

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

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Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

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Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-DL61344275896525M

29-May-2014 10:02 AM

IMPACC (IV)/ dl732103/ DELHI/ DL-D

SUBIN-DLDL73210319587669643421N

SHAKTI MARKETING ASSOCIATES

Article Others

Not Applicable

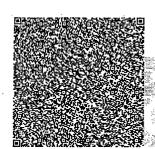
(Zero)

SHAKTI MARKETING ASSOCIATES

Not Applicable

SHAKTI MARKETING ASSOCIATES

(One Hundred only)



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Planning Commission Agreement for supply of different kind of HP Cartridges.

This agreement made on this 29 May 2014 between the President of India through Secretary, Planning Commission, Government of India, New Delhi represented by Shri Awinash Chandra, Under Secretary (G-II), Planning Commission, New Delhi (hereinafter referred to as the Buyer which expression shall unless excluded or repugnant in the context, be deemed to include their successors in office on one part and Supplier M/s. Shakti Marketing Associates, 27, Jain Mandir Market Complex, South Extension, Part II, New Delhi (hereinafter referred to as CONTRACTOR which expression shall unless excluded by or repugnant to the context, be deemed to include his survivors or other persons entitled to share including his heirs, executors, administrators, representatives, assignees or successors (in Office) on the other part

The authenticity of this Stamp Certificate savailable on the website renders it invalid.

New Delhi

The onus of checking the legitimacy is on the users of the

In case of any discrepancy please inform the Competent Authority

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REAS the Secretary, Planning Commission, New Delhi desires to entrust the job of supply of different kind HP Cartridges to Planning Commission, New Delhi on rate contract basis and invited tenders through newspaper/ website (s) etc. for the supply of different kind of HP Cartridges (and hereinafter known as THE SAID JOB).

(S)

AND WHEREAS THE CONTRACTOR has agreed and is in position to undertake the said job to the satisfaction of the BUYER. Now, it is hereby mutually agreed by and between the PARTIES hereto that the following **TERMS AND CONDITIONS** would be applicable:

- The contract shall be valid for an initial period of one year from the date of award of contract. The period of contract may be extended for another two years (total 03 years) on quarterly/half yearly/yearly basis subject to satisfactory performance of the Contractor. No request/claim for any hike of any kind in the approved rates would be entertained, under any circumstances, during the period of contract.
- 2. The normal delivery period for supply of the selected items would be a maximum of 02 days from the date of supply order is issued. All the models of cartridges are to be supplied within a period of maximum seven days (including holidays). The period can be shortened with prior notice, depending upon the circumstances. Supply should be strictly in accordance with the quality, specifications, dimensions, etc., as mentioned in the tender document (Annexure-II).
- 3. Order for items shall be placed on requirement basis. If the selected firm fails to deliver the Cartridges or replace the defected/spurious items within permissible period, a penalty @ Rs. 1000/- per day or charges that may be required to be paid to an outside agency by the Commission, for the desired cartridges, whichever is higher, shall be adjusted against the firm's pending bills.
- 4. The firm would be required to deliver the goods at their own cost at the premises of Yojana Bhavan, Sansad Marg, New Delhi and Office of Economic Advisory Council to the Prime Minister, Vigyan Bhavanat Maulana Azad Road, New Delhi. The Ratesfor supply of genuine HP BRAND cartridges are agreed upon as under, on the basis of the rates as arrived at through the said tendering process:

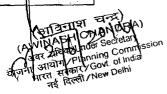
SI. No.	Particulars	Rate / Unit
		(inRs.)
1.	HP 6615 Ink Jet Cartridge	1050/-
2,	HP 1823 Dilnk Jet Cartridge (1917) - Specification (1917)	1640/-
3.	HP CB 335 ZZ Ink Jet Cartridge	700/-
4.	HP CB 337 Ink Jet Cartridge	790/-
5.	HP 860-A (Black) Ink Jet	700/-
6.	HP 861-A (Colour) Ink Jet	790/-
7.	HP CE 278-A Laser Jet Cartridge	3450/-
8.	HP CE-255-A Laser Jet Cartridge	7300/-
9.	HP Q 2612-A Laser Jet Cartridge	2998/-
10.	HP C 7115-A Laser Jet Cartridge	3010/-
11.	HP C 3906-F Laser Jet Cartridge	2900/-
12.	HP C 8061-X Laser Jet Cartridge	5900/-
13.	HP C 1338-A Laser Jet Cartridge	6000/-



