

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:
RANVIR SINGH
Email id:
ranvirsingh.dgsnd@nic.in

Rate Contract no. DMSOFTWARE/IT-1/RC-711I0000/0816/81/OA631/1571
Dated 05-NOV-15

To,

NAESYS DIMENSIONS SOLUTION PRIVATE LIMITED
293, Kehar Singh Estate, 4th floor, Westend Mard,
Said-ul-Ajab
NEW DELHI

Sub: Rate Contract for supply of Data Management Software
Validity: From 05-NOV-15 To 31-OCT-16 .

Ref:(1) This Office Tender Enquiry No. DMSOFTWARE/IT-1/RC-711I0000/0816/81
Opened on 20-AUG-15.
(2) Your Quotation No. 8016 And Dated
20-AUG-15.

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

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

1. Rate Contract No.: - DMSOFTWARE/IT-1/RC-711I0000/0816/81/OA631/1571

Dated 05-NOV-15 For the Supply of Data Management Software

2. Advance Rate Contract No.: -

Dated

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

NAESYS DIMENSIONS SOLUTION PRIVATE LIMITED

293, Kehar Singh Estate, 4th floor, Westend Mard,

Said-ul-Ajab

NEW DELHI

DELHI - 110030

Tel. No. - 09971232959, 09818417438

Fax -

Email - sanjeev@naesys.com, info@naesys.com

(b) Name and Full Address of Manufacturer :-

M/s. HUMANITICS DIMENSIONS SOFTWARE PVT. LTD.

293 Kehar Singh Estate, Westend Marg,

New Delhi 110030

(c) Brand: HUMANITICS

4. Validity of Rate Contract: 05-NOV-15 To 31-OCT-16

5. Description of Item, Specification, Unit, Rate

Item No.	Model No.	Store Description	Tax			Unit	Rate (in Rs)
			ED	ED%	CST/VAT		
21	HUMANITICS DIMENSIONS /Desktop Client Professional (Pack 10 Users)	Document Management Software		N.A	Excl.	NOS.	440000 Rs. FOUR LAKHS FORTY THOUSAND ONLY
			Min.Order Qty(in unit):- 1	Lead Time(in days):- 30			Rate of Supply(monthly):- 15
22	HUMANITICS DIMENSIONS /Web Client for Search/Retrival (Pack of 100 Org Users)	Document Management Software		N.A	Excl.	NOS.	352000 Rs. THREE LAKHS FIFTY-TWO THOUSAND ONLY
			Min.Order Qty(in unit):- 1	Lead Time(in days):- 30			Rate of Supply(monthly):- 15

23	HUMANITIC Document Management Software DIMENSIONS /Web Client Professional (Pack of 100 Org Users)	Description: ITEM NO. 3	NOS.	792000 Rs. SEVEN LAKHS NINETY- TWO THOUSAN D ONLY
		N.A	Excl.	5
	Min.Order Qty(in unit):- 1	Lead Time(in days):- 30	Rate of Supply(monthly):-15	
24	HUMANITIC Document Management Software DIMENSIONS /Connector for 3rd Party Application Access (Per Server)	Description: ITEM NO. 4	NOS.	792000 Rs. SEVEN LAKHS NINETY- TWO THOUSAN D ONLY
		N.A	Excl.	5
	Min.Order Qty(in unit):- 1	Lead Time(in days):- 30	Rate of Supply(monthly):-15	
25	HUMANITIC Document Management Software DIMENSIONS /Enterprise DMS Server (Per Server)	Description: ITEM NO. 5	NOS.	1232000 Rs. TWELVE LAKHS THIRTY- TWO THOUSAN D ONLY
		N.A	Excl.	5
	Min.Order Qty(in unit):- 1	Lead Time(in days):- 30	Rate of Supply(monthly):-15	
26	HUMANITIC Document Management Software DIMENSIONS /Enterprise Workflow and eForms Server (Per Server)	Description: ITEM NO. 6	NOS.	1232000 Rs. TWELVE LAKHS THIRTY- TWO THOUSAN D ONLY
		N.A	Excl.	5
	Min.Order Qty(in unit):- 1	Lead Time(in days):- 30	Rate of Supply(monthly):-15	

6-Terms of Delivery:

Free delivery at site (i.e. at consignees place) including installation and commissioning at user's site.

7-Excise Duty:

Excise Duty not applicable

8-Sales Tax:

Service Tax Extra @ 14%

CST/VAT Extra @ 5%

9-Delivery Period:

Lead time is 30 days and thereafter Rate of Supply(monthly) is as mentioned against each item.

10(a)-Annual Turnover:

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

Without Any Limit

11-Payment Terms: 80% against supply of stores and provisional receipt of stores by consignee, and balance 20% on acceptance of stores by consignee within 60 days of receipt of stores.

Note: Performance Bank Guarantee(PBG) of 10% of the total supply order value shall be taken by consignees / indentors (order placing authority). PBG shall be valid for a period of three months beyond expiry of Guarantee / Warranty period to safeguard the Govt. interest towards Guarantee/Warranty obligations.

