

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

1. M/s Surya Roshni Ltd  
Prakash Nagar Sankhol,  
Bahadurgarh Email:- [ajhanwar@surya.in](mailto:ajhanwar@surya.in)
2. M/s Bajaj Electricals Ltd,  
45/47, Veer Nirman Road,  
Mumbai- Email :- [sashish@bajajelectricals.com](mailto:sashish@bajajelectricals.com)

Memo No :- 86/HR/RC/E-5/2023-24/  
Dated Panchkula the:-

**Sub:-** Two years Rate Contract for the procurement of LED street lights of 90 watts with 05 year warranty for the Gram Panchayats in the State of Haryana required by the Development & Panchayats Department Haryana. (Sr. No. 11).

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 14-11-2025. 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 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  
Director General, Supplies & Disposals,  
For & On behalf of Governor of Haryana

Endst. No- 86/HR/RC/E-5/2023-24/

**Dated:-**

A copy of Schedule 'A' showing the prices accepted along with conditions of supply is forwarded to the Director, Development and Panchayats Department Haryana w.r.t. their Indent No. 879 dated 18.07.2023 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  
Director General, Supplies & Disposals,  
For Director General, Supplies & Disposals, Haryana

Endst. No- 86/HR/RC/E-5/2023-24/

Dated :-

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

1. The Deputy Excise & Taxation Commissioner, Bahadurgarh.
2. The Deputy Excise & Taxation Commissioner, Mumbai.

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

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

Endst. No- 86/HR/RC/E-5/2023-24/ 17801

Dated :- 15/11/23

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

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



### SCHEDULE - "A"

Accepted rates of M/s Surya Roshni Ltd; Prakash Nagar Sankhol, Bahadurgarh Email:-  
ajhanwar@surya.in MB. No. 9873925477, offer No. Nil dated 31.08.2023 and your letter  
dated 09.10.2023, this office acceptance letter No. 17216 dated 19.10.2023 & your letter  
No. LBG/HRY/192/23-24 dated 28.10.2023.

| Sr. No. | Name of items                               | Qty. In Nos. | Rates in Rs. per number, inclusive of all taxes/duties, GST, FOR Destination. |
|---------|---|--------------|---|
| 1       | 90 Wattage LED lights with 5 years warranty | 21900        | 5,526.44  |

### DETAILED TECHNICAL SPECIFICATIONS

#### TECHNICAL SPECIFICATIONS OF LED street Lights

| TYPICAL SPECIFICATIONS OF LED STREET LIGHTS |  |   |   |
|---|--|---|---|
| Sl. No.                                     | Type of Test/specification   | Proofs/Report to be submitted   |   |
| 1   | Lamp Operation Mode ON, OFF<br>Light Source High Power SMD LED $\geq$ 1W   | Technical Data  |   |
| 2   | For Smart LED Light<br>Lamp Operation Mode LED ON, OFF& DIM<br>Light Source High Power SMD LED $\geq$ 1W Usage Hours<br>Dusk to dawn (12 hours)                                      | Technical Data  |   |
| 3   | Life span of LEDs used in the Luminaries shall be $0 > 50000$ hours. @l L70  | LM-80/IS16105, LM70& TM 21 Test Report test report including technical data sheet of LED Chip from ILAC/MRA/KOLAS/NVLAP/EPA/ OSRAM/ PHILIPS LUMILEDS / CREE (USA)/ NICHIA International Certifying Agencies |   |
| 4   | Color rendering index (CRI) of the LEDs used in the luminaries shall be $\geq 70$  |   |   |
| 5   | LED chip efficiency shall be more than 135 Lumens/watt at Tj 85° C (Manufacturer shall submit the proof - LED Technical Data Sheet to be submitted)<br>System Efficiency $> 120$ L/w |   |   |
| 6   | Junction Temperature (Tj) should be $< 85^{\circ}\text{C}$   |   |   |
| 7   | Photo Biological Safety Report for the LEDs as per IEC 62471 and blue light assessment as per IEC/TR 62778 - Ed. 1.0   |   |   |
| 8   | Color temperature of the luminaries shall be in the range of nominal 5000K to 6000K (CCT as per ANSI)  | LM 79/IS 16106-2012 from NABL certified   |   |
| 9   | The distribution of luminaries' illumination (control of distribution) shall be based on the type of road as per BIS standard IS1944 refer table from NLC for Road category.         |   |   |
| 10  | Power factor   |   | $> 0.95\%$ with APFC  |
| 11  | System Efficacy (lumen/watt)   |   | Shall be $> 120$ lumen/watt, System lumen output supported by LM79 report shall be submitted. |
| 12  | CRI of Luminaries  |   | $\geq 70$   |