(AWINASH GRANDRA)
(AWINASH GRANDRA)
जबर साव /Under Skoretary
जबर साव /Under Skoretary
जबर साव /Under Skoretary
जबर सरकार/Govi of India
भारत सिक्ता/New Ordin

	14.	HP C 1339-A Laser Jet Cartridge	6000/-
	15.	HP C 6511-A Laser Jet Cartridge	5900/-
	16.	HP C 5949-A Laser Jet Cartridge	3400/-
	17.	HP C 436-A Laser Jet Cartridge	2998/-
-	18.	HP C 364-A Laser Jet Cartridge	7200/-
	19.	HP C 9730-A Laser Jet Cartridge	9800/-
}	20.	HP C 9731-A Laser Jet Cartridge	13400/-
f	21.	HP C 9732-A Laser Jet Cartridge	13400/-
1	22.	HP C 9733-A Laser Jet Cartridge	13400/-
t	23.	HP Q 3970-A Laser Jet Cartridge	1000/-
-	24.	HP Q 3971-A Laser Jet Cartridge	3000/-
ľ	25.	HP Q 3972-A Laser Jet Cartridge	3000/-
r	26.	HP Q 3973-A Laser Jet Cartridge	3000/-
}	27.	HP Q 6000-A Laser Jet Cartridge	3800/-
\mid	28.	HP Q 6001-A Laser Jet Cartridge	4000/-
-	29.	HP Q 6002-A Laser Jet Cartridge	4000/-
	30.	HP Q 6003-A Laser Jet Cartridge	4000/-
}	31.	HP Q 3960-A Laser Jet Cartridge	3700/-
-	32.	HP Q 3961-A Laser Jet Cartridge	4200/-
	33.	HP Q 3962-A Laser Jet Cartridge	4200/-
_	34.	HP Q 3963-A Laser Jet Cartridge	4200/-
	35.	HP Q 3964-A Laser Jet Cartridge	6900/-
	36.	HP Q 7560-A Laser Jet Cartridge	6200/-
	37.	HP Q 7561-A Laser Jet Cartridge	5500/-
	38:	HP Q 7562-A Laser Jet Cartridge	5500/-
	39.	HP Q 7563-A Laser Jet Cartridge	5500/-
	40.	HP Q 7581-A Laser Jet Cartridge	8000/-
	41.	HP Q 7582-A Laser Jet Cartridge	8000/-
	42.	HP Q 7583-A Laser Jet Cartridge	8000/-
	43.	HP Q 5950-A Laser Jet Cartridge	7000/-
	44.	HP Q 5951-A Laser Jet Cartridge	10000/-
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45.	HP Q 5952-A Laser Jet Cartridge	10000/-
46.	HP Q 5953-A Laser Jet Cartridge	10000/-
47.	HPCC 530-A Laser Jet Cartridge	5630/-
48.	HPCC 531-A Laser Jet Cartridge	5400/-
49.	HPCC 532-A Laser Jet Cartridge	5400/-
50.	HPCC 533-A Laser Jet Cartridge	5400/-
51.	HPQ 7551-A Laser Jet Cartridge	5900/-
52.	HPCE 250-A Laser Jet Cartridge	5950/-
53.	HPCE 252-A Laser Jet Cartridge	11700/-
54.	HPCE 253-A Laser Jet Cartridge	11700/-
55.	HPC 9396-A Ink Jet Cartridge	1400/-
56.	HPC 9391-A Laser Jet Cartridge	1050/-
57.	HPC 9392-A Laser Jet Cartridge	1050/-
58.	HPCC 9393-A Laser Jet Cartridge	1050/-
59.	HPCC 388-A Laser Jet Cartridge	2700/-
60.	HP 920 Ink Jet Cartridge	800/-
61.	HP 862(CB316) INKJET	520/-
62.	HP 862(CB317) INKJET	500/-
B 3.	HP 862(CB318) INKJET	480/-
64.	HP 862(CB319) INKJET	480/-
65.	HP 862(CB320) INKJET	480/-
66.	HP CE 310A	. 2400/-
67.	HP CE 311A	2600/-
68.	HP CE 312A	2600/-
69.	HP CE 313A	2600/-
70.	HP CB 540A	3200/-
71.	HP CB 541A	2950/-
72.	HP CB 542A	2950/-
73.	HP CB 543A	2950/-

