

REGD.
From

RATE CONTRACT

The Director General, Supplies & Disposals, Haryana,
Bays No. 3-6 (2nd Floors), Sector-02, Panchkula.
Tel. Nos. 0172-2570121-124.
E-mail: supplies@hry.nic.in

To

M/s Brightway Agencies,
SCO 185 Sector 7 C Chandigarh.
Email:- director@brightwayagencies.com

Memo. No. 126/HR/RC/E-4/2025-26/
Dated Panchkula, the:-

Sub:-

Procurement of 03 Years Comprehensive Maintenance Contract (CMC) of 14 nos. Inductively Coupled Plasma (ICP) Spectrometers Instruments required by the Director, Agriculture & Farmers Welfare Department, Haryana. (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 05.04.2029. 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.

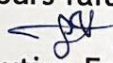
10. Your attention is particularly invited to the provision of Schedule "B" regarding the compliance with requisitions, preparation and submission of bills and quarterly submission of statement of supplies.

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,


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

Endst. No- 126/HR/RC/E-4/2025-26/

Dated:-

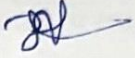
A copy of Schedule 'A' showing the prices accepted along with conditions of supply (ii) Schedule "B" i.e. conditions of contract are forwarded to the Director General, Agriculture & Farmers Welfare Department, Haryana Panchkula w.r.t. their indent No. 6215/Asstt.-III (SC) dated 29.12.2025.

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.

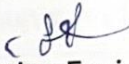

Executive Engineer
Director General, Supplies & Disposals,
For Director General, Supplies & Disposals, Haryana
Dated :-

Endst. No- 126/HR/RC/E-4/2025-26/

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

1. The Excise & Taxation Commissioner, Chandigarh


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


Executive Engineer
Director General, Supplies & Disposals,
For Director General, Supplies & Disposals, Haryana

Endst. No- 126/HR/RC/E-4/2025-26/ 340 Dated :- 6-4-26

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


Executive Engineer
Director General, Supplies & Disposals,
For Director General, Supplies & Disposals, Haryana

SCHEDULE - "A"

Accepted rates of M/s Brightway Agencies,SCO 185 Sector 7 C Chandigarh. Email:- director@brightwayagencies.com BID ID No. 1417189 and your letter dated 11.03.2026, this office acceptance letter No. 20602 dated 30.03.2026 & your letter No. BAC/2025-26/19764 dated 03.04.2026.

Rates in Rs. for per machine (03 Years Comprehensive Maintenance Contract (CMC) of 13 Years Old of Inductively Coupled Plasma (ICP) Spectrometers Instruments) Inclusive of GST, FOR & Payment and other terms & conditions as per NIT.

Sr. No.	Item Name	Make/Model	Qty.	Period	Negotiated rates per machine per year (Inc. of GST)
1	CMC Rates for 13 Years Old Inductively Coupled Plasma (ICP) Spectrometers Instruments)	Thermo Fisher Scientific, / (iCAP 6300 DUO	02 Nos.	1st Year	16,50,000.00
				2nd Year	16,50,000.00
				3rd Year	17,00,000.00

Rates in Rs. for per machine (03 Years Comprehensive Maintenance Contract (CMC) of 04 Years Old Inductively Coupled Plasma (ICP) Spectrometers Instruments) Inclusive of GST, FOR & Payment and other terms & conditions as per NIT.

Sr. No.	Item Name	Make/Model	Qty.	Period	Negotiated rates per machine per year(Inc. of GST)
1	CMC Rates for 4 Years Old Inductively Coupled Plasma (ICP) Spectrometers Instruments)	Thermo Fisher Scientific, / (iCAP PRO X DUO)	12 Nos.	1st Year	16,00,000.00
				2nd Year	16,00,000.00
				3rd Year	16,00,000.00

Detail of Make/Models for Three years Comprehensive Maintenance Contract (CMC) of Inductively Coupled Plasma (ICP) Spectrometers Instruments:-

