

Rate Contract
Government of India
Directorate General of Supplies & Disposals
Jeevan Tara Building, 5 Sansad Marg
New Delhi-110001
Tel Number 23360610/23360537

Rate Contract no. Laptop/IT-1/RC-71020000/0811/82/F0562/3405
Dated 01-OCT-10

To,

XSYS TECHNOLOGIES
6E, Rani Jhansi Road, Jhandewalan Extension, New Delhi-55
Mr. Sanjay Tiwari: 9810840463/9311140463
Mr. Amritashwa: 9910267766/9311267766
E-mail: sanjay@xsystech.net

Sub: Rate Contract for supply of Laptop, Notebook, Tablet, Mobile PC and Accessories
Validity: From 01-OCT-10 To 30-SEP-11 .

Ref:(1) This Office Tender Enquiry No. Laptop/IT-1/RC-71020000/0811/82
Opened on 05-AUG-10.
(2) Your Quotation No. And Dated

Dear Sir,

You are hereby informed that your above referred tender read with subsequent letters mentioned above for the Stores specified in the Schedules annexed has been accepted. This rate contract will be governed by the terms and conditions brought in the Form no. DGS&D 1001 available from dgs&d sales counter on payment of Rs. 50/- .The Rate Contract and the schedules annexed here to shall be the sole repository of this Rate Contract/Transaction.

SCHEDULES ANNEXED

- 1.Schedule "A" Description of stores,prices,duties/taxes.
- 2.Schedule "B" special conditions of contract / Other information.
- 3.Schedule "C" Information to DDOs about parallel rate contracts.
- 4.Annexure - Technical Specification

Yours Faithfully,

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Assistant Director(S)/Section Officer/Dy.Director
For and on behalf of the purchaser named in the Form DGS&D 1001.

SCHEDULE - A

1. Rate Contract No.: -Laptop/IT-1/RC-71020000/0811/82/F0562/3405

Dated 01-OCT-10 For the Supply of Laptop, Notebook, Tablet, Mobile PC and Accessories

2. Advance Rate Contract No.: - Nil

Dated

3.(a) Name and Full Address of the Firm :-

XSYS TECHNOLOGIES

6E, Rani Jhansi Road, Jhandewalan Extension, New Delhi-55

Mr. Sanjay Tiwari: 9810840463/9311140463

Mr. Amritashwa: 9910267766/9311267766

E-mail: sanjay@xsystech.net

DELHI - 110055

Tel. No. - 011-43525487

Fax - 011-43525487

Email - sanjay@xsystech.net

(b) Name and Full Address of Manufacturer :-

Microsoft Regional Sales Corporation

Singapore

(c) Brand: Microsoft

4. Validity of Rate Contract: 01-OCT-10 To 30-SEP-11

5. Description of Item, Specification, Unit, Rate

Item Model No. No.	Store Description	Unit	Rate (in Rs.)
31	Add-on Standard Software Description: Norton Antivirus Valid Period 1 for Laptop year.	NOS.	1070 Rs. ONE THOUSAND SEVENTY ONLY
32	Add-on Standard Software Description: McAfee Antivirus Valid Period 1 for Laptop year.	NOS.	697 Rs. SIX HUNDRED NINETY-SEVEN ONLY
33	Add-on Standard Software Description: e-trust Antivirus valid period 1 for Laptop year.	NOS.	747 Rs. SEVEN HUNDRED FORTY-SEVEN

40	MS Office 2010	Add-on Standard Software for Laptop	Description: MS Office2007(Professional Hindi MOLP with Media(Non-Acadamic Ver)	NOS.	15927 Rs. FIFTEEN THOUSAN D NINE HUNDRED TWENTY- SEVEN ONLY
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6-Terms of Delivery:	Free delivery at site including freight and forwarding. Insurance as per DGS&D transit insurance clause.
7-Excise Duty:	Not Applicable
8-Sales Tax:	CST/VAT Extra @5%
9-Delivery Period:	6 to 8 weeks from the date of issue of confirmed purchase order along with Financial Certificate, Road/Rail Permit or Octroi Exemption if applicable.
10(a)-Annual Turnover:	Without Limit
(b)-Monetary Limit:	Without Any Limit
11-Payment Terms:	As per Schedule B
12-Slab Discount Clause:	NIL
13-Prices:	FIXED
14-Quantity Offered:	Not Applicable
15-Minimum Quantity in Single Supply Order:	Without Limit
16-Minimum order Value in Single Supply Order:	Without Limit
17-Status of the RC Holding Firm:	LSI
18-Paying Authority:	The Chief Controller of Accounts, Deptt. of Supply 16A, AKBAR ROAD New Delhi -110011
19-Inspection Authority:	For Civil ADG(QA),Jeevan Tara Building,Parliament Street New Delhi
20-Quality Assurance Officer:	For Civil Director(QA), Delhi Directorate, Jeevan Tara Building, 4th Floor, Sansad Marg New Delhi DELHI -110001
21-Place where the Stores are to be Tendered for Inspection:	6-E, Rani Jhansi Road, Jhandewalan Extension, New Delhi-55
22-R/C is DDOs Operated:	Yes