5. This Office shall not be responsible for any financial loss or other injury to any person deployed by the successful bidder in the course of their performing the duties to Yojana Bhavan, Planning Commission and

New Delhi

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Le of Economic Advisory Council to Prime Minister, New Delhi in connection with purchase order/supply order for Cartridges.

- 6. In the event of failure to accept the Offer of Contract and submission of Performance Security Deposit by the successful bidder within due date(s) for whatsoever reasons(s), Earnest Money Deposit submitted by the bidding Company/Firm/Agency shall be forfeited.
- 7. Non-satisfactory service during the period of contract may lead to forfeiture of Performance Security Deposit and cancellation of contract. If any fake/spurious/duplicate product is supplied and the same is detected/proven beyond doubt, the contract may be cancelled forthwith, without any further reference being made to the Contractor.
- 8. The Competent Authority in the Planning Commission would, at his/her own discretion, be free to annul the contractual agreement if the supplies are not made on time or the items/articles supplied by the firm are deficient in quality in any way or found not upto the mark.
- 9. Payment will be made by Electronic Clearing System (ECS) after successful delivery of goods. The bills raised by the selected firm should have all tax registration numbers printed on bills. Validity of the tax registration during the currency of contract shall be the sole responsibility of the firm. The bill should be inclusive of all permissible taxes.
- 10. The Contractor shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of the Buyer.
- Any controversy or dispute arising out of this contract shall be referred to the sole arbitration of Adviser (Admn.) or any Joint Secretary level officer of the Planning Commission, New Delhi or to any officer nominated by him/her. There shall be no bar to the reference of dispute to the arbitration by such officer as nominated by the competent authority even though the said officer as an employee of the Planning Commission, New Delhi might have dealt with the matter earlier or expressed his opinion thereon. In case the arbitrator to whom the matter earlier is originally referred to is transferred or vacates his office or is enable to act for any reasons, the Joint Secretary level officer shall be competent to appoint another person as arbitrator, who shall be entitled to proceed with the reference, from the stage at which it was left by his predecessor. No person other than the one nominated by the Adviser(Admn.) shall act as arbitrator. The decision of the Adviser(Admn.) or the officer nominated by him shall be final and binding on the party/parties. The arbitration proceedings shall be held at an appropriate location in Delhi/New Delhi. The limitation for filling claim for arbitration is 180 days from the expiry of the contract period and in case no claim is filed within this period, it shall be presumed that there is no claim. The place of settlement of disputes shall be Delhi. In the case of settlement of dispute in the Court of Law, it will be in jurisdiction of Court at Delhi.
- 12. Subject to the above, the provisions of the Arbitration Act, 1996 or any statutory modification on enactment thereof and rules made there under and for the time being in force, shall apply to arbitration proceedings under this Clause.
- 13. The schemes offered by the OEM on the consumables will be the part of those consumables and shall be applicable to this contract, mutatis mutandis. In other words, if there is any scheme introduced by the OEM as regards any of the products covered under the instant contract, the benefits of the same would be made available by the contractor to the Buyers and any violation of the provision may lead to recovery of amounts equivalent to such benefits as should accrue to the Buyer Legitimately, from the payment due/to be made in future to the Buyer.
- 14. Any clause/terms and conditions as mentioned in the Tender Document (No.D-21018/3/2014-Genl.II dated 27th February,2014. The same is at Annexure-B below) would be a part of the instant contract even if the same is not mentioned above.

IN WITNESS WHEREOF the Contractor has hereinto set his hand Shri Awinash Chandra, Under Secretary, Planning Commission, New Delhi for and on behalf of the President of India has hereinto set his hand.

