

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

1. M/s H.Q. Lamps Mfg.Co. Pvt. Ltd.
A-77, First Floor, Sector-2,
Noida-201301.
Email:- feedback@hqlamps.in
2. M/s Inixy Power Solution Pvt. Ltd.
Milton Road, Opp. Atlas Mandir,
Sonipat-131001
Email:- inixygroup@gmail.com

Memo No :- 28/HR/RC/E-5/2021-2022

Dated Panchkula the:-

Subject:- Tender for arranging annual Rate Contract for the supply of LED Indoor Lighting 9 Watt Bulbs of Minimum 2 Star Rating with three years warranty and 18 Watt LED Outdoor Lights (Street Light) with five years warranty of complete system required by DNRE & HAREDA (Sr. No. 01).

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 i.e 17.05.2023. 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 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

Director General, Supplies & Disposals,
For & On behalf of Governor of Haryana

Endst. No-28/HR/RC/G-2/2021-22/

Dated

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, New & Renewable Energy Department Haryana & HARED, Akshay Urja Bhawan, Institutional Plot No. 1, Sector-17, Panchkula Email:- hareda@chd.nic.in.

1. 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
Director General, Supplies & Disposals,
For Director General, Supplies & Disposals, Haryana

Endst. No-28/HR/RC/G-2/2021-22/

Dated

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

1. The Deputy Excise & Taxation Commissioner, Sonipat.
2. The Deputy Excise & Taxation Commissioner, Noida.

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

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

Endst. No-28/HR/RC/G-2/2021-22/ 1850

Dated 18/5/22

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 o/o DGS&D, Haryana

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

SCHEDULE - "A"

Accepted rates of M/s H.Q. Lamps Mfg.Co. Pvt. Ltd. A-77, First Floor, Sector-2, Noida-201301. Email:- feedback@hqlamps.in, offer No. Nil dated 03.02.2021 and your letter dated 25.03.2022, this office acceptance letter No.1086 dated 26.04.2022 & your letter No. HQLAMPS/DGS&D/9W Lamp/050522 dated 05.05.2022.

Rates in Rs. /per LED Bulb inclusive of all taxes/duties, GST @ 12% consignee stores			
Sr. No.	Name of items	Qty in Nos.	Rates.
1	Supply of 9 Watt LED Bulbs of Minimum 2 Star Rating with three years warranty	85000	50.96
Detailed specification			
S.No.	Parameters	Requirements	Applicable IS
1.	Light Source	SMD LED Chip	LM80/16106
2.	Make of LEDs	Nichia, Cree, Osram, Lumileds or any reputed make	LM80/16106
3.	Lamp Wattage	9 Watt	16102-1 and 16102-2
4.	CCT	Cool white 5700 k	16102 CCT range as per Standard or ANSI
5.	LED Chip Wattage	< 1 Watt	-
6.	Based Cap	B22d (Bayonet Cap)	16102-1
7.	Ingress Protection	IP20	-
8.	Rated Luminous flux	Minimum 600 Lumens	16102-2 and 16106
9.	Lamp efficacy (lm/w)	Minimum 80	16102-2 and 16106
10.	CRI	Minimum 80	16102-2 and 16106
11.	Beam angle (typical value)	120o	16102-2
12.	Junction temp	Maximum 85°C	IS:16102-1
13.	LED Chip efficacy	Minimum 120 Lm/ watt	-
14.	Harmonics	Maximum 10%	Method of Test as per IS:16102-2
15.	Lumen Maintenance @85oC	Minimum 70% up to 25000 hours	16102-2 and 16105
16.	PF	Minimum 0.95	IS:16102-2
17.	Life span	Minimum 25,000 hours	16102-2 and 16106
18.	Rated voltage	100V-300V	16102-2
19.	Working Temperature	-10 to 50oC	-
20.	Working Humidity	10%-90% RH	-
21.	LED driver efficiency	>85%	-
22.	Surge Voltage	>2.5Kv	-

(Details specifications as pr DNIT & sample submitted by you and approved by the Technical Committee)

TERMS & CONDITIONS

- 1- F.O.R.:- The above rates are for destination anywhere in Haryana at supplier's risk.

- 2- **G.S.T. :-** Inclusive @ 12% in the above rates.
- 3- **Delivery period:** - The items, for which purchase order is placed, are to be supplied within two month's time from the date of issue of purchase order, if purchase value is up to Rs.5.00 lakhs and if the value is above Rs.5.00 lakhs then the material should have to supply within three months time from the date of issue of purchase order. The request of supplier for extension in time frame for supply of the systems shall not be entertained under any circumstances except in case of force majeure. The above defined time period is the time by which material should be delivered to the consignee.
- 4- **Payment :-** 90% payment, shall be released by the consignee department i.e. purchaser, on physical delivery of duly inspected material. **The Indenting Departments would have option to release payments in RTGS/ Electronics mode also.**
Balance 10% after 45 days on satisfactory performance of the supplied goods. . In case, the supplied lights are not fitted/ used within 60 days of the supplies by the consignee department/ organisation, then the supplier shall also be eligible to claim balance 10% payment
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.
- 5- **Warranty :-** In Case of Indoor Lighting, the warranty shall be for 3 years. The supplier shall ensure to provide the following minimum services to the client/ consignee during the warranty period:
- (i) Supplier will appoint authorized dealers at divisional level in which items are to be supplied or open repair centers and their names shall be communicated to the Indenting/consignee Department within one month time from the date of issue of purchase order. Supplier shall also communicate name of these dealers/ centers to Directorate of New & Renewable Energy Deptt./ HAREDA.
 - (ii) If the order is of more than 100 nos (quantity of the single item), then supplier shall maintain 5% of the order quantities as buffer stock with the indenting department/ office till the warrantee period so that replacement of defective pieces can be attended immediately.
 - (iii) In case a supplier is not maintaining buffer stock as mentioned under para (ii) then he is bound to repair/ replace the defective item within 7 days of the receipt of complaints failing which penalty will be charged from him @ of Rs 10/- per day per item till the period it has been repaired/replaced. This penalty amount shall be deducted from the payment due to the supplier or the consignee shall claim the same from the supplier. The claim so received to the supplier, has to be settled within 15 days. If supplier fails to refund the claim amount, this amount shall be deducted from his performance security. Complaint regarding non functional, if any, shall be
 - (iv) The consignee shall maintain separate complaint register for this purpose and while forwarding the complaint to the supplier, complaint serial number, work order no. , date & qty of the material, date of receipt of material, date of receipt of complaint, nature of defect, reason for defect, date of forwarding the complaint etc. should clearly be mentioned in the letter. This correspondence between the Supplier & Client will be through e-mail.

