

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. TAB-COMP/IT-1/RC-71180000/0915/81/02581/4657
Dated 27-OCT-15

To,

GLOBUS INFOCOM LTD.
C-1/2, Safdarjung Development Area, New Delhi- 16
NEW DELHI

Sub: Rate Contract for supply of Tablet Computer
Validity: From 27-OCT-15 To 31-JAN-16 .

Ref:(1) This Office Tender Enquiry No. TAB-COMP/IT-1/RC-71180000/0915/81
Opened on 10-OCT-14.
(2) Your Quotation No. 5976 And Dated
10-OCT-14.

Dear Sir,

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

SCHEDULES ANNEXED

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

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.: -TAB-COMP/IT-1/RC-71180000/0915/81/02581/4657

Dated 27-OCT-15 For the Supply of Tablet Computer

2. Advance Rate Contract No.: - Nil

Dated

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

GLOBUS INFOCOM LTD.
C-1/2, Safdarjung Development Area, New Delhi- 16
NEW DELHI
DELHI - 110016
Tel. No. - 9971112890, 01126534059
Fax -
Email - ashish@globusinfocom.com

(b) Name and Full Address of Manufacturer :-

Marvalstar Scientific Technology Company Limited
4-5 floor, B1 Building, Xinhaosheng Dingfeng Technology Park
Fuyong Street, Baoan District, Shenzhen, China

(c) Brand: GLOBUS

4. Validity of Rate Contract: 27-OCT-15 To 31-JAN-16

5. Description of Item, Specification, Unit, Rate

Item Model No.	Store Description	ED	ED%	CST/VAT	CST/VAT%	Service Tax	Unit	Rate (in Rs)
3	Globus/TC 10D	Tablet Computers		Storage Capacity (in GB): 16, Connectivity: wi-fi and 3G, Display Size: minimum 10 inches			NOS.	9649 Rs. NINE THOUSAN D SIX HUNDRED FORTY-NINE ONLY
			N.A		Excl.	5		
Min.Order Qty(in unit):-		1	Lead Time(in days):-		30	Rate of Supply(monthly):-3000		
From Date FY1:	01-APR-14	DeitY DVA(%) FY 1:	30	Bidder DVA (%) FY1:	0	PMA: N		
From Date FY2:	01-APR-15	DeitY DVA(%) FY 2:	35	Bidder DVA (%) FY2:	0	PMA: N		
Country of Origin:	CHINA							

6-Terms of Delivery:

Free Delivery at site including installation and commissioning.

7-Excise Duty:

ED NA at present and will not be charged if it becomes applicable later on

8-Sales Tax:	Extra@ 5%.
9-Delivery Period:	Upto first 3000 Nos within 60 days, thereafter 3000 Nos per month.
10(a)-Annual Turnover:	2013-14 2674.59 Lacs
(b)-Monetary Limit(In Rs.):	Without Any Limit
11-Payment Terms:	80% against inspection of stores (wherever applicable) and provisional receipt of stores by consignee, and balance 20% on acceptance of stores by consignee within 60 days of receipt of stores. Note: Provisional Receipt of stores by consignee are to be given on copy no. 1 of the I-Note for initial payment of 80% may be followed by acceptance of stores certificate to be given by consignees on copy no. 2 & 5 of I-Notes for balance 20% payments.
12-Slab Discount Clause:	Applicable
13-Prices:	FIXED
14-Quantity Offered:	-
15-Minimum Quantity in Single Supply Order:	
16-Minimum order Value in Single Supply Order:	
17-Status of the RC Holding Firm:	LSI
18-Paying Authority:	PAO,User Deptt

(a)The payment to the suppliers in all the adhoc Contract (A/Ts) and / or Supply Order placed against DGS&D Rate Contracts shall be made directly by indentors i.e. order placing authority through their concerned Pay & Accounts Offices only, instead of CCA(Supply) or its Regional Pay & Accounts Offices of Department of Commerce.

(b)The payment to the supplier shall be paid by the indentors as per prescribed forms of payments including timelines for payments within 60 days of due date which must be ensured by the indentors.Delays,if any, in this regard would render the indentors responsible and not the DGS&D in any manner whatsoever.

(c)Consequently,the requisite Departmental charges + prevailing Service Tax thereon shall be deposited by the respective Pay & Account offices (PAO) of the indentors directly to the Receipt Head Account of DGS&D as prescribed by CGA.

(d)Indentors shall be directly responsible for any non-compliance/default for the afore-said provisions.

