

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. Chawla Digital Systems Pvt Ltd,
SCO No. 49, Sector-5 Mansa Devi Complex, Near Singhdwar, Panchkula.
E-mail-chawla@chawladigital.com

Memo No.82/HR/RC/E-4/2022-23/17279
Dated Panchkula the:- 25.10.2023

Subject:- Annual Rate Contract for the procurement of 4982 Nos. Desktops required by the Skil Development & Industrial Training Department, Haryana (Sr. No. 10)

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 one year i.e 24.10.2024. 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. 82/HR/RC/E-4/2022-23/17280

Dated 25.10.2023

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 Director, Skill Development & Industrial Training Department, Haryana, Panchkula for information and necessary action.

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.

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

Endst. 82/HR/RC/E-4/2022-23/17281

Dated 25.10.2023

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

The Excise & Taxation Commissioner, Panchkula.

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

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

Endst. 82/HR/RC/E-4/2022-23/17282-88

Dated 25.10.2023

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

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

SCHEDULE - "A"

Accepted rates of M/s. Chawla Digital Systems Pvt Ltd,SCO No. 49, Sector-5 Mansa Devi Complex, Near Singhdwar, Panchkula E-mail-chawla@chawladigital.com, offer No. your offer /Bid ID No. 80884 dated 05.04.2023 and your letter No. nil dated 09.10.2023, this office acceptance letter No. 17270 dated 23.10.2023 & your letter No.nil dated 25.10.2023

Sr. No.	Name of the firm	Name of the item	Make/Model	Qty.	Rates in Rs. Per No., inclusive of GST @ 18%, freight & FOR Destination etc
1	M/s. Chawla Digital Systems Pvt Ltd; Panchkula	DESKTOP 8 GB RAM	ACER/ Veriton Acer X 4240G	3469 Nos.	46,400.00

SPECIFICATIONS:-

Specifications for Desktops (AMD / Intel) 8GB RAM

Sr. No.	Type	Parameter	Department Computer generic specifications
1	Processor	Generation	11th generation or higher
		CPU	Intel Core i5 / AMD Ryzen 5 5000 series or higher
		Chipset	Intel / AMD
		CPU Architecture	X64
2	Mother Board	Sound System	Integrated/ Audio Controller-integrated.
		Memory	1 x 8 GB DDR-IV RAM (3200 MHz) with Minimum 32GB Expandability (Min. 2 DIMM)
		Video Graphics	Integrated
3	Hard Disk Drive	HDD/ SSD	256 GB SSD for OS and 1TB SATA HDD for storage
4	Display	Screen Size	Minimum 19.5" or more TCO 08 Certified (OEM Make)
		Resolution	1600x900 or higher
5	Keyboard		Standard USB (OEM Make)
6	Mouse		USB 2 Button Optical Scroll Mouse (OEM Make)
7	Operating System	Preloaded OS	Preloaded Windows 10, 64 Bit Professional or higher (latest version)
8	Miscellaneous	Port, Security & Misc.	Graphics Ports: 1 x HDMI; 1 x VGA/DP/HDMI port, USB Ports: 4 x USB 2.0; 2 x USB 3.0 or Higher, Audio Ports: (1 x Audio-in; 1 x Audio-out) or 1x Universal Audio Jack, 10/100/1000 Gbps Gigabit Ethernet Controller, Integrated factory fitted Wi - Fi Controller, Hardware TPM 2.0 or higher and other standard ports.

		Power Supply	260 Watt or less with Active PFC (Min. 85% efficiency)
		Volume	Chassis Volume <=13 ltr.
10	Warranty	-	Minimum 3 years OEM on-site comprehensive warranty

Required Certification for all Computer System

S#	Category of Standard	Description	Name of Certification proposed by DITECH
1	Safety Standards	Safety of Electronics Products against Electrical Hazards	IS13252 (part1):2010/ IEC 60950 Part1:2005/ UL certification/ Equivalent
		Certification for Electrical magnetic Interference/ Radiation under control	FCC/ Equivalent certification from NABL approved Lab
		Restriction of Hazards Substance in manufacturing	India WEEE & India RoHS/ International RoHS
2	Energy Efficiency Standards	Energy Efficiency Standard	Energy Star 7.0 or Higher/ Equivalent BEE Star rating
3	Environmental Standards	Environmental protection standard	EPEAT/ Equivalent BIS Standard
4	ISO Standards	ISO 9001	ISO 9001

Note:- All the above mentioned specifications should be read as equivalent or higher.