IN WITNESS THEREOF SHRI AWINASH CHANDRA, UNDER SECRETARY IN EXERCISE OF THE POWERS VEST IN HIM HAS SIGNED THE AGREEMENT FOR AND ON BEHALF OF THE PRESIDENT OF

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(AWITH And Secretary)
अवर सम्बर/Inder Secretary
अवर मार्गिया/Planning Commission
वोजना आमार्गिया/Planning of media

INDIA AND THE SHAKTI MARKETING ASSOCIATES SECOND PARTY HAS SET HIS HAND HERE UNDER THE DATE AND THE YEAR MENTIONED ABOVE.

Signature of Under

Planning Commission

Annexure A of the tender Document

(No.D-21018/3/2014-Genl dated 28th February)
(সালনা বিবাৰ (স্পাম ASH CHANDRA)
(AWINASH CHANDRA)
তাৰৰ বাবিশ্ব Junder Secretary
তাৰৰ বাবিশ্ব Junder Secretary
তাৰৰ বাবিশ্ব Junder Secretary
বানৰা আখাণ/Planning Commission
বানৰা মৰেন্দ্ৰবিশ্ব Junder Delhi
নধ্ বিল্কী/New Delhi

Authorized signatory of

with seal

New Delhi





INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-DL95334725362347M

21-Aug-2014 11:46 AM

IMPACC (IV)/ dl712103/ DELHI/ DL-DLH

SUBIN-DLDL71210388101712185165M

MITUSHI ELECTRONIC COMPONENTS PVT LTD

Article 5 General Agreement

NA

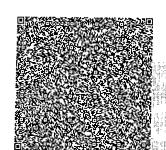
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MITUSHI ELECTRONIC COMPONENTS PVT LTD

PLANNING COMMISSION YOUNA BHAWAN

MITUSHI ELECTRONIC COMPONENTS PVT LTD

(One Hundred only)



Planning Commission Agreement for supply of different kind of Canon Cartridges.

This agreement made on this 23rd August 2014 between the President of India through Secretary, Planning Commission, Government of India, New Delhi represented by Shri Awinash Chandra, Under Secretary (G-II), Planning Commission, New Delhi (hereinafter referred to as the Buyer which expression shall unless excluded or repugnant in the context, be deemed to include their successors in office on one part and M/s. Mitushi Electronics Components Pvt. Ltd., G-5-6, Gagan Deep, 12, Rajendra Place New Delhi (hereinafter referred to as CONTRACTOR which expression shall unless excluded by or repugnant to the context, be deemed to include his

Statutory Alert:

For Mitushi Electron ats www.shcilestamp.com". Any discrepancy in the details on this Cartificate and as

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In case of any discrepancy of

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survivors or other persons entitled to share including his heirs, executors, administrators, representatives, assignees or successors (in Office) on the other part.

WHEREAS the Secretary, Planning Commission, New Delhi desires to entrust the job of supply of different kind of Canon Cartridges/Toners to Planning Commission, New Delhi on rate contract basis and invited tenders through newspaper/ website (s) etc. for the supply of different kind of Canon Cartridges (and hereinafter known as THE SAID JOB).

AND WHEREAS THE CONTRACTOR has agreed and is in position to undertake the said job to the satisfaction of the BUYER. Now, it is hereby mutually agreed by and between the PARTIES hereto that the following **TERMS AND CONDITIONS** would be applicable:

- The contract shall be valid for an initial period of one year from the date of award of contract. The period of contract may be extended for another two years (total 03 years) on quarterly/half yearly/yearly basis subject to satisfactory performance of the Contractor. No request/claim for any hike of any kind in the approved rates would be entertained, under any circumstances, during the period of contract.
- 2. The normal delivery period for supply of the selected items would be a maximum of 02 days from the date of supply order is issued. All the models of cartridges are to be supplied within a period of maximum seven days (including holidays). The period can be shortened with prior notice, depending upon the circumstances. Supply should be strictly in accordance with the quality, specifications, dimensions, etc., as mentioned in the tender document (Annexure-II).
- 3. Order for items shall be placed on requirement basis. If the selected firm fails to deliver the Cartridges or replace the defected/spurious items within permissible period, a penalty @ Rs. 1000/- per day or charges that may be required to be paid to an outside agency by the Commission, for the desired cartridges, whichever is higher, shall be adjusted against the firm's pending bills.
- 4. The firm would be required to deliver the goods at their own cost at the premises of Yojana Bhavan, Sansad Marg, New Delhi and Office of Economic Advisory Council to the Prime Minister, Vigyan Bhawan, Maulana Azad Road, New Delhi. The Ratesfor supply of genuine Canon BRAND cartridges are agreed upon as under, on the basis of the rates as arrived at through the said tendering process:

