

**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:  
Kamal Raj  
Email Id:  
rajkamal.dgsnd@nic.in

Rate Contract no. DTPERIPHRL/IT-1/RC-72010000/1212/83/O0260/3834  
Dated 27-FEB-12

To,

XEROX INDIA LTD.  
5th & 6th Floor, Block One, Vatika Business Park, Sector - 49, Sohna Road,  
Gurgaon - 122018  
Gurgaon

Sub: Rate Contract for supply of Desktop PC Peripherals  
Validity: From 27-FEB-12 To 28-FEB-13 .

Ref:(1) This Office Tender Enquiry No. DTPERIPHRL/IT-1/RC-72010000/1212/83  
Opened on 23-DEC-11.  
(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,

( )

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

**COPY TO:**

- 1.The Chief Controller of Accounts,Department of commerce,New Delhi/  
COA Mumbai/COA Kolkata,COA Chennai.  
(Through authentication cell) This issues with the approval of competent authority.
- 2.Deputy Director General of Supplies & Disposals,Chennai -10 copies each
- 3.Deputy Director General of Supplies & Disposals,Kolkata -10 copies each
- 4.Deputy Director General of Supplies & Disposals,Mumbai -10 copies each
- 5.Deputy Director General (QA),Kolkata -10 copies each
- 6.Deputy Director General (QA),Chennai -10 copies each
- 7.Deputy Director General (QA),Mumbai -10 copies each
- 8.Deputy Director General (QA),DGS&D -10 copies each
- 9.Inspection Authority ADG(QA) DGS&D New Delhi - 110001.
- 10.Quality assurance Officer Director (QA) Delhi Directorate/ Mumbai,Chennai/Kolkata.
- 11.Concurrent Audit
- 12.MIS Cell
- 13.Ledger clerk
- 14.O.L.Section
- 15.All Direct Demanding Officers as per mailing list maintained by DGS&D.
- 16.Concerned CQA(for defence item only)-As per Clause 19 of RC
- 17.Concerned SQAQO(for defence item only)-As per Clause 20 of RC

( )  
Assistant Director (S) / Section Officer / Deputy Director/Director/DDG(S)  
FOR DIRECTOR GENERAL OF SUPPLIES & DISPOSALS

## SCHEDULE - A

1. Rate Contract No.: -DTPERIPHRL/IT-1/RC-72010000/1212/83/O0260/3834  
Dated 27-FEB-12 For the Supply of Desktop PC Peripherals

2. Advance Rate Contract No.: - Nil  
Dated

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

XEROX INDIA LTD.  
5th & 6th Floor, Block One, Vatika Business Park, Sector -  
49, Sohna Road, Gurgaon - 122018  
Gurgaon  
HARYANA - 120015  
Tel. No. -  
Fax -  
Email -

(b) Name and Full Address of Manufacturer :-  
As Per Schedule - B.

(c) Brand: XEROX

4. Validity of Rate Contract: 27-FEB-12 To 28-FEB-13

5. Description of Item, Specification, Unit, Rate

Item Model No. No.	Store Description	Unit	Rate (in Rs)
1 PHASER 3010	Laser Printer	Resolution (in dpi): Mono 600x600, Paper Size: A4, Print speed in PPM (A4 Size): 14, Port: 1 USB, Memory (in MB): NA, Network card 10/100: NA, Duplexing: NA	NOS. 5000 Rs. FIVE THOUSAN D ONLY
2 PHASER 3435DN	Laser Printer	Resolution (in dpi): Mono 600x600, Paper Size: A4, Print speed in PPM (A4 Size): 32, Port: 1 USB, Memory (in MB): NA, Network card 10/100: YES, Duplexing: YES	NOS. 19200 Rs. NINETEEN THOUSAN D TWO HUNDRED ONLY
8 PHASER 6500N	Laser Printer	Resolution (in dpi): Colour 600x600, Paper Size: A4, Print speed in PPM (A4 Size): 20 BW and C, Port: 1 USB, Memory (in MB): 16, Network card 10/100: YES, Duplexing: YES	NOS. 24000 Rs. TWENTY- FOUR THOUSAN D ONLY
9 PHASER 6010N	Laser Printer	Resolution (in dpi): Colour 600x600, Paper Size: A4, Print speed in PPM (A4 Size): 8 BW and C, Port: 1 USB, Memory (in MB): NA, Network card	NOS. 16500 Rs. SIXTEEN THOUSAN