19-Inspection Authority:	For Civil ADG(QA),Jeevan Tara Building,Parliament Street New Delhi
20-Quality Assurance Officer/Inspecting officer:	For Civil Director(QA), Delhi Directorate, Jeevan Tara Building, 4th Floor, Sansad Marg New Delhi

DELHI -110001

For stores procured against DGS&D Rate Contract the Inspection Officer would be:

- (i) User Departments/DDO/Consignee itself or any authority/agency appointed by them or
- (ii) Additional Director General (QA) in DGS&D (if desired by user Departments/DDO/Consignee).

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

Globus Infocom Limited C- 1/2, Safdarjung Development Area, New Delhi-16

22-R/C is DDOs Operated:

Yes

With effect from First October two thousand eight (01-10-2008),all supply order(s) against this Rate Contract must be placed by Direct Demanding Officer(s) on-line through D.G.S&D web site (www.dgsnd.gov.in) (indentor's page) only. Supply order(s) in any other form placed on or after 01-10-2008 shall not be valid and shall not be acted upon by the contractor or any other concerned agencies.

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

23-Packing & Specification :

see annexure

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

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

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

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

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

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 (DD0s)/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/Indentor 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.

Other Information

GUARANTEE/WARRANTY CLAUSE: Stores shall confirm to guarantee/warranty clause for a period of 12 months from the date of commissioning / demonstration, as per clause 18 of Form no. DGS&D-1001. with the following additional provision:- Once the user Department/Consignee states/writes that the goods supplied are defective/not functioning properly, it must be obligatory on the part of the supplier to immediate, 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.

OCTROI DUTY AND LOCAL TAXES Normally the stores supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies against production of Exemption Certificate from authorised officers. Whenever required, the Contractors should approach the purchaser / Indentor / Consignee for the same in time along with despatch details to avoid payment of such local taxes or duties.

TERMS OF DELIVERY- Terms of Delivery are :Free delivery at site including installation and commissioning. For details of Terms of Delivery & Despatch instructions refer Clause-4 of DGS&D- 1001.

Paying Authority:- The Paying Authority against this R/C shall be as under:- (a) The payment of the supplier for all the Supply orders placed against DGS&D subject Rate Contracts awarded on the basis of this office Tender Enquiries for subject item 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 or due date which must be ensured by the indentors. Delays, if any, in this regard would render the indentors responsibility 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 & Accounts 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.

Inspection Authority:- As per correction slip No. 53 dated 10.09.2013, for all the stores procured against DGS&D Rate Contract, the inspection officer would be :- User Departments / DDO/Consignee itself or any authority/agency appointed by them OR Additional Director General (QA) in DGS&D (if desired by user Department / DDO/Consignee)

Inspection Authority:- As per correction slip No. 53 dated 10.09.2013, for all the stores procured against DGS&D Rate Contract, the inspection officer would be :-

User Departments / DDO/Consignee itself or any authority/agency appointed by them
OR

Additional Director General (QA) in DGS&D (if desired by user Department / DDO / Consignee)

The following slab discount quantity wise shall be applicable in the subject rate contract.

S.No	Slab Name	Slab From	Slab To	Discount (%)
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1	Ist Slab	25	50	0.05
2	2nd Slab	51	75	0.06
3	3rd Slab	76	100	0.07
4	4th Slab	101	125	0.08
5	5th slab	126	And above	0.10

SCHEDULE - C

List of Parallel Rate Contract For Tablet Computer

Sr.No.	NAME & FULL ADDRESS OF FIRM	R/C NO & DATE
1	MICROMAX INFORMATICS LIMITED 90B, Micromax House, Sector 18, Gurgaon-122015 NEW DELHI DADRA NAGAR HAVELI	TAB-COMP/IT-1/RC- 71180000/0915/81/OA604/4528 05-FEB-15
2	PANTEL TECHNOLOGIES PVT LTD E-33, Sector 63, Noida 201301 UP Contact person - Mr. Vinay Kwatra, E-mail - vinay.kwatra@pantel.in Mobile No. 09711154600 NOIDA UTTAR PRADESH 201301	TAB-COMP/IT-1/RC- 71180000/0915/81/F0854/4554 21-APR-15
3	DATAMINI TECHNOLOGIES (INDIA) LTD UNIT NO 101/ 104, SDF IV, SEEPZ, ANDHERI- EAST. MUMBAI - 400096 MUMBAI MANIPUR 400096	TAB-COMP/IT-1/RC- 71180000/0915/81/06643/4643 14-SEP-15
4	GLOBUS INFOCOM LTD. C-1/2, Safdarjung Development Area, New Delhi- 16 NEW DELHI DELHI 110016	TAB-COMP/IT-1/RC- 71180000/0915/81/02581/4657 27-OCT-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

(A) INSPECTION & TESTING :

