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### Government of India Ministry of Home Affairs

Headquarters, Kendriya Police Kalyan Bhandar East Block-7(Level-II), Sector-1, R.K. Puram, New Delhi -110066 Tele: 011-26107574, Fax 011-26107572 (email - hqr-kpkb@mha.gov.in)

No. 70<sup>th</sup> Negotiation/KPKB/2023- 23 59

Dated, 12 April' 2023

To,

M/S Luxottica India eyewear Pvt Ltd, 7th Floor, DLF Building No 9 towers B, Phase III, DLF Cyber City, Gurgaon-122002

**E-mail-** amitav.sarkar@in.luxottica.com, varun.chopra@in.luxottica.com, dheermarketingindia@gmail.com

## Sub: ACCEPTANCE LETTER FOR RENEWAL OF CONTRACT.

This is with reference to Registration Form No. 3515 dated 28/02/2013 and price negotiation meeting held virtually on dated 10.04.2023.

- 2. This is to inform you that as per your request, your already listed products with Kendriya Police Kalyan Bhandar (KPKB) have been approved for supplies to KPKB for one more year at the prices and discounts agreed in 70<sup>th</sup> Price Negotiation Meeting held on dated 10.04.2023 as per the agreement attached herewith. During the price negotiation, you have agreed to the following:-
  - (a) Prices/discounts offered by you will be applicable as per terms & conditions laid down, explained, negotiated and accepted.
  - (b) All product promotion benefits introduced by the company in the civil market will be compulsorily and immediately passed on to all KPKB Bhandars over and above the prices and discounts agreed with the KPKB under information to Hqrs, KPKB.
  - (c) Your firm will abide by the terms & conditions mentioned in the registration form, Price Negotiation Sheet and Acceptance letter.
- 3. A copy of agreement reflecting terms and conditions accepted during price negotiation is being sent for your records and necessary action. Further, firm can visit KPKB website (kpkb.co.in) to download list of Master Bhandars and Subsidiary Bhandars.
- 4. Supplies to all Master Bhandars (MBs)/Subsidiary Bhandars (SBs) will be done directly from your Factory/Depots/Carrying & Forwarding Agents (CFA). Consolidated supply order of KPKB items will be placed by MBs. However, supplies can be made to SBs in certain cases, if agreed by the firms by billing through MBs. On receipt of stores, SBs will report to MBs immediately about correctness of stores as per supply order. After getting confirmation from SBs, payment will be made only through MBs and not from SBs.
- 5. Please quote the number and the date of this acceptance letter on all correspondences with KPKB.
- 6. Any increase in rates or change in case packing will not be allowed at your own without prior approval from the Headquarters, Kendriya Police Kalyan Bhandar. No price revision will be allowed prior to completion of complete six calendar months from the date of last agreement. However, in exceptional cases of substantial change in prices due to unavoidable circumstances, the firm can approach Headquarters, Kendriya Police Kalyan Bhandar for price revision. But demand /supplies will have to be honoured at the agreed rates till the revised contract is issued by the Headquarters, Kendriya Police Kalyan Bhandar.
- 7. For continuation of this contract, <u>you shall have to apply to this office for the renewal of contract preferably after 9 months and before expiry of contract for timely action.</u> In case no request is received from your end before expiry of contractual period, then it will be presumed that you are not interested in renewal of contract with KPKB. Accordingly, your supplies will be stopped immediately and necessary action for delisting of your firm from KPKB inventory will be initiated.
- 8. If firm fails to submit requisite documents for renewal before expiry of contract, it will be processed for "De-listing".

- 9. Master Bhandars will place their consolidated demand directly to Firm and the firm will raise invoice and deliver the stores to Master Bhandars or in exceptional cases to SBs, on approval of MBs. Appointment of distributor can be considered on your request subject to formalities. Firms can appoint more than one distributor keeping in view of smooth supply to far-flung areas after taking proper approval from Headquarters, Kendriya Police Kalyan Bhandar.
- 10. Stores demanded by the Master Bhandars will be <u>supplied within 30 days</u> from the date of receipt of supply order. Similarly, Master Bhandars will release payment to firms/manufacturers as per terms and conditions agreed during price negotiation.
- 11. It is mandatory to honour every supply order/indent placed by the Master Bhandar anywhere in India irrespective of value and volume of supply order/indent.
- 12. No change in distribution/supply network should be made without prior approval of Headquarters, Kendriya Police Kalyan Bhandar. However it should be ensured that uninterrupted supply of all items listed with Kendriya Police Kalyan Bhandar should be supplied in time as per demand of concerned Master Bhandars.
- 13. Quarterly details of Turnover of your firm in respect of KPKB enlisted items supplied to various Master Bhandars are required in this office for regular monitoring of performance of your firm. Same may please be sent to this office by 5<sup>th</sup> day of Apr, Jul, Oct and Jan of respective quarters in our e-mail-hqr-kpkb@mha.gov.in.
- 14. The prices are valid for one year only. Fresh price negotiation will be done on completion of one year from the date of issue of this acceptance letter.
- 15. This offer of acceptance can be withdrawn at any time in case any breach of terms & conditions is brought to our notice.
- 16. The commencement of one year period begins from date mentioned in SI No. 19 & expires on date as mentioned in SI No. 20.
- 17. The firms need to cover at least 18 Master Bhandars across India for renewal of contract.
- 18. It is mandatory to achieve the turnover criteria of Rs. 50 Lakhs in KPKB as prescribed or as amended from time to time. The turnover will be counted from the date of acceptance till expiry of contract date.

