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: SURENDRA SINGH Email Id: surendrasinghrwt1@gmail.com

 Rate Contract no.
 BAS/ES-4/RC-711D0000/1215/34/NC135/1425

 Dated
 04-FEB-15

To,

FORTUNA IMPEX PVT LTD. 8 HO CHI MINH SARANI 12D HARRINGTON MANSION KOLKATA 700 071 KOLKATA

Sub: Rate Contract for supply of Biometric Attendance Terminals and Devices for UIDAI Attendance System Validity: From 04-FEB-15 To 31-DEC-15 .

Ref:(1) This Office Tender Enquiry No. BAS/ES-4/RC-711D0000/1215/34 Opened on 09-DEC-14.
(2) Your Quotation No. 6386 And Dated 09-DEC-14.

Dear Sir,

You are hereby informed that your above refered tender read with subsequent letters mentioned above for the Stores specified in the Schedules annexed has been accepted. This rate contract will be governed by the terms and conditions brought in the Form no. DGS&D 1001 including DGS&D Arbitration Clause available from DGS&d sales counter on payment of Rs. 50/- The dispute cannot be referred by the contractor or entertained by facilitation Council or any other adjudicating forum. The Rate Contract and the schedules annexed here to shall be the sole repository of this Rate Contract/Transaction.

SCHEDULES ANNEXED

- 1. Schedule "A" Description of stores, prices, duties/taxes.
- 2.Schedule "B" special conditions of contract / Other information.
- 3. Schedule "C" Information to DDOs about parallel rate contracts.
- 4. Annexure Technical Specification
- 5. Schedule "D" Format of Letter of Authority

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Civil Ministries/Departments and UT Administration, except for M/o Defence, M/o Railways and D/o Posts, have been withdrawn with effect from 03.07.2012.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

Authority is to be sent to the Office of chief Controller of Accounts(Supply),D/o Commerce,16-A, Akbar Road Hutments, New Delhi-110011 by Speed Post under intimation to RC holder.Purchase Directorate concerned in DGS&D Headquarters and Inspecting Officer concerned.

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

Yours Faithfully,

() Assistant Director(S)/Section Officer/Dy.Director/DDG(S) For and on behalf of the purchaser named in the Form DGS&D 1001.

COPY TO:

1. The Chief Controller of Accounts, Department of commerce, New Delhi/ COA Mumbai/COA Kolkata,COA Chennai. (Through authentication cell) This issues with the approval of competent authority. 2.Deputy Director General of Supplies & Disposals, Chennai -10 copies each 3.Deputy Director General of Supplies & Disposals,Kolkata -10 copies each 4.Deputy Director General of Supplies & Disposals, Mumbai -10 copies each 5.Deputy Director General (QA), Kolkata -10 copies each 6.Deputy Director General (QA), Chennai -10 copies each 7.Deputy Director General (QA), Mumbai -10 copies each 8.Deputy Director General (QA), DGS&D -10 copies each 9.Inspection Authority ADG(QA) DGS&D New Delhi - 110001. 10.Quality assurance Officer Director (QA) Delhi Directorate/ Mumbai, Chennai/Kolkata. 11.Concurrent Audit 12.MIS Cell 13.Ledger clerk 14.O.L.Section 15.All Direct Demanding Officers as per mailing list maintained by DGS&D. 16.Concerned CQA(for defence item only)-As per Clause 19 of RC 17.Concerned SQAO(for defence item only)-As per Clause 20 of RC

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

)

SCHEDULE - A

- 1.Rate Contract No.:-BAS/ES-4/RC-711D0000/1215/34/NC135/1425 Dated 04-FEB-15 For the Supply of Biometric Attendance Terminals and Devices for UIDAI Attendance System
- 2.Advance Rate Contract No.:- Nil Dated
- 3.(a) Name and Full Address of the Firm :-

FORTUNA IMPEX PVT LTD. 8 HO CHI MINH SARANI 12D HARRINGTON MANSION KOLKATA 700 071 KOLKATA WEST BENGAL - 700071 Tel. No. - 9903992344, 913330084962 Fax -Email - info@fortunaindia.com

- (b) Name and Full Address of Manufacturer :-FORTUNA IMPEX PVT. LTD.
 P-1, Paratala Road, WEBEL INDL. Estate, Room No.105 and 107, Kolkata - 700088.
- (c) Brand: FORTUNA