| TYPICAL SPECIFICATIONS OF LED STREET LIGHTS |   |   |
|---|---|---|
| Sl. No.                                     | Type of Test/specification  | Proofs/Report to be submitted                                       |
| 13  | Light Uniformity Ratio (Emin / Eavg) shall be as per IS 1944 based on the category of road  |   |
| 14  | The luminaries' light output (lumen) shall be constant. The voltage variations/fluctuations in the specified voltage range shall not impinge upon the lumen it produces. Maximum +/-2% is allowed throughout in the input operating voltage range   | Test report from NABL Accredited Lab                                |
| 15  | Driver shall be fully potted and should have a power factor $\geq 0.95$ , and THD $< 10\%$ with minimum inbuilt surge protection of internal 4kV / amp; external 10kV. The driver should be suitable for an operating voltage range of 140- 270V AC, cut-off at $< 300V$ AC, and self-restore. The driver should sustain up to 8 hours at 440 V AC. |   |
| 16  | Total Harmonic Distortion:<br>$< 10\%$ THD - Test Method IEC:610003-2   |   |
| 17  | LED Drive current      up to or $< 1000$ mA   |   |
| 18  | LED driver efficiency $\geq 85\%$   |   |
| 19  | Luminaries Body Temp should not exceed 30 deg. C from ambient (45 deg. c) with tolerance of 10deg.C after 24 Hrs  |   |
| 20  | Heat dissipation/heat sink:<br>Well-designed thermal management system with defined heat sink   | LM 80 report at which life $> 50000$ hrs                            |
| 21  | The luminaries shall be single piece pressure die-cast aluminum housing with corrosion-resistant powder coating conforming to ensure IP 66, and IK 07 protection  | TPL NABL Accredited Lab as per IS:10322-part 5 Sec-3 /IEC:60598-2-3 |
| 22  | Luminaries shall have a separate optical and driver compartment.  |   |
| 23  | The luminaries shall be built in such a way that it can withstand a wind speed of 150Kmph. The manufacturer shall furnish NABL accredited lab report supporting the same. (Impact resistance $\geq$ IK07)   |   |
| 24  | Fixture cover -<br>"Non-Yellowing polycarbonate optics cover" or UV resistance Non Yellowing polycarbonate / PMMA / toughened optics cover be required with proper IP66 provision. The lens should be mechanically fixed, and fixing by glue is not acceptable  | Declaration Certificate by manufacturer                             |
| 25  | Frequency                      50Hz +/- 3%  | Declaration Certificate by manufacturer                             |
| 26  | Operating temperature      Range: -10C to +50C  | TPL NABL Accredited Lab as per IS:10322-part 5 Sec-3                |
| 27  | Protections                      IP65, Surge protection of 10 kV, IEC61000-4-5  | Certified by NABL Accredited Lab/in-house lab                       |
| 28  | Working humidity              Preferred 100%, and not less than 95% RH  | Certified by NABL Accredited Lab/in-house lab                       |



| TYPICAL SPECIFICATIONS OF LED STREET LIGHTS |  |   |  |
|---|--|---|--|
| Sl. No.                                     | Type of Test/specification   | Proofs/Report to be submitted   |  |
| 29  | Conformation standards of luminaries (Test reports of luminaries)  | The luminaries should conform to IEC 60598/ IS:10322 The luminaries should be tested as per IEC 60598-2-3:2002/ IS:10322 Part 5 Sec-3 standards, and the following test reports should be submitted: Heat Resistance Test, Thermal Test, Ingress Protection Test, Drop Test Electrical / Insulation Resistance Test, Endurance Test, Humidity Test, Photometry Test (LM79 report), Vibration Test | From the NABL Certified TPL Test report TEST REPORT as per IS:10322-part 5 Sec-3 /IEC:60598-2-3          |
| 30  | Finish   | Aesthetically designed housing with grey color corrosion-resistant polyester powder coating   | Declaration Certificate by manufacturer  |
| 31  | Luminaries configuration / technical requirement   | Side entry type. Shall consist of separate optical and control gear compartments. It should be easily replaceable in the field condition.   | Declaration Certificate by manufacturer  |
| 32  | Compliance   | RoHS /CE/ERTL/ERDI  | CONFIRM  |
| 33  | Surge Protection   | External Surge protection of minimum 10kV/ 5 kA to be separately installed with each fixture  | As per ANSI C 136.2-2014   |
| 34  | All the types of test/specification of LED STREET LIGHTS mentioned in the above table from point number 1 to 33 to be supported. |   | All corresponding proofs/reports mentioned in the above table from point number 1 to 32 to be submitted. |
| 35  | All luminaries should be connected to earth potential by yellow-green wire as per IS:3043  |   | Declaration Certificate by manufacturer  |