1. For tablet, copy of type test certificate covering all parameters of technical particulars and environmental tests for EACH model shall be furnished at the time of registration and inspection.
2. Type Test reports shall be from International Laboratory Accreditation Corporation (ILAC) or their worldwide affiliated/recognized labs or NABL approved labs as per DOC Correction Slip No. 38 dated 18.12.2012 of DGS&D Manual.
3. In case of imported stores, the firm has to submit all the IMPORT documents relevant to the lot being offered for inspection.
4. For EVERY lot being offered for inspection, the firm has to furnish a declaration that the models being offered, on date, are NOT obsolete and there is no proposal to discontinue them during the warranty period, specified in the rate contract.
5. The firm must submit the test report and certificate from OEM regarding battery back up time and application performance of the Tablet being offered for inspection and registration.
6. Firms shall have facility to check performance of battery /battery back up time.
7. Tests to check application performance of the tablet.
8. Supplier shall 'preferably' have the following testing facilities for conducting following tests as part of acceptance tests on at least one piece out of every 100 pieces cumulative offered.
 - a. An ESD simulator of 8 KV to check ESD susceptibility of the tablet for 10 nos of 8KV air discharges.
 - b. Thermal chamber to check suitability of each configuration for the ambient temperatures at zero and 45 degrees C.

Tablet shall be kept at 0 deg celsius in 'ON' condition for 4 hours and functions of tablet shall be checked during this condition (if working cannot be checked when the tablet is in the chamber, tablet can be taken out from the chamber and with in 10 seconds of taking out the tablet functional tests shall be started). The results shall be satisfactory.

Tablet shall be kept at 45 deg celsius in 'ON' condition for 4 hours and functions of tablet shall be checked during this condition (if working cannot be checked when the tablet is in the chamber, tablet can be taken out from the chamber and with in 10 seconds of taking out the tablet functional tests shall be started).The results shall be satisfactory.

These tests can alternatively be conducted in an NABL approved/Indian Govt. laboratory, if the facilities for the same are not available with the firm.

9. ENVIRONMENTAL TESTS :

The Type testing shall consist of verification of all the features as per TE specifications and tests as per cl.(8)above & functional requirements including environmental tests. Type test reports shall be required at the time of Registration and Inspection. The environmental tests shall consist of following tests :

- a. Dry Heat : For 16 hrs. at a temp. of 45 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 zero degree C in accordance with IS:9000/part-2/section-4/1977 (reaffirmed in 2007).
- c. Damp Heat 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 2007).

After environmental test sequence as above and a recovery period of two hours, the product shall be checked for complete functional and feature verification, which should not show any deterioration in the performance before the environmental tests sequence.

11. Drop test shall be conducted on all the six surfaces of the packaging, with the system/ peripherals packed inside, by dropping the same from a height of 1 metre. The packaging should be able to withstand the test without any damage or malfunction. The test shall be conducted on at least one piece out of every 100 pieces cumulative offered.

Performance shall be checked after conducting drop test. The result shall be satisfactory.

(This test shall be the the part of Type Test certificate).

Tablet Computers

Specification :

- 1. Processor : 1 GHz Dual Core or higher
- 2. Memory RAM : 1 GB or higher(to be certified by OEM)
- 3. Internal Storage : 8/16/32/64/128/256 GB or better, as applicable.
- 4. Display : minimum 7.0 inches/minimum 7.85 inches/minimum 10.0 inches,IPS Panel as applicable.
- 5. Resolution : 1366X768 /1280x800 or higher.
- 6. Integrated Web Camera : Front camera of 1.2 Mega Pixel HD or better and Rear Web Camera of 5 Mega Pixel HD or better(to be certified by OEM)
- 7. Connectivity : a) Wifi 802.11a/b/g/n/
b) 3G/4G
c) GSM/EDGE
d) Bluetooth 4.0
- 8. GPS : Yes
- 9. Gyroscope : Yes
- 10. Keyboard : Virtual on screen
- 11. Operating System : Latest Version of suitable Tablet OS (Android Jelly Bean or Higher/IOS 7 or Higher/ Windows 8 Professional OEM Pack Pre-installed or Higher/
Any other suitable Tablet OS)
Operating System Manufacturer / OEM will certify that the Operating System quoted is the latest.
- 12. Power Supply : 230V, 50 Hz AC Supply. Suitable charger shall be supplied, Built-in rechargeable battery pack/battery suitable for min. 8 hrs operation with full HD video playback shall be available.
- 13. Protection cover : To be provided.
- 14. Weight : Less than 800 gms. with battery.
- 15. IPv6 compliant : Yes(to be certified by OEM)
- 16. Card Slot : External SD Card slot (Capable of supporting minimum of 8GB or higher).

LIST OF ALL AMENDMENTS

For RC No. TAB-COMP/IT-1/RC-71180000/0915/81/02581/4657

NOTE: No Amendments issued till date 28-OCT-15