6-Terms of Delivery:	As per Schedule - B.
7-Excise Duty:	Not applicable at present.
8-Sales Tax:	CST/VAT Extra @ 5%.
9-Delivery Period:	Upto first 1000 Nos. within 86 days from date of receipt of clear order. Thereafter @ 1000 Nos per month.
10(a)-Annual Turnover:	No Limit
(b)-Monetary Limit(In Rs.):	Without Any Limit
11-Payment Terms:	50% payment will be allowed on proof of inspection & acceptance thereof and dispatch of stores and balance 50% on certification of receipt of stores in good condition by the consignee. In other respects,the provisions of clause 19,Payment under the Contract in DGS&D 68(R) will apply
12-Slab Discount Clause:	NIL
13-Prices:	FIXED
14-Quantity Offered:	1
15-Minimum Quantity in Single Supply Order:	
16-Minimum order Value in Single Supply Order:	
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:	GREEN CHANNEL FIRM
22-R/C is DDOs Operated:	Yes
<p>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&amp;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.</p> <p>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).</p>	
23-Packing & Specification :	see annexure

( )  
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

### Other Information

1. Manufacturing Plant Address - (a) No. 46, Nangu Road, Ming Hang, Shandong Province, China

(b) 2274, Hongo, Ebina - SUI, Kangawa - 2430494, Japan

2. Green Channel Status

a) It has been decided that green channel status has been granted to M/s. Xerox India Ltd. for items of the subject rate contract and they are allowed to self certify quality of the products against the stores of the RC as per their format duly stamped. DGS&D Inspection is waived in their case. Consequently, the payments would be made by the Chief Controller of Accounts, New Delhi against the Rate Contract for 50% + 50% basis against Consignee Receipt Certificate nos. 1, 2, 3, 4, 5 & 6.

b) Against Clause 19 i.e. Inspection Authority & Quality Assurance Officer of Schedule A of the RC

FOR: The Existing Entries

READ: Firm would deliver the goods along with their Warranty / Guarantee Certificate under Self Certification.

3. Special Conditions of contract:

a). Terms of delivery: The stores will be delivered by the firms on free delivery at consignee's end including installation, commissioning & integration. Insurance as per DGS&D Standard Transit Insurance Clause.

b). 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.

c). Warranty Terms : All Printers will be covered by onsite warranty for a period of one year from the date of installation / commissioning.

4. Payment terms: 50% against proof of Consignee Receipt Certificate Copy No. 1, 2 & 3 ( as per format attached ) by consignee for having received the stores on said to contain basis. Balance 50% after installation, commissioning and Consignee Receipt Certificate Copy No. 4, 5 & 6 ( as per format attached ) by consignee. Firm would deliver the goods along with their Warranty / Guarantee Certificate (as per copy of format enclosed ) under Self Certification. Advance Payment Copy of C.R.C. Copy No. 1, 2 & 3 for claiming 50% payment: This is a provisional receipt. It only be tokens the receipt of stores by the consignee and is without prejudice to his rights of 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 CRC Copy No. 1, 2 & 3 should sign (in INK) & put his official rubber stamp on the Advance Payment Copy of CRC Copy no. 1, 2 & 3 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 C.R.C. No. 4, 5 & 6 for claiming 50% balance payment.

(i) Within 90 days from the date of material received, Consignee mentioned in the C.R.C. Copy No. 1, 2 & 3 should sign (in INK) & put his official rubber stamp on the Balance & Accounts office copy of C.R.C. Certificate No. 4, 5 & 6 and should fill up the columns of CRC.