With effect from First October two thousand eight (01-10-2008),all supply order(s) against this Rate Contract must be placed by Direct Demanding Officer(s) on-line through D.G.S&D web site (www.dgsnd.gov.in) (indentor's page) only. Supply order(s) in any other form placed on or after 01-10-2008 shall not be valid and shall not be acted upon by the

contractor or any other concerned agencies.

DDO shall download the supply order and send an ink signed copy to the concerned paying authority specified in the rate contract through Registered / speed post immediately after on-line placement of Supply Order(s).

23-Packing & Specification :

see annexure

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Asstt. Director (S) / Section Officer / Dy. Director

For and behalf of the purchaser named in the Form DGS&D 1001.

All the R/C particulars including prices in respect of individual R/Cs are available on DGS&D website which can be accessed by all. The DGS&D website is <http://dgsnd.gov.in>

SCHEDULE - B

RC Specification: I. Country of Origin : Singapore

II. Special Conditions of Contract:

1. The stores will be delivered free at consignee's end including freight and forwarding.
2. Insurance: As per DGS&D standard transit insurance clause, it will be responsibility of supplier for safe arrival of stores in full and good conditions at user's point and purchaser will not pay separately for transit insurance clause.
3. Warranty Terms are 3 Years for all items of the RC except item no. Atom Laptop (item no. 22,23 & 24) and Anti Virus (item Nos. 31,32 & 33) for which warranty will be one year from date of delivery and acceptance of stores. The Notebook should be picked up from consignee latest by Next Working Day and dropped back to consignee within 7 working days. Any component required to be replaced within the warranty period will be totally new component and not reconditioned or repaired component.
4. Payment terms : 95% payment would be payable against proof of inspection and consignee receipt certificate issued by consignee for having received the stores in full and in good conditions. The balance 5% after successful demonstration and acceptance of stores by consignee and on submission of Bank Guarantee for balance 5% value of order valid till warranty period indemnifying the purchaser against all losses incurred by the purchase during the guarantee/warranty.
5. Octroi Duty and Local Taxes:

Normally materials to be supplied to Govt. Department against Govt. contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such exemption only on production of such exemption certificate from any authorized officer. Contractors should ensure that stores ordered against contracts placed by this office are exempted from levy of town duty/Octroi duty, Terminal tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the purchase officer or indenter concerned, to avoid payment of such local taxes or duties. Octroi, entry tax etc. on buyers account in absence of relevant exemption certificate.

6. Supply of Road Permits/ Way bill by the indenter/consignees:

In all such cases where the requirement of Road Permit/Way Bills for entry of goods into a particular State is mandatory, the following provisions shall be strictly followed: -

- (a) The supplier shall request the indenter/consignee for providing Road permit/ Waybill within 10 days of the receipt of the Supply order. The supplier shall furnish all the necessary information and documents in this regard to Indenter/consignee.
- (b) On receipt of the above request from the supplier, the indenter/consignee concerned shall arrange to provide the Road permit/Way Bill in the prescribed form to the supplier within a maximum period of two weeks so that the same reaches the supplier before the dispatch of the stores. However, in cases where the Road permit/Way Bill is issued on proof of actual invoice of the material, the consignee shall arrange to provide the Road permit/Way Bill from appropriate authorities within a maximum period of 5 days from the receipt of invoice.
- (c) The supplier shall not be held responsible for any delay in supply due to non- supply/delayed supply of Road permit/Way bill by the indenter/consignee.
- (d) All cases of abnormal delay in providing requisite details/ documents by the supplier or issue of Road permit/Way bill by indenter/consignee, the same shall be reported by them to DGS&D.

