

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:
Lakshman Rao Athukuri
Email Id:
lakshman.dgsnd@nic.in

Rate Contract no. I.B.Panels/IT-3/RC-D10L0000/0214/83/F0773/2019
Dated 09-OCT-13

To,

AVECO TECHNOLOGIES PVT. LTD.,
4th Floor, F Block, Surya Towers, 104, S.P. Road,
Secunderabad

Sub: Rate Contract for supply of Interactive Boards and Panels
Validity: From 09-OCT-13 To 04-FEB-14 .

Ref:(1) This Office Tender Enquiry No. I.B.Panels/IT-3/RC-D10L0000/0214/83
Opened on 22-FEB-13.
(2) Your Quotation No. Nilv And Dated
22-FEB-13.

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
5. Schedule "D" - [Format of Letter of Authority](#)

"Suspense Account facilities for indentors of Central Civil Ministries/Departments and UT Administration,except for M/o Defence,M/o Railways and D/o Posts,have been withdrawn with effect from 03.07.2012. As per revised procedures/guidelines, the indentors are required to place funds at the disposal of O/o Chief Controller of Accounts(Supply),D/o Commerce,16-A,Akbar Road Hutments,New delhi-110011 in the form of letter of Authority. The format of Letter of Authority is attached. The indentors are advised to allocate funds to cover the cost of stores ordered, which includes value of supply orders inclusive of all duties & taxes asper relevent Rate Contract plus 5% of the value of supply order towards other incidental charges in case of Rate Contract with firm & final prices or 10% of the value of supply order towards other incidental charges in case of rate contract with price variation clause. In addition,indentors are also required to include 2.0% of the cost of the stores(i.e value of supply order + incidental charges) as DGS&D department charges. Supply Order not accompanied with letter of authority in the prescribed format along with requisite funds shall not be considered as valid supply orders. Ink-signed copy of Letter of Authority is to be sent to the Office of chief Controller of Accounts(Supply),D/o Commerce,16-A, Akbar Road Hutments, New Delhi-110011 by Speed Post under intimation to RC holder.Purchase Directorate concerned in DGS&D Headquarters and Inspecting Officer concerned.

The above instructions shall apply to all supply orders placed on or after 03.07.2012."

Yours Faithfully,

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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

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

SCHEDULE - A

1.Rate Contract No.:I.B.Panels/IT-3/RC-D10L0000/0214/83/F0773/2019
Dated 09-OCT-13 For the Supply of Interactive Boards and Panels

2.Advance Rate Contract No.: Nil
Dated

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

AVECO TECHNOLOGIES PVT. LTD.,
4th Floor, F Block, Surya Towers, 104, S.P. Road,
Secunderabad
ANDHRA PRADESH - 500 003
Tel. No. - 040-27811032
Fax -
Email -

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

(c) Brand: Aveco eGuru

4.Validity of Rate Contract: 09-OCT-13 To 04-FEB-14

5.Description of Item, Specification,Unit, Rate

Item No.	Model No.	Store Description	Specification				Unit	Rate (in Rs)
			ED	ED%	CST/VAT	CST/VAT%		
6	EM85	Interactive Board			Min. Diagonal Size (mm): 2000,Aspect Ratio: 16:9, Linux Compatibility: Yes,Auto Calibration: No	NOS.	35370 Rs. THIRTY-FIVE THOUSAND THREE HUNDRED SEVENTY ONLY	
			N.A			Excl.	5	
		Min.Order Qty(in unit):- 1			Lead Time(in days):-84		Rate of Supply(monthly):-100	
7	EM101	Interactive Board			Min. Diagonal Size (mm): 2400,Aspect Ratio: 16:9, Linux Compatibility: Yes,Auto Calibration: No	NOS.	41370 Rs. FORTY-ONE THOUSAND THREE HUNDRED SEVENTY ONLY	
			N.A			Excl.	5	

Min.Order Qty(in unit):- 1

Lead Time(in days):-84

Rate of Supply(monthly):-50

As per Schedule B

6-Terms of Delivery:

7-Excise Duty:

Not Applicable at present and will not be charged even if it is applicable later on.

8-Sales Tax:

CST / VAT Extra @ 5%.

9-Delivery Period:

84 days.

10(a)-Annual Turnover:

2011-12 225.76 Lacs.

2010-11 186.77 Lacs.

2009-10 164.49 Lacs.

(b)-Monetary Limit(In Rs.):

Without Any Limit

11-Payment Terms:

50% payment will be allowed on proof of inspection & acceptance thereof and provisional receipt of stores at consignee end 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:

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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 Deputy Controller of Accounts, Deptt. of Supply
Shastri Bhawan, 26, Haddows Road
Chennai - 600006

19-Inspection Authority:

For Civil
ADG(QA),Jeevan Tara Building,Parliament Street
New Delhi

20-Quality Assurance Officer/Inspecting officer:

For Civil
Office of the Director of Quality Assurance,
Kendriya Sadan,Sultan Bazar,
Hyderabad
ANDHRA PRADESH -500195

21-Place where the Stores are to be Tendered for Inspection:

Aveco Technology Pvt. Ltd.,
F Block, 4th Floor,
Surya Towers, S.P. Road,
Secunderabad - 500 003
Andhra Pradesh

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

24- Departmental Charges : Departmental charges at the rates prescribed by government from time to time shall be levied,for the services rendered by the Directorate General of Supplies and Disposal,in regard to Purchase & Inspection. The rates currently applicable for departmental charges in regard to purchase and inspection of stores against DGS&D R/C.

24(a) For Purchase : - Departmental Charges will be levied @1.0% of the value of the contract or supply order placed against the DGS&D rate contract.

24(b) For Inspection :- Departmental Charges will be levied @1.0% of the value of the contract or supply order placed against the DGS&D rate contract.