19. Date of issue of acceptance Letter: - 12 - 05 - 2023

20. Date of expiry of contract :- 11 - 05 - 2024

- 21. You are requested to visit KPKB website (<a href="www.kpkb.co.in">www.kpkb.co.in</a>) time to time for any change in terms and conditions during contract period. No separate notice will be sent and decision of KPKB will be binding and final.
- 22. If your items are of edible nature with limited shelf life, expiry date should be clearly mentioned on packs for safety of consumers. Expired items will have to be lifted back from Bhandars at your own expenditure, if informed by MBs.
- 23. Mere registration of a firm or its products with KPKB does not constitute a valid ground for supply of the products to KPKB by the firm, although, the negotiation may have been done successfully. It is categorically mentioned here that only "Swadeshi" products are permitted to be supplied to KPKB Bhandars. The onus to ensure that only "Swadeshi" products are being supplied to KPKB Bhandars, under self certification lies with supplier/manufacturer firms. In case of any violation of these instructions supplier/manufacturer firms shall be held accountable.

# 24. Details of Swadeshi as per proforma given below in Excel Format only: (In case of New Introduction/One to one replacement)

S/	Produc	Whether the products, offered	Whether the	Whether the manufacturing					
N	t Name	to KPKB, are being		company/firm is using domestic					
0				inputs in manufacturing the					
ł		company/firm incorporated	India with Indian	products which are listed with					
		in India or otherwise. If so,	<b>capital</b> or	KPKB or otherwise.					
		details thereof.	otherwise.	(Percentage of Domestic Input)					
1	2	3	4	5					

Percentage of Domestic Inputs will be taken into account on the basis of an order issued by Department of Promotion of Industries and Internal Trade, Ministry of Commerce and Industries, Government of India, dated 16.09.2020 about requirements of "Minimum local Content" to categorize a supplier as "Class-I local supplier, which is minimum 50%". On the same line, a product may be categorized as "Swadeshi".

- 25. The acceptance and permission accorded to your firm for supply of products vide this letter is purely provisional and shall be subject to instructions/guidelines pertaining to "Swadeshi" in KPKB. All or some products agreed to be placed on KPKB inventory may be deleted subsequently with or without citing any reason. The firm will have to backload the SKUs at the earliest if the SKUs are found not to be "Swadeshi" as per guidelines.
- 26. Non-adherence of rules/guidelines/instructions of KPKB and related Govt. authorities may lead to termination of contract with KPKB anytime and also may lead to legal consequences.
- 27. If you intend to close/discontinue the business with KPKB, you have to inform the Headquarters, Kendriya Police Kalyan Bhandar about such intent at least 03 months prior to the scheduled date of closure/stoppage of business with KPKB. Further, before final closure, you have to obtain a no-dues certificate from Headquarters, Kendriya Police Kalyan Bhandar.
- 28. Please acknowledge receipt.

Encl: As above.

(Amit Sharma) DIG/CEO, Hqrs, KPKB

# Copy to:

All Dte of CAPFs (BSF/CRPF/CISF/ITBP/SSB) (through Mail) All Master Bhandars (through mail)

For necessary action please. For necessary action please.

70TH REVIEW NEGOTIATION MEETING OF PURCHASE COMMITTEE, KPKB, DATED 10TH APRIL 2023 (RENEWAL OF CONTRACT)

FIRM NAME: M/S Luxottica India eyewear Pvt Ltd,

7th Floor, DLF Building No 9 towers B, Phase III, DLF Cyber City, Gurgaon-122002 \*

GSTN Firm 06AABCL3871C1ZT Supply Source

BRAND NAME: RAYBAN Email- amitav.sarkar@in.luxottica.com, varun

Email- amitav.sarkar@in.luxottica.com, varun.chopra@in.luxottica.com, dheermarketingindia@gmail.com

FIRM REPRESENTATIVE: Mr. Amitav Sarkar, Business Head, M- 9910444199, Mr. Varun Chopra, ASM, M-9971744999, 0124-4395900

