

REGD.

From

RATE CONTRACT

From

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. Apogee Precision Lasers, Uttar Pradesh;
Plot No.4, Opp. Patna Mod, Gurh Road, Hapur-245101(U.P.)
E-mail-jasbir.apl@gmail.com,

Memo No.77/HR/RC/E-4/2022-23/602

Dated Panchkula the:- 25.04.2023

Subject:- Two Years Rate Contract for the Purchase of Laser Land Leveller required by
The Director, Agriculture and Farmers Welfare Department, Haryana (Sr.
No.03) *****

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 24.04.2025. 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.

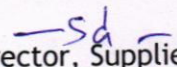
10. Your attention is particularly invited to the provision of Schedule "B" regarding the compliance with requisitions, preparation and submission of bills and quarterly submission of statement of supplies.

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 GEM/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 GEM 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,


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

Endst. 77/HR/RC/E-4/2022-23 /603

Dated 25.04.2023

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 A copy of the is forwarded to the Director, Agriculture & Farmer Welfare Department, 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.

-sd-
Deputy Director, Supplies & Disposals,
For Director General, Supplies & Disposals, Haryana
Dated 25.04.2023

Endst. 77/HR/RC/E-4/2022-23 /604

A copy is forwarded to the Deputy Excise & Taxation Commissioner, Hapur (UP) for information & necessary action.

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

-sd-
Deputy Director, Supplies & Disposals,
For Director General, Supplies & Disposals, Haryana

Endst. 77/HR/RC/E-4/2022-23 /605-11

Dated 25.04.2023

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

D-
Deputy Director, Supplies & Disposals,
For Director General, Supplies & Disposals, Haryana

SCHEDULE - "A"

Accepted rates of M/s. Apogee Precision Lasers, Uttar Pradesh; Plot No.4, Opp. Patna Mod, Gurh Road, Hapur-245101(U.P.) E-mail-jasbir.apl@gmail.com. Offer No. Nil dated 27.09.2022 and your letter No. nil dated 11.04.2023, this office acceptance dated 11.04.2023 & your letter No. nil dated 25.04.2023.

Sr. No.	Name of the item	Make & Model	Qty.	Rates are in Rs. Per No. inclusive of GST @12%, freight & FOR Destination etc.
1	Laser Land Leveller	APL BAHUBALI	30 Nos.	2,50,000.00

TECHNICAL SPECIFICATION OF LASER LAND LEVELER:-

Sr.no.	Parameters	Specifications
Standard Parameter:		
1.	Approval of Product	Tested from any institute approved by Govt. of India
Performance Parameter:		
1.	Power Source	Tractor prime mover
2.	Tractor PTO power required in hp	50 hp & above
3.	Type of Hitch	Trailed type
4.	Provision for adjusting tilt angle of blade	Yes
5.	Working range diameter of transmitter in meter	Minimum 800 meter
6.	Power source for transmitter	DC Battery
7.	Number of rechargeable battery to be provided	2 set
8.	Laser receiver to be provided	1
9.	Electrical control panel to be provided	1
10.	Solenoid hydraulic control valve to be provided	2
11.	Remote control type	Full 2 way communication
12.	Number of tyre	4 Tyre
13.	Type of Hydraulic Cylinder to be provided	Double acting hydraulic cylinder
14.	Number of Hydraulic Cylinder to be provided	1
15.	Capacity of Hydraulic Cylinder in ton	3 ton and above
16.	Provision for Height adjustment of rigid mast with arms	Yes
17.	All hydraulic hose pipe, valves, fitting should be in good quality and no leakage occurs during operation.	Yes
18.	Adaptor	Suitable for AC and DC source
19.	Tripod stand for transmitter to be provided	1
20.	Provision of parking stand to be provided	Yes
21.	Safety signs, hazard warnings and pictorials should be provided	Yes
22.	Warranty in years	2 years
23.	Product instruction manual shall be supplied	Yes
24.	Standard tool kit for maintenance and trouble shooting to be provided with machine	Yes
25.	Demonstration of equipment and training to be provided after completing supplies before acceptance.	Yes
26.	GPS (Real live location) with dash board	Yes
27.	Performance Security Deposit till warranty period	5% of total value of contract

Dimensional and material parameter:

1.	Main frame material	MS
2.	Tentative frame size in mm x mm	130 x 130

3.	Bucket and side support sheet material	MS
4.	Bucket sheet thickness in mm	8 or more
5.	Side support sheet thickness in mm	10 or more
6.	Working width in mm	2100 and above
7.	Scraping blade material	Carbon steel/high steel
8.	Scraping blade thickness in mm	Minimum 12
9.	Side blade thickness in mm	Minimum 10
10.	Bevelling at cutting blade in mm	Minimum 10
11.	Size of tyre with ply rating	7X50/16 or 600/16
12.	Tentative Overall dimensions of laser land leveller (L x W x H) in mm x mm x mm	3000 X 2300 X 2900
13.	Overall weight of laser land leveller in kg	700 or above

TERMS AND CONDITIONS:-

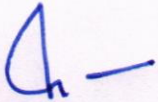
1. **F.O.R.:-** The above rates are FOR destination anywhere in Haryana at supplier's risk i.e. AAE offices in Haryana.
2. **GST :-** Inclusive in above rates.
3. **FREIGHT CHARGES:-**Inclusive in above rates.
4. **DELIVERY PERIOD:-** Within 04 weeks from the date of issue of supply order.
5. **Warranty-** 02+01 years i.e 03 years from the date of supply against any manufacturing defects, quality, faulty raw material, poor workmanship and the material would be replaced by the firm on their expenses within 15 days on receipt of instructions from the department.
6. **PAYMENT TERMS:-** 100% Payment will be made within 30-60/45 days after satisfactory performance of Laser Land Leveller or as availability of fund.
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. This is as per provisions contained at Para 17 of G.O. No.2/2/2010-4I-BII of dated 28.05.2010 (or as amended from time to time in this regard).
7. The firm shall not assign or sublet the contract.
8. **Inspection:-** The Inspection will be done by the Indenting department or his authorized representatives at the firm's premises before dispatch of material. The products/machines will be accepted only after pre-dispatch inspection of products out of total offered quantity randomly by the constituted Technical Committee of Agriculture and Famers Welfare Department Haryana. The same may be considered as master sample.

in case, the material/machine offered for inspection by the firm fails to meet the specifications stipulated in order/contract and the same is rejected by the Inspecting Technical Committee, the indenting Department will have the right to levy a penalty

at 0.1% of the total order value. In case the material/machine offered for inspection fails during the second 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 third and final inspection also, the firm will be liable for penal action including for feature of security, 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


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

