

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:
R. K Ramesh
Email Id:
rkramesh@dgsnd.gov.in

Rate Contract no. PROLARFORD/ES-3/RC-V3060000/0715/33/02581/3339
Dated 08-MAY-15

To,

GLOBUS INFOCOM LTD.
C-1/2, Safdarjung Development Area, New Delhi- 110016
NEW DELHI

Sub: Rate Contract for supply of Professional large format display
Validity: From 08-MAY-15 To 31-MAY-16 .

Ref:(1) This Office Tender Enquiry No. PROLARFORD/ES-3/RC-V3060000/0715/33
Opened on 01-AUG-14.
(2) Your Quotation No. 5564 And Dated
01-AUG-14.

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 including DGS&D Arbitration Clause available from DGS&D sales counter on payment of Rs. 50/- The dispute cannot be referred by the contractor or entertained by facilitation Council or any other adjudicating forum. 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Civil Ministries/Departments and UT Administration, except for M/o Defence, M/o Railways and D/o Posts, have been withdrawn with effect from 03.07.2012.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 as per relevant 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.

SCHEDULE - A

Dated 08-MAY-15 For the Supply of Professional large format display

2. Advance Rate Contract No.:- Nil

Dated

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

GLOBUS INFOCOM LTD.
C-1/2, Safdarjung Development Area, New Delhi- 110016
NEW DELHI
DELHI - 110016
Tel. No. - 8588839434, 01204051800
Fax - 01204051827
Email - sales@globusinfocom.com

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

(c) Brand: HiteVision

4. Validity of Rate Contract: 08-MAY-15 To 31-MAY-16

5. Description of Item, Specification, Unit, Rate

Item Model No.	Store Description	ED	ED%	CST/VAT	CST/VAT%	Service Tax	Unit	Rate (in Rs)
82	HiteVision/T WB-NB65	Professional LED Display		Diagonal Size: 65 Inches, Resolution: 1920 X 1080, Brightness: 600 Nits			NOS.	230769.23 Rs. TWO LAKHS THIRTY THOUSAND SEVEN HUNDRED SIXTY-NINE AND PAISE TWENTYTHREE ONLY
		N.A		Excl.		12.5		
		Min.Order Qty(in unit):- 1		Lead Time(in days):- 30		Rate of Supply(monthly):- 1000		
85	HiteVision/T WB-NB70	Professional LED Display		Diagonal Size: 70 Inches, Resolution: 1920 X 1080, Brightness: 600 Nits			NOS.	259725.86 Rs. TWO LAKHS FIFTY-NINE THOUSAND SEVEN HUNDRED TWENTY-FIVE AND PAISE EIGHTY-SIX ONLY
		N.A		Excl.		12.5		
		Min.Order Qty(in unit):- 1		Lead Time(in days):- 30		Rate of Supply(monthly):- 1000		

