

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

To,

M/s Jain Irrigation Systems Ltd.,  
Jain Plastic Park, N.H. No. 6, P.O. Box 72,  
Bhombhari, JALGAON - 425 001.

Ph. No.- (0257) 2258011

Fax No.- (0257) 2258111

Letter No. 125 /PC/HDPE Pipes(Jain) (2121-0.193...)2012/e 3 Dated 24/01/2012.

Sub: **Allocation of I.S.I. Marked H.D.P.E. Pipes against Contract Bond No. 25/MM/2011-12, Dt.25/06/2011.**  
**TRIAL ALLOCATION.**

Dear Sirs,

Please refer to this office' above noted agreement. Consignee-wise allocation of ISI Marked HDPE Pipes conforming to IS-4984:1995 read with its latest amendment(s) is detailed in Annexure-A of this letter for supply, laying, jointing and commissioning in accordance with terms and conditions given in the agreement under reference. Quantity being allocated herewith is 10.19 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 supply, laying, jointing and commissioning as allocated herein shall be governed especially by Clause-16 of the agreement. For supply part of the rates Excise Duty inclusive of Education Cess @ 10.30 % as leviable presently on H.D.P.E. Pipes is included in the rates & stands adjusted towards MODVAT benefit in favour of U.P. Jal Nigam. Concessional C.S.T. @ 2.00% will be paid extra against Form-C. Form-C and Form-38 shall be issued by consignees on written demand. It is as such clarified that Central Sales Tax shall be leviable only on F.O.R. Works rates of finished products & not on freight element. For laying, jointing & commissioning part of rates the taxes attracted on account of Income Tax/Labour Welfare Cess shall deducted by the consignee at the applicable rates. Liability works contract tax, as applicable, shall rest with you.

3. Validity date of the agreement under reference is 03/06/2012 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 23/02/2012 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 02/03/12 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-33.10.1 of the agreement HDPE Pipes allocated herein shall be dispatched only after proper inspection, testing, certification and marking by M/s Crown Agents India Pvt. Ltd., 615-616, 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 (including Excise Duty & excluding CST and Freight) to be inspected out of which an amount equal to @ 0.47% of Ex-Works Cost of Pipes is included in your rates and rest shall be reimbursed by Consignee on production of claim.

Incase extra man days are required and minimum required inspection charges exceed 0.85%, the excess charges over and above 0.47% shall be borne by you as per your consent letter No. AKA/ALLD/UPJN/296 dated 12/12/2011.

7. You are required to maintain density of H.D.P.E. Pipes as 940.0 to 958.0 Kg/M<sup>3</sup> positively as per latest amendment No. 3 & 4 of IS-4984:1995 (As per clause 5.2.1 of IS-4984:1995) failing which the pipes will not be accepted at all. Tests specified in Clause 8 of IS-4984:1995 such as Hydraulic test, Reversion test, Overall Migration test, density, MFR, Carbon black content & dispersion shall invariably be carried out by the inspecting agency along with other parameter provided in IS:4984:1995 read with its latest amendment(s).

8. As per clause 33.10.6 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.

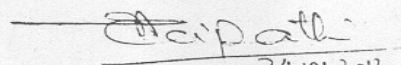
9. The material should only be supplied if your license for ISI Marking is valid on date of supply of material.

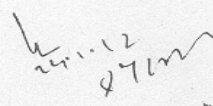
10. You have to furnish to Consignees, documented detail(s) of Service Tax paid in the process of commencement of supplies to service providers such as transporters etc.

Please acknowledge receipt of this letter.

Yours faithfully,

Encl. Annexure A & B

  
24/01/2012  
(R.C. TRIPATHI)  
MATERIALS MANAGER.

  
24/1/12  
24/1/12

Copy of the above allocation is forwarded to the following for information and necessary action:

1. Chief Engineer (Purchase), U.P. Jal Nigam, Lucknow.
2. Chief Engineer(Agra), U.P. Jal Nigam, Agra.
3. Concerned Superintending Engineers, U.P.Jal Nigam.
4. Copy **along with all Annexure** forwarded to Executive Engineer, CD, Etah with the remarks that **he should issue supply order along with dispatch instructions** mentioning the name of destination station, location of go-down, banker's name etc. to the firm under intimation to this office.

The supply should be accepted till the validity of supplier's license for ISI Marking & validity of the Rate Contract whichever is earlier.

Also the material should only be accepted by them if it is dispatched after proper inspection, testing, certification & marking by Third Party Inspection Agency named on first page. They should also check that the inspection report & inspection certificate issued by the inspecting agency is invariably attached with dispatch documents of each consignment.

The rates are inclusive of Excise Duty & Education Cess @ 10.30 % as leviable presently and Third Party Inspection Charges @ 0.47% of Ex-Works Cost of Pipes.

Concessional C.S.T. @ 2.00% shall be payable extra against Form-C. Form-C and Form-38 will be issued by you on written demand of firm. Central Sales Tax is leviable on F.O.R. Works rates of HDPE Pipes. The firm shall give an undertaking on each bill that CST has been levied on Rates of finished products only & not on freight element.

After commissioning of allocated HDPE pipes you are required to confirm to this office immediately the status regarding satisfactory completion of commissioning of HDPE pipes as per relevant IS specification. You are also requested to submit the field performance report of the allocated HDPE pipes within one month's period after commissioning of material at your end.

The supply order and dispatch instructions should be issued if funds are available with you.

Each consignment should contain an undertaking from the supplier as detailed in Clause-26.3 of the agreement.

The material should be tested as detailed in Clause-33 of the agreement.

5. Director, B.I.S, Manak Bhawan, 9-Bahadur Shah Zafar Marg, New Delhi.
6. Joint Director, B.I.S., Seth Bhawan, Behind Leela Cinema, Nawal Kishore Road, Lucknow.
7. **Regional Manager, M/s Crown Agents India Pvt. Ltd., 615-616, International Trade Tower, Nehru Place, New Delhi - 110 016** in reference to this office' Memorandum of Agreement no. 01/MOA/MM/2011-12, dated 08/092011 with the request to inspect, check and issue the necessary certificate in case of each consignment before the dispatch of the pipes to the consignees by the firm.
8. A.E.-II(P), U.P.Jal Nigam, Lucknow.
9. C.B.No. 25/MM/2011-12, Dtd 25/06/2011.

Encl: As above.

(DHARMENDRA KANOJIA)  
DY. MATERIALS MANAGER

ANNEXURE-A

Enclosure of Letter No. 125 /PC/HDPE Pipes(Jain) (2121-0)93.)2012/03 Dated 24/01/2012.  
Addressed to Jain Irrigation Systems Ltd., Jain Plastic Park, N.H. No. 6, P.O. Box 72, Bhombhari, Jalgaon.

Sl. No.	NAME OF CONSIGNEE	Qty of Designation PE63/PN4/DN160!
1	EE,CD, ETAH	2900
TOTAL (in M)		2900
WEIGHT (in Metric Ton)		10.19
TOTAL WEIGHT (in Metric Ton)		10.19 M.T.

(RAJEEV NIGAM)  
ASSISTANT ENGINEER-II(P)

(DHARMENDRA KANOJIA)  
DY.MATERIALS MANAGER

(R.C. TRIPATHI)  
MATERIALS MANAGER.