purchase will be effected 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.
7. The Director, 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 contract.
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. All disputes will be settled within the jurisdiction of Headquarter of the Directorate of Supplies & Disposals, Haryana, Panchkula.
12. **ISI Licence:-**It is also the responsibility of the contracting firm to intimate this Directorate in cases where ISI License has been expired or suspended or deferred for taking appropriate action, failing which action will be taken under the terms of contract against him.
13. 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 subject to penal action under the terms of Contract against the Contractor.
14. 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 & there has been any upward revision in the rates of taxes/duties on the contracted item, no such increase will be allowed but if there has been any reduction in taxes/duties, the same will be availed. No variation in taxes/duties on raw material will be applicable.
15. **PRICE FALL CLAUSE:-** The prices charged for the stores shall in any way exceed the lowest price at which you quote/supply the stores of identical description of stores to GeM/ State Govt. /Central Govt./ Institutions/ Undertaking/ any other person during the delivery period / currency period of the rate contracts. If, at any time during the delivery/ currency period, you reduces the rate, sale price of quoted stores to any person at the lower price than the price chargeable under this supply order/ rate contract for the stores supplied after the date of coming into force of such reduction of rates shall stand correspondingly reduced to that level. You shall promptly notify the reduction of rates to this office as well as to concerned Indenting Officers/ Consignees. You shall also give certificate on your bills that the rates



charged by you are not in any way higher to these quoted to the GeM 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 alongwith the bills before releasing their payments.

Please acknowledge receipt of the letter.

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

Endst. No. 81 /HR/RC/E-2/2022-23/

Dated:


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

1. The Engineer-in-chief, Public Health Engg. Department, Haryana bay no. 13-18, Sector-4, Panchkula.
2. The Chief Executive Officer, Gurugram Metropolitan Development Authority, Plot No.3, Sector-44, Gurugram  
e-mail id: [ceo.gmda@gov.in](mailto:ceo.gmda@gov.in), [gda.gurugram@gmail.com](mailto:gda.gurugram@gmail.com).
3. The Chief Administrator, Haryana Shehri Vikas Pradhikaran (HSVP), Sector-6, Panchkula.
4. The Managing Director, Haryana State Agriculture Marketing Board (HSAMB), Sector-6, Panchkula.
5. The Municipal Commissioner, Faridabad.
6. The Municipal Commissioner, Gurgaon.
7. The Chairman, Road & bridges Development Corporation Ltd., Bay No. 13-14, Sector-2, Panchkula.
8. The Engineer-in-chief, Irrigation & WR Deptt., Haryana  
E-mail Id: [eicirrigation@yahoo.com](mailto:eicirrigation@yahoo.com), [eiclcuirr@yahoo.com](mailto:eiclcuirr@yahoo.com),  
[hodspecial@yahoo.com](mailto:hodspecial@yahoo.com)

- a) You may indent for the requirement of the goods/store included in the Schedule-"A" attached directly on the approved contractors/firms under intimation to this office.
- b) The security deposited by the firms would be released after receipt of two months of the termination of the contract and, 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.
- c) 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.

Please report all cases in which contractor failed to effect supply within the delivery period stipulated in the Schedule-"A" after the expiry of stipulated delivery period to this office for effecting purchase at the risk and cost of the contractors failing which all responsibility will rest with Indenting Officers/ Consignees for not effecting risk purchase within prescribed period.

- d) It was also decided by the HPPC that if any firm failed to adhere to the schedule of supplies as per the orders, action would be taken against the firm as per terms & conditions of the Rate Contract and the Indenting Departments would be free to allocate the balance quantities amongst the other better performing approved firms. Public Health Engineering Department would act as the Nodal Department to monitor the allocation of the quantities against the Rate Contract.
- e). 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 D.I 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.
- f). The Boards/Corporations/Federation/Universities are required to deposit departmental charges @ 1% of the value of supplies obtained by them against this rate contract, with this office as per the State Govt. Instructions.
- g). The goods should be accepted only if these have been inspected by the inspection Officer/authority before dispatch and they should not make any payment for any supply which has not been inspected. Please also report such cases in which the contractor fail to effect supply within the delivery period given in the Schedule-'A' for effecting purchase at the risk and expenses of the contractor and taking action warranted under the terms of the contract.
- h). No payment shall be made against RR or GR of any Road Transport Company against this contract.
- i). The Inspection Officer/agency should check up the validity of ISI Licence & ISO 9001 certificate for the approved item with the firm at the time of inspection and ensure that the firm is holding valid ISI Licence & ISO: 9001 certificate at the time of inspection.

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

Endst. No. 81/HR/RC/E-2/2022-23/

Dated

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

— s/r

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

Endst. No. 81/HR/RC/E-2/2022-23/ 11352

Dated: 17/5/23

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.
7. Departmental Processing Charges.

