

Regd.
From

RATE CONTRACT

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

To

M/s Vision Distribution Pvt. Ltd;
H-47, Bali Nagar, Near Ramesh Nagar Metro Statation,
New Delhi.
E-mail-manish.dwivedi@vdpl.in, support@vdpl.in,

Memo No. 72/HR/RC/E-4/2021-22/19799
Dated Panchkula the:- 15.02.2022

**Subject:- Annual Rate Contract for the Purchase of 8” Tablets required by the
Director General, Secondary Education, Haryana(Sr. No. 15).**

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 14.02.2023. 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, Haryana,

For & On behalf of Governor of Haryana.

Encls.a/a

Endst. No-72/HR/RC/E-4/2021-22/19800

Dated 15.02.2022

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 Director General, Secondary Education, Shiksha Sadan, Sector-05, Panchkula, Haryana 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.

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

Endst. No-72/HR/RC/E-4/2021-22/19801

Dated 15.02.2022

A copy is forwarded to the Excise & Taxation Commissioner, New Delhi for information & necessary action.

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

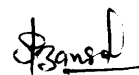
Superintendent, Supplies & Disposals,
For Director General, Supplies & Disposals, Haryana

Endst. No-72/HR/RC/E-4/2021-22/19802-08

Dated 15.02.2022

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 Vision Distribution Pvt. Ltd; H-47, Bali Nagar, Near Ramesh Nagar Metro Station, New Delhi. E-mail-manish.dwivedi@vdpl.in, support@vdpl.in, offer No. Nil Dated 14.09.2021 and your letter No. nil dated 23.11.2021, this office acceptance letter No. 17907 dated 18.01.2022 & your letter No. nil dated 27.01.2022, this office letter No. 19047 dated 01.02.2022 & your letter No. nil dated 05.02.2022.

Sr. No.	Name of the item	Make/Model	Qty.	Rates in Rs. per piece inclusive of GST@18%, freight & FOR Destination etc.
1	Tablets 8"	Make- SAMSUNG Model- Tab A7Lite (T225)	UPTO 5.00 Lacs Nos.	12,400/-

B.

Rates in Rs. per piece inclusive of GST@18%, freight & FOR Destination etc.	
Replacement cost of Tablet after warranty for Tablet 8 inches	5,000.00

C.

Rates in Rs. per piece inclusive of GST@18%, freight & FOR Destination etc.	
Replacement cost of Battery after warranty for Tablet 8 inches	1400.00

SPECIFICATIONS:-

Specification	Parameters	Specifications of 8 inches
Operating System	Operating System Details	Android Oreo 8.0 or higher
Display	Display Size (Minimum) (Inch)	8
	Display Resolution (Pixels)	1280 x 800
	Display Type	IPS/TFT
	Type of Touch Screen	Capacitive
	Display Colour	16 Million
	Multi touch Support	Yes
	Brightness (Minimum) (Nits)	350
Technology	Mobile Commn Technology	GSM
Connectivity	Connectivity Type	Wifi + cellular
	Cellular Data Support	4G/LTE
	GPS	Yes

	AGPS	Yes
	Number of GSM SIM Available	1
	Cellular Voice Calling	Yes
	Wi-Fi Connectivity Type	802.11
	Bluetooth Connectivity (Minimum Version)	4.2
Processor	Processor Speed (Minimum) (GHz)	2.0 & higher
	Processor Core (Number)	4
	Processor Architecture	64 Bit
	Processor Make	Qualcomm Snapdragon/ MediaTek
Memory	RAM Type	LPDDR3
	RAM Size (GB)	2
Storage	Internal Storage Capacity (GB)	32
	Micro SD Card Support	Yes
	Storage upgradable upto (Through Micro SD Card) (GB)/ external memory)	256 GB
Camera	Rear Camera (Mega Pixel)	8
	Front Camera (Mega Pixel)	2
	Video Recording Resolution	720P
	Video Recording Frame Rate (fps)	30
	Digital Zoom	Yes
	Geotagging Feature	Yes
General	Battery Capacity (minimum) (mAH)	5001-6000
	Weight including Battery (max) (Grams)	350 gms or above
	Dimensions (Length x Breadth x Thickness) (mm x mm x mm)	As per OEM Specification. However, diagonal measurement of display screen should be 8"
	Docking Compatibility	Optional
Certification	Specific Absorption Rate (SAR)	≤ 1.6 Watts/Kg
	BIS Registration Under CRS of Meity for Tablet along with Battery	Yes