The details of the Road permits presently applicable in different States are as under:-

Sr. No. States Road Permit Registered / Non Registered

- 1 Andhra Pradesh :Not Applicable / Declaration.
- 2 Arunachal Pradesh: DG-01 / Declaration.
- 3 Assam: Form 61 / Form 62.
- 4 Bihar: Form D - IX / Form D- IX
- 5 Chhattisgarh : Not Applicable / Declaration.
- 6 Goa : Not Applicable / Declaration.
7. Gujarat : Form 403 / Declaration.
- 8 Haryana: Form 38 / Declaration.
- 9 Himachal Pradesh: Not Applicable / Declaration.
- 10 Jammu & Kashmir :Form-65 / Declaration.
- 11 Jharkhand : Form 504 G / Form 504G.
- 12 Karnataka :Not Applicable / Declaration.
- 13 Kerala: Not Applicable / Self attested Form 16.
- 14 Madhya Pradesh: Form 49 / Form 50.
- 15 Maharashtra: Not Applicable / Declaration.
- 16 Manipur : Form 27 / Form 27.
- 17 Meghalaya: Form 40 / NOC Required from Local Sales Tax authorities.
- 18 Mizoram: Form 33 / NOC Required from Local Sales Tax authorities.
- 19 Nagaland :Form VAT 23 / Form 16 or NOC Required from Local Sales Tax authorities.
- 20 Orissa: Form 402 / Declaration or 402A (If shipment value more than 5 Lac's).
- 21 Punjab: Not Applicable / Declaration.
- 22 Rajasthan :Form VAT 47 / Declaration.
- 23 Sikkim: Form 26 / 25 or NOC Required from Local Sales Tax authorities.
- 24 Tamil Nadu :Not Applicable / Declaration.
- 25 Tripura: Form 25 / Declaration + Form 26.
- 26 Uttar Pradesh : Form 39 / Form 38.
- 27 Uttaranchal : Form 16/17 / Form 16/17.
- 28 West Bengal : Form 50 / Form 50.

7. Signing of Inspection Notes issued by QA Wing of DGS&D : Instructions to Indentors/Consignees. Advance Payment Copy of Inspection Note for claiming 95% payment (copy No.1):

This is a provisional receipt. It only be tokens the receipt of stores by the consignee and is without prejudice to his rights of inspection and rejection under the general condition to contact. It is issued on said to contain basis the Contractor remaining responsible for proving the total quantities actually delivered. Consignee mentioned in the Inspection Notes should sign (in INK) & put his official rubber stamp on the Advance Payment Copy of Inspection Notes IMMEDIATELY on the receipt of the material and handover the same to the company's authorized representative. Where this is not possible or inconvenient, it should be signed (in INK) by an official authorized by the consignee in that behalf. In such cases, the official signing the receipt certificate should indicate his designation and the official on whose behalf he is signing; and put his official rubber stamp. Balance payment & Accounts Copy of Inspection Note (Copy no 2& 5) for claiming 5% balance payment.

(i) Within 90 days from the date of material received, Consignee mentioned in the Inspection Notes should sign (in INK) & put his official rubber stamp on the Balance & Accounts office copy of Inspection Notes and should fill up the columns of Receipt Voucher No.

(ii) In cases where the supply is incomplete or defective or the supplier do not carry out commissioning/demonstration of the stores within the period as per (i) above, the consignee shall report such cases immediately to the supplier and DGS&D.

(iii) In cases where the consignees do not release copy 2 and 5 of I/Notes within the period as (i) above for the reasons which are considered not valid by the supplier, they may approach DGS&D with complete details for authorization of balance payment without copy 2 and 5 of I/Notes and the same shall be considered by DGS&D on merits of each case..

8. Mid term review of prices and specifications : There will be a mid term review prices and specifications.

All other terms and conditions as per standard conditions mentioned in form DGS&D-1001.

Schedule-D

Special Instructions to R/C holders :-

Rate Contract holders are advised that before entertaining the supply order, they should ensure the availability of following certificates from DDO's.

- a) That they are Central Government Department drawing funds from consolidated funds of India.
- b) The expenditure involved for the purchase has received the sanction of the competent financial authority.
- c) The funds are available under the proper head in the sanctioned budget allotment for the year.
- d) They have been fully authorized by the department to sign the supply order and incur the liability in respect of stores being ordered.

(B.S.KHATI)

Assistant Director of Supplies

For and on behalf of the purchasers Named in the schedule/Form DGS&D-1001

SCHEDULE - C

List of Parallel Rate Contract For Laptop, Notebook, Tablet, Mobile PC and Accessories

