



**Government of India
Ministry of External Affairs**

**Tender Document
for
Annual Rate Contract for Computer Peripherals & Consumables**

Tender No.: Q/COMP/885/27/13

Dated: 28 November 2013

The tender document is available for downloading at <http://mea.gov.in> or www.eprocure.gov.in

Last date for submission of bids: **20 December, 2013 upto 1300 Hrs in JNB,
Delhi**

Date of Opening of technical bids: **20 December, 2013 upto 1430 Hrs in JNB,
Delhi**

The bidder must submit a sum of **Rs. 500/-** in the form of demand draft in favour of **PAY & ACCOUNTS OFFICER, MINISTRY OF EXTERNAL AFFAIRS, NEW DELHI** with the bids.

E-Gov & Information Technology Division
Ministry of External Affairs
Jawaharlal Nehru Bhawan, Janpath,
New Delhi, INDIA

TABLE OF CONTENT		
S.No	Particulars	Page No.
SECTION I: INVITATION FOR BIDS (IFB)		
1	Contact Information	3
2	Two Bid System	3
3	Pre Bid Meeting	4
4	Submission of bids & opening of Technical Bids	5
5	Opening of Commercial Bids	6
SECTION II: INSTRUCTION TO BIDDERS (ITB)		
1	Instruction to Bidders	7
2	Delivery Period/Project Timelines	9
3	Location for Supply, Installation & Warranty Services	9
4	Order Placements & Release of Payment	9
5	Eligibility Conditions for Bidders	9
6	Amendment of Bidding Document	10
A	Preparation of Bids	10
7	Earnest Money Deposit	11
8	Period of Validity of Bids	11
B	Submission of Bids	11
9	Deadlines for Submissions of Bids	12
10	Late Bids	12
C	Bid Opening & Evaluation of Bids	12
11	Opening of Bids	12
12	Comparison of Bids	12
D	Award of Contract	13
13	Evaluation of Proposals & Award Criteria	13
14	Purchaser's Right to amend Scope of Work	14
15	Corrupt & Fraudulent practices	14
16	Interpretation of the clauses in the Tender Document/ Contract Document	14
SECTION III: SPECIAL CONDITIONS OF CONTRACTS (SSC)		
1	Prices	15
2	Taxes & Duties	15
3	Performance Bank Guarantee	15
4	Penalty for Delayed services	16
5	Jurisdiction	16
6	Force Majeure	16
7	Arbitration	16
SECTION IV: SCHEDULE OF REQUIREMENT (SR)		
1	List of Computer Peripherals & Technical Specifications	18
2	List of Cartridges and Technical Specifications	19
SECTION V: COMMERCIAL		
1	Price Schedule of list of Computer Peripherals	20
2	Price Schedule of Cartridges	21
3	Annexure- I Manufacturer authorisation format	22
4	Annexure-II Performa for Performance Bank Guarantee format	23
5	Annexure-III Performa for Annual Rate Contract Agreement for items listed in Section IV (Part-I)	25
6	Annexure-IV Performa for Annual Rate Contract Agreement for items listed in Section IV (Part-II)	28

SECTION I: INVITATION FOR BIDS (IFB)

Sealed competitive bids are hereby invited for execution of Annual Rate Contract for supply of computer peripherals and consumables to the Ministry of External Affairs.

1. Contact Information

Administrative Officer (Computer)
Room No. 1061, A Wing, Ist Floor
Jawaharlal Nehru Bhawan
Ministry Of External Affairs
21 – D, Janpath, New Delhi-110011
Tel No.: +91-011-49015216
Fax No.:+91-011-49015217 E-Mail: socomp@mea.gov.in

2. Two Bid System

The two bid system will be followed for this tender. In this system, bidder must submit his offer in two separate sealed envelopes as explained below:

- **Envelope No. 1: "Technical Bid" shall contain:**

- a) DD/Pay order for Rs 500/- towards cost of tender documents in favour of “Pay and Accounts Officer, Ministry of External Affairs, New Delhi”
- b) EMD of Rs Two lakhs by DD/ Pay order in favour of “Pay and Accounts Officer, Ministry of External Affairs, New Delhi”
- c) Self attested copy of registration certificate for collecting and depositing VAT with sales tax department duly signed and stamped by authorised person of the company
- d) PAN/TAN/TIN no., as applicable, to be given with self attested copies.
- e) Company's profile and balance sheet for last **2** years indicating turnover for the IT related items indicated in Section IV, 1&2 (minimum **Rs 10 lakh** per annum)duly certified by a chartered Accountant.
- f) List of items the bidder wishes to offer (Not the prices of the items).
- g) Ink signed Authorization Certificate from OEM for items listed in **Section –IV (2)** offered for supply.

Note: The offer list submitted by the bidder should strictly correspond to the items mentioned in the **Section-IV, 1&2**.

Tender not accompanied with EMD will be rejected outright. EMD/Bid Security would be refunded/returned within 30 days after finalization of the contract with successful supplier(s). Bid security of the unsuccessful bidders would be returned to them and no claim for payment of interest on bid security would be entertained by the Ministry. EMD of a tenderer will be forfeited, if the Tenderer withdraws or amends its Tender or impairs or derogates from the tender in any respect within the period of validity of its tender.

• **Envelope 2: “Commercial Bid “ shall contain:**

Price schedule completed in all respects with proper seal and signature of authorized person. Price schedule should strictly correspond to the list of items offered for supply in the technical bid. Both the technical bid and commercial bid envelopes should be sealed separately and clearly marked as “Envelope no. 1 - Technical Bid” and “Envelope no. 2 - Commercial Bid”. Both the sealed envelopes should be placed in third larger envelope clearly mentioning “Technical Bid & Commercial Bid” for Supply Computer Peripheral & Consumables and addressed to:

Administrative Officer (Computer)
Room No. 1061, A Wing, Ist Floor
Jawaharlal Nehru Bhawan
Ministry Of External Affairs
21 – D, Janpath, New Delhi-110011
Tel No.: +91-011-49015216
Fax No.:+91-011-49015217 E-Mail: socomp@mea.gov.in

Please write the **tender number** on each envelope and seal all the envelopes.