Sr. No.	Name of the firm	Name of the item	Make/Model	Qty.	Rates in Rs. Per No., inclusive of GST @ 18%, freight & FOR Destination etc
2	M/s. Chawla Digital Systems Pvt Ltd; Panchkula	DESKTOP 16 GB RAM	ACER/ Veriton Acer X 4240G	1513 Nos.	48,500.00

SPECIFICATIONS:-

Specifications for Desktops (AMD / Intel) 16 GB RAM

Sr. No.	Type	Parameter	Department Computer generic specifications
1	Processor	Generation	11th generation or higher
		CPU	Intel Core i5 / AMD Ryzen 5 5000 series or higher
		Chipset	Intel / AMD
		CPU Architecture	X64

2	Mother Board	Sound System	Integrated/ Audio Controller-integrated.
		Memory	1 x 16 GB DDR-IV RAM (3200 MHz) with Minimum 32GB Expandability (Min. 2 DIMM)
		Video Graphics	Integrated
3	Hard Disk Drive	HDD/ SSD	256 GB SSD for OS and 1TB SATA HDD for storage
4	Display	Screen Size.	Minimum 19.5" or more TCO 08 Certified (OEM Make)
		Resolution	1600x900 or higher
5	Keyboard		Standard USB (OEM Make)
6	Mouse		USB 2 Button Optical Scroll Mouse (OEM Make)
7	Operating System	Preloaded OS	Preloaded Windows 10, 64 Bit Professional or higher (latest version)
8	Miscellaneous	Port, Security & Misc.	Graphics Ports: 1 x HDMI; 1 x VGA/DP/HDMI port, USB Ports: 4 x USB 2.0; 2 x USB 3.0 or Higher, Audio Ports: (1 x Audio-in; 1 x Audio-out) or 1x Universal Audio Jack, 10/100/1000 Gbps Gigabit Ethernet Controller, Integrated factory fitted Wi - Fi Controller, Hardware TPM 2.0 or higher and other standard ports.
		Power Supply	260 Watt or less with Active PFC (Min. 85% efficiency)
		Volume	Chassis Volume <=13 ltr.
10	Warranty	-	Minimum 3 years OEM on-site comprehensive warranty

Required Certification for all Computer System

S#	Category of Standard	Description	Name of Certification proposed by DITECH
1	Safety Standards	Safety of Electronics Products against Electrical Hazards	IS13252 (part1):2010/ IEC 60950 Part1:2005/ UL certification/ Equivalent
		Certification for Electrical magnetic Interference/ Radiation under control	FCC/ Equivalent certification from NABL approved Lab
		Restriction of Hazards Substance in manufacturing	India WEEE & India RoHS/ International RoHS
2	Energy Efficiency Standards	Energy Efficiency Standard	Energy Star 7.0 or Higher/ Equivalent BEE Star rating
3	Environmental Standards	Environmental protection standard	EPEAT/ Equivalent BIS Standard
4	ISO Standards	ISO 9001	ISO 9001

Note:- All the above mentioned specifications should be read as equivalent or higher.

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

TERMS AND CONDITIONS:-

1. **F.O.R.:-** The above rates are FOR destination anywhere in Haryana at supplier's risk
GST :- Inclusive in above rates.
2. **FREIGHT CHARGES:-**Inclusive in above rates.
3. **DELIVERY PERIOD:-** Delivery & Installation of complete material needs to be completed at all locations strictly within 60 days of order.
4. **Warrantee:-** Three-year onsite warranty from the date of installation and should include delivery, onsite installation, and onsite training
5. **PAYMENT TERMS** :- 90 % payment will be released within 15 days after physical delivery of inspected /accepted stores in physically good condition at consignee site. Remaining 10 percent will be released after satisfactory installation of the items at the consignee destination. 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. **Penalty clause:-**
 - i) In case of delay in delivery beyond the delivery period, a penalty amount @ 0.5% of price of supply order for one week (seven days) for the delay of first two weeks and @ 1.0 % per week for the delay of five weeks (35 days) upto a maximum cap of penalty of 6.0% for total delay of seven weeks (49 days) would be applicable for each indented item. Thereafter, DS&D, Haryana could cancel the order in consultation with indenting department and suitable action could be taken against the supplier firm as per DS&D, Haryana latest policy/ instructions. However, if, purchasing department opts to accept the items beyond seven weeks (49 days) delay, 1.0% penalty per week would continue for any unjustified delay in delivery till the supply is completed.
 - ii) In case of any complaint in the working of indented items during the warranty period, the firm shall attend the same within 48 hours from the time of logging of first complaint call by the concerned consignee/ Govt. ITI and the items must be repaired/ replaced within 72 hours thereafter. The complaint (s) would be logged by the concerned consignee/ Govt. ITI by email in order to keep the proper delivery records. Further in case of failure to repair/ replace faulty item (s) within 120 hours, penalty to the supplier @ Rs. 250/- per day per concerned consignee/ Govt. ITI will be applicable from the day & time of lodging the complaint.
7. **INSPECTION:-** The inspection will be done by the indenting department or his authorized representatives at the firm's premises before dispatch of material.

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 inspection 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 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


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