

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

Digitally signed by:
Gurinder Pal Singh
Email Id:
gpsingh_bhatia@yahoo.co.in

Rate Contract no. Laptop/IT-1/RC-71020000/0810/81/F0365/2888
Dated 15-SEP-09

To,

XSYS TECHNOLOGIES

Xsys Technologies,6E,Rani Jhansi Road,Jhandewalan Extension, New Delhi-110055

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 15-SEP-09 To 31-AUG-10 .

Ref:(1) This Office Tender Enquiry No. Laptop/IT-1/RC-71020000/0810/81
Opened on 15-JUL-09.

(2) Your Quotation No. Xsys/DGS&D/LaptopRC/09-10 And Dated
23-JUL-09.

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-71020000/0810/81/F0365/2888

Dated 15-SEP-09 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

Xsys Technologies, 6E, Rani Jhansi Road, Jhandewalan
Extension, New Delhi-110055

Mr. Sanjay Tiwari: 9810840463/9311140463

Mr. Amritashwa: 9910267766/9311267766

E-mail: sanjay@xsystech.net

DELHI - 110055

Tel. No. - 23526019, 23629862

Fax - 23615758

Email - sanjay@xsystech.net

(b) Name and Full Address of Manufacturer :-

Microsoft Singapore Pte Ltd.

Singapore

(c) Brand: Microsoft

4. Validity of Rate Contract: 15-SEP-09 To 31-AUG-10

5. Description of Item, Specification, Unit, Rate

Item Model No.	Store Description	Unit	Rate (in Rs.)
10	Add-on Standard Software Description: Norton Antivirus Valid Period 1 for Laptop year.	NOS.	1270 Rs. ONE THOUSAND TWO HUNDRED SEVENTY ONLY
17	Add-on Standard Software Description: MS Office2007(Professional) Hindi for Laptop MOLP with Media(Acadamic Version)	NOS.	5600 Rs. FIVE THOUSAND SIX HUNDRED ONLY
19	Add-on Standard Software Description: MS Office2007(Standard)English for Laptop MOLP with media(Non-Acadamic Version)	NOS.	15125 Rs. FIFTEEN

		THOUSAN D ONE HUNDRED TWENTY- FIVE ONLY
20	Add-on Standard Software Description: MS Office2007(Professional)English NOS. for Laptop MOLP with media(Non-Acadamic Ver)	18950 Rs. EIGHTEEN THOUSAN D NINE HUNDRED FIFTY ONLY
21	Add-on Standard Software Description: MS Office2007(Professional) Hindi NOS. for Laptop MOLP with Media(Non-Acadamic Ver)	18950 Rs. EIGHTEEN THOUSAN D NINE HUNDRED FIFTY ONLY

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:	Inclusive of CST/VAT @4%
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-Annual Turnover/Monetary Limit:	Without Limit
11-Payment Terms:	As per Schedule B
12-Slab Discount Clause:	Nil
13-Prices:	FIXED
14-Quantity Offered:	Monetary Limit:Without Limit
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:	SSI
18-Paying Authority:	The Chief Controller of Accounts, Deptt. of Supply 16A, AKBAR ROAD New Delhi -110011
19-Inspection Authority:	For Civil and Defence ADG(QA),Jeevan Tara Building,Parliament Street New Delhi
20-Quality Assurance Officer:	For Civil and Defence 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:

At firm's premises

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 12 months from date of delivery and acceptance of stores.

4. Payment terms :

98% payment would be payable against proof of inspection and consignee receipt certificate issued by consignee. The balance 2% after installation and final acceptance of stores by consignee.

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

1 Andhra Pradesh: - Not Applicable

2 Arunachal Pradesh: Form -03

- 3 Assam: Form - 61/62
- 4 Bihar:Form 28-B
- 5 Chhattisgarh: Form 59A
- 6 Goa: -Not Applicable
- 7 Gujarat: Form 403
- 8 Haryana:Form 38 if value is Rs. 25,000 or more.
- 9 Himachal Pradesh: - Form -26
- 10 Jammu & Kashmir: - Form-65+
- 11 Jharkhand: Form- JVAT 504 G
- 12 Karnataka: - Not Applicable
- 13 Kerala: - Not Applicable
- 14 Madhya Pradesh: Form 88/89
- 15 Maharashtra: -Not Applicable
- 16 Manipur: Form 35 / 37
- 17 Meghalaya: Form 14
- 18 Mizoram: Form 33
- 19 Nagaland : Form 16A
- 20 Orissa: Form 28 / 32
- 21 Punjab: -Not Applicable
- 22 Rajasthan: Form 18A
- 23 Sikkam: Form 25A
- 24 Tamil Nadu: -Not Applicable
- 25 Tripura: Form 18A / 18 B
- 26 Uttar Pradesh: Form 31/32
- 27 Uttaranchal: Form 16/17
- 28 West Bengal: 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 98% 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 2% 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.