87	HiteVision/T WB-NB80	Professional LED Display	Diagonal Size: 80 Inches,Resolution: 1920 X 1080,Brightness: 450 Nits	NOS.	520000 Rs. FIVE LAKHS TWENTY THOUSAND ONLY
		N.A	Excl.	12.5	
	Min.Order Qty(in unit):- 1	Lead Time(in days):-30	Rate of Supply(monthly):-1000		
99	HiteVision/T HV-E55 WITH OTS- 055	Professional LED Display with Integrated Touch Screen	Diagonal Size: 55 Inches,Resolution: 1920 X 1080,Brightness: 450 Nits	NOS.	141230 Rs. ONE LAKHS FORTY-ONE THOUSAND TWO HUNDRED THIRTY ONLY
		N.A	Excl.	12.5	
	Min.Order Qty(in unit):- 1	Lead Time(in days):-30	Rate of Supply(monthly):-1000		
105	HiteVision/T HV-E65 WITH OTS- 065	Professional LED Display with Integrated Touch Screen	Diagonal Size: 65 Inches,Resolution: 1920 X 1080,Brightness: 450 Nits	NOS.	211800 Rs. TWO LAKHS ELEVEN THOUSAND EIGHT HUNDRED ONLY
		N.A	Excl.	12.5	
	Min.Order Qty(in unit):- 1	Lead Time(in days):-30	Rate of Supply(monthly):-1000		
106	HiteVision/T WB-NB65 WITH OTS- 065	Professional LED Display with Integrated Touch Screen	Diagonal Size: 65 Inches, Resolution: 1920 X 1080, Brightness: 600 Nits	NOS.	274042.23 Rs. TWO LAKHS SEVENTY- FOUR THOUSAND FORTY- TWO AND PAISE TWENTY THREE ONLY
		N.A	Excl.	12.5	
	Min.Order Qty(in unit):- 1	Lead Time(in days):-30	Rate of Supply(monthly):-1000		
110	HiteVision/T WB-NB80 WITH OTS- 080	Professional LED Display with Integrated Touch Screen	Diagonal Size: 80 Inches,Resolution: 1920 X 1080,Brightness: 200 Nits	NOS.	485371.18 Rs. FOUR LAKHS EIGHTY- FIVE THOUSAND THREE HUNDRED SEVENTY-ONE AND PAISE EIGHTEEN ONLY
		N.A	Excl.	12.5	
	Min.Order Qty(in unit):- 1	Lead Time(in days):-30	Rate of Supply(monthly):-1000		
111	HiteVision/T HV-E80 WITH OTS- 080	Professional LED Display with Integrated Touch Screen	Diagonal Size: 80 Inches,Resolution: 1920 X 1080,Brightness: 450 Nits	NOS.	730769 Rs. SEVEN LAKHS THIRTY THOUSAND SEVEN HUNDRED SIXTY- NINE ONLY
		N.A	Excl.	12.5	
	Min.Order Qty(in unit):- 1	Lead Time(in days):-30	Rate of Supply(monthly):-1000		

6-Terms of Delivery:	For detailed Terms of Delivery refer to Schedule-B.
7-Excise Duty:	Excise Duty ED NA at present and will not be charged even if it is applicable later on.
8-Sales Tax:	CST/VAT Extra @12.5%.
9-Delivery Period:	First rate of supply as per clause 5 of schedule A within 60 days from the receipt of clear order. Thereafter same nos. per month.
10(a)-Annual Turnover:	2010-11 2502.09 Rs in lacs 2009-10 3871.19 Rs in lacs 2008-09 6849.41 Rs in lacs
(b)-Monetary Limit(In Rs.):	Without Any Limit
11-Payment Terms:	As per Schedule-B.
12-Slab Discount Clause: (Click here to see the details)	Applicable Value From To % Discount
13-Prices:	FIXED
14-Quantity Offered:	NA
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:	PAO,User Deptt (a)The payment to the suppliers in all the adhoc Contract (A/Ts) and / or Supply Order placed against DGS&D Rate Contracts shall be made directly by indentors i.e. order placing authority through their concerned Pay & Accounts Offices only, instead of CCA(Supply) or its Regional Pay & Accounts Offices of Department of Commerce. (b)The payment to the supplier shall be paid by the indentors as per prescribed forms of payments including timelines for payments within 60 days of due date which must be ensured by the indentors.Delays,if any, in this regard would render the indentors responsible and not the DGS&D in any manner whatsoever. (c)Consequently,the requisite Departmental charges + prevailing Service Tax thereon shall be deposited by the respective Pay & Account offices (PAO) of the indentors directly to the Receipt Head Account of DGS&D as prescribed by CGA. (d)Indentors shall be directly responsible for any non-compliance/default for the afore-said provisions.
19-Inspection Authority:	For Civil ADG(QA),Jeevan Tara Building,Parliament Street New Delhi
20-Quality Assurance Officer/Inspecting officer:	For Civil Director(QA), Delhi Directorate, Jeevan Tara Building, 4th Floor, Sansad Marg New Delhi DELHI -110001 For stores procured against DGS&D Rate Contract the Inspection Officer would be: (i) User Departments/DDO/Consignee itself or any authority/agency appointed by them or (ii) Additional Director General (QA) in DGS&D (if desired by user Departments/DDO/Consignee).

