

No. 72nd Negotiation/KPKB/2023- 6064

Dated, 30/10/2023

To,

M/S Sony India Pvt. Ltd,
A-31, Mohan Cooperative Industrial Estate, Mathura Road, New Delhi - 110044

E-mail :- abhijeet.ganjoo@sony.com, b2bindia@ap.sony.com, megha.mehra@sony.com

Sub: ACCEPTANCE LETTER FOR RENEWAL OF CONTRACT AND ONE TO ONE REPLACEMENT.

This is with reference to Registration Form No. 4864 dated 29/09/2014 and price negotiation meeting held virtually on dated 16/10/2023.

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 72nd Price Negotiation Meeting held on dated 16/10/2023 as per the agreement attached herewith. During the price negotiation following points have been agreed upon :-

- (a) Prices/discounts offered by you will be applicable as per terms & conditions laid down, explained, negotiated and accepted.
- (b) Any consumer promotion scheme (CPS) offered in civil market directly by the firm or through super stockiest/distributors 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) In case the prices of the products has been reduced in the civil market then the reduction will automatically be applicable to the supplies made to KPKB with effect from the date of reduction in civil market without any change in agreed discounts. In this case existing pending orders will be executed by the firm at reduced rate without waiting prior approval from HQ KPKB. Firm will ensure intimation of such downward revision by the fastest means to HQ KPKB including e-mail so that exact amount of price reduced can be verified and approval accorded by HQ KPKB.
- (d) 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.

Agreement valid from :- 30-10-2023.

Agreement valid upto :- 29-10-2024

4. Firm can visit KPKB website (kpkb.mha.gov.in) to download list of Master Bhandars and Subsidiary Bhandars.

5. Mere enlistment of items in KPKB does not guarantee placement of purchase order of any specific quantity. Purchase orders are placed by Master Bhandar as per requirement/demand of Subsidiary Bhandars/entitled beneficiaries, which is also subject to various factors like availability of funds, storage space constraints, seasonal variation, sales trend, customer preferences and overall sufficiency.

6. 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 for further sale. Payment will be made only through MBs and not from SBs.

7. Please quote the number and the date of this acceptance letter on all correspondences with KPKB.

Contd...2/-

8. **Any increase in rates or change in case pack 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 may approach Headquarters, Kendriya Police Kalyan Bhandar for consideration. But demand /supplies will have to be honoured at the agreed rates till the revised acceptance is issued by the Headquarters, Kendriya Police Kalyan Bhandar.
9. For continuation of this contract, **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.** 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.
10. If firm fails to submit requisite documents for renewal before expiry of contract, it will be processed for "De-listing".
11. Master Bhandars will place their consolidated demand directly to Firm and the firm will raise invoice and deliver the stores to Master Bhandars. In case of direct supply to Subsidiary Bhandars on approval of Master Bhandars the indent/demand will be honored in letter and spirit with condition that invoicing/payment to be done to Master Bhandar as per procedure.
12. Stores demanded by the Master Bhandars will be **supplied within 30 days** from the date of receipt of supply order. In case of any delay same may be properly justified in writing to concerned MB Under Intimation to HQ, KPKB.
13. 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.
14. Change in distribution/supply network should be made only with prior approval of Headquarters, Kendriya Police Kalyan Bhandar. 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. 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.
15. Headquarter KPKB can carry out random checks at any stage by sending the product to Govt. Accredited Labs/ CFL (Consolidated Forensic Laboratory) as applicable. In case of any complaint from beneficiaries/Subsidiary Bhandars/Master Bhandars, samples will be sent for quality test where required. In case the product is found to be not confirming to the quality standards/specification as prescribed in technical data specification (TDS)/Bureau of Indian Standards (BIS) and/or other Government Standards like Legal Metrology, FSSAI Act/Rules, Agmark etc then supply of the firm will be stopped immediately and necessary action will be taken against the firm as per laid down policy/procedure of HQ KPKB. The cost of samples and testing will be charged from the firm.
16. At any stage if firm is found guilty for submission of fraudulent/fabricated documents to fulfill the eligibility criteria for New Registration/Renewal of Contract/ Price Revision/ New Introduction/ One to One replacement etc then penalty will be imposed on the firm with debarment for a period of 2 years.
17. If it is found that the firm is offering products to KPKB on higher MRPs in comparison to prevailing market rates/ e-commerce platforms to exaggerate the discount percentage for price negotiation then penalty will be imposed on the firm with debarment for a period of 2 years in case found guilty.
18. At any stage if it is found that Market Operating Prices (MOP) of the products registered with KPKB are lower than KPKB negotiated rates then such cases will be investigated by HQ KPKB and necessary action will be taken against the firm as per laid down policy/procedure of HQ KPKB.
19. SKU's available in open market only be registered with KPKB. If firm discontinues any product from the market which is registered with KPKB then the same may also be removed from KPKB inventory.
20. 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 5th day of Apr, Jul, Oct and Jan of respective quarters in our e-mail- hqkpkb@mha.gov.in.

