

**REGD.**

From

**RATE CONTRACT**

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

To

M/s. Brightway Agencies.  
Sco-185, Sector-7 C, Chandigarh,  
[Email-brightwayagencies@yahoo.co.in](mailto:Email-brightwayagencies@yahoo.co.in)

Memo. No. 71/HR/RC/E-4/2021-22/10979

Dated Panchkula, the:- 13.12.2021

Subject:- Two years Rate Contract for the Purchase of 12 Nos. Inductively Coupled Plasma Spectrometer (ICP) Instruments for Installation in Soil Testing Laboratories required by the Director General, Agriculture & Farmer Welfare Department, Haryana (Sr. No. 09).  
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Dear Sir,

With reference to your Tender No. & dated and this office acceptance letter No. & Dated and your letter No. and Dated given in Schedule "A", on the subject noted above, I have to inform you that your offer has been accepted for the supply of stores to the terms & conditions given in the Schedule "A" and "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 signed the agreement together with/their specimen signature duly attested by a 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 upto Two YEARS i.e 12.12.2023. Government reserves the right to bring any other party on the rate contract at any subsequent stage during the pendency of this rate contract.

4. The store must confirms to the approved specification/samples as given in 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, Supplies & Disposals, Haryana reserves to himself the right to obtain 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 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 particularly invited to the provision of Schedule "B" regarding the compliance with requisitions, preparation and submission of bills and quarterly submission of statement of supplies.

11. **PRICE FALL CLAUSE:-** The price charged for the stores shall not exceed in any way the lowest price at which you quote/supply the stores of identical description of stores to DGS&D, New Delhi/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 reduce the rate, sale price of quoted stores to any person at the price lower than the price chargeable under this supply order/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 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 a certificate on your 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.

12. All disputes will be settled only within the jurisdiction of Head Quarters of the Directorate of Supplies & Disposals, Haryana, Panchkula.

Please acknowledge the receipt of this letter.

Yours faithfully,

Superintendent, Supplies & Disposals,

For Director General, Supplies & Disposals, Haryana

Endst. No-71/HR/RC/E-4/2021-22/10980

Dated 13.12.2021

A copy (i) copy of Schedule 'A' showing the prices accepted along with conditions of supply (ii) Schedule "B" i.e. conditions of contract applications are forwarded to the the Director General, Agriculture and Farmer Welfare Department, Haryana, Panchkula for information and necessary action.

He may indent for the requirement of the goods included in the Schedule "A" attached direct on 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 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.

**Endst. No-71/HR/RC/E-4/2021-2/10981**


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

**Dated 13.12.2021**

A copy is forwarded to The Excise & Taxation Commissioner, Chandigarh for information & necessary action.

He is requested to ensure that the GST is paid by the firm to government against this rate contract.


**Endst. No-71/HR/RC/E-4/2021-22/10982-88**

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

**Dated 13.12.2021**

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

1. The 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/Director of Industries and Commerce, J&K, Shrinagar.
5. St. Section O/o DGS&D, Haryana.
6. Programmer O/o DGS&D, Haryana.
7. Departmental Processing Charges branch DGS&D, Haryana

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

### SCHEDULE - "A"

Accepted rates of M/s. Brightway Agencies, Sco-185, Sector-7 C, Chandigarh, Email- brightwayagencies@yahoo.co.in, offer No. BAC/2020-21/17296 Dated 13.09.2021 and your letter No. nil dated 23.11.2021, this office acceptance letter No.10642 dated 06.12.2021 & your letter No.17529 dated 08.12.2021.

Sr. No.	Name of the item	Qty.	Rates in Rs. per piece Inclusive of GST@18%, freight & FOR Destination etc.
1	Inductively Coupled Plasma Spectrometer (ICP) Instruments Make- Thermo Fisher Scientific  Model- iCAP PRO X Duo	12 Nos.	84,60,000.00