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

(i) M/s. Globus Infocom Limited C-1/2, Safdarjung Development Area, New Delhi 110016

(ii) M/s.Globus Infocom Limited A-22, Sector-4, Noida, District Gautam Budh Nagar, Uttar Pradesh 201301

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.

24(e) The Referral /Direct Orders placed by the indentor by tweaking DGS&D Rate Contract terms & condition and/or Specifications and obtaining the supplies within 1% of the DGS&D Rate Contract prices, such transactions will fall within the purview of DGS&D Rate Contract and will also attract the aforesaid Departmental Charges @0.25% of the value of stores ordered and supplied alongwith applicable Service Tax thereon.

24(f) In the event of placing such Referral/Direct Supply Orders, indentors shall send e-mail to DGS&D for which a special provision would be provided on DGS&D website. While the indentors placing on-line Supply Order on DGS&D e-procurement portal shall have the protection under the terms & conditions of DGS&D Rate Contract, the same would not be available in case they choose to place paper Supply Order and such transactions would be at their own risk.

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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

TEST REPORTS FOR REGISTRATION AND ACCEPTANCE OF GOODS:

In case of products having satisfactory test reports from International Laboratory Accreditation Cooperation (ILAC) or their worldwide affiliated/recognized labs or NABL approved labs, it would be sufficient to consider the products of requisite quality for acceptance without insistence for any further testing pursuant to DGS&D Manual Correction Slip No. 38 dated 18-12-2012.

RC Specification: 1a. Billing will be done from M/s. Globus Infocom Limited, C-1/2, Safdarjung Development, Area, New Delhi 110016

1.b. Name and Full Address of Manufacturer :

(i) HiteVision Digital Media Technology Co., Ltd, Shenzhen Branch, No.1 Building, Hong Hui Industrial Park, Liu Xian No.2 Road, Baoan District, 518101 Shenzhen, China

(ii) Hitevision Asia Pacific Co., Ltd. 4F-3, No 76, Sec.2 Jiafeng S. Rd., Zhubei City, Hsinchu County Taiwan

1c. Payment Terms:

(i) For Green Channel Firm's: 90% against provisional receipt of stores by consignee, after delivery of stores by Green Channel firms on self-certification with OEM Warranty / Guarantee certificate and balance 10% on acceptance of stores by consignee within 60 days of receipt of stores.

(ii) Other firm's: 100% payment against complete acceptance of the material by the Consignee after due verification of quality and quantity. This process of verification shall be completed within a period of 60 days of the receipt of the consignment, failing which payment shall be released as per Correction Slip No. 62 dated 15.07.2014.

2. Guarantee / Warranty :

The period of Guarantee/Warranty shall be 12 Months from the date of receipts of stores by consignee or 15 months from the date of despatch whichever is earlier.

For details refer Clause 27 of DGS&D-230 & Clause 18 of DGS&D - 1001 with the following additional provision:- Once the user Department/Consignee states/writes that the goods supplied are Defective/not functioning properly, it must be obligatory on the part of the supplier to immediately, not later than 7 days, attend to it by way of rectification/repair or replacement of the goods, without any questioning or pretexts on any ground. There shall be no scope of questioning the user department/consignee or resorting to any kind of verification or joint inspection in this regards, pursuant to DGS&D Manual Correction Slip No.37 dated 18.12.2012.

3. Terms of delivery:

The stores will be delivered by the firms on free delivery at consignee's end including installation / commissioning. 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. For details of Terms of Delivery & Despatch instructions refer Clause-4 of DGS&D-1001.

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

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

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

7. 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

f) Guarantee/Warranty Certificate for the machine by R/C holding firms

8. 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 indenter 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.

9. 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 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.

10. 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.