Sr.No.	• Item Name	• Make	• Quantity/ModelNo.of ICPs
1.	Inductively Coupled Plasma Spectrometer (ICP)	M/s Thermofisher Scientific India Pvt. Ltd, Mumbai	2 Nos. 13 years old ICP instruments installed at Ambala & Panchkula Model No.(iCAP 6300 DUO) Serial No :- 20110519, IC3D20130902
			12 Nos. 04 years old ICP instruments Model No. (iCAP PRO X DUO) Serial No :- iCAPPRO11226, iCAPPRO11323,

			iCAPPRO11322, iCAPPRO11987, iCAPPRO11225, iCAPPRO11304, iCAPPRO11990, iCAPPRO11227, iCAPPRO11224, iCAPPRO11988, iCAPPRO11305, ICAPPRO11989
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TERMS & CONDITIONS:-

1. **F.O.R. Destination:-** 2 Nos. 13 years old at Ambala & Panchkula and 12 Nos. 04 years old at anywhere in Haryana.
2. **GST :-** Inclusive in above rates.
3. **Freight Charges :-** Inclusive in above rates.
4. **Warranty:-** CMC tenure: 3 years i.e. 36 months from the date of Purchase Order.
5. **Payment Terms**
 - **1st Year:**
 - 50% of the CMC amount may be paid after execution of the agreement.
 - 25% may be paid after completion of six months or after the second preventive maintenance (whichever is later).
 - Remaining 25% may be paid at the end of the first year.
 - **2nd & 3rd Year:**
 - 25% of the CMC amount may be paid at the end of each three-month period.

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. **Coverage**
 - The CMC shall provide **comprehensive coverage** for the ICP-OES instrument only.
 - All repairs and maintenance will be carried out using original equipment manufacturer (OEM) parts. Non-genuine parts shall not be accepted under any circumstances.
7. **Breakdown and Response Time**
 - **Major breakdowns:** Shall be rectified within **15 days** from the date of complaint registration.
 - **Minor breakdowns:** Shall be rectified within **96 hours** (excluding national holidays, Saturdays and Sundays) from the date of complaint registration.
 - The classification of a breakdown as *major or minor* will be determined by the concerned Soil Testing Officer, and the status will be updated on the Har Khet Swasth Khet Portal.

8. Service Reporting

- The service engineer must submit a **detailed service report** for each visit to the ICP system, specifying the work carried out and parts replaced.

9. ICP-OES Instrument Maintenance

• Preventive Maintenance (PM):

- Two (2) PM visits shall be conducted annually.
- The **first PM** shall be performed within **one month** of the work order date.
- The **second PM** shall be performed **six months** after the first PM.

• Software and Firmware Updates: Shall be provided as and when required.

• Replacement of Covered Parts:

- Defective covered parts (excluding consumables and damages due to misuse/physical damage) shall be replaced **free of cost within 15 days** of complaint registration.

10. Allied Accessories and Supporting Equipment

Only ICP-OES will be covered.

Exclusions

- Gas Cylinders & Gas Regulators
- Fume Hood & Air Conditioner
- Computer System & Printer
- Gas pipe supply and connectors
- Connectors for Tubing
- Tubing/pipe of AC
- Leakage of Any Sort
- Damage Caused by electrical fluctuation, leakage etc.
- Force Majeure
- Power components: Servo Transformer (3-phase), Phase Sequence Correctors, Surge Protectors for stabilized power supply to the instrument.
- Earthing (to be provided as per the requirement of the Machine)
- UPS & Batteries of UPS

Consumables (Excluded from CMC)

The following consumables are excluded from CMC coverage and will be supplied at an additional cost:

- EMT Duo Torch - 1 No.
- Nebuliser - 1 No.
- EMT Centre Tube 2.0 mm - 1 No.
- Pump Tubing (Aqueous Sample, Pack of 6) - 2 Nos.
- Pump Tubing (Aqueous Drain, Pack of 6) - 2 Nos.



- Spray Chamber - 1 No.
- Nebuliser/Spray Chamber Connector Kit - 1 No.
- CETAC 0.5 mm ID Carbon Fiber Probe, 108", Blue Band - 1 No.


11. Force Majeure

The service provider shall not be held responsible for any delay or failure in performance due to events beyond reasonable control, including natural disasters, floods, earthquakes, pandemics, strikes, or government/regulatory actions.

If such conditions persist beyond 60 days, the supplier reserves the right to revise or terminate the contract without liability.

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

Encls.a/a


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