Sl. No.	Particulars	Rate / Unit (Rs.)
1	2	3
1.	Canon BX-3 fax machine ink jet cartridge	1600
2.	Canon FX-9 Fax machine toner cartridge for Canon Image Class MF – 4000/4100/L-230 sr. multifunctional machine	3000
3.	Canon L380, Fax Machine toner Cartridge	4700
4.	Canon FX-3 Cartridge for L-220/250 Fax machine	3450

अतिमाश चन्द्र) (AWNASH CHANDRA) अवर राग्विव/Under Secretary योजना आयोग/Planning Commission भारत सरकार/Govt. of India नई दिल्ली/New Delhi For Mitushi Electronic Components Pvt. Ltd.

Authorised Signatory

5.	Canon NPG-35(Black) toner for Canon IR -2880i/3080i Colour Photocopy Machine	3250
6.	Canon NPG-35(Cyan) toner for Canon IR-2880i /3080i Colour Photocopy	5580
7.	Canon NPG-35(Magenta) toner for Canon IR-2880i /3080i Colour Photocopy	5580
8.	Canon NPG-35(Yellow)Toner for canon IR -2880i/3080i colour photo copy	5580
9.	Canon NPG-35(Black) Drum for Canon IR-2882i/3080i Colour Photocopy Machine	9930
10.	Canon NPG-35(Cyan) Drum for Canon IR -2882i/3080i Colour Photocopy Machine	14550
11.	Canon NPG-35(Yellow) Drum for Canon IR -2882i/3080i Colour Photocopy Machine	14550
12.	Canon NPG-35(Magenta) Drum for Canon IR -2882i/3080i Colour Photocopy Machine	14550
13.	Canon NPG 37 Drum for copier	7000
14.	Canon NPG 28 Toner for copier	1300
15.	Canon NPG 28 Drum for copier	7780
16.	Canon NPG 26 Toner for copier	3340
17.	Canon NPG 26 Drum for copier	8090
18.	Canon NPG 51 Toner for copier	2020
19.	Canon NPG 51 Drum for copier	13300
20.	Canon NPG 52 (Black) Toner for copier	2738
21	Canon NPG 52 (Cyan) Toner for copier	6340
22.	Canon NPG 52 (Magenta) Toner for copier	6340
23	Canon NPG 52 (Yellow) Toner for copier	6340
24.	Canon NPG 52 (Black) Drum for copier	7560
25.	Canon NPG 52 (Cyan) Drum for copier	12290
26.	Canon NPG 52 (Magenta) Drum for copier	12290
27.	Canon NPG 52 (Yellow) Drum for copier	12290
28.	Canon NPG 56/57 Toner for copier	4350
29.	Canon NPG 56/57 Drum for copier	14690
30.	Canon PG-40 Ink Jet Cartridge	1010
31.	Canon PG-41 Ink Jet Cartridge	1260

- 5. This Office shall not be responsible for any financial loss or other injury to any person deployed by the successful bidder in the course of their performing the duties to Yojana Bhavan, Planning Commission and Office of Economic Advisory Council to Prime Minister, New Delhi in connection with purchase order/supply order for Cartridges/Toners.
- 6. In the event of failure to accept the Offer of Contract and submission of Performance Security Deposit by the successful bidder within due date(s) for whatsoever reasons(s), Earnest Money Deposit submitted by the bidding Company/Firm/Agency shall be forfeited.

(AVINASH CHANDRA) अवर सचिव/Under Secretary थोजना आयोग/Planning Commission भारत सरकार/Govt of India नई दिल्ली/New Delhi For Mitushi Electronic Components Pvt. Ltd.