3. Pre Bid Meeting:

The pre-bid meeting shall be held on **16 December, 2013 at 1100 Hrs at:**

Administrative Officer (Computer)
Room No. 1061, A Wing, Ist Floor
Jawaharlal Nehru Bhawan
Ministry Of External Affairs
21 – D, Janpath, New Delhi-110011
Tel No.: +91-011-49015216

Fax No.:+91-011-49015217 E-Mail: socomp@mea.gov.in

Only 1 (One) authorised representative per bidder will be allowed to attend the Pre-Bid Meeting. The queries, if any, should be submitted in writing on/ before the day of Pre-Bid Meeting and the answers to the queries will be made available on MEA & e-Procure website.

No queries shall be entertained after the Pre-Bid Meeting.

4. Submission of bids and opening of the Technical bids:

Last date for submission of bids on **20 December, 2013 upto 1300 Hrs** at:

Administrative Officer (Computer)
Room No. 1061, A Wing, Ist Floor
Jawaharlal Nehru Bhawan
Ministry Of External Affairs
21 – D, Janpath, New Delhi-110011
Tel No.: +91-011-49015216
Fax No.:+91-011-49015217
E-Mail: socomp@mea.gov.in

Technical bid will be opened on **20 December, 2013 upto 1430 Hrs** at:

Administrative Officer (Computer)
Room No. 1061, A Wing, Ist Floor
Jawaharlal Nehru Bhawan
Ministry Of External Affairs
21 – D, Janpath, New Delhi-110011
Tel No.: +91-011-49015216
Fax No.:+91-011-49015217
E-Mail: socomp@mea.gov.in

The bid can be submitted in person or through post/ courier (MEA shall not be responsible for any postal delays resulting in disqualification/ rejection of any bid) so as to reach on or before the due date and time. The bidders' authorized representative (maximum two) can attend the bid opening/s.

The representatives of bidders may choose to attend the opening of the technical bids.

The technical bids will be evaluated to shortlist the eligible bidders.

Bidder whose technical bid is found to be acceptable and meeting the eligibility requirements as specified in this tender will be informed about the date and time of the opening of the commercial bid.

Note: Please do not put "Commercial Bid" in the technical bid envelope. If the Commercial Bid is submitted along with the Technical Bid, the tender will be rejected.

5. Opening of Commercial Bids

Commercial bids of the short listed bidders only will be opened, in the presence of the bidders or their authorized representative, who choose to attend, at the **time place and date** to be informed later.

The authorized representative of bidders, present at the time of opening of the bids shall be required to sign an attendance register as a proof of having attended the commercial bid opening.

The bidder's name, bid prices, discounts and such other details considered as appropriate by MEA, will be announced at the time of the opening of the bids.

(Technically accepted competitive bids ONLY will be considered for the opening of Commercial Bids).

END OF SECTION - I

SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

1. Instructions to Bidders

- i) The list and detailed particulars/specifications of the items to be supplied under the proposed Annual Rate Contract (ARC) is provided in **(Section-IV)** Schedule of Requirement.
- ii) Anticipated annual requirement of each item has been shown against the item. The actual quantities that may be purchased by the Ministry against the rate contract may vary in each case and it shall, in no way, be binding on the Ministry to purchase the exact number of quantities as indicated in the list.
- iii) Rates should be quoted in figures clearly in the Price Schedule **(Section-V)**. Deviation, if any from given particulars/specifications shall not be accepted. Correction in 'Rate' column, if any, should be duly authorized. **Prices must be filled in the attached PRICE SCHEDULE only. If any change in the Price schedule (Section-V), the quotation will not be accepted.**
- iv) The rates quoted shall be final and valid for a period of minimum 15 months from the date of the Contract during the period of which the supplier will be bound to supply the requisite computer peripherals and consumables as and when indented/required by the Ministry at the rates quoted by them. **The Tenderers are strictly advised to refrain from quoting unrealistic prices, at which they may not make supplies later.**
- v) Authorization certificates (Annexure-I), be provided from OEM for items listed in **Section-IV (2)** that bidder wishes to supply.
- vi) In case of loss sustained by the Ministry as a result of questionable quality of stores/deviation from given particulars/specifications or short delivery during the validity of the contract, the loss shall be recoverable from the Tenderer/s. Suppliers would be responsible for immediate replacement of items found to be defective.
- vii) The tender should be accompanied with an Earnest Money Deposit (EMD) of **Rs 2,00,000/-** in form of a Demand Draft/Pay Order

in favour of "**Pay & Accounts Officer, Ministry of External Affairs, New Delhi**" for safeguarding the interest of the Ministry of External Affairs in all respects. Tender not accompanied with EMD will be rejected outright. The EMD/Bid Security would be refunded/returned within 30 days after finalization of the contract with successful supplier(s). Bid security of the unsuccessful bidders would be returned to them and no claim for payment of interest on bid security would be entertained by the Ministry. EMD of a tenderer will be forfeited, if the Tenderer withdraws or amends its Tender or impairs or derogates from the tender in any respect within the period of validity of its tender.

viii) In case successful supplier/s refuse or is unable to supply the item/s which is/are under signed Annual Rate Contract, the item/s will be purchased from open market and difference between awarded price of signed annual rate contract and market price will be deducted from the Bank Guarantee of respective supplier/s. In such case the contract could be terminated by the Ministry without any notice.

ix) The Tenderer must be registered for collecting and depositing VAT with the Sales Tax Department and a copy of registration certificate to this effect, duly signed and stamped by the authorized person of the company must be enclosed with the Tender. PAN/TAN/TIN No. of the firm, as applicable while submitting the Tender must be attached with attested copies. A tender lacking it will not be considered.

x) The tendering firm must have an annual turnover of at least Rs. 10 lakh (Rupees Ten lakh) during the last two financial years. They are also required to submit firm/company's profile & balance duly certified by a Chartered Accountant for the last 2 years clearly indicating turnover for IT related items, along with the Tender.

xi) The items as per the given particulars/specifications should be supplied within Ten (10) days after receipt of the purchase order, failing which a penalty will be imposed (equal to 1% of indent cost per day of delay, if the delay is attributable to the supplier).

xii) The procurement of the above items would be purely 'on need' basis without any guarantee for any minimum quantity. Hence, the Ministry of External Affairs shall not be liable to procure any or all items included in the Rate Contract(s) with L1 bidder(s) during its validity.

xiii) The payment will be made within reasonable period through a crossed Cheque payable at New Delhi, or by wire transfer if the amount

Tender document for annual rate contract for computer peripherals & consumables

exceeds Rupees five lakhs. No condition/clause with regard to interest etc. shall be entertained.

xiv) Details of all taxes e.g. VAT, etc. wherever applicable, should be clearly indicated separately in respect of each item. The items not quoted for, should be clearly marked 'NOT QUOTED' in bold letters against the item entry. Each page of the quotation/tender must be signed & stamped by the authorized signatory. Unsigned quotations will not be considered.