4. Validity of Rate Contract: 04-FEB-15 To 31-DEC-15

5.Description of Item, Specification, Unit, Rate

Item No.	Model No.	Store Description					Unit	Rate (in Rs)	
		ED	ED%	CST/VAT	CST/VAT%	Service T	`ax		
	FORTUNA ABXS	A/IT Integrated Attendance Device Type - I		scription: Integr pe - I,Connectv		ce Device	NOS	. 8100 Rs. EIGHT THOUSAN D ONE HUNDRED ONLY	
-			Incl		Excl.	14.5			
		Min.Order Qty(in unit):-	10	Lead Time(in	days):-25	Rate of S	upply(m	onthly):-500	
5-Terms of Delivery:				Free delivery at consignee's premises including installation, commissioning and integration and thereafter trial run and training.					
7-Excise Duty:				Excise Duty	Excise Duty Inclusive.				
8-Sales Tax:				CST / VAT	CST / VAT Extra @ 14.5%				
9-Delivery Period: 10(a)-Annual Turnover:			As per Clau	As per Clause 5 2011-12 753.43 Lacs.					

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	2010-11 364.75 Lacs. 2009-10 283.27 Lacs.					
(b)-Monetary Limit(In Rs.):	Without Any Limit					
11-Payment Terms:	100 % payment against complete acceptance of the material by the consignee after due verification of quality and quantity. This process of verification shall be completed within a period of 60 days of the receipt of the consignement, failing which payment shall be released.					
12-Slab Discount Clause:	Applicable					
(Click here to see the details)	Value From To % Discount					
13-Prices:	FIXED					
14-Quantity Offered:	@ 500 Nos. per month basis.					
15-Minimum Quantity in Single Supply Order:						
16-Minimum order Value in Single Supply Order:						
17-Status of the RC Holding Firm:	LSI					
18-Paying Authority:	PAO,User Deptt					
	 (a)The payment to the suppliers in all the adhoc Contract (A/Ts) and / or Supply Order placed against DGS&D Rate Contracts shall be made directly by indentors i.e. order placing authotity through their concerned Pay & Accounts Offices only, instead of CCA(Supply) or its Regional Pay & Accounts Offices of Department of Commerce. (b)The payment to the supplier shall be paid by the indentors as per prescribed forms of payments including timelines for payments within 60 days of due date which must be ensured by the indentors.Delays,if any, in this regard would render the indentors responsible and not the DGS&D in any manner whatsoever. (c)Consequently,the requisite Departmental charges + prevailing Service Tax thereon shall be deposited by the respective Pay & Account offices (PAO) of the indentors directly to the Receipt Head Account of DGS&D as prescribed by CGA. (d)Indentors shall be directly responsible for any non- compliance/default for the afore-said provisions. 					
19-Inspection Authority:	For Civil ADG(QA),Jeevan Tara Building,Parliament Street New Delhi					
20-Quality Assurance Officer/Inspecting officer:	For Civil Office of the Director Of Quality Assurance Nizam Palace, 2 nd Ms Bldg, 234/4, Acharya J.C.Bose Rd Kolkata WEST BENGAL -700020 For stores procured against DGS&D Rate Contract the Inspection Officer would be: (i) User Departments/DDO/Consignee itself or any authority/agency appointed by them or (ii) Additional Director General (QA) in DGS&D (if					

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

M/s Fortuna Impex Pvt. Ltd., P-1, Taratala Road, WEBEL Indl. Estate, Room No.105 and 107, Kolkata-700 088

22-R/C is DDOs Operated:

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.

Yes

DDO shall download the supply order and send an ink signed copy to the concerned paying authority specified in the rate contract through Registered / speed post immediately after on-line placement of Supply Order(s).

23-Packing & Specification :

see annexure

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

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

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

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

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

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

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

() Asstt. Director (S) / Section Officer / Dy. Director For and behalf of the purchaser named in the Form DGS&D 1001.

All the R/C particulars including prices in respect of individual R/Cs are available on DGS&D website which can be accessed by all.The DGS&D website is http://dgsnd.gov.in

SCHEDULE - B

TEST REPORTS FOR REGISTRATION AND ACCEPTANCE OF GOODS:

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

RC Specification:1. Guarantee / Warranty : The warranty period shall be 24 months from the date of commissioning / demonstration and handing over to users where installation and commissioning is required with the following additional provision:- Once the user Department/Consignee states/writes that the goods supplied are defective/not functioning properly, it must be obligatory on the part of the supplier to immediately, not later than 7 days, attend to it by way of rectification/ repair or replacement of the goods, without any questioning or pretexts on any ground. There shall be no scope of questioning the user department/consignee or resorting to any kind of verification or joint inspection in this regards, pursuant to DGS&D Manual Correction Slip No.37 dated 18.12.2012.