**LIST OF APPROVED MAKES BY PWD, B&R HARYANA**

**Electrical, Accessories Items**

| Sr.No. | Name of Items   | Name of the Brand   |
|--------|---|---|
| 1      | Electrical/Modular accessories, Button Holder, Pendant Holder, Ceiling Rose, Bell Push, Switches, and Sockets, Call Bell/ buzzer, etc. (ISI Marked) | Anchor by Panasonic, SSK, Legrand, Indo Asian, C&S Electric, Polycan, Adhunik, GreatWhite   |
| 2      | Bakelite Sheet (Only White in colour) (ISI marked)  | Hylem, Greenlam   |
| 3      | MS Conduit Pipes (I.S.I. Marked)  | BEC, NIC, Steel Krafts, RMCON   |
| 4      | PVC Wires Copper Conductor  | Bonton, Grandlay, Havell's, Polycab, R.R. Kable, HPL, Greatwhite, Plaza, Indane, AKG, Padam, KEL Anchor by Panasonic, Rallison, Adhunik   |
| 5      | LT-PVC/ XLPE Underground cables with Aluminium Conductor  | Grandlay, Havell's, Polycab, RR Kabel, CIRITINA, KEL, Gemscab, Suraj, Plaza, Indane, Pymenupto 400 sqmm, Rallison, Adhunik  |
| 6      | (i) HT-XLPE cables with aluminium conductor (I.S.I. Marked)<br>(ii) Arial Bunch cables/ ACSR  | Havells, Gemscab, KEI, Plycab, Suraj<br>(As approved by UHBVNL/ DHBVNL for works related to UHBVNL/ DHBVNL)   |
| 7      | PVC Conduit pipe with accessories, and 6 kg. Pressure)  | AKG, BEC, Diplast, Polypack, MK, Norpack  |
| 8      | GI Pipe & M.S. Pipe/Pole (I.S.I. Marked)  | Jindal, Parkash, Tata   |
| 9      | I.C. switches/ SFU/ FSU/ Changeover switch  | GE, L&T, Siemens, Havell's, SSK, C&S, Standard, HPL, Indo Asian, Asco   |
| 10     | MCBs, MCCBs and Enclosure   | GE, L&T, Legrand, Siemens, ABB, Scheinder Electric, Havell's, Standard, C&S, indo Asian, Anchor by Panasonic, SSK, HPL, Asco, AXIOM, Adhunik:- Prewired DB's & Enclosure with MCH/MCCB/RCCB   |
| 11     | Poles<br>(i) GI Pole<br>(ii) High Mast<br>(iii) Decorative Poles  | Philips, Bajaj, GE India, Surya Roshini, Paruthi Engineers (PE), Volmont, Crompton, Skipper, Vipin ST.Poles, UTKARSH, Consol, Uddhikarmana, BPP.<br>Philips, Bajaj, GE India, Surya Roshini, Paruthi Engineers (PE), Volmont, Crompton, Skipper, Vipin ST Poles, UTKARSH, Consoul, BPP<br>Twinkle (Light), Twinkle (Luxmax), Jaquar, Keselec, Glomac, VAK lighting, Homdec, VIPIN S.T. Poles, Havells, Mayfair, Uddhikarmana, Bharatworks |
| 12     | Ceiling Fans (Double ball Bearings)/ Exhaust Fan  | Bajaj, Crompton, Khaitan, Orient, Usha, Havells, ORPIC  |
| 13     | Indoor LED Light fittings and Outdoor LED   | Bajaj, Crompton, Philips, Wipro, Surya Roshni, ploycab, HPL, Hallonix, Havells, C&S Electric,   |