2. Delivery Period / Project Timelines

The delivery at site(s) must be completed within 10(ten) days from the date of receipt of supply order from Ministry of External Affairs.

3. Locations for the Supply, Installation & Warranty Services

The supply of computer peripherals and consumables should be made to

Administrative Officer (Computer)
Room No. 1073, A Wing, Ist Floor
Jawaharlal Nehru Bhawan
Ministry Of External Affairs
21 – D, Janpath, New Delhi-110011
Tel No.: +91-011-49015216
Fax No.:+91-011-49015217
E-Mail: socomp@mea.gov.in

4. Order Placements and Release of Payment

The Supply Order shall be released by:

Administrative Officer (Computer)

The payments shall be released by:

Administrative Officer (Computer)

5. Eligibility Conditions for Bidders

- 5.1 This invitation for bids is open to all bidders who are in the business of IT Hardware/ Computer Peripheral for at least last **two years** ending 31 March 2013.
- 5.2 The bidder should have completed at least **ONE** similar order not less than Rs. 10 Lacs OR **TWO** similar orders not less than Rs. 6 Lacs OR **THREE** similar orders not less than Rs. 4 Lacs.
- 5.3 The bidder should have minimum average turnover of **Rs 10 Lacs per annum** in the last two financial years.
- 5.4 Bidder should be **OEM/authorised distributor/ Registered Reseller** for the bidding items mentioned in the bid for **Section-IV (2)**. Copy of the Authorisation Certificate shall be enclosed with the bid.
- 5.5 Bidder should possess valid **VAT/ CST, Service Tax Number/** Registration as on date of bid submission.
- 5.6 Bidders should not be under a declaration of ineligibility for **corrupt and fraudulent** practices.

6. Amendment of Bidding Document

- 6.1 At any time prior to the deadline for submission of bids, MEA may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bid document.
- 6.2 All prospective bidders who have purchased the bidding document will be notified of the amendment in writing, and such amendments/modifications will be binding on them.
- 6.3 MEA at its discretion may extend the deadline for the submission of bids if the bid document undergoes changes during the bidding period, in order to give prospective bidders time to take into the consideration the amendments while preparing their bids.

A. PREPARATION OF BIDS

Bidder should avoid, as far as possible, corrections, overwriting, erasures or postscripts in the bid documents. In case however any corrections, alterations, changes, erasures, amendments and/or additions have to be made in the bids, they should be supported by dated signatures of the same authorized person signing the bid documents.

7. Earnest Money Deposit (EMD)

7.1 The tender documents must be accompanied by Earnest Money Deposit of **Rs. 2 Lakhs** in the form of a Demand Draft (DD) drawn on any Nationalized/ Scheduled Bank, in favour of **Pay and Accounts Officer, Ministry of External Affairs, New Delhi**. Bids submitted without EMD will stand rejected. EMD will not be accepted in the form of cash/ cheque/ FDR or any other form except DD. No interest shall be payable on EMD.

7.2 The EMD will be returned to the bidder(s) whose offer is not accepted by MEA within 30 days from the date of finalisation of bids. In case of the bidder(s) whose offer is accepted the EMD will be returned on submission of Performance Bank Guarantee (Refer Clause 8 of Section III). However if the return of EMD is delayed for any reason, no interest/ penalty shall be payable to the bidder.

7.3 The EMD shall be forfeited:

7.3.1 If the bidder withdraws the bid during the period of bid validity specified in the tender.

7.3.2 If the bidder fails to furnish the acceptance in writing, within 7 days of award of contract/ order.

7.3.3 In case a successful bidder, fails to furnish the Performance Bank Guarantee.

8. Period of validity of bids

8.1 Bids shall be valid for minimum 90 days from the date of submission. A bid valid for a shorter period shall stand rejected.

8.2 MEA may ask bidder's consent to extend the period of validity. Such request and the response shall be made in writing only. The bidder is free not to accept such request without forfeiting the EMD. A bidder agreeing to the request for extension will not be permitted to modify his bid.

B. SUBMISSION OF BIDS

The Bid shall be neatly arranged, plain and intelligible. Each page of the bid should be signed by the authorized person. Bidder should not contain any terms and conditions, printed or otherwise which are not applicable to the Bid. The conditional bid will be summarily rejected.

Insertions, postscripts, additions and alterations shall not be recognized, unless confirmed by bidder's signature.

Tender document for annual rate contract for computer peripherals & consumables

9. Deadline for Submission of Bids

- 9.1 Bids must be received by MEA before the due date and time at the address specified in the tender document. In the event of the specified date for the submission of bids being declared as a holiday, the bid-closing deadline will stand extended to the same time on the next working day.
- 9.2 MEA may extend the deadline for submission of bids by amending the bid documents and the same shall be suitably notified in the media or on website portal.

10. Late Bids

- 10.1 Any bid received by MEA after the deadline for submission of bids, will not be accepted and returned unopened to the bidder.

C. BID OPENING AND EVALUATION OF BIDS

11. Opening of Bids

- 11.1 The technical bids will be evaluated to shortlist the eligible bidders.
- 11.2 Bidder whose technical bid is found to be acceptable and meeting the eligibility requirements as specified in this tender will be informed about the date and time of the opening of the commercial bid.
- 11.3 MEA will open commercial bids of only the technically short listed bids in the presence of the bidder or bidder's authorised representative who choose to attend the bid opening, at the time and date to be informed later.
- 11.4 The bidder's authorised representative who attends the bid opening shall sign an attendance register as a proof of having attended the bid opening.
- 11.5 The bidder's name, bid prices, discounts and such other details considered as appropriate by MEA, will be announced at the time of opening of the commercial bids.