Authorised Signatory

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- 7. Non-satisfactory service during the period of contract may lead to forfeiture of Performance Security Deposit and cancellation of contract. If any fake/spurious/duplicate product is supplied and the same is detected/proven beyond doubt, the contract may be cancelled forthwith, without any further reference being made to the Contractor.
- 8. The Competent Authority in the Planning Commission would, at his/her own discretion, be free to annul the contractual agreement if the supplies are not made on time or the items/articles supplied by the firm are deficient in quality in any way or found not upto the mark.
- Payment will be made by Electronic Clearing System (ECS) after successful delivery of goods. The bills raised by the selected firm should have all tax registration numbers printed on bills. Validity of the tax registration during the currency of contract shall be the sole responsibility of the firm. The bill should be inclusive of all permissible taxes.
- 10. The Contractor shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of the Buyer.
- Any controversy or dispute arising out of this contract shall be referred to the sole arbitration of Adviser (Admn.) or any Joint Secretary level officer of the Planning Commission, New Delhi or to any officer nominated by him/her. There shall be no bar to the reference of dispute to the arbitration by such officer as nominated by the competent authority even though the said officer as an employee of the Planning Commission, New Delhi might have dealt with the matter earlier or expressed his opinion thereon. In case the arbitrator to whom the matter earlier is originally referred to is transferred or vacates his office or is enable to act for any reasons, the Joint Secretary level officer shall be competent to appoint another person as arbitrator, who shall be entitled to proceed with the reference, from the stage at which it was left by his predecessor. No person other than the one nominated by the Adviser(Admn.) shall act as arbitrator. The decision of the Adviser(Admn.) or the officer nominated by him shall be final and binding on the party/parties. The arbitration proceedings shall be held at an appropriate location in Delhi/New Delhi. The limitation for filling claim for arbitration is 180 days from the expiry of the contract period and in case no claim is filed within this period, it shall be presumed that there is no claim. The place of settlement of disputes shall be Delhi. In the case of settlement of dispute in the Court of Law, it will be in jurisdiction of Court at Delhi.
- Subject to the above, the provisions of the Arbitration Act, 1996 or any statutory modification on enactment thereof and rules made there under and for the time being in force, shall apply to arbitration proceedings under this Clause.
- 13. The schemes offered by the OEM on the consumables will be the part of those consumables and shall be applicable to this contract, mutatis mutandis. In other words, if there is any scheme introduced by the OEM as regards any of the products covered under the instant contract, the benefits of the same would be made available by the contractor to the Buyers and any violation of the provision may lead to recovery of amounts equivalent to such benefits as should accrue to the Buyer Legitimately, from the payment due/to be made in future to the Buyer.

अवर राचिव/Under Secretary योजना आयोग/Planning Commission भारत सरकार/Govi of India नई दिल्ली/New Delhi

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For Mitushi Electronic Components Pvt. Ltd.

Authorised Signatory

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Any clause/terms and conditions as mentioned in the Tender Document (No.D-21018/4/2013-14. Genl.II dated 6th March, 2014. The same is at Annexure-B below) would be a part of the instant contract even if the same is not mentioned above.

IN WITNESS WHEREOF the Contractor has hereinto set his hand Shri. Awinash Chandra, Under Secretary, Planning Commission, New Delhi for and on behalf of the President of India has hereinto set his hand.

IN WITNESS THEREOF SHRI AWINASH CHANDRA, UNDER SECRETARY IN EXERCISE OF THE POWERS VEST IN HIM HAS SIGNED THE AGREEMENT FOR AND ON BEHALF OF THE PRESIDENT OF INDIA AND THE M/S MITUSHI ELECTRONIC COMPONENTS PVT. LTD. SECOND PARTY HAS SET HIS HAND HEREUNDER THE DATE AND THE YEAR MENTIONED ABOVE.

Signature of Und

Planning Commission

Annexure A of the tender Document

(No.D-21018/4/2013-Genl.II. dated 6th March, 2014)

For Mitushi Electronic Components Pvt. Ltd.

Signatory Authorised Signatory

with seal