4

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



## SCHEDULE-'A'

Accepted rates, terms & conditions of M/s Jai Balaji Industries Ltd., 5, Bentinck Street, 1<sup>st</sup> Floor, Kolkata 700 001. Tel. No. +91-33-22489808, 22488173

E-mail ID: [bivash@jaibalajigroup.com](mailto:bivash@jaibalajigroup.com), [info@jaibalajigroup.com](mailto:info@jaibalajigroup.com),  
[Salespromoter43@gmail.com](mailto:Salespromoter43@gmail.com), [paruldev.sharma@jaibalajigroup.com](mailto:paruldev.sharma@jaibalajigroup.com)

Your offer No. JBIL/DSD/HARYANA/TENDER/RC(22-23)06 dated 01.01.2023 and your letter dated 31.03.2023 and this office acceptance letter No. 300 dated 12.04.2023, your letter No. JBIL/DSD/Haryana/SUB-SD-BG/RC(20-23)/2023-24/01 dated 12.05.2023.

- (i) **Store Detail:-** ISI Marked Centrifugally Cast (Spun) Ductile Iron Pressure Pipes Class K-7 & K-9 for water gas and sewerage as per detail given below:-

Sr. No.	Class and size of the Pipes in mm	Rates in Rs./ mtr.	Apportionment of Value/Qty.
1.	Class K-7: 150 mm	1859.00	30%
2.	Class K-9: 150 mm	2199.00	30%

The pipes shall be coated externally with zinc coating alongwith finishing layer of bitumen or red epoxy paint (as per the requirement of the department) as per annexure-A of IS: 8329:2000 (as amended up to date). The pipes shall be provided with Portland cement or Sulphate resisting Portland Cement (as per the requirement of the department) mortar lining internally as per annexure-B of IS:8329:2000 (as amended up to date).

Each pipe required to be supplied to PHED, will be stamped with the Wording "Haryana PHE Deptt."

### **Rubber Gasket:-**

Each length of pipe shall be supplied with one EPDM Quality Type 2 for Bulb & Type 5 for Heel termite proof Rubber Gasket duly ISI marked free of cost confirming in all respects to specification No. 5382/1985 ( as amended up to date) and 10 % (Ten percent) extra Rubber Gasket bearing ISI Certification mark shall also be supplied free of cost. The Rubber Gasket shall be guaranteed for satisfactory performance for at least 2 years from the date of supply.

The supplier shall provide the attested photo copies of license granted by BIS Authority for marking the ISI Certification for Rubber Rings intended to be supplied with the pipes to the inspecting authority at the time of inspection.

**Note:** 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 11 of IS 8329:2000 ( As amended up to date).

(ii) TERMS AND CONDITIONS:-

1. **Place of Delivery:** - The above rates are FOR Destination anywhere in Haryana at consignee stores/Godowns at supplier risk.
2. **Unloading charges at destination:-** Inclusive.
3. **Delivery period:** (i) As specified in the NIT (Schedule-A) i.e. The D.I. Pressure Pipes of approved sizes & classes of minimum worth Rs. 15 crores per month or allocated percentage share of Rate Contract within 08 months whichever is on higher side shall be supplied by you.

The intended item is urgently required as per delivery period i.e within 08 months. If any firm failed to adhere to the schedule of supplies as per the orders, action would be taken against the firm as per terms & conditions of the Rate Contract and the Indenting Departments would be free to allocate the balance quantities amongst the other better performing firms.

4. **Validity period of rate contract:** The rate contract will remain valid for one year i.e upto 24.04.2024. The supply orders placed within the currency period of the rate contract are required to be executed by you.
5. **Payment terms:-** 100% payment will be made within 60 days after receipt of inspected/accepted material in good conditions duly unloaded in consignee's stores/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.

6. **Price Variation Clause:**

- a. The price variation shall be based on the latest confirmed Monthly wholesale price index declared by office of Economic Advisor to GOI ministry of Commerce & Industries, available on web site -<http://eaindustry.nic.in>.
- b. Latest confirmed monthly wholesale price index of pig Iron is 170.7 for the month of August 2022 which shall be considered as base index as the same was mentioned in the DNIT.
- c. Price variation in the rates of DI pipe shall be calculated on account of variation in confirmed monthly wholesale price index of pig iron with base index. In event of any variation, prices will be calculated as per formula given below:-

$$P = R_b + 0.65 \left[ \frac{(W_n - W_b)}{W_b} \right] \times R_b$$

P= Effective new base for rates considering price variation in Rs./Mtr. excluding freight, Inspection charges, applicable taxes etc.



$R_b$  = Base FOR rate of D.I pipes as per agreement/rate contract excluding Freight, Inspection charges, applicable taxes etc.

$W_n$  = latest confirmed wholesale price index of pig Iron from previous months as on first working day of the month or inspection offered.