12. Comparison of Bids

- 12.1 Only the eligible and technically short-listed bids after the technical evaluation shall be considered for commercial comparison.

D. AWARD OF CONTRACT

13. Evaluation of Proposals & Award Criteria

- 13.1 The bidder may quote for all the items or some of the items mentioned under Section IV 1 &2 – Schedule of Requirement. The lowest price criteria shall be applied item wise.
- 13.2 Preliminary scrutiny of the proposals will be carried out to determine whether they are complete, required tender document fee and bid security (EMD) have been furnished and the documents have been properly signed. Proposals not conforming to such preliminary requirements will be prima facie rejected.
- 13.3 Bids complying with all the eligibility requirements mentioned under **Section-II Clause 5** of the tender document shall be treated as substantially responsive bids. Responsiveness of the bids shall be determined on the basis of the contents of the bid itself and shall not be determined by extrinsic factors.
- 13.4 MEA may ask bidders for demo/presentation of the items offered for supply. Failure on part of bidder to arrange the demo/presentation on the date & place fixed by MEA shall result in the rejection of technical bids and financial bids of these bidders shall not be opened. Also, if it is found after demo/presentation that the product offered is not meeting the specifications prescribed by MEA, such bidders shall be treated as substantially non-responsive. MEA decision shall be final in this regard. The place for presentation shall be conveyed to the bidders at an appropriate date.
- 13.5 Commercial bids of only those bidders will be opened who are found to be substantially responsive and the work shall be awarded to the commercially lowest bidder.
- 13.6 Bidder should quote their rates in prescribed performa (Section V – Price Schedule) only. Commercial bids other than the format provided shall be rejected by MEA.
- 13.7 If more than one bidder happens to quote the same lowest price, MEA reserves the right to split the order and award the contract to more than one bidder. The splitting in such case will be done on the basis of item wise lowest price quoted by a bidder.

14. Purchaser's Right to amend Scope of Work

14.1 If, for any unforeseen reasons, MEA are required to change the Scope of Supply, this change shall be acceptable to the bidder without change in the unit price quoted.

14.2 MEA reserves the right to reject one/ all the bids or cancel the tender without assigning any reasons thereof.

15. Corrupt or Fraudulent Practices

15.1 It is expected that the bidders who wish to bid for this tender have highest standards of ethics.

15.2 MEA will reject bid if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract;

15.3 MEA may declare a vendor ineligible, either indefinitely or for a stated duration, to be awarded a contract if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the execution of contract.

16. Interpretation of the clauses in the Tender Document / Contract Document

16.1 In case of any ambiguity/ dispute in the interpretation of any of the clauses in this Tender Document, interpretation of the said clauses by Joint Secretary (EG & IT), Ministry Of External Affairs shall be treated as final and binding on all parties.

END OF SECTION - II

SECTION III: SPECIAL CONDITIONS OF CONTRACT (SCC)

1. Prices

- 1.1. The price quoted shall be considered firm and no price escalation will be permitted.
- 1.2. Bidders must quote the prices in INR and as per the format given in Price Schedule at Section – V of this document.
- 1.3. The prices quoted should be inclusive of freight, insurance, packing, applicable taxes & duties till destination. The packing shall be transport worthy so as to prevent damage or deterioration of goods during transit to their final destination as indicated in this document. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights, remoteness of the Goods final destination and the absence of heavy handling facilities at all point in transit shall be taken into consideration as appropriate. The risk in goods shall continue with supplier till goods are delivered in good condition and installed at end user's site.

2. Taxes and Duties:

- 2.1. The prices quoted should be exclusive of all taxes.
- 2.2. The basic prices and applicable taxes should be mentioned separately. The exact rates of taxes applicable, if any, as on the date of quoting must be mentioned. No concessional tax form (C/D) will be given by MEA.

3. Performance Bank Guarantee (PBG):

- 3.1 Successful tenderers/suppliers should deposit a '**Bank Guarante**' from the date of award of the contract @ 10% of the total bid value of the anticipated annual requirement of the items to be supplied during the period of the contract made in favour of the **Pay & Accounts Officer, M.E.A, New Delhi** in the format attached at Annexure II .
- 3.2 If successful Tenderer(s) fails to furnish the required "**Bank Guarante**" within the specific period, its EMD will be forfeited, and the bidder shall be barred from participating in future Tenders of the Ministry.

4. Penalty for Delayed Services

- 4.1 The items as per the given particulars and specifications should be supplied within 10(ten) days after receipt of the purchase order, failing which a penalty will be imposed (equal to 1% of indent cost per day of delay, if the delay is attributable to the supplier).
- 4.2 In case successful supplier/s refuse or is unable to supply the item/s which is/are under signed Annual Rate Contract, the item/s will be purchased from open market and difference between L1 Price of signed Annual Rate Contract and market price will be deducted from the Bank Guarantee of respective supplier/s. The contract could be terminated by the Ministry without any notice.

5. Jurisdiction:

The jurisdiction in case of any dispute shall be the Courts at New Delhi only.

6. Force Majeure:

MEA may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that the delay in performance or failure to perform its obligations under the contract is the result of a Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as natural disasters (like earthquakes, floods, storms etc.), acts of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful bidder's OEM premises.

7. Arbitration:

Any dispute, difference or disagreement whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of the Agreement to be executed with the party awarded the contract, or the validity or the breach thereof or covering anything herein contained or arising out of the Agreement to be executed with the party awarded the contract, shall be settled by the parties by mutual consultation. Where such dispute, difference or disagreement cannot be settled mutually or is not resolved by mutual consultation, either party

may refer it to JS (EG&IT), MEA, who shall act as the sole arbitrator or where he himself cannot act as such, shall name a Sole Arbitrator, to arbitrate such dispute, difference or disagreement. The arbitration proceedings will be conducted in accordance with and be subject to the Arbitration and Conciliation Act, 1996 as amended from time to time the decision of the Sole Arbitrator shall be final and binding on the parties.