12-Slab Discount Clause:

13-Prices:

FIXED

14-Quantity Offered:

As mentioned against each item.

15-Minimum Quantity in Single Supply Order:

16-Minimum order Value in Single Supply Order:

0

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:

20-Quality Assurance Officer/Inspecting officer:

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

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).

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 indenter 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,debaring 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 indenter 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.

25.DGS&D reserves the right for pre-dispatch inspection at manufacturer"s premises or consignee end inspection after receipt of stores or at both places,at the option of indentors.

26.Jurisdiction/Arbitration Clause

a)Jurisdiction will be the place of issue of the rate contract.Sole Arbitrator will be appointed by DG(S&D).For details refer Clause-23 of DGS&D-1001.Further,where the Contract/Rate Contract is governed by DGS&D arbitration clause,the dispute cannot be referred by the supplier or entertained by Facilitation Council or any other Adjudicating Forum.

b)The arbitrary as appointed under provisions of para 18.1.1 of DGS&D Mannual shall adjudicate only on the disputes arising out of interpretation of terms & conditions stipulated in Rate Contracts.For settlement of disputes relating to execution of supply orders placed by various Direct Demanding officers (DDOs)/Indentors against DGS&D Rate Contracts, each DDO/INDENTOR shall himself nominate an arbitrator at the time of placement of supply orders,as per guidelines/instructions for appointment of arbitrator in indenting organisation.

c)DGS&D or its regional offices shall not be made a party in any dispute relating to execution of Supply Order placed by DDO/Indenter against DGS&D Rate Contracts including the case filed in MSME Facilitation Councils.

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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.

Special Terms & Conditions

- a) All order should be placed on Rate Contract holder only and not to any other vendor to ensure genuiness of the software.
- b) DGS&D inspection is not aplicable. No Inspection Note will be issued by DGS&D. The inspection and acceptance of software product will be undertaken by user department.
- c) These R/C items are proprietry in nature, hence there are no parallel R/C for the awarded products.
- d) DGS&D standard fall clause will be applicable on R/C holder and respective OEMs/Manufacturer.
- e) The text 'Description: ITEM NO. #' appearing against each item is irrelevant and it may be ignored.

SCHEDULE - C

List of Parallel Rate Contract For Data Management Software

Sr.No.	NAME & FULL ADDRESS OF FIRM	R/C NO & DATE
1	HINDI SOFTWARE SOLUTIONS E-131,3rd floor,Ganapathi Bhawan,Mohammadpur, New Delhi-110066 NEW DELHI DELHI 110066	DMSOFTWARE/IT-1/RC- 711I0000/0816/81/F0279/1566 05-NOV-15
2	INSPIRA ENTERPRISE INDIA PVT LIMITED 23, Level 2, Kalpataru Square, Kondivita Lane, off Andheri Kurla Road, Andheri E MUMBAI MAHARASHTRA 400059	DMSOFTWARE/IT-1/RC- 711I0000/0816/81/OA612/1569 05-NOV-15
3	CORPORATE INFOTECH PVT LTD A-16, LGF, Jangpura Extension New Delhi Ph. No. 1800116474(Toll free), 08588000116, 08588000117 Vikas Gupta - 09311962653 Vikas - 08376801125 DELHI DELHI 110014	DMSOFTWARE/IT-1/RC- 711I0000/0816/81/OA628/1567 05-NOV-15
4	SURYA TELECOM PVT LTD SCO-36, SECTOR-3, PANCHKULA-134112 Delhi Address: 202, 5 Pusa Road, Karol Bagh, New Delhi-110005 PANCHKULA HARYANA 134112	DMSOFTWARE/IT-1/RC- 711I0000/0816/81/NC050/1568 05-NOV-15
5	NAESYS DIMENSIONS SOLUTION PRIVATE LIMITED 293, Kehar Singh Estate, 4th floor, Westend Mard, Said-ul-Ajab NEW DELHI DELHI 110030	DMSOFTWARE/IT-1/RC- 711I0000/0816/81/OA631/1571 05-NOV-15

NOTE:

(1) Before placing supply order, DDOs are advised to check with DGS&D or on the website whether any further RCs have been awarded or amendments to Rate Contract have been issued.

(2) All the R/C particulars including prices in respect of individual R/C's are available on DGS&D website, which can be accessed by all. The access code of DGS&D website is <http://dgsnd.gov.in>.

ANNEXURE

Document Management Software

Specification :As per Firm's Specifications.

LIST OF ALL AMENDMENTS

For RC No. DMSOFTWARE/IT-1/RC-711I0000/0816/81/OA631/1571

Sr No.	Amendment No.	Amendment Date	Effective From	Amendment In
1	DMSOFTWARE/IT-1/RC-711I0000/0816/81/OA631/1571/57002	15-FEB-16	15-NOV-15	Amendment in Service Tax