$W_b$  = Monthly wholesale price index of pig Iron given as base index.

- d. Freight charges, Inspection charges and other charges once quoted shall remain fixed throughout completion of the entire contract. No variation will be allowed.
- e. For every 1% variation in the wholesale price index (W.P.I.) of Pig Iron the corresponding variation in the basic prices of D.I. pipes will be 0.65%
- f. In case quoted rates are reduced by the supplier during negotiation then same shall be reduced from quoted basic price of the firm. Freight charges, Inspection charges other charges once quoted shall remain fixed throughout the rate contract.

#### 7. Price Variation Effect:-

Wholesale price index of pig Iron declared by office of Economic Advisor to Govt. of India, Ministry of Commerce & Industries shall be applicable as mentioned below:-

- i) For giving an inspection offer in the month of May 2023, rates will be finalized as on 1<sup>st</sup> working day of this month i. e. On 1<sup>st</sup> May 2023 on this date wholesale price index of January, February & March 2023 would be available. Out of these available WPIs, WPI of February & March would be provisional and WPI of January would be confirmed. So price variation for an inspection offered in month on May will be given based on WPI of January 2023 (As per DNIT).
- ii) For calculation of effective new price, if inspection is offered within original delivery period as per supply order, effective new price shall be calculated based on latest confirmed Wholesale Price Index of Pig Iron available as on 1<sup>st</sup> working day of the month of inspection offered. Such variation shall be admissible for the quantity offered for inspection within delivery period.

If inspection is not offered within original delivery period as per supply order, price escalation will not be payable. However any reduction in price shall be considered & payment based on applicable latest confirmed wholesale price index of pig Iron available as on 1<sup>st</sup> working day of month of inspection offered shall be made.

Also such variation shall not be taken in to consideration for extension of time limit if any granted at the request of the supplier. In case, where time limit is extended on request of the supplier, any increase in such price variation shall not be admissible to the supplier, but decrease in such price variation as above shall be made applicable. Price variation effect as mentioned above shall be calculated & verified by paying



authority i.e. Indenting Department prior to making payment. As per instructions dated 18.06.2013, Public Health Engineering Department is nodal department for procurement of items related to water supply & sewerage and Engineer-in Chief, PHED, Haryana will be competent authority to finalize the rates on monthly basis and will circulate the same through DGS&D, Haryana to all procuring departments in Haryana.

The contract holder shall have to give an undertaking at the time of claiming their bills for price variation as under "We hereby certify that the Pig Iron of the DI pipes for which the bill is being raised, is not purchased through any Government or Semi Government undertaking at the concessional rate".

- iii) In case where inspection offer is given in time limit as specified in supply order and the same stands inspected, but there is delay in delivery of goods resulting in time limit extension, due to reasons beyond the control of manufacturer, price variation as per condition of rate contract shall be admissible to the supplier. However, in that case liquidated damages as per terms & conditions of the rate contract shall be applicable to the delayed supply which will be decided case-to-case at the discretion of indenting department.
- iv) While making payment based on effective new price special emphasis shall be given to the monthly commitment of the supplies of the firm as below:-
  - a. In case, firm supplies material more than or equal to their monthly commitment, price variation (either increase or decrease) shall be admissible to the supplier on the total material supplied in that particular month.
  - b. In case, firm supplies less material than their monthly commitment as per the agreement, Price variation (either increase or decrease) shall be admissible to the supplier on material supplied in that month. However, difference in the per month commitment to the supplies of the firm and the material actually supplied, shall be carried forward in the next month. When this material is received in the next month, payment of the same shall be made either as per rates fixed in previous month's in which these supplies are required to be received as per the commitment or as per rates fixed in the current month i.e. in the month supplies are actually supplied, whichever is lower.
- v) In case rate contract is finalized with more than one firm for a particular size, effective rates shall be calculated based on basic price of each firm and payment to the suppliers shall be made based on lowest new effective rates among the suppliers in that particular size.

8. **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 Ductile Iron Pipes & Rubber Rings as per the BIS Specifications. It will be the sole discretion of indenting department to

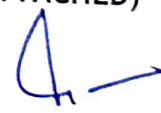
get the material inspected from anyone of the Illrd party inspection agencies or from departmental officers or from a combination of both.

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.

9. **Penalty to firm on Delay in delivery:** Should the contractor 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 contained in sr.no. 14 of "schedule -B' condition of contract.
10. The Trade mark/Brand name of Ductile Iron pressure pipes supplied by you should be:  
"Jai Balaji Industries Limited".
11. Failure to effect the supplies as per specifications ,terms & conditions of supply order or any other violation as per NIT/Schedule -B may render to forfeiture of earnest money/security /pending payments besides taking of other penal actions as per terms & conditions of Schedule-'B'.

(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