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Sr	Nomenclature ·	No. Of	.HSN		New MRP	Offere	d per unit	Negotiated	Discount	Base	MB to SB bhandar	GST%	KPKB Customer price
No		Unit	Code	Per Unit	Per Unit			Rate	Agreed	Rate	including 0.75%		including 1.25 %
	i	Per				Offered	Offered		on MRP		Dev charge + GST	1	devlopment charge
		Case	-	1			Discount %					1 1	•
						price	Discount %		1 . 1		•		
1	2	3	4	- 5	6	7 ,	8	9 ,	· 10	11	. 12	13	14
	0RB3025IL020558	30 🖊	9004/	7390	- 7390 <b>/</b>	4138.40	44.00%	4138.40	44.00%	3507.12	4169.44	18%	4221.17
2	0RB3025IL979758	30	9004	7390	7390	4138.40	44.00%	4138.40	44.00%	3507.12	4169.44	18%	4221.17
3	0RB3383100160	30	9004	5590	5590	3130.40	44.00%	3130.40	44.00%	2652.88	3153.88	18%	3193.01
. 4	ORB3025IR107258	30	9004	7390	7390	4138.40	44.00%	4138.40	44.00%	3507.12	4169.44	18%	4221,17
	0RB3129IW022658	30	9004	6590	6590	3690.40	44.00%	3690.40	44.00%	3127.46	3718.08	18%	3764.21
6	0RB3025IL174458	30	9004	7390	7390	4138.40	44.00%	4138.40	44.00%	3507.12	4169.44	18%	4221,17
7	0RB3025IW327658	30	9004	8690	8690	4866.40	44.00%	4866.40	44.00%	4124.07	4902.90	18%	4963.73
8	0RB3026IW202762	30	9004	6790	6790	3802.40	44.00%	3802.40	44.00%	3222.37	3830.92	18%	3878.45
٠9	0RB3025l001555	30	9004	7390	7390	4138.40	44.00%	4138.40	44.00%	3507.12	4169.44	18%	4221.17
10	0RB3025I002/3F58	30	9004	8090	8090	4530.40	44.00%	4530.40	44.00%	3839.32	4564.38	18%	4621.01
11	0RB30251L282358	30	9004	7390	7390	4138.40	44.00%	4138.40	44.00%	3507.12	4169.44	18%	4221.17
12	0RB3025I003/3258	30	9004	8090	8090	4530.40	44.00%	4530.40	44.00%	3839.32	4564.38	18%	4621.01
13 .	0RB3025IW327758	30	9004	8690	8690	4866.40	44.00%	4866.40	44.00%	4124.07	4902.90	18%	4963.73
14	0RB3025I00253F55	30	9004	8090	8090	4530.40	44.00%	4530.40	44.00%	3839.32	4564.38	18%	4621.01
15	0RB3025I004/5158	30	9004	8090	8090	4530.40	44.00%	4530.40	44.00%	3839.32	4564.38	18%	4621.01
16	0RB3025I001/5758	30	9004	9390	9390	5258.40	44.00%	5258.40	44.00%	4456.27	5297.84	18%	5363.57
17	0RB3025I002/5858	30	9004	9390	9390	5258.40	44.00%	5258.40	44.00%	4456.27	5297.84	18%	5363.57
18	0RB3025l001/5862	30	9004	9390	9390	5258.40	44.00%	5258.40	44.00%	4456.27	5297.84	18%	5363.57
19	0RB4252I710/1351	30	9004	6290	6290	3522.40	44.00%	3522.40	44.00%	2985.08	3548.82	18%	3592.85
20	0RB4205 601/9A56	30	9004	7590	7590	4250.40	44.00%	4250.40	44.00%	3602.03	4282.28	18%	4335.41
21	0RB42051710/1356	30	9004	6290	6290	3522.40	44.00%	3522.40	44.00%	2985.08	3548.82	18%	3592.85
22	0RB4251I601/9A56	30	9004	7590	7590	4250.40	44.00%	4250.40	44.00%	3602.03	- ~ 4282.28	18%	4335,41
23	0RB3136I18158	30	9004	7390	7390	4138.40	44.00%	4138.40	44.00%	3507.12	4169.44	18%	4221.17
24	0RB3655I002/3257	30	9004	6890	6890	3858.40	44.00%	3858.40	44.00%	3269.83	3887.34	18%	3935.57
25	0RB3656I001/5157	30	9004	6890	6890	3100.50	55.00%	3100.50	55.00%	2627.54	3123.75	18%	3162.51
26	0RB3025I001/3F58 -	30	9004	8090	8090	4530.40	44.00%	4530.40	44.00%	3839.32	4564.38 -	18%	4621.01
27	0RB3129IW022858	30	9004	6590	6590	3690.40	44.00%	3690.40 /	44.00%	3127.46	3718.08	18%	3764,21
28	0RB3129IW150458	30	9004	6590	6590	3690.40	44.00%	3690.40/	44.00%	3127.46	3718.08	18%	3764.21/