24(c). The value of the Contract or Supply Order shall be all inclusive basis including all taxes & duties. Service tax at prevailing rate as applicable shall be chargeable as extra on the Departmental Charges.

24(d) Such direct/referral Supply Orders being placed by various Government users on Rate Contract holding firms or their dealers/sub agents,obtaining supplies and making direct payments to the firms for the cost of stores prescribed in the Rate Contracts are liable to pay a nominal fee as Departmental Charges @0.25% of the value of Supply Order (all inclusive including taxes & duties) + Service Tax extra as applicable. After receipt of Supply Order,the firm will deposit the said Departmental charges + service tax thereon at the rates provided in the R/C to the concerned Controller of Accounts (CCA) viz. Delhi/Mumbai/Kolkata/Chennai, as the case may be ,as indicated in the R/C by way of Demand Draft/Bank Transfer. In case , the supplies are made in installments, the aforesaid Departmental charges + Service Tax can be paid by the firm with CCA on pro-rata basis based on the value of the supplies made. In case no supplies are made, Departmental charges would not be payable / claimable as no service would deem to have been rendered by DGS&D. The firms can claim Departmental charges from PAO of the indentor for the direct/referral orders placed by them.Those who err/conceal/misrepresent/default in payment of prescribed Department Charges would be viewed adversely and shall be liable for actions as deemed fit by DGS&D including de-registration,debarring or suspension of business dealings,blacklisting , bad performance and denial of further Rate Contracts etc, in addition to recovery of the requisite amounts.IT would be the responsibility of the user department to ensure that the prescribed departmental charges have been paid by the supplier before releasing their payments for the supplies. The firm would also disclose the same to DGS&D.

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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: Name & Full Address of the Manufacturer:

i) Intech Innovative Technology Co. Ltd.,
2F, No.267, Qianpu West, Third Road, Siming
District, Xiamen China

Country of Origin : China

SPECIAL CONDITIONS OF CONTRACT

1. Terms of delivery: The stores will be delivered by the firms on free delivery at consignee's site including installation. Free delivery at site including freight & forwarding. Insurance as per DGS&D Standard Transit Insurance Clause. For Andaman & Nicobar & Lakshdweep, the firm will bear the delivery charges upto the main land port i.e. Kolkata / Chennai / Mumbai, whichever is nearest to the destination. After this, the delivery charges from main land port to the consignee destination in the above mentioned location, to be borne by the consignee.

2. 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.

3. Demonstration of the machines will be carried out free of cost at consignee's place.

4. Machines shall conform to Guarantee/Warranty clause for a period of 12 months from the date of Commissioning/demonstration, as per Clause 18 of form No. DGS&D- 1001.

5. Other terms and conditions are as per Form DGS&D-1001.

6. No assistance for import of finished product or raw material will be provided.

7. Tenderers shall have all the testing facilities and instruments to check and verify the functional parameters of the specifications.

8. For imported machines offered for inspection, the documentation requirements at the time of inspection of bulk supplies for each and every lot are as under:-

- a) Bill of Lading;
- b) Packing list;
- c) Certificate of origin;
- d) Serial numbers along with model numbers pertaining / corresponding to imports covered by above documents;
- e) A certificate from the manufacturer that the machines with particular model Nos. and Serial Nos. were exported by them to Indian supplier and that the same were tested in their factory and found to be satisfactory as per the standard specification of the product.
- f) Guarantee/Warranty Certificate for the machine by R/C holding firms

9. Octroi Duty and Local Taxes:

Normally materials to be supplied to Government 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 the buyers account in the absence of relevant exemption certificate.

10. Road permit, Waybill to be provided by DDO along with the order.

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: -

2 Arunachal Pradesh: Form DG-01

3 Assam: Form 62

4 Bihar:Form 28

5 Chhattisgarh: Form 59A

6 Goa: -

7 Gujarat: Form 403

8 Haryana:Form 38 if value is Rs. 25,000 or more.

9 Himachal Pradesh: -

10 Jammu & Kashmir: -

11 Jharkhand: Form 28B

12 Karnataka: -

13 Kerala: -

14 Madhya Pradesh: Form 88/89

15 Maharashtra: -

16 Manipur: Form 27

17 Meghalaya: Form 14

18 Mizoram: Form 33

19 Nagaland : Form 16

20 Orissa: Form 28

21 Punjab: -

22 Rajashthan: Form 18

23 Sikkam: Form 20

24 Tamil Nadu: -

25 Tripura: Form 26

26 Uttar Pradesh: Form 32

27 Uttaranchal: Form 17

28 West Bengal: Form 50

11. Signing of Inspection Notes issued by Quality Assurance Wing of DGS&D:

'Instructions to Indentors/Consignees':

Advance Payment Copy of Inspection Note 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 inspection and rejection under the general condition to contract. 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 for claiming 50% 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. For supplies made from the pre-inspected stocks, Inspection Notes are to be obtained from the Quality Assurance Officer in each case. Despatches / Deliveries of pre-inspected stocks which are duly accepted need not, however, await release of Inspection Notes and may be effected before Inspection Notes are actually released.

All other terms and conditions shall be as per standard conditions contained in Form DGS&D-1001.

SCHEDULE-D

SPECIAL INSTRUCTIONS TOR TO R/C HOLDERS

1. Rate Contract holders are advised that before entertaining the supply order(s), they should ensure the availability of following certificates from DDOs.

- a) They are Central Government Department drawing funds from Consolidated Fund 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 the stores being ordered.

2. The rate contract holders should assist the consignee(s) in the installation and operation of the machine, including recommendations for accessories and voltage stabilizer.

(Lakshman Rao)

Asstt. Director (S)

For and on behalf of the purchaser named in the form DGS&D-1001