END OF SECTION III

**SECTION IV – SCHEDULE OF REQUIREMENT
BILL OF MATERIAL & TECHNICAL SPECIFICATIONS**

(1) List of Computer Peripherals to be purchased under Annual Rate Contract

S/No.	ITEM	ITEM NAME	BRAND	Anticipated annual requirement
1	CDR	CD R	SONY/MOSER BEAR	1200
2	CDRW	CD RW	SONY/MOSER BEAR	250
3	DVDR	DVD R	SONY/MOSER BEAR	300
4	DVDRW	DVD RW	SONY/MOSER BEAR	73
5	DVDWRITINTSS	DVD WRITER INTERNAL	SAMSUNG / LG	28
6	FD04	FLASH DRIVE 4GB	KINGSTON/SanDisk	42
7	FD08	FLASH DRIVE 8GB	KINGSTON/SanDisk	9
8	FD16	FLASH DRIVE 16GB	KINGSTON/SanDisk	11
9	FLODREXT	FLOPPY DRIVE EXTERNAL	HP / IBM	20
10	HDEX	EXTERNAL HARD DISK 1TB	SEGATE/WESTERN DIGITAL	12
11	HDSATA	HARD DISK SATA 500 GB	SEGATE/WESTERN DIGITAL	38
12	HEAD PHONE	HEAD PHONE FOR COMPUTER	LOGITECH/IBALL	7
13	KBTVS	KEY BOARD Bilingual	TVS	3
14	MOCL	MOUSE CORDLESS	LOGITECH	12
15	MONISSTFT	MONITOR TFT 19	SAMSUNG TFT-19	21
16	MOUSB	MOUSE USB	LOGITECH	19
17	MPAD	MOUSE PAD	LOGITECH	86
18	MTANK	MAINTENANCE TANK FOR PRINTER B-300	EPSION	5
19	PS	PRINTER SHARER	LOGITECH	12
20	R2	RAM DDR-II 2 GB	KINGSTON	14
21	SPEAKER	SPEAKER FOR COMPUTER	LOGITECH	22
22	UPSBAT	UPS BATTERY 12 V	EXIDE	150
23	USBC	USB PRINTER CABLE		8
24	VGAC	VGA CABLE		7
25	WEBCAM	WEB CAMERA	LOGITECH	6

Section –IV

(2) List of Cartridges to be purchased under Annual Rate Contract-

S NO	ITEM(Cartridge Number)	ITEM NAME(Name of the printer & details of cartridge)	Anticipated annual requirement
		CANON	
1	303	CANON LASER 2900/3000	5
2	EP25	CANON P-1210	8
3	EP26	CANON P-3200	6
		EPSON	
4	103	EPSON T1100	108
5	73HN	EPSON T1100	88
6	T6161	Colour- EPSON B-300 (T6161)(Black)	4
	T6162-64	Colour EPSON B-300 (T6162, 6163, 6164)(Set of 3 -cyan, Magenta, Yellow)	4
7	T6781	Colour- EPSON WP-4521 (T6781)(Black)	4
	T6782-84	Colour EPSON WP-4521 (T6782, 6783, 6784) (Set of 3- Cyan, Magenta, Yellow)	4
8	BKCYM726	Colour ESPON Printer (Set of 4- Black, Cyan, Magenta, Yellow)	5
9	725PGBK	Colour ESPON Printer (Black)	5
		HP	
10	Q2612A	HP 1020/1022/1012/1018	110
11	Q2613A	HP 1300	15
12	C7115A	HP 1115A	20
13	C6615DA	HP INKJET 840COLOR	10
14	C6625A	HP INKJET 840COLOR	10
15	CB436A	HP 1505	278
16	Q5949A	HP 1320	60
17	CC530A	Colour HP CP 2025 (Black)	4
18	CC531-33A	Colour HP CP 2025 (Set of 3- Cyan, Magenta, Yellow)	4
19	Q7553A	HP 2014/2015	38
20	CE278A	HP 1566	48
21	CC388A	HP CC388A	12
22	Q6000A	Colour HP 1600/2600 (black)	4
23	Q6001-03A	Colour HP 1600/2600 (Set of 3- Cyan, Magenta, Yellow)	4
		SAMSUNG	
24	D103L	MULTIFUNCATION SCX 4701 ND	5
25	D1053	SAMSUNG ML-1911	238
26	D205S	SAMSUNG MO3310ND	231
27	D108S	SAMSUNG ML-1640/2240	240
28	D2850A	SAMSUNG D-2850A	6
29	K4073S	Colour SAMSUNG 4073S (Black)	10
30	CMY4073S	Colour SAMSUNG 4073S (Set of 3 - Cyan, Magenta, Yellow)	10

SECTION V – COMMERCIAL PRICE SCHEDULE

1. List of Computer Peripherals to be purchased under Annual Rate Contract

S/No.	ITEM	ITEM NAME	BRAND	Unit Price A	Taxes B	Amount C=A+B
1	CDR	CD R	SONY MOSER BEAR			
2	CDRW	CD RW	SONY MOSER BEAR			
3	DVDR	DVD R	SONY MOSER BEAR			
4	DVDRW	DVD RW	SONY MOSER BEAR			
5	DVDWRITINT SS	DVD WRITER INTERNAL	SAMSUNG			
6	FD04	FLASH DRIVE 4GB	KINGSTON SanDisk			
7	FD08	FLASH DRIVE 8GB	KINGSTON SanDisk			
8	FD16	FLASH DRIVE 16GB	KINGSTON SanDisk			
9	FLODREXT	FLOPPY DRIVE EXTERNAL	SAMSUNG			
10	HDEX	EXTERNAL HARD DISK 1TB	SEGATE WESTERN DIGITAL			
11	HDSATA	HARD DISK SATA	SEGATE WESTERN DIGITAL			
12	HEAD PHONE	HEAD PHONE FOR COMPUTER	LOGITECH IBALL			
13	KBTVS	KEY BOARD	TVS BILANGUAL			
14	MOCL	MOUSE CORDLESS	LOGITECH			
15	MONISSTFT	MONITOR SAMSUNG TFT 19	SAMSUNG			
16	MOUSB	MOUSE USB	LOGITECH			
17	MPAD	MOUSE PAD	LOGITECH			
18	MTANK	MAINTENANCE TANK FOR PRINTER B-300 SAMSUNG	SAMSUNG			
19	PS	PRINTER SHAREROR	LOGITECH			
20	R2	RAM DDR-II 2 GB	KINGSTON			
21	SPEAKER	SPEAKER FOR COMPUTER	LOGITECH			
22	UPSBAT	UPS BATTERY	EXIDE			
23	USBC	USB PRINTER CABLE	ISO9001 Standard			
24	VGAC	VGA CABLE	ISO9001 Standard			
25	WEBCAM	WEB CAMERA	LOGITECH			