Sr.No.	NAME & FULL ADDRESS OF FIRM	R/C NO & DATE
1	<p>AGMATEL INDIA PVT. LTD. E-366, IInd Floor, Nirman Vihar, Delhi-92 Mr. Krishan Rana: 09313631206 (Dell Lapatops) E-mail:krana@agmatel.com / sales@agmatel.com/www.agmatel.com DID :011-43064316 / 011-43064306 Fax: 011-22456529</p> <p>DELHI 110092</p>	<p>Laptop/IT-1/RC- 71020000/0811/82/F0485/3403 01-OCT-10</p>
2	<p>HCL INFOSYSTEMS LTD G- 8,9,10, SECTOR-3, NOIDA-201301</p> <p>Mr. Sandip Kr. Shrivastava- 9811199308, Email- kumar.sandip@hcl.in, Mr. Manichandra Singh: 9810941182, 0120-2522363, mail: manichandra@hcl.in</p> <p>DELHI 110019</p>	<p>Laptop/IT-1/RC- 71020000/0811/82/05235/3396 10-SEP-10</p>
3	<p>LENOVO (INDIA) PRIVATE LIMITED Vatika Business Park, Ist Floor, Sector-49, Sohna Road, Gurgaon- 122001</p> <p>Mr. Rohit Bist : 09899079760 E-mail: rohibist@lenovo.com</p> <p>HARYANA 122001</p>	<p>Laptop/IT-1/RC- 71020000/0811/82/04878/3400 21-SEP-10</p>
4	<p>R P INFOSYSTEMS PVT.LTD. 20/1C,Lalbazar Street,2nd floor,Kolkata- 700001</p> <p>Mr. Shibaji Panja : 09836033333 / 09836064190 Ph: 033-22310251/52 E-mail: info@rpchirag.com / md@rpgroupindia.com, Fax : 033-22437206 KOLKATA WEST BENGAL 700001</p>	<p>Laptop/IT-1/RC- 71020000/0811/82/04139/3402 21-SEP-10</p>
5	<p>ACER INDIA (PVT) LIMITED B-28, Ground Floor, Okhla Industrial Area, Phase-1, New Delhi- 110020</p> <p>Tele No. 40568000 Fax : 40568030</p>	<p>Laptop/IT-1/RC- 71020000/0811/82/01257/3397 10-SEP-10</p>

- 5 DELHI 110020 Laptop/IT-1/RC-
71020000/0811/82/01257/3397
10-SEP-10
- 6 HEWLETT PACKARD INDIA SALES PRIVATE LIMITED Laptop/IT-1/RC-
71020000/0811/82/03851/3401
21-SEP-10
Tower D, 6th Floor, Global Business Park,
Mehrauli-Gurgaon Road, Haryana- 122002
Mr. Anshul Prashar: 09899860691/ Mr.Amit Anand:
09871646655
Fax: 0124-6719198
HARYANA 122002
- 7 REDINGTON INDIA LIMITED Laptop/IT-1/RC-
71020000/0811/82/F0490/3407
01-OCT-10
E-47/12 Okhla Industrial Area, Phase 2, New Delhi-
110020
Mr.Dev Meena: 9312959680
Mr. Dibesh Kumar: 9312947780
E-mail: dgsnd@redington.co.in
Fax: 011-26383141
DELHI 110020
- 8 SONY INDIA PRIVATE LIMITED Laptop/IT-1/RC-
71020000/0811/82/F0662/3408
01-OCT-10
A-31, Mohan Co-operative Industrial Estate,
Mathura Road, New Delhi- 110044
New Delhi
DELHI 110044
- 9 WIPRO LIMITED Laptop/IT-1/RC-
71020000/0811/82/02919/3404
01-OCT-10
(Infotech Division) Plot No. 480-481, Udyog Vihar
Phase-III, Gurgaon- 122016
Mr. Ravish Gulati: 09871110655, Mr. Ashish Singh:
09818403877
HARYANA 122016
- 10 XSYS TECHNOLOGIES Laptop/IT-1/RC-
71020000/0811/82/F0562/3405
01-OCT-10
6E, Rani Jhansi Road,Jhandewalan Extension, New
Delhi-55
Mr.Sanjay Tiwari: 9810840463/9311140463
Mr. Amritashwa: 9910267766/9311267766
E-mail: sanjay@xsystech.net
DELHI 110055
- 11 HINDI SOFTWARE SOLUTIONS Laptop/IT-1/RC-
71020000/0811/82/F0279/3406
E-131,3rd floor,Ganapathi Bhawan,Mohammadpur,

11	New Delhi-110066	Laptop/IT-1/RC-
	New Delhi	71020000/0811/82/F0279/3406
	DELHI	110066
		01-OCT-10

NOTE:

(1) Before placing supply order, DDOs are advised to check with DGS&D or on the website whether any further RCs have been awarded or amendments to Rate Contract have been issued.

(2) All the R/C particulars including prices in respect of individual R/C's are available on DGS&D website, which can be accessed by all. The access code of DGS&D website is <http://dgsnd.gov.in>.

ANNEXURE

Supplier shall submit the necessary Certification/Documents for all the items of schedule -1 at the time of Registration and Inspection for the following.

- a. ROHS Compliance
- b. Energy Star 5.0 Compliance

Add-on Standard Software for Laptop

LIST OF ALL AMENDMENTS

For RC No. Laptop/IT-1/RC-71020000/0811/82/F0562/3405

NOTE: No Amendments issued till date 11-OCT-10