Item	Specifications
System Application	Computer controlled fully automatic, data workstation based ICP-OES system ppb analysis, simultaneous multi-elemental analysis with exceptional sensitivity and stability of diverse range of samples for soil, plant and water. The instrument should have the facility for assigning the same wavelength of an element in both axial and radial mode.
System Operation	Computer controlled Solid State RF Generator. Auto start from switch or computer keyboard. Automatic detector system controlled by multitasking windows based operating software with build-in diagnostics. High speed data acquisition system, quality control protocols, calibration auto optimization and auto tuning of system with status display. After plasma ignition, system should get optimized within 30 minutes & be ready for analysis.
RF System	Solid state, auto start RF generator (40/27 MHz) without any consumable part. Computer controlled from 1000-1350 watt .
Sample Introduction System	Corrosion resistant to various acids and aqua regia, capillary nozzle tip with guaranteed flow rate of fine aerosol mist and controlled sample uptake flow.
Spray Chamber	Corrosion resistant to most acids like aqua regia, HCL, Nitric Acid including hydrofluoric acid etc. Glass cyclonic spray chamber/scott spray chamber should be provided.
Plasma Torch	Easily demountable Quartz Torch for Plasma. The computer controlled plasma torch adjustment /alignment for optimal analysis. Torch Design is Several multiple loops or Flat Plate) of an induction coil with three concentric tubes, central tube to inject sample aerosol and carrier gas introduction, middle tube for plasma gas (argon) and outermost tube for auxiliary gas. Corrosion Resistant Torch should be to all acids including aqua regia.
Neutral Plasma	Capable to produce electrically neutral plasma fully controllable through PC.
Plasma Gas Control	Computer controlled Plasma Gas (Argon).
Gas Consumption	Typical gas consumption around 15-16 liter per minute including purge gas.
Range	Range 8-20 LPM .
Safety Interlock	Monitoring and display of plasma gas pressure, sample compartment door closure, water flow, plasma stability, interlock status for user safety and system protection, the system constantly monitors water flow, argon pressures & plasma stability and displays the interlock status on the

	computer if an interlock is interrupted, the plasma will immediately and safely shut down.
<b>Plasma Ignition</b>	Computer controlled plasma ignition. Software should have capability to ignite plasma automatically at user determined time to warm up the system prior to analysis.
<b>Cooling System</b>	A water or coolant re-circulating cooling system (Chiller) is required with approximately 4 L/minute and temperature range in between 15 °C to 25 °C.
<b>Peristaltic Pump</b>	Computer controlled 3 or more multi-channel Pump operation should be auto fast for rapid rinse out, wash out and analysis time.
<b>DETECTOR</b>	High performance Solid State CCD/CID Detector with echelle based optical system with Spectral range of (167 to 852 nm) or better. The system should have minimum integration time of 1 to 15 second .
<b>Resolution</b>	(<0.007nm @ 200nm. System should have facility to run in radial, axial, mixed viewing (Radial & Axial) modes in a single run, Attenuated views or synchronous dual view or less effective length .
<b>Optics</b>	The optic system must have a beam blocker to protect the optical components from the extreme UV region when no data acquisition is taking place.
<b>Sensitivity</b>	Capable to quantify from ppb to percent without dilution.
<b>HYDRIDE GENERATION</b>	Compatible hydride generation assembly for ultra-trace analysis of hydride assembly forming metallic elements such as As, Se, Hg, etc.
<b>AUTO SAMPLER</b>	Compatible with all sample introduction systems, fully integrated with ICP software and high quality auto-sampler tubes 180.
<b>DATA WORK STATION</b>	Programme facility with multitasking software displaying method sample and analysis status.
<b>Application Software (Features)</b>	Software should provide automated simultaneous background correction and spectral interference correction in sample analysis. Instrument should have multi-level calibrations, automatic data acquisition & processing, calculation of data & report formatting Quality control protocols including preparation blanks, multiple quality control standards, calibration check, spike recoveries and QC limits and storage of complete spectrum of elements for further reference. Provision for statistical analysis, printer/plotter function and battery backup for memory protection. Real time graphics with ability to display transient and continuous signal profile should control whole ICP system, sample introduction, calibration, quantitative analysis, method of standard addition data acquisition, data retrieval and reporting, auto optimization of plasma parameter customizable instrument status display. There should be flexibility to export data to excel file from instrument software.
<b>Computer System</b>	<p>           Make : Reputed Brand            Processor : Intel core i7 (4th generation) Processor            RAM : 8 GB RAM            Hard Disk : 1TB            Monitor : TFT/LCD Flat-Color size-21”            DVD Writer : DVD Multi-drive            Key board : Latest multimedia            Mouse : Optical mouse with pad            Printer : Laser Jet Printer Black         </p> <p>Pre-loaded Window 10 professional operating system with licensed CD compatible with operational software MS office 2013 professional. Pre-loaded Antivirus with latest version of 3 years lifetime along with Licensed CD.</p>
<b>Additional Items:</b>	
<b>Manual</b>	Operation and maintenance manual for each unit.
<b>Application Notes</b>	Application Notes (hard bound and CD-ROM) for elemental analysis in water for non-ferrous samples and chemicals.
<b>Service Manual</b>	Service Manual with set of required tools for each system/Unit.