	Google Mobile Service Certification for Android OS	Yes
	Other Certifications Available (Details of the relevant certificate number and the name/ID of corresponding notified Bodies shall be provided as and when demanded by the buyer)	UL/CB, CE, FCC, RoHS
Standard Accessories	Standard Accessories to be supplied with the Tablet	USB Cable & Charger
Additional Accessories	OTG Cable,	Standard Rugged Cover
(OEM / Third Party)	Docking Station	No
Miscellaneous	USB Ports	Micro
	Audio Port	3.5mm Jack
	Additional Features	Accelerometer
	Inbuilt Speaker	Yes
	If Yes, Type of Inbuilt Speaker	Mono/Stereo
Other Options	Availability of Mobile Device Management (MDM) Support	Yes
	Mobile Device Management (MDM) License and Support (Year)	3
	Mobile Device Management Hosting (MDM)	Cloud based
	Device Enrolment Program (DEP) for automation of MDM and Supervision of iOS devices	NA
	Device Enrolment Program (DEP) for automation of MDM and Supervision of iOS devices Program (DEP) License and Support (Year)	0
	MDM	OEM Installed
The said functionality should be fully integrable with the application (Hardware/Software)		
Operating Conditions	Minimum Operating Temperature (Degree C)	As per OEM Specification all weather condition

	Maximum Operating Temperature (Degree C)	As per OEM Specification all weather conditions
	Minimum Operating Humidity (%RH)	As per OEM Specification all weather conditions
	Maximum Operating Humidity (%RH)	As per OEM Specification all weather conditions
Warranty	Availabiliy of Service Centre for Warranty Obligation	District Level/State Level
	OEM Warranty including Battery	Carry In
	OEM Warranty Period for Battery (Year)	<ul style="list-style-type: none"> • 1 Year • Replacement cost be quoted
	OEM Warranty Period for Tablet (Year)	<ul style="list-style-type: none"> • 1 Year • Replacement cost be quoted
Make in India	<p>Preference to make in India Products. Order 2017 as amended from time to time and its subsequent Oders/ Notifications issued by concerned Nodal Ministry for specific Goods/ Products. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the purchase preference, the bidder must upload a certificate from OEM regarding the percentage of local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs. 10 Crore, the declaration relating to percentage of local content shall be certified by statutory auditor or cost accountant or a chartered accountant for OEMs other than companies as per the public procurement (preference to Make in India) order 2017 dated 04.06.2020. Only Class-1 and Class II Local suppliers as per MII order dated 04.06.2020 will be eligible to bid. Non Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. In case Buyer has selected purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.</p>	
Dedicated Toll Free telephone based service support	<p>As devices will be deployed in field and will be used beyond office hours by users, we suggest that toll free service support should be availbale for 24X7 and should have skilled & Trained Specialists for managing : 1.Technical & Service Queries 2. On line support through Remote Access of Customer's device. 3. Complaint Registration 4. This will ensure better user experience for critical applications.</p>	

(AS PER SAMPLE SUBMITTED BY YOU AND APPROVED BY THIS OFFICE)

TERMS AND CONDITIONS:-

1. **F.O.R.:-** The above rates are FOR destination any where in Haryana (Schools in the State) at supplier's risk.
2. **GST :-** Inclusive in above rates.
3. **FREIGHT CHARGES:-**Inclusive.
4. **DELIVERY PERIOD:-** The complete ordered quantity should be delivered within 120 days from placement of purchase order. The supplier has to ensure delivery of not less than 2 lakh tablets per month.
5. **PAYMENT TERMS :-**
 - a. No payment shall be made in advance for any supplies made under this order.
 - b. 90% of payment shall be released after delivery and inspection of tablets within 15 days from date of submission of relevant documents. Delivery will be accepted as

specified in the delivery schedule of tender document and payment shall also be released for supplied quantity accordingly.

The Balance payment shall be released upon Installation & acceptance of the stores by the indenting department.

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.