(Deepam Seth, IPS) IG(Pers), ITBP Chairman, CPC, KPKB (Pankaj Kumar) DIG(Wel), CRPF Member (H.N.S. Bisht) DIG(Admn)/SSB Member

(Biju K Sam) Comdt, LOAR Member (Deepak Kumar)
Comdt/ CISF
Representative

(Vinay Kumar)
Dy. Comdt.(Edn)/ BSF
Representative

r) (Babu Sing / BSF AC/A

(Babu Singh Caathan) AC/AO, ITBP Dy. FA, KPKB

(Acknowledged) Representative of the Firm

Sr No	Nomenclature	No. Of Unit Per	HSN Code	Old MRP Per Unit	New MRP Per Unit	Offered per unit		Negotiated Rate	Discount Agreed	Base Rate	MB to SB bhandar including 0.75%		including 1.25 %
		Case		,		Offered price	Offered Discount %		on MRP		Dev charge + GST		devlopment charge
1	2	3	4 .	5	6	7	8	9	10	11	12 (	13	14
29	0RB3655I001/3157	30	9004	6190	6190	3466.40	44.00%	3466.40 /	44.00%	2937.63	3492.40	18%	3535.73
30	0RB3025IL292858	- 30	9004	9390 .	9390	5258.40	44.00%	5258.40	44.00%	4456.27	5297.84	18%	
31	0VO3990SI848/8755	30	9004	4390	4390	2063.30	53.00%	2063.30	53.00%	1748.56	2078.77	18%	5363.57
32	0VO5324S22573655	30	9004	4490	4490	2110.30	53.00%	2110.30	53.00%	1788.39	2126.13		2104.57
33	0VO4154S50756955	30	9004	4490	4490	2110.30	53.00%	2110.30	53.00%	1788.39		18%	2152.51
34	0VO4154S848/8E55	30	9004	4490	4490	2110.30	53.00%	2110.30	53.00%	1788.39	2126.13	18%	2152.51
35	0VO4155S280/1353	30	9004	4490	4490	2110.30	53.00%	2110.30			2126.13	18%	2152.51
36	0VO4155S50751453	30	9004	4490	4490	2110.30	53.00%		53.00%	1788.39	2126.13	18%	2152.51
	0VO5324SW44/1155	30	9004	4490				2110.30	53.00%	1788.39	2126.13	18%	2152.51
	0.00024014471100	30 1	3004	4490	4490	2110.30	53.00%	2110.30	53.00%	1788.39	2126.13	18%	2152.51

#### TERMS AND CONDITIONS:-

- 1 The negotiated rates are inclusive of GST.
- 2 The aforesaid rates are on FOR destination basis.
- 3 The stores will be supplied within 30 days from the date of receipt of supply order from Master Bhandars(MBs).
- Payment will be made within 30 days from the date of receipt of stores by the Master Bhandar.
- 5 In case of decrease in MRP, KPKB rates will be reduced to the extent of percentage discount agreed and information will be given to KPKB HQr.
- 6 Special discounts/schemes if any shall be passed on to the Master Bhandars immediately. Master Bhandars are permitted to accept special schemes without further approval from Headquarters, KPKB if it is beneficial for consumers.
- MRP of the products if found lesser than that quoted in negotiation, tesser MRP will come into immediate effects with same percentage discount agreed upon and will remain valid till next price revision meeting.
- In case of quality of product and its contents found to be of inferior quality than the sample produced or what has been decided upon; the agreement/contract is fiable to be cancelled without any prior notice.(FSSAI/BIS/ISI/GMP/Drugs License/ISO/Lab Test/Reed,Pick,Count and weight/Factory License and MSME specifications/standards should be maintained time to time, whichever is applicable.
- 9 Firm is bound to supply their products to far flung and remote areas where MBs are located.
- 10 Cost of unloading of products at MBs will be borne by the firm concerned,
- 11 If at any point of time during the contract if it is found that market rates are lesser than KPKB rates, then your Firm will be liable to be delisted with immediate effect.
- 12 Business tumover should be minimum Rs. 50 Lakhs and 18 Master Bhandars should also be covered out of total 119 MBs in one business year.

(Deepam Seth, IPS) IG(Pers), ITBP

Chairman, CPC, KPKB

(Pankaj Kumar) DIG(Wel), CRPF Member

(A.N.S. Bisht) DIG(Admn)/SSB

Comdt. LOAR Member

(Deepak Kumar) ( Comdt/ C(SF Representative

(Vinay Kumar) Dy. Comdt.(Edn)/ BSF Representative

AC/AO, ITBP Dy. FA, KPKB (Acknowledged) Representative of the Firm