21. The prices are valid for one year only. Fresh price negotiation will be done on completion of one year from the date of issuance of this acceptance letter.
22. This offer of acceptance can be withdrawn at any time in case any breach of terms & conditions is brought to our notice.
23. The firms need to cover at least 18 Master Bhandars across India for renewal of contract.
24. 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.
25. You are requested to visit KPKB website (kpkb.mha.gov.in) time to time for any change in terms and conditions during contractual period. No separate notice will be issued and decision of KPKB will be binding and final.
26. 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/SBs.
27. 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/manufacturing firms. In case of any violation of these instructions supplier/manufacturing firms shall be held accountable.


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

S/No	Product Name	Whether the products, offered to KPKB, are being manufactured by a company/firm incorporated in India or otherwise. If so, details thereof.	Whether the company/ firm is incorporated in India with Indian capital or otherwise.	Whether the manufacturing company/firm is using domestic inputs in manufacturing the products which are listed with KPKB or otherwise. (Percentage of Domestic Input)
1	2	3	4	5

Percentage of Domestic Inputs will be taken into account on the basis of orders issued by Department of Promotion of Industries and Internal Trade, Ministry of Commerce and Industries, Government of India, dated 16.09.2020 and 25.03.2022 about requirements of "Minimum local Content". On the same line, a product may be categorized as "Swadeshi".

29. 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.
30. 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.
31. 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.
32. Please acknowledge receipt.

Encl: As above.


(Amit Sharma)
30/10/2023
DIG/CEO, Hqrs, KPKB

Copy to:

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

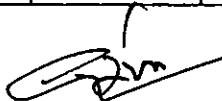
- For necessary action please.

- For necessary action please.

72ND REVIEW NEGOTIATION MEETING OF PURCHASE COMMITTEE, KPKB, DATED 16TH OCTOBER 2023 (RENEWAL OF CONTRACT AND ONE TO ONE REPLACEMENT)

FIRM NAME: M/S Sony India Pvt. Ltd, A-31, Mohan Cooperative Industrial Estate, Mathura Road, New Delhi - 110044									Firm	07AABCS1571Q1ZY					
BRAND NAME: SONY Email - abhijeet.ganjoo@sony.com, b2bindia@ap.sony.com, megha.mehra@sony.com, Website- www.sony.co.in									Supply Source						
FIRM REPRESENTATIVE: Mr. Abhijeet Ganjoo (National Head- B2B Business) Mob:- 8283933996, Ms. Megha Mehra(AM), M-9999392965															
Sr No	Old Nomenclature	New Nomenclature	No. Of Unit Per Case	HSN Code	Old MRP Per Unit	New MRP Per Unit	Offered per unit (Inclusive of GST)		Discount Agreed on MRP	Negotiated Rate (Inclusive of GST)	Base Rate	GST%	MB to SB bhandar including 0.75% Dev charge + GST	KPKB Customer price including 1.25 % development charge + GST	
							Offered Discount %	Offered price							
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
1	43 Inch Full HD Smart Google LED TV KD-43W880K		1	85287216	64900	64900	39.50%	39264.50	39.50%	39264.50	30675.39	28%	39558.98	40049.79	
2	43 Inch 4k UHD Smart Google LED TV KD-43x75L		1	85287217	69900	69900	32.00%	47532.00	32.00%	47532.00	37134.38	28%	47888.49	48482.64	
3	43 Inch 4k UHD Smart Google LED TV KD-43x80L		1	85287217	99900	99900	38.00%	61938.00	38.00%	61938.00	48389.06	28%	62402.54	63176.76	
4	50 Inch 4k UHD Smart Google LED TV KD-50x80L		1	85287217	114900	114900	35.00%	74685.00	35.00%	74685.00	58347.66	28%	75245.14	76178.70	
5	32 Inch HD Ready Smart Google LED TV KD-32W830K		1	85287215	34900	34900	22.00%	27222.00	22.00%	27222.00	23069.49	18%	27426.17	27766.44	
6	65 Inch 4k UHD Smart Google LED TV KD-65x80k	65 Inch 4k UHD Smart Google LED TV KD-65x82L	1	85287217	164900	164900	37.00%	103887.00	40.00%	98940.00	77296.88	28%	99682.05	100918.80	
7	55 Inch 4k Ultra HD Smart Google LED TV KD-55x80k	55 Inch 4k Ultra HD Smart Google LED TV KD-55x82L	1	85287217	129900	129900	35.00%	84435.00	42.00%	75342.00	58860.94	28%	75907.07	76848.84	
8	50 Inch 4k UHD Smart Google LED TV KD-50x75L		1	85287217	85900	85900	32.00%	58412.00	32.00%	58412.00	45634.38	28%	58850.09	59580.24	