(G.P.SINGH)

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	WIPRO LTD. INFOTECH GROUP Infotech Division, Plot No.480-481,Udyog Vihar Phase III, Gurgaon.- 122016 Mr. Ravi Sharma: 9810590818 E-mail: ravi.rsharma@wipro.com HARYANA 122016	Laptop/IT-1/RC- 71020000/0810/81/04177/2891 15-SEP-09
2	LENOVO INDIA PVT.LTD. Vatika Business Park, Ist Floor, Sector-49, Sohna Road, Gurgaon- 122001 Mr. Sanjay: 9810205329(NZ) Mr.Sandesh : 9820700169(WZ) Mr.Piyush : 9831222228(EZ) Mr.Nand Kumar:9880021063(SZ) HARYANA 122003	Laptop/IT-1/RC- 71020000/0810/81/02149/2890 15-SEP-09
3	SONY INDIA PVT LTD a-31, mohan co-op new delhi DELHI 110044	Laptop/IT-1/RC- 71020000/0810/81/02613/2889 15-SEP-09
4	REDINGTON INDIA 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	Laptop/IT-1/RC- 71020000/0810/81/F0490/2887 15-SEP-09
5	ASCENT INFORMATION SYSTEMS PVT. LTD. C-27, Jhandewallan Flatted Factory Complex, Rani Jhansi Road, Delhi- 110055 Mr. Kuldeep Singh: 9811187772 Mr. Dhires h Saxena: 9811187771 Mr. Suraj Singh: 9810022623 E-mail: ascent_info_sys@yahoo.co.in DELHI 110055	Laptop/IT-1/RC- 71020000/0810/81/OA149/2886 15-SEP-09
6	AGMATEL INDIA PVT LTD	Laptop/IT-1/RC-

- | | | |
|---|---|--|
| 6 | <p>E-366, IIInd Floor, Nirman Vihar,Delhi-92
 Mr. Krishan Rana: 09313631206 (for HP Laptops)
 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-
 71020000/0810/81/F0177/2885
 15-SEP-09</p> |
| 7 | <p>XSYS TECHNOLOGIES
 Xsys Technologies,6E,Rani Jhansi
 Road,Jhandewalan Extension, New Delhi-110055
 Mr.Sanjay Tiwari: 9810840463/9311140463
 Mr. Amritashwa: 9910267766/9311267766
 E-mail: sanjay@xsystech.net</p> <p>DELHI 110055</p> | <p>Laptop/IT-1/RC-
 71020000/0810/81/F0365/2888
 15-SEP-09</p> |
| 8 | <p>ACER INDIA (PVT) LIMITED
 B-28, Ground Floor, Okhla Industrial Area Phase -
 I,New Delhi-110020
 Tele No. 40568000
 Fax : 40568030</p> <p>DELHI 110020</p> | <p>Laptop/IT-1/RC-
 71020000/0810/81/01257/2869
 01-SEP-09</p> |
| 9 | <p>R.P.INFOSYSTEMS PVT LTD
 2nd & 3rd Floor, 20/1C LALBAZAR STREET,
 KOLKATA-700001
 Mr. Shibaji Panja : 09836033333 / 09836064190
 Ph: 033-22310251/52
 E-mail: info@rpchirag.com / md@rpgroupindia.com
 Fax : 033-22437206</p> <p>WEST BENGAL 700001</p> | <p>Laptop/IT-1/RC-
 71020000/0810/81/04139/2868
 01-SEP-09</p> |

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

Add-on Standard Software for Laptop

Specification :

Norton Antivirus Valid Period 1 year.

McAfee Antivirus Valid Peroid 1 year.

e-trust Antivirus valid period 1 year.

MS Office 2007SBE Edition Packaged(Academic Version)

MS Office 2007 (Professional) English OEM Packaged

MS Office 2007SBE Edition English OEM Pack

MS Office2007(Professional)English MOLP with media(Acadamic Version)

MS Office2007(Professional) Hindi MOLP with Media(Acadamic Version)

MS Office2007(Standard)English MOLP with media(Acadamic Version)

MS Office2007(Standard)English MOLP with media(Non-Acadamic Version)

MS Office2007(Professional)English MOLP with media(Non-Acadamic Ver)

MS Office2007(Professional) Hindi MOLP with Media(Non-Acadamic Ver)

Quick Heal Antivirus (CSE)Valid for 1 Year.

Indica Unicode Bi-lingual Lanuage Software with intelli Keys Technology suitable for (MS office 2003-2007).

LIST OF ALL AMENDMENTS

For RC No. Laptop/IT-1/RC-71020000/0810/81/F0365/2888

NOTE: No Amendments issued till date 26-SEP-09