(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 no 4, 5 & 6 of C.R.C. 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 4, 5 & 6 of C.R.C. and the same shall be considered by DGS&D on merits of each case.

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 indentor 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 indentor/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 indentor/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 Indentor/consignee.

(b) On receipt of the above request from the supplier, the indentor/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 indentor/consignee.

(d) All cases of abnormal delay in providing requisite details/ documents by the supplier or issue of Road permit/Way bill by indentor/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

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20 Orissa: Form 28 / 32

21 Punjab: -Not Applicable

22 Rajashthan: 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. In General Technical requirement, "Requirement of BEE Star Version 1 compliance and label is deleted.

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.

( Raj Kamal )

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 Desktop PC Peripherals

Sr.No.	NAME & FULL ADDRESS OF FIRM	R/C NO & DATE
1	HEWLETT PACKARD INDIA SALES PVT LTD. M/s Hewlett Packard India Sales Pvt. Ltd., Tower - D, 6th Floor, Global Business Park, Mehrauli Gurgaon Road, Gurgaon - 122002 (Haryana) Contact Person -Mr. Birendra (Mob. No. 09910084865) Gurgaon HARYANA 124001	DTPERIPHRL/IT-1/RC- 72010000/1212/83/O0259/3833 27-FEB-12
2	XEROX INDIA LTD. 5th & 6th Floor, Block One, Vatika Business Park, Sector - 49, Sohna Road, Gurgaon - 122018 Gurgaon HARYANA 120015	DTPERIPHRL/IT-1/RC- 72010000/1212/83/O0260/3834 27-FEB-12
3	GLOBAL INFONET DISTRIBUTION PVT. LTD. 41, GROUND FLOOR, GHALIB APARTMENT, PARWANA ROAD, PITAMPURA, New Delhi DELHI 110034	DTPERIPHRL/IT-1/RC- 72010000/1212/83/OA554/3835 27-FEB-12
4	LIPI DATA SYSTEMS LIMITED 1, Mittal Chambers, Nariman Point Mumbai MAHARASHTRA 400021	DTPERIPHRL/IT-1/RC- 72010000/1212/83/O0267/3836 27-FEB-12
5	CANON INDIA PVT. LIMITED A-23, Sector - 59, Noida Phase - II  Contact Person - Mr. Vinod Pandey Contact No. - 9891050508 E-mail - vinod.pandey@canon.co.in  Noida UTTAR PRADESH 201301	DTPERIPHRL/IT-1/RC- 72010000/1212/83/O0214/3847 24-MAR-12
6	WIPRO LTD. INFOTECH GROUP, Plot No. 480-481, Udyog Vihar, Phase - II, Gurgaon - 122016 Contact Person - Mr. Ravish Gulati Mob. No. - 09871110655 E-Mail - ravish.gulati@wipro.com Gurgaon HARYANA 122016	DTPERIPHRL/IT-1/RC- 72010000/1212/83/O0287/3862 09-APR-12

**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

### Environmental Tests :

Type testing shall consist of verification of all the features & functional requirements including environmental tests and shall be from any Govt. Laboratory. Type test reports shall be required at the time of Registration and Inspection. The environmental tests sequence will be as under:

1. Dry Heat : For 16 hrs. at a temp. of 45 degree C in accordance with IS:9000/part-3/section-5/1977 (reaffirmed in 2007).
2. Cold Test : For 4 hrs. at a temp. of 0 degree C in accordance with IS:9000/part-2/section-4/1977 (reaffirmed in 2007).
3. Damp Heat Test : For 2 Cycles of 24 h each at a temp. of 40 degree C & 95% RH in accordance with IS:9000/part-5/section-1/1981 (reaffirmed in 2007).

After each environmental test and a recovery period of two hours, the product shall be checked for complete functional and feature verification, which should not show any deterioration in the performance before the environmental tests sequence.