SCHEDULE - C

List of Parallel Rate Contract For Biometric Attendance Terminals and Devices for UIDAI Attendance System

Sr.No.	NAME & FULL ADDRESS OF FIRM	R/C NO & DATE
1	FORTUNA IMPEX PVT LTD. 8 HO CHI MINH SARANI 12D HARRINGTON MANSION KOLKATA 700 071 KOLKATA WEST BENGAL 700071	BAS/ES-4/RC- 711D0000/1215/34/NC135/1425 04-FEB-15
2	ACCESS COMPUTECH PVT LTD 504/6, GIDC Estate, Makarpura, Baroda, Gujarat 390010 India	BAS/ES-4/RC-711D0000/1215/34/F0844/1423 31-DEC-14
	Ajay Sinha : 09327238565 Pankaj : 09811423619 GUJARAT 390010	
3	MICROMAX INFORMATICS LIMITED 90B, Micromax House, Sector 18, Gurgaon-122015 NEW DELHI DADRA NAGAR HAVE28	BAS/ES-4/RC- 711D0000/1215/34/OA604/1424 04-FEB-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

General Terms and Condition for empanelment of Vendors for Integrated biometric terminals, finger Print Devices, IRIS etc.

1. The Bidder should be a legal entity registered in India and be the original equipment manufacturer or its authorized distributor of the items as per T/E.

2. The empanelled vendor should undertake to preload client attendance software to be provided by UIDAI/NIC on the devices from time to time.

3. The vender shall provide repair, service and maintenance support for the devices in at least one location in all the states and UTs of the country either through themselves or tie-up with a third party(North Eastern/UTs including Sikkim may be treated as one unit for this purpose.Jammu and Kashmir shall have atleast two separate service centeres for this purpose). Spare parts of each model of these devices should be available for a minimum period of 5 years from the date of sale.

4. Type testing shall consist of Environmental tests and verification of all the features as per T/E specification .Type test certificates shall be from any lab under STQC Dte. Of Govt of India or from International Laboratory Accreditation Corporation (ILAC) or their worldwide affiliated/recognized labs or NABL approved labs as per the DoC Correction slip No. 38 dated 18-12-2012 of DGS&D Manual. Type test reports shall be required at the time of registration and inspection. Type test certificates shall be furnished by all the bidders as when requested to do so by the Purchaser, Indentor, Consignee etc.

The environmental tests shall be as under:-

a. Dry Heat Test: For 16 hrs. at a temp. of 50 degree C in accordance with IS:9000/part-3/section-5/1977(reaffirmed in 2007).

b. Cold Test: For 4 hrs. at a temp. of 0 degree C in accordance with IS:9000/part-2/section-4/1977 (reaffirmed in 2007).

c. Damp Heat (Cyclic) Test: For 2 Cycles of 24 h each at a temp. of 40 degree C & 95% RH in accordance with IS:9000/part-5/section-1/1981 (reaffirmed in 2007).

During last half an hour of each environmental conditioning as above and after recovery period of two hours the product shall be checked for 1:1 authentication using finger print scanner device or IRIS authentication device as the case may be .The authentication shall be successful.

If during the last half an hour of conditioning, the authentication test cannot be done within the chamber, the device can be taken out from the chamber and the performance can be checked with in 20 sec.

4. User Acceptance Testing shall be undertaken by the inspecting officers using the software and the biometric data provided by UIDAI/NIC.

5. Inspection and testing:

Bidders shall have the facilities at the place of inspection to carry out following tests on all items using finger print scanner or IRIS device as applicable, as biometric input and shall be done as part of acceptance testing:

Ability of the machine to take finger print/IRIS image shall be checked at 0 deg Celsius and at 50 deg Celsius and 40 deg 95% RH on one sample out of 100 devices offered for inspection.

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For this bidders preferably shall have suitable environmental chamber to condition the device to the specified temperatures/humidity conditions for at least two hours each and at each of these conditions the authentication performance shall be checked. If the test cannot be done within the chamber, the device can be taken out from the chamber and the performance can be checked with in 20 sec.

If the firms are not having suitable environmental chamber to condition the device to the specified temperatures/humidity conditions the random samples can be tested at any lab under STQC Dte. Of Govt., of India or at any International Laboratory Accreditation Corporation (ILAC) or their worldwide affiliated/recognized labs or NABL approved labs as per the DoC Correction slip No. 38 dated 18-12-2012 of DGS&D Manual

6. One sample out of 100 Nos. offered shall be subjected to drop test in packed condition from a height of 1M.The performance shall be satisfactory after this test.

