

From,

**Materials Manager,
Uttar Pradesh Jal Nigam,
6 Rana Pratap Marg,
Lucknow.**

To,

**M/s Swastick Tubes (P) Ltd.
128/9, H-2, Kidwai Nagar,
Kanpur. 208 011**

Letter No. 3229/क्रय/PC/PVC Pipes(Swastick Tube) (2121-0133)2016/26

Dated 22/12/2016.

Sub: Allocation of I.S.I. Marked P.V.C. Pipes against Contract Bond No. 04/MM/2016-17, Dtd 16/04/2016.

Dear Sirs,

Please refer to this office' above noted agreement. Consignee-wise allocation of ISI Marked PVC Pipes conforming to IS-4985/2000 or its latest amendment(s) is detailed in Annexure-A of this letter in accordance with terms and conditions given in the agreement under reference. Each plain ended pipe is to be supplied with one free coupler conforming to IS:7834(Part-VI)/1975 or IS:10124(Part-I)/1992. Each pipe is to be supplied with adequate quantity of solvent cement conforming to IS:14182/1994. Quantity being allocated herewith is **399.52 M.T.**

Formal supply order and dispatch instructions will be issued by the consignees concerned.

Important and relevant terms and conditions as agreed upon have been reproduced in Annexure-B of this allocation order for your attention and benefit of the consignee(s) and shall be treated as an integral part of this allocation.

2. Rates for supplies as allocated herein shall be governed especially by Clause-16 of the agreement. Excise Duty Exemption Certificate shall be Provided by the consignee as per Government Notification No. 12/2012 Central Excise dated 17/03/2012 issued by District Magistrate, hence **Excise Duty is NIL**. UP VAT @ 5.00% (including SAT @1.00%) will be paid extra. **VAT shall not be chargeable on FREIGHT ELEMENT. Details of freight element are given in Annexure-A.**

3. Validity date of the agreement under reference is **12/04/2017** and as per **Clause-23.1.1** of the agreement it can be extended only if the undersigned and you are in mutual agreement. As such payment against supplies effected after this validity date shall be released by the consignee(s) only after getting clearance for the same from this end.

4. As per **clause 21.1** of the agreement supplies as mentioned herein should be started within a week' time if materials are available in ready stock otherwise within four weeks time positively. In case a request from any consignee(s) is received for shortening the so stated delivery period on grounds of any special reason, the supplier shall make all out efforts to complete the supplies within the desired time frame work and not give any opportunity to consider imposing **clause-28** of the agreement pertaining to **LIQUIDATED DAMAGES ETC.**

5. Dispatch instructions such as destination station, bankers name etc. along with delivery schedule will be intimated by the consignee(s) concerned as detailed in Annexure-A under registered cover and a copy of the same should be endorsed to this office. If it is not issued by **21/01/2017** it would be presumed that the consignee is now not in need of the material allocated in Annexure-A. On receipt of a confirmation of non-receipt of dispatch instruction from the supplier by **28/01/2017** the so allocated material can be diverted to any other consignee or re-allotted to the same consignee and the supplier shall not be entitled to any claim or compensation etc. on this account as per **clause-24.2** of the agreement.

6. As per **clause-33.8.1** of the agreement PVC Pipes allocated herein shall be dispatched only after proper inspection, testing, certification and marking by **M/s Crown Agents India Pvt. Ltd., 405, International Trade Tower, Nehru Place, New Delhi - 110 016**. For carrying out such inspection the charges of third party agency shall be paid by you to M/s. Crown Agents in advance @ 0.85% (Service Tax extra as applicable) of Ex-Works Cost of Pipes (excluding VAT and Freight) to be inspected since they are included in your rates.

7. **You are required to maintain density of P.V.C. Pipes as 1.40 to 1.46 grams/cm³ positively (As per clause 10.6 of IS:4985/2000) failing which the pipes will not be accepted at all. Density test shall also be carried out by the inspecting agency along with other parameter provided in IS:4985/2000 or its latest amendment(s).**

8. As per clause 33.9 of the agreement you shall have to provide facility of utilising testing equipment and machinery available in your unit with your technical staff to be used by Inspecting Officer of U.P. Jal Nigam or by Third Party Inspection Agency without charging any extra cost for carrying out required tests.

9. **The material should only be supplied if your license for ISI Marking is valid on date of supply of material.**

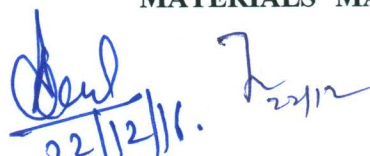
10. You have to furnish to Consignees, documented detail(s) of Service Tax paid in the process of commencement of supplies to service providers such as transporters etc.

Please acknowledge receipt of this letter.

Yours faithfully,

Encl. Annexure A & B


(SAMIR GOVIL)
MATERIALS MANAGER.


22/12/16.