2. List of Cartridges to be purchased under Annual Rate Contract

PRICE SCHEDULE

S NO	ITEM(Cartridge Number)	ITEM NAME(Name of the printer & details of cartridge)	Anticipated annual requirement	Unit Price		Total C=A+B
				A	Taxes B	
		CANON				
1	303	CANON LASER 2900/3000	5			
2	EP25	CANON P-1210	8			
3	EP26	CANON P-3200	6			
		EPSON				
4	103	EPSON T1100	108			
5	73HN	EPSON T1100	88			
6	T6161	Colour- EPSON B-300 (T6161)(Black)	4			
	T6162-64	Colour EPSON B-300 (T6162, 6163, 6164)(Set of 3 -cyan, Magenta, Yellow)	4			
7	T6781	Colour- EPSON WP-4521 (T6781)(Black)	4			
	T6782-84	Colour EPSON WP-4521 (T6782, 6783, 6784) (Set of 3- Cyan, Magenta, Yellow)	4			
8	BKCYM726	Colour ESPON Printer (Set of 4- Black, Cyan, Magenta, Yellow)	5			
9	725PGBK	Colour ESPON Printer (Black)	5			
		HP				
10	Q2612A	HP 1020/1022/1012/1018	110			
11	Q2613A	HP 1300	15			
12	C7115A	HP 1115A	20			
13	C6615DA	HP INKJET 840COLOR	10			
14	C6625A	HP INKJET 840COLOR	10			
15	CB436A	HP 1505	278			
16	Q5949A	HP 1320	60			
17	CC530A	Colour HP CP 2025 (Black)	4			
18	CC531-33A	Colour HP CP 2025 (Set of 3- Cyan, Magenta, Yellow)	4			
19	Q7553A	HP 2014/2015	38			
20	CE278A	HP 1566	48			
21	CC388A	HP CC388A	12			
22	Q6000A	Colour HP 1600/2600 (black)	4			
23	Q6001-03A	Colour HP 1600/2600 (Set of 3- Cyan, Magenta, Yellow)	4			
		SAMSUNG				
24	D103L	MULTIFUNCATION SCX 4701 ND	5			
25	D1053	SAMSUNG ML-1911	238			
26	D205S	SAMSUNG MO3310ND	231			
27	D108S	SAMSUNG ML-1640/2240	240			
28	D2850A	SAMSUNG D-2850A	6			
29	K4073S	Colour SAMSUNG 4073S (Black)	10			
30	CMY4073S	Colour SAMSUNG 4073S (Set of 3 - Cyan, Magenta, Yellow)	10			

ANNEXURE - I

MANUFACTURER AUTHORISATION FORMAT

(On manufacturer's letterhead)

Date:

The Administrative Officer (Computer)
Room No. 1061, A Wing, Ist Floor
Jawaharlal Nehru Bhawan
Ministry Of External Affairs
21 – D, Janpath, New Delhi-110011

Subject: Manufacturer authorisation for Annual Rate Contract for Computer Peripherals &
Consumables

Dear Sir,

We, M/s _____ (*Name of the manufacturer*) having registered office at _____ (*address of the manufacturer*) by virtue of being manufacturer for _____ (*Name of the product/s*), hereby authorise M/s _____ (*Name of the bidder*) having their office at _____ (*Address of bidder*) to submit quote, negotiate, supply, install and provide after sales support for our range of products quoted by them to meet the above mentioned tender requirements.

M/s _____ (*Name of the manufacturer*) within the scope of requirement as per the tender mentioned above through its authorised partner M/s _____ (*Name of the bidder*) shall provide support & product warranty services for a minimum period of two years form the date of installation.

The undersigned is authorised to issue such authorisation on behalf of M/s _____ (*Name of the manufacturer*).

For M/s _____ (*Name of the manufacturer*)

Signature & company seal

Name

Designation

Email

Mobile No.

ANNEXURE-II
PERFORMA FOR PERFORMANCE BANK GAURANTEE
(On Non-judicial paper of appropriate value)

In consideration of the President of India (hereinafter called “The Government”) having offered to accept the terms and conditions of the proposed agreement betweenand (here in after called “the said contractor(s)” for the (hereinafter called “the said agreement”) having agreed to production of an irrevocable Bank Guarantee for Rs..... (Rupees.....only) as a security/ guarantee from the contractor(s) for compliance of his / her obligations in accordance with the terms and conditions of the said agreement.

1. We (hereinafter referred to as the “Bank”) hereby undertake to pay to the Government an amount not exceeding Rs. (Rupees.....only) on demand by the Government.

2. We do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).

3. We, the said Bank, further undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under, and the contractor(s) shall have no claim against us for making such payment.

4. We further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Government certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee.

5. We further agree with the Government that the Government shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s), and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. Welastly undertake not to revoke this Guarantee except with the previous consent of the Government in writing.

8. This Guarantee shall be valid up tounless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs (Rupeesonly), and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this Guarantee all our liabilities under this Guarantee shall stand discharged.