7. SAR value of products wherever applicable shall be within acceptable range. (OEM certficate shall be furnished)

8. The devices/equipments shall be supplied along with software and performance of the equipment shall be checked along with software.

9. The Integrated terminal should support Edge/2G or 3G as applicable as per schedules and Wi-Fi / Ethernet Connectivity.

10. As per definition of domestic manufacturer of these devices in terms of DeitY Notification No 8(41)/2012-IPHW dated 22nd January 2013, the Domestic Manufacturer must submit an undertaking on notarized PMA Affidavit.

11. The products shall comply with all relevant Govt., notifications with all amendments up to date.

12. Product shall be ROHS compliant. Self declaration of OEM shall be furnished for the same.

Integrated Attendance Device Type - I

(Integrated Android Tablet and Single Fingerprint Scanner Device Housed in Rugged Casing)

I. Specifications of Android Tablet: Android Tablet with 7 inch screen

a)Processor- 1.0 GHz or above

b)RAM- 512 MB or above

c) Internal Storage- 4GB or above Expandable storage through micro SD, minimum 8 GBd)

d)USB Port- Minimum one Micro USB port and an optional additional USB Port (USB port should provide power supply to biometric device and support USB OTG)

- e) Front facing Camera with VGA resolution
- f) Internal Speakers
- g) 7" Capacitive touch screen and minimum 800x480 pixel resolution or above, 16 M Colors
- h) GSM SIM card slot
- i) Min. Battery backup up to 120 minutes
- j) SAR values within acceptable range
- k) Separate charging port on the tablet shall be available.AC adapter for 230V +or-10%,50Hz operation shall be provided.
- 1) Micro USB host cable Connectivity Requirements

m) Mandatory Edge /2G or 3G mobile data support as applicable as per schedule
 n) WIFi IEEE 802.11b/g/n OR LAN (Ethernet) interface OR both
 o)Software Requirements : Android 4.0 Operating System or Above
 p) Full featured Web Browser Application to be deployed on android tablet

will require rooted Android OS

(Vendor has to provide all necessary technical support for integration of their device drivers with the attendance software and associated UIDAI attendance applications.)

- II. Specifications for Single Fingerprint Scanner Device Specification: Single Finger Print Scanner Device for use with Android Tablet
- a. STQC certified Single Finger-Print biometric device for Aadhar Authentication with driver, in built template extractor software/SDK(mandatorily with license, if required)(STQC Certificate for the device must be submitted)
- b. API/SDK for Android (4.0 and above) platform.
- c. Device should be plug and play with any android(4.0 and above) tablet without need of any additional license to be deployed.
- d. The device should have integrated micro USB or standard USB type connector.
- e. Device must come with connector cables to allow connection of the device to micro USB and standard USB ports.
- f. Vendor has to provide all necessary technical support for integration of their device drivers with attendance software and associated UIDAI applications.
 (STOC Cortificate for the integrated bio_____metric device must be submitted

(STQC Certificate for the integrated bio- metric device must be submitted)

- III. Android Tablet and Single Fingerprint Scanner should be integrated in a rugged casing, The Rugged Casing should comply with the following:
 - i) The casing should be made of inflexible, solid material and can be of polycarbonate / thick plastic / acrylic / other tough material.ii) It should be of black colour and should have a glossy / matte finish.
 - This should be of black colour and should have a glossy / matter this
 - iii)Acrylic casings must have a thickness of at least 5 mm.
 - iv)Casing should be durable and should be able to withstand rough daily operational usage.
 - v)The casing should not suffer any damage or disfiguration on being dropped from a height of up to 2 meters .
 - vi)Tablet should be vertically oriented in the casing. This is important because the attendance application to be deployed is designed to run in vertical mode only.
 - vii)The casing should be designed to cover/hide the android task bar of the tablet. This is required to prevent misuse of any other functionality of the tablet.
- viii)The casing should have provision to access the power/reset button of the tablet. The access should be easy but controlled. The vendor thus should make arrangements to provide an external tool to perform the power on/off and/or reset function of the tablet through the casing.
 - ix)The fingerprint scanner should be ergonomically placed to support ease of usage for biometric attendance in standing posture of the users.

LIST OF ALL AMENDMENTS

For RC No. BAS/ES-4/RC-711D0000/1215/34/NC135/1425

NOTE: No Amendments issued till date 04-FEB-15