Spare Part Catalogue	one
Trouble Shooting Charts	Trouble Shooting Charts for all sub units.
Operation Kit	Operation kit comprising all required items, pump tubing's, work coils etc for startup/regular operation of instrument.
Consumables	Dust Cover : For all sub units Sample intake tubes : 10 sets Pump Waste tube : 10 numbers Torch : 2 numbers Nebulizer Aqueous : 2 numbers Injector : 2 numbers Spray Chamber : 2 numbers Nebulizer Teflon Tube Set : 2 numbers Argon Gas Cylinder : 4 numbers (filled with 99.999% purity gas) Regulator : 2 numbers (not Chinese) Gas Panel : 2 sets Nitrogen Gas : 1 number Cones, : 4 sets Ceramic tip : 4 sets RF coil : 6 sets
<b>LOCAL SUPPLIES:</b>	
Stainless Steel Hood and Duct	Corrosion resistant stainless steel hood and duct for exhausting of acid fumes.
UPS	Online UPS of 10 KVA with 30 minutes back up batteries with inbuilt isolation transformer / as per specification requirement of instrument.
Operation/Maintenance and Training	On site comprehensive training for scientific/technical personnel operating the system and support services till customer satisfaction with the system.
AC	1.5 ton branded split AC with stabilizer.
Standards	Multi-element standard of 100 ppm = 100 ml
General Requirements	Manufacturer or bidders should have supplied such instruments in any State or Central Govt. Institutes/Universities for Soil Samples analysis.
WARRANTY	Comprehensive warranty with spares for 2 years from the date of installation of the instrument.

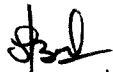
### TERMS AND CONDITIONS:-

- F.O.R.:-** The above rates are FOR destination any where in Haryana at supplier's risk. where the machinery/equipment's are to be supplied, and they should include all incidental charges including Central/Haryana GST, Entry Tax, Transportation, Customs Duty, Custom Clearance or any type of charges for the F.O.R. Destination etc. In case of local supplies, the rates should be including all taxes etc. and procuring entity will not pay any cartage or transportation charges or any other type of tax.
- GST :-** Inclusive in above rates.
- FREIGHT CHARGES:-**Inclusive.
- DELIVERY PERIOD:-** For Imported make will be 90-120 Days & 45-60 days of Indian make (FOR Destination in the State) from the date of placement of supply order.
- PAYMENT TERMS ;-** 100% payment within 30-60 days after satisfactory installation/commissioning of the instrument or as per availability of funds. The Indenting Departments 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. **WARRANTY** :- Comprehensive warranty with spares for 2 years from the date of installation of the instrument.
7. **INSPECTION:-**
- a. The inspection of the instruments shall be carried out by the Indenting Department or any officer/official authorized to do so by the Intending Department and shall have the power to inspect/verify the equipment supplied as per the order before, during or after installation and to reject the same or any part or portion, if he or they be not satisfied that the same is not at par or according to the specifications submitted by the successful bidder.
  - b. The successful bidder shall not be paid for supplies rejected.
  - c. The successful bidder shall neither claim nor be entitled to payment for any damage that rejected supplies may suffer from any harm whatsoever incidental to a full and proper examination and test of such supplies.
  - d. The indenting department shall be under no liability whatsoever for rejected item and the same will be at the successful bidder's risk.
  - e. Rejected supplied shall be removed by the successful bidder at his own expense within 10 days after notice has been issued to him of such rejection, and failing such removal of rejected goods will at vendor's risk and the indenting department may charges the successful bidder the market rent for the space occupied by such rejected goods.
  - f. Super inspection of already inspected equipments may be carried out at the discretion of indenting department after installation, such officer as may be authorized by him.
  - g. 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 EMD, risk purchase, debarring/ blacklisting in future, and no further opportunity for inspection would be provided to the supplier firm.
8. **Training:** Your firm will provide two days training for the said Instruments on site of the various Soil Testing Labs of the State on the working of the instrument to the officers/officials designated by the department for the same.
9. **Complaint attending mechanism:** Complaining In case of any complaint in the working of the instruments during the warranty period, the firm shall attend the same within 96 hours from the time of logging of the first complaint call by the consignee and the instruments must be repaired within seven days thereafter. The complaints would be logged by the Department/any officers/official of the Indenting Department by e-mail/fax in order to keep the proper delivery records. Further, in case of failure to do so, penalty @ Rs. 2000/- per day instrument will be applicable. If, equipment is not repaired within 40 days, the firm/bidder will be required to refund the entire cost of the instrument. This is without prejudice to all other rights and remedies permissible to the Government under the term & conditions of the contract.

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

Encls. a/a

  
Superintendent,  
Supplies & Disposals, Haryana,  
For & On behalf of Governor of Haryana.