| Sr.No. | Name of Items   | Name of the Brand   |
|--------|---|---|
|        |   | Twinkle (luxmax), Twinkle (Lite), Syska, Jaquar, Everydy, mayfair, Anchor by Panasonic, Orient, EPSORI, Adhunik, Keselec (Outdoor), Glomac (Outdoor), VAK lighting (Outdoor), Homdee (Outdoor), VIPIN S.T. Poles (Outdoor), GBH Lighting, Mansa, Uddhikarmana, Bharatworks. |
| 14     | LT Panel/ Load bank/ APFC/ Bus Bar trunking. (OEM or their TTA) | Schneider, ABB, Siemens, L&T, C&S, Havells, Standard, Indo Asian, AVON, Sudhir, Dhillon Fabricators and Engineers, ECS Engineering, Adhunik, Coronet, Precision, SPC Electrotech Pvt. Ltd.  |
| 15     | ACBs  | GE, L&T, Siemens, Schneider Electric, ABB, C&S, Harvell's, HPL, Indo Asian  |
| 16     | OCBs, and VCBs  | Alstom, Crompton, Siemens   |
| 17     | Transformers  | Alstom, Kirloskar, Crompton, NGEF, Voltamp, ABB, Siemens, Schneider<br>(As approved by UHBVNL/DHBVNL for works related to UHBVNL/ DHBVNL)   |
| 18     | Generators  | Engines: Cummins, Greaves Cotton, Kirloskar, Ruston, Eicher (up to 125 KVA), Ashok Leyland, (Mahindra upto 400 KVA)<br>Alternators: Crompton/ Crompton reaves, Kirloskar, NGEF, Stamford  |
| 19     | CSSU  | Schneider Electric, ABB, Siemens, C&S, Voltamp  |
| 20     | Servo voltage Stabilizers, Automatic Voltage Stabilizers        | AAR KEY, HI-SHINE (HS), IECO  |

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

### TERMS & CONDITIONS

- 1- F.O.R.:- The above rates are F.O.R. destination anywhere in Haryana at supplier's risk.
- 2- G.S.T. :- Inclusive in above rates.
3. **Warranty:-**

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 Development & Panchayat Department, Haryana, Chandigarh.
- (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.

- (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 Directorate of Development & Panchayat Department, Haryana, Chandigarh 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.
4. 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.

#### 5. Payment Terms :-

- (i) 90% of the payment shall be released by the respective Chief Executive Officer, Zila Parishad within 30 days on the receipt of duly inspected material.
- (ii) Balance 10% of the payment shall be released by the respective Chief Executive Officer, Zila Parishad at the rate of 2% per year in the following five year warranty period.

#### 6. Supply terms:-



The items, for which purchase/ supply order is placed by a Chief Executive Officer, ZilaParishad are to be supplied within two month's time from the date of issue of purchase/ supply order, if purchase value is up to Rs. 50.00 lakhs and if the value is above Rs. 50.00 lakhs then the material should have to be supplied within three months time or the time specified by the respective Chief Executive Officer, ZilaParishad from the date of issue of purchase/ supply order. The request of supplier for extension in time frame for the supply of the items 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.

#### **7. Inspection:-**

The inspection of the material will be carried out by the officers of the respective Chief Executive Officer, ZilaParishad or their authorized representatives at the premises of the supplier before dispatch. The concerned Chief Executive Officer, ZilaParishad or designated agency may inspect the ongoing supply. In case the supplied products are not as per standards, non-functional on account of installation, or non-compliance of warranty, the Indenting Department reserves the right to blacklist the firm on the recommendation received from the respective Chief Executive Officer, ZilaParishad. Blacklisting may inter-alia include the following:-

- i) The firm will not be eligible to participate in tender for Government supported projects.

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.

- ii) 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 officers of the concerned Chief Executive Officer, ZilaParishad, the Indenting Chief Executive Officer, ZilaParishad 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 Chief Executive Officer, ZilaParishad 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 3% PBG, risk purchase, debarring/ blacklisting in future, and no further opportunity for inspection would be provided to the supplier firm.

#### **8. Penalty for Time Schedule:-**

The time for and date of delivery or dispatch stipulated in the purchase/ supply order shall be deemed to be essence of the contract, and should be contractor fail to deliver or dispatch any consignment within the period prescribed for such delivery or dispatch stipulated in the purchase/ supply order, the delayed consignment will be subject to 2% penalty per consignment per month subject to maximum of 10% of work order value recoverable on the value of the stores supplied. In case of non-payment of