- c. The successful bidder will be responsible for providing Minimum 1 Year replacement warranty.
- d. The said comprehensive warranty shall be deemed to commence from the date of issue of the letter for successful supply /acceptance of equipment by the indenting department.
- e. The bidder shall provide comprehensive Manufacturer "Warranty" for at least one year for all the Tablet Computers including batteries and services applicable from the date of delivery at the district. It shall be repaired and / or replaced free of charge except for cases of screen and any physical damage due to accidents, misuse, exposure to liquid by the beneficiaries' including loss or theft of the Tablet Computers.
- f. The bidder will ensure that all hardware / firmware / software operate without defect. Any modification or addition in the firmware/ software as may be required will be undertaken by the bidder without any additional cost. The time for maintenance engineers to resolve issue after request for maintenance is made should be as per **Appendix - A (Service Level Agreements)**. The equipment or parts replaced must be equivalent in performance of existing parts, failing which penalties will be levied as per Appendix- A which is as under:-

AFTER SALES SERVICES: The Successful bidder (OEM) shall open one **service centre in each of the 22 District Headquarters of Haryana for the maintenance** of Tablet under this tender. Similarly, the Successful bidder (OEM) of Tablet shall **keep at least 5 % equipments as spare**, to provide replacement, during the warranty period. It will be desirable that minor functional problems of these equipments are taken care of by the service centre only. In case of major & specific problems, respective vendors will have to rectify the defect within the time-limit as prescribed below.

Comprehensive Warranty:- The bidder shall provide comprehensive Manufacturer "Warranty" for at least one year for all the Tablet Computers including batteries and services applicable from the date of delivery at the district. It shall be repaired and / or replaced free of charge except for cases of screen and any physical damage due to accidents, misuse, exposure to liquid by the beneficiaries' including loss or theft of the Tablet Computers

Service Centres: The finally selected bidder will be required to provide Service Centre facilities as under:-

- (a) One State level Service centre at Panchkula or Gurugram
- (b) One local service centre in each district of the state.

These Service Centres shall be as per Clause 10 and manned by qualified Engineers and one call coordinator. These Service Centres should be equipped, with sufficient inventory of spares. The Successful bidder (OEM) should provide prompt after sales support and shall attend to any complaint

not later than 24 hours. The minor and major defects shall be rectified not later than 48 hours and 72 hours respectively. If defect is not rectified within the time stipulated as above, penalty @ 5% of unit Tablet PC's cost per week will be imposed, during the warranty period. Reports of all after sales service activities shall be forwarded to the Purchaser on quarterly bases on a mutually agreed Proforma for working out penalties etc, if any. This penalty clause will be enforced through the Performance Security provided by the Supplier in the form of Bank Guarantee to the Purchaser.

6. Penalty: -

After expiry of delivery period a penalty @ 0.5% per week for the delay of first two weeks and 1% penalty for the delay of next 3 weeks upto a maximum cap of 4% penalty for 5 weeks delay may be imposed. Thereafter, Director General Supply and Disposal, Haryana might cancel the order with the consultation of Indenting Department/Organization and suitable action might be taken against the defaulter firm. However, in case Purchasing Departments/Organizations opts for accepting the items beyond 5 weeks delay, than 1% penalty per week or part thereof would be continued for delay till the date of supply.

7. Inspection of the Items/Equipments:-

- a. The inspection of the supplied items shall be done by the Expert Committee of Indenting Department which may also include technical expert from NIC/PEC University/NTTTR Chandigarh/CDAC/Mohali etc. on case to case basis.
- 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. Supply and Disposal, Haryana and indenting Department shall be under no liability whatsoever for rejected item the same will be at the successful bidder's risk.
- e. Rejected supplies 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 bidders risk. The Director Supply and Disposal, Haryana on behalf of and in consultation with indenting Department may charge the successful bidder, the market rent for the space occupied by such rejected goods.
- f. The Director Supply and Disposal, Haryana reserve the right to conduct Super inspection of already inspected equipments at the discretion of indenting Department after delivery/acceptance, by such officer/Committee as may be authorized by him. The provision of condition mentioned as part of clause no. 6 also apply to the super inspection.

Penalty clause for rejected samples/ material offered by the Bidder: 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 2nd 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 3rd 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.

8. **Packaging & Condition of Items Supplied:**

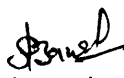
- i. This is subject to the condition that the materials are securely packed by the successful bidder in sound containers and the consignment is accepted by the carriers without any adverse remarks as to the packing or the condition of the containers. In case of any adverse remarks, the responsibility for the losses in transit will rest with the success full bidder.
- ii. The successful bidder will not be entitled to charge or be paid for supplies broken, lost or damaged in transit. Such supplies shall be removed by the successful bidder at his own expense. The decision in this regard taken by Director Supply and Disposal, Haryana in consultation with Indenting Department shall be binding the compilation and final.

9. **Regional operations:-** Bidder shall have office in Tricity/Haryana/NCR.

10. **Comprehensive Warranty:-** The bidder shall provide comprehensive Manufacturer "Warranty" for at least one year for all the Tablet Computers including batteries and services applicable from the date of delivery.

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

Encls.a/a


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