Dated theday of..... For

(Indicate the name of the Bank)

Annexure- III

Proforma for Annual Rate Contract Agreement for items listed in Section IV(Part-I)

This "Rate Contract" is made on the ----- day of ----- of the year ----- between M/s ----- having its Office at ----- (hereafter referred to as Supplier) and Ministry of External Affairs, EG&IT Division, Jawahar Lal Nehru Bhawan (hereafter referred to as Ministry) under the following terms & conditions:

Terms & Conditions

1. The Supplier shall supply the items as mentioned in the Annexure. The items should be according to the specifications and rates given against each item. The supplier guarantees that the items supplied would be genuine and maintain their quality in accordance with OEM technical specifications. The items shall be supplied within ten days.
2. The Supplier shall supply items as per Indent to this Ministry's Store located at Room No. 1073, Computer Cell, 1st Floor, A wing, Jawahar Lal Nehru Bhawan, Ministry of External Affairs, New Delhi between 1000 hours and 1200 hours on any working day.
3. A pre acceptance quality inspection will be carried out on delivery of the items by a team constituted by the Ministry/third party designated by the Ministry.
4. The Supplier shall supply items, in the event of urgency, to the user(s) concerned in the Ministry directly at the approved rates as and when directed by the Administrative Officer (Computer Cell), Ministry of External Affairs, New Delhi.
5. The Supplier shall be liable for a penalty of 1% of indent cost per day of delay in the supply up to a maximum of 10% of indent cost. In case the items supplied do not meet the specification(s), it shall be replaced with the material(s) as per specification within 48 hours, failing which, imposition of penalty will be levied upon the Supplier.
6. In case of repeated failure to supply the items indented by the Ministry within the stipulated time or of given specifications, the firm shall be barred from participating in any future tenders of the Ministry and shall be blacklisted.
7. The Supplier shall furnish Bank Guarantee effective from the date of award of the contract for an amount of ----- which is 5% of the total estimated annual requirement of the items to be supplied during the period of the contract. Bank Guarantee shall be in favour of "**Pay and Accounts Officer, Ministry of External Affairs**" and must be submitted in the prescribed format within one week of the signing of rate contract.
8. If the Supplier fails to furnish the required "**Bank Guarantee**" within the specified period, its EMD will be forfeited, and it shall be barred from participating in future tenders of the Ministry. The Bank Guarantee deposited by the Supplier shall be retained by the Ministry as 'Performance guarantee/security deposit' for the due fulfillment of the terms and conditions of the contract.
9. In case the supplier refuses or is unable to supply the item/s which is/are under the Rate Contract, the item/s will be purchased from open market and difference between Price under Rate Contract and market price will be recovered from the Bank Guarantee of the supplier.

Tender document for annual rate contract for computer peripherals & consumables

10. If the replaced items supplied as per Clause 5 above are not found to be of the given specifications, the supply shall be rejected and the items will be purchased from open market and the difference between Price under Rate Contract and market price will be recovered from the Bank Guarantee of the supplier.
11. Suppliers would be responsible for immediate replacement of items found to be defective.
12. In case of loss sustained by the Ministry as a result of supply of defective items or supply of questionable quality of stores/deviation from given particulars/specifications or short delivery during the validity of the contract, the loss shall be recoverable from the Supplier out of the Bank guarantee.
13. The procurement of the above items would be purely 'on need' basis without any guarantee for any minimum quantity. Hence, the Ministry of External Affairs shall not be liable to procure any or all items included in the Rate Contract(s) with supplier during its validity.
14. The payment will be made within a reasonable period of time through a crossed Cheque payable at New Delhi, or by ECS if the amount exceeds Rupees five lakhs. No interest will be paid.
15. VAT will be applicable under the guidelines of Delhi Tax Department issued from time to time.
16. In case of repeated failure to supply items of given particulars / specifications or short deliveries or delays in supplies, the Ministry may unilaterally terminate the contract without giving any notice and realize the balance amount in the bank guarantee.
17. This Contract, which comes into force on the date of its execution, shall, unless terminated in accordance with clause 16 or by 30 days notice in writing served by either party upon the other, will continue to remain in force till -----. However, in case the contract is terminated by the supplier, the balance amount in the bank guarantee will be realised by the Ministry.
18. There shall be no increase in the accepted rates during the period of the Contract. The price of the items shall in no event exceed the lowest price at which the supplier sells the items or offers to sell the items of identical description to any person/organisations or any department of the Central Government including this Ministry or any Department of the State Government or any statutory undertaking of the Central or State Government, as the case may be, during the period till performance of all Supply orders placed during the currency of the contract is completed.
19. If at any time during the said period, the supplier reduces the sale price, sells or offers to sell such stores to any persons/organisations or any Department of the Central/State Government or any statutory undertaking of the Central or State Government, as the case may be, at a price lower than the price quoted under the contract, he shall forthwith notify such reduction or sale or offer of sale to AO (Comp), Ministry of External Affairs & the price payable under the contract for the items supplied after the date of coming into force of such reduction or sale or offer of sale stand correspondingly reduced.
20. The Supplier shall furnish the following certificate to the Administrative Officer (Computer) along with each bill for payment for supplies made against the Rate Contract.

"I/We certify that there has been no reduction in sale price of the Stores of Description identical to the Stores supplied to the Government under the contract herein and such Stores have not been offered/sold by me/us to any person(s)/organisation(s) including the purchaser or any Department of Central Government or any Department of a State Government or any statutory Undertaking of the Central or State Government as the case may be upto the date of the bill/the date of completion of supplies against all supply orders placed during the currency of the R/C at a price lower than the price charged to the Government under the Contract".

21. The terms and conditions given in the tender (**Q/Comp//885/27/13**) shall become part and parcel of this agreement. This is the entire Contract between the Parties and no alteration or amendment is valid unless signed by a person duly authorized by the Parties.
22. The Contract will be valid -----, unless renewed with mutual consent.
23. Disputes, legal matters, court matters, if any, shall be subject to New Delhi Jurisdiction only.

Signed on behalf of

Signed on behalf of

The Ministry of External Affairs

M/s -----

(Signature with date/seal)

(Signature with date/seal)

1. Witness

2. Witness

Annexure- IV

Proforma for Tripartite Annual Rate Contract agreement for items listed

Tender document for annual rate contract for computer peripherals & consumables

in Section IV(Part II)

This agreement is made this day between(name of company), Hereafter called “supplier” the first party which expression shall include his heirs, executors and administrators/their successors, Ministry of External Affairs, New Delhi hereafter called Ministry, the second party through SO(Computer), hereafter include his successors and assignees, (**OEM NAME-HP/SAMSUNG/CANON/EPSON**), hereafter called “OEM, the third party which expression shall include his heirs, executors and administrators/their successors.