### Inspection and testing :

Manufacturers shall have the following facilities :

1. It should be possible to check serial, parallel & USB ports using special loop back connectors.
2. Facility to measure leakage current and resistance to earth for checking the safety aspect of the system and peripherals.
3. Thermal chamber to check suitability for each configuration for the ambient condition of 0-45 degree C. These tests could alternatively be conducted at a Govt. laboratory if the facilities for the same are not available with the supplier. It should be conducted on at least one piece out of every 100 pcs manufactured and supplied in each configuration during each inspection.
4. Drop test should be conducted on all the six surfaces of the packaging with the systems & peripherals packed inside by dropping the same from a height of 1m & it should be conducted on at least one piece out of every 100 pcs manufactured and supplied in each configuration during each inspection.
5. Performance of the hardware shall be checked after conducting such tests with the help of diagnostic software. The packaging should be able to withstand the test without any damage or malfunction.
6. Technical Specifications/Certifications required as per the specifications shall be checked/verified from source/website etc.
7. Supplier shall furnish the details regarding the maximum power consumption of the whole machine/system. Supplier shall also have the facilities to check the same during pre despatch inspection at their premises.
8. Supplier shall submit the necessary Certification/Documents at the time of Registration and Inspection for the following.

- a. ROHS Compliance
- b. BEE Star Version 1 compliance & label.
- c. ISO 14001

SPECIAL NOTE TO TENDERERS:

1. Only one Agent or Subsidiary or distributor who enter into direct agreement with foreign principle and not through any intermediary channel can be only considered as a valid Agent, who can be registered.
2. The foreign manufacturer has to declare with documentary evidence that they have adapted/tropicalised the equipment to suit Indian climatic conditions, as per clause 5.3.2 (c) of manual; and can prove the performance of the same at the premises in India (Testing facilities required at firm's premises are for functional and performance parameter only and not for Type Testing and environmental testing as these testings have to be get it done from Govt. Lab). The firms meeting these conditions, in addition to other conditions of registration in vogue, shall only be considered for registration as 'supplier of imported stores'. Mere submission of test report for environmental testing will NOT be treated as sufficient unless above declaration is also furnished by the importer, along with their application for registration and tender enquiry.
3. Supplier of Imported stores must submit a notarised affidavit from their foreign principal (OEM) that the product/model number being quoted against the tender is currently undergoing production and have NOT been discontinued by them. The OEM shall further undertake that they shall continue to provide support to the product/model no. being quoted, during their warranty period. Such an undertaking shall be submitted at the time of registration, bidding and during EACH inspection.
4. As per CVC O.M. no. 12-02-6-CTE/SPI (I)-2 dated 7.1.2003, one Indian agent cannot be registered for more than one foreign principal for the same item i.e. only one agent can be registered for one foreign manufacturer for a given item. Similarly, one Indian agent cannot quote on behalf of more than one foreign manufacturer for the same item.
5. CVC has directed, vide order no. 25/04/04 dated 21.4.2004 (F. no. 12-02-6-CTE/SPI (I)-2), that both the sole selling Agent and Manufacturer cannot quote in tender, for the same item. Only one of the registered parties can quote for a given item.
6. Multiple agents of same manufacturer (Indian or foreign) cannot be registered and participate in bid for the same item.
7. Firms registered with DGS&D or seeking registration/capacity assessment in the category of:
  - (a) Indian agent of Indian Manufacturer - the registration and inspection shall be carried out at Indian MANUFACTURER's works.
  - (b) Supplier of Imported Stores (i.e. Indian Agent of Foreign Manufacturer) - the registration and inspection shall be carried out at Indian AGENT's (Supplier of Imported Stores) premises/works.
8. Firms must submit their application to concerned QA Office for fresh or renewal of registration/capacity assessment/special capacity assessment PRIOR to 21 days before the scheduled date of tender opening, failing which application shall NOT be entertained.
9. Registration for all scheduled items including add on items and in lieu items are required on the date of tender opening. It means all the items /models quoted against all schedules by tenderer have to be registered on the date of tender opening.

Specification :-

**LIST OF ALL AMENDMENTS**

**For RC No. DTPERIPHRL/IT-1/RC-72010000/1212/83/O0260/3834**

*NOTE: No Amendments issued till date 13-APR-12*