- (v) Supplier shall repair/ replace the defective material at his own expenses to the satisfaction of the client/ consignee in the store, specified in work order, of the client / consignee during the warranty period. Client will issue satisfactory performance report on/after satisfactory repair/ replace the defective.
- (vi) The past performance of the firms shall be considered while evaluating the technical bids. If the bidder has poor record for providing after sales services to the HAREDA during last five years than their bid may be rejected out rightly.
- (vii)The consignee will have the liberty to get the sample for the item(s) supplied tested from any of the Govt. approved lab during the warranty period to ascertain the performance of the item(s) as per DNIT specifications. The cost of testing will be borne by the supplier.

6. **INSPECTION:-** The inspection of the material will be carried out by the committee constituted by Indenting Department or their authorized representatives at the premises of the supplier before dispatch.

The Indenting Department or designated agency may inspect the ongoing supply. In case the supplied products are not as per standards, non-functional on account of poor quality of installation, or non-compliance of warranty, the Indenting Department reserves the right to blacklist the firm. Blacklisting may inter-alia include the following:-

- (i) The firm will not be eligible to participate in tender for Government supported projects.
- (ii) In case, the concerned Director(s) of the firm/ company joins another existing or starts / joins a new firm/ company, the company will automatically be blacklisted.

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 EMD, risk purchase, debarring/ blacklisting in future, and no further opportunity for inspection would be provided to the supplier firm.

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

Encls.a/a


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


SCHEDULE - "A"

Accepted rates of M/s Inixy Power Solution Pvt. Ltd. Milton Road, Opp. Atlas Mandir, Sonipat-131001. Email:- inixygroup@gmail.com, offer No. Nil dated 03.02.2021 and your letter dated 25.03.2022, this office acceptance letter No.1084 dated 26.04.2022 & your letter No. Nil dated 02.05.2022.

Rates in Rs. /per LED Street Light fixture inclusive of all taxes/duties, GST @ 12% consignee stores			
Sr. No.	Name of items	Qty in Nos.	Rates.
1	18 Watt LED Street Light fixture (suitable to replace 28W T5 Tube light fixtures) with 5 years warranty	52000	789.60
Detailed specification			
Sr. No	Parameters	Value	
1.	Rated capacity	18 W	
2.	System Power Consumption	18+/- 5%	
3.	Minimum Lumen Output	2000 Lumens	
4.	High Voltage Protection	Cut off 310+/-10V AC and auto restart	

(Details specifications as pr DNIT & sample submitted by you and approved by the Technical Committee)

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- Delivery period:** - The items, for which purchase order is placed, are to be supplied within two month's time from the date of issue of purchase order, if purchase value is up to Rs.5.00 lakhs and if the value is above Rs.5.00 lakhs then the material should have to supply within three months time from the date of issue of purchase order. The request of supplier for extension in time frame for supply of the systems shall not be entertained under any circumstances except in case of force majeure. The above defined time period is the time by which material should be delivered to the consignee.
- Payment :-** 90% payment, shall be released by the consignee department i.e. purchaser, on physical delivery of duly inspected material. **The Indenting Departments would have option to release payments in RTGS/ Electronics mode also.**
Balance 10% after 45 days on satisfactory performance of the supplied goods. . In case, the supplied lights are not fitted/ used within 60 days of the supplies by the consignee department/ organisation, then the supplier shall also be eligible to claim balance 10% payme
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.

5. **Warranty :-**In Case of Outdoor Lighting, the supplied material shall be warranted for 5 years from the date of receipt by the clients. The supplier shall ensure to provide the following minimum services to the client/ consignee during the warranty period:

- (i) Supplier will appoint authorized dealers at divisional level in which items are to be supplied or open repair centers and their names shall be communicated to the Indenting/consignee Department within one month time from the date of issue of purchase order. Supplier shall also communicate name of these dealers/ centers to Directorate of New & Renewable Energy Deptt. / HAREDA.
- (ii) If the order is of more than 100 nos (quantity of the single item), then supplier shall maintain 5% of the order quantities as buffer stock with the indenting department/ office till the warrantee period so that replacement of defective pieces can be attended immediately.
- (iii) In case a supplier is not maintaining buffer stock as mentioned under para (ii) then he is bound to repair/ replace the defective item within 7 days of the receipt of complaints failing which penalty will be charged from him @ of Rs 10/- per day per item till the period it has been repaired/replaced. This penalty amount shall be deducted from the payment due to the supplier or the consignee shall claim the same from the supplier. The claim so received to the supplier, has to be settled within 15 days. If supplier fails to refund the claim amount, this amount shall be deducted from his performance security. Complaint regarding non functional, if any, shall be
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