(Asif Jalal, IPS)
IG(CT), BSF
Chairman, CPC, KPKB



(Balabhab Chandra Sharma)
DIG(Wel), CRPF
Member


(Manoj Kumar)
DIG(Admin)/SSB
Member


(Raju K Sam)
Comdt. LOAR
Member


(Deepak Kumar)
AIG(Wel)/CISF
Representative


(Anil Kumar Baghav)
Dy. Comdt./ITBP
Representative

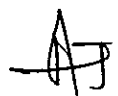

(Karan Singh)
AC/In, BSF
Dy. FA, KPKB

(Acknowledged)
Representative
of the Firm

Sr No	Old Nomenclature	New Nomenclature	No. Of Unit Per Case	HSN Code	Old MRP Per Unit	New MRP Per Unit	Offered per unit (Inclusive of GST)		Discount Agreed on MRP	Negotiated Rate (Inclusive of GST)	Base Rate	GST%	MB to SB bhandar including 0.75% Dev charge + GST	KPKB Customer price including 1.25 % development charge + GST
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
9	55 Inch 4k UHD Smart Google LED TV KD-55x75L		1	85287217	99900	99900	33.00%	66933.00	35.00%	64935.00	50730.47	28%	65422.01	66233.70
10	65 Inch 4K UHD Smart Google LED TV KD-65x75L		1	85287217	139900	139900	35.00%	90935.00	35.00%	90935.00	71042.97	28%	91617.01	92753.70
11	43 Inch 4k UHD Smart Google LED TV KD-43x70L		1	85287217	59900	59900	32.00%	40732.00	32.00%	40732.00	31821.88	28%	41037.49	41546.64
12	50 Inch 4k UHD Smart Google LED TV KD-50x70L		1	85287217	74900	74900	32.00%	50932.00	32.00%	50932.00	39790.63	28%	51313.99	51950.64


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).
- 4 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.
- 7 MRP of the products if found lesser than that quoted in negotiation, lesser MRP will come into immediate effects with same percentage discount agreed upon and will remain valid till next price revision meeting.
- 8 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 liable to be cancelled without any prior notice.(FSSAI/BIS/ISI/GMP/Drugs License/ISO/Lab Test/Reed, Pick, Count and weight/Facility 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 turnover should be minimum Rs. 50 Lakhs and 18 Master Bhandars should also be covered out of total 119 MBs in one business year.



(Asif Jalal, IPS)
IG(ICT), BSF
Chairman, CPC, KPKB



(Ballabh Chandra Sharma)
DIG(Wel), CRPF
Member


(Manoj Kumar)
DIG(Admin)/SSB
Member


(Biju K Sam)
Comdt. LOAR
Member


(Deepak Kumar)
AIG(Wel)/ CISF
Representative


(Asha Kumar Raghav)
Dy. Comdt./ ITBP
Representative


(Karam Singh)
AC Fin, BSF
Dy. RA, KPKB

(Acknowledged)
Representative
of the Firm