Terms & Conditions

1. That WHEREAS the first party will supply to the Ministry IT related items details of which are given in Annexure list at the rates quoted by Supplier vide their Financial Bid in response to tender no. **Q/Comp/885/27/13** Dated and as per the terms and conditions given in the aforesaid tender which shall become part and parcel of this agreement.
2. That the third party, (**OEM NAME-HP/SAMSUNG/CANON/EPSON**) shall ensure, monitor and verify the genuineness of (**OEM NAME-HP/SAMSUNG/CANON/EPSON**) make Cartridges being supplied under this contract.
3. The Supplier shall supply the items as mentioned in the Annexure. The items should be according to the specifications and rates given against each item. The supplier guarantees that the items supplied would be genuine and maintain their quality in accordance with OEM technical specifications. The items shall be supplied within ten days.
4. The Supplier shall supply items as per Indent to this Ministry's Store located at Room No. 1073, Computer Cell, 1st Floor, A wing, Jawahar Lal Nehru Bhawan, Ministry of External Affairs, New Delhi between 1000 hours and 1200 hours on any working day.
5. A pre acceptance quality inspection will be carried out on delivery of the items by a team constituted by the Ministry/third party designated by the Ministry.
6. The Supplier shall supply items, in the event of urgency, to the user(s) concerned in the Ministry directly at the approved rates as and when directed by the Administrative Officer (Computer Cell), Ministry of External Affairs, New Delhi.
7. The Supplier shall be liable for a penalty of 1% of indent cost per day of delay in the supply up to a maximum of 10% of indent cost. In case the items supplied do not meet the specification(s), it shall be replaced with the material(s) as per specification within 48 hours, failing which, imposition of penalty will be levied upon the Supplier.
8. In case of repeated failure to supply the items indented by the Ministry within the stipulated time or of given specifications, the firm shall be barred from participating in any future tenders of the Ministry and shall be blacklisted.
9. The Supplier shall furnish Bank Guarantee effective from the date of award of the contract for an amount of ----- which is 5% of the total estimated annual requirement of the items to be supplied during the period of the contract. Bank Guarantee shall be in favour of “**Pay and Accounts Officer, Ministry of External Affairs**” and must be submitted in the prescribed format within one week of the signing of rate contract.

Tender document for annual rate contract for computer peripherals & consumables

10. If the Supplier fails to furnish the required "**Bank Guarantee**" within the specified period, its EMD will be forfeited, and it shall be barred from participating in future tenders of the Ministry. The Bank Guarantee deposited by the Supplier shall be retained by the Ministry as 'Performance guarantee/security deposit' for the due fulfillment of the terms and conditions of the contract.
11. In case the supplier refuses or is unable to supply the item/s which is/are under the Rate Contract, the item/s will be purchased from open market and difference between Price under Rate Contract and market price will be recovered from the Bank Guarantee of the supplier.
12. If the replaced items supplied as per Clause 7 above are not found to be of the given specifications, the supply shall be rejected and the items will be purchased from open market and the difference between Price under Rate Contract and market price will be recovered from the Bank Guarantee of the supplier.
13. Suppliers would be responsible for immediate replacement of items found to be defective.
14. In case of loss sustained by the Ministry as a result of supply of defective items or supply of questionable quality of stores/deviation from given particulars/specifications or short delivery during the validity of the contract, the loss shall be recoverable from the Supplier out of the Bank guarantee.
15. The procurement of the above items would be purely 'on need' basis without any guarantee for any minimum quantity. Hence, the Ministry of External Affairs shall not be liable to procure any or all items included in the Rate Contract(s) with supplier during its validity.
16. The payment will be made within a reasonable period of time through a crossed Cheque payable at New Delhi, or by ECS if the amount exceeds Rupees five lakhs. No interest will be paid.
17. VAT will be applicable under the guidelines of Delhi Tax Department issued from time to time.
18. In case of repeated failure to supply items of given particulars / specifications or short deliveries or delays in supplies, the Ministry may unilaterally terminate the contract without giving any notice and realize the balance amount in the bank guarantee.
19. This Contract, which comes into force on the date of its execution, shall, unless terminated in accordance with clause 16 or by 30 days notice in writing served by either party upon the other, will continue to remain in force till ----- . However, in case the contract is terminated by the supplier, the balance amount in the bank guarantee will be realised by the Ministry.
20. There shall be no increase in the accepted rates during the period of the Contract. The price of the items shall in no event exceed the lowest price at which the supplier sells the items or offers to sell the items of identical description to any person/organisations or any department of the Central Government including this Ministry or any Department of the State Government or any statutory undertaking of the Central or State Government, as the case may be, during the period till performance of all Supply orders placed during the currency of the contract is completed.
21. If at any time during the said period, the supplier reduces the sale price, sells or offers to sell such stores to any persons/organisations or any Department of the Central/State Government or any statutory undertaking of the Central or State Government, as the case may be, at a price lower than the price quoted under the contract, he shall forthwith notify such reduction or sale or offer of sale to AO (Comp), Ministry of External Affairs & the price payable under the contract for the items supplied after the date of coming into force of such reduction or sale or offer of sale stand correspondingly reduced.
22. The Supplier shall furnish the following certificate to the Administrative Officer (Computer) along with each bill for payment for supplies made against the Rate Contract.

Tender document for annual rate contract for computer peripherals & consumables

"I/We certify that there has been no reduction in sale price of the Stores of Description identical to the Stores supplied to the Government under the contract herein and such Stores have not been offered/sold by me/us to any person(s)/organisation(s) including the purchaser or any Department of Central Government or any Department of a State Government or any statutory Undertaking of the Central or State Government as the case may be upto the date of the bill/the date of completion of supplies against all supply orders placed during the currency of the R/C at a price lower than the price charged to the Government under the Contract".

- 23. This is the entire Contract between the Parties and no alteration or amendment is valid unless signed by a person duly authorized by the Parties.
- 24. The Contract will be valid -----, unless renewed with mutual consent.
- 24. Disputes, legal matters, court matters, if any, shall be subject to New Delhi Jurisdiction only.

IN WITNESS THEROF THE ABOVE MENTIONED PARTIES HAVE PUT THIR SIGNATURES ON THIS DAY OF TWO THOUSAND

Witness for Supplier

Authorized Signatory of Supplier

Witness for MEA

Authorized Signatory of MEA

Witness for OEM

Authorized Signatory of OEM