

**Govt. of India**  
**Ministry of Commerce & Industry**  
**Department of Commerce**  
**Directorate General of Supplies & Disposals**  
**Jeevan Tara Building**  
**5, Sansad Marg New Delhi-110001**  
**Schedule To Tender Enquiry**  
**DGS&D Form-242**

Digitally signed by:  
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**Tender Enquiry No**      **AAKASH/IT-1/RC-711B0000/0215/81**

Time & Date of Receipt of Tender By 02:30 PM On 28-01-2014

Time & Date of Opening of Tender At 03:00 PM On 28-01-2014

Offer to remain valid for acceptance upto 29-04-2014

RC Period From : 01-03-2014 To 28-02-2015 (OR 12 months From the date of conclusion of RC)

Estimated Drawal (In Crores) Rs. 500

Cost of Bidding/e-Bidding Rs. 5000

(Rs 2000/- for estimated drawals upto Rs 10 Crores and Rs 5000/- for estimated drawals exceeding Rs 10 Crores for all bidders including SSI Units)

**The details of stores are as under : -**

Srno.	Description of Store	Rate/Unit
<hr/>		
<b>UNIT:NOS.</b>	<b><u>Aakash IV</u></b>	
	<b>Description</b>	
1	Aakash IV Tablet	

**Note : Detailed specifications as per Annexure'A' attached**

Cut Off Date For Performance : 31-12-2013

Special Note:-

1. Bidders are required to submit tenders online at URL <https://dgsndtenders.gov.in>. Necessary link for the same has been provided in the DGS&D website <http://www.dgsnd.gov.in>. No manual tenders shall be accepted against this tender enquiry.
2. Original of Demand Draft/postal orders/Tender Fee coupon, towards cost of purchase of tender documents, should be submitted in physical form so as to reach the office of issue of tender enquiry on or before of date of Tender opening.
3. To facilitate easy uploading, bidders are required to upload documents like Regn certificate, PAN No., BIS certificate, BEE certificate, C.O.P etc. in other Important Documents.
4. Questionnaire, if any, shall be uploaded in PDF format in Bid Cover Document under the category "Additional Document"
5. In case space provided in prescribed Excel Sheets for performance statement for "Cancelled Supply Orders" and "Details of Supply orders in support of Performance Statement" is not adequate, the same may be submitted in PDF format under "Additional Documents" in the "Bid Cover Content."
6. "Date and time of DGS&D server clock, as is also displayed on the dash board of the bidders, shall be taken as reference time for deciding the closing time of bid submission. Bidders are advised to ensure that they submit their bid within the due date and time of bid submission taking server clock as reference. No request on the account that the server clock was not showing the correct time and that a particular bidder could not

submit their bid because of this shall be entertained".

**For & on behalf of the purchaser  
named in the schedule**

## Schedule 1 Aakash IV

### Aakash IV Technical Specifications

#### Preface

Aakash is a series of Android-based tablet computers produced by an initiative of Ministry of Human Resource Development, Government of India. It is a low-cost tablet computer with a 7-inch touch screen. The device was developed as part of the country's aim to link 25,000 colleges and 400 universities in an e-learning program. The cost of basic version for a student was only Rs.1500 which was around USD35. In July 2010, Honorable Minister of Human Resource Development, Sri Kapil Sibal unveiled a prototype of Aakash, which was later given out to 500 college students to collect feedback. The tablet was officially launched as Aakash in New Delhi on 5 October 2011. Ministry of Human Resource Development, Government of India announced an upgraded second-generation model called Aakash 2 in April 2012. In this series, the new version of Aakash has been named as Aakash IV.

A Committee regarding continuous R&D and timely delivery of 'Aakash' was constituted by the Department of Electronics and Information Technology, Ministry of Communications and Information Technology, vide Order No.8(195)/2011-IPHW dated 22nd December, 2011. A Sub-Committee comprising of technical experts has prepared vendor neutral Technical Specifications of Aakash IV. These specifications have been developed with a view to have a device at a low cost. The Specifications of Aakash IV are as under.

#### Sl No

##### 1 Minimum Hardware Requirements

1.1 Processor Performance Specification should be as per Appendix-A with the latest benchmark apks (with the desired minimum/maximum scores)

1.2 Hardware accelerator for playing true HD720p with at least 30fps

1.3 Hardware accelerator should be capable of supporting OpenGL ES 2.0. Hardware accelerator performance should be as per specification given in Appendix-A with the latest benchmark apks (with the desired minimum/maximum scores)

1.4 Memory (RAM):1 GB LPDDR2/DDR3 SDRAM 1066 MT/S or better

1.5 Storage (Internal):4 GB or more integrated flash

1.6 Storage (External): Micro SD Card 2.0 (SD High Capacity) Interface (up to 32GB supported).

1.7 USB Interfaces:

The tablet must support one of the following three formats (A), (B) or (C). Option (B) will not be an acceptable option in case the tablet power adapter/battery charger uses micro-USB interface.

(A) One non-powered USB OTG Micro-AB Receptacle (USB 2.0 Compliant) and one powered USB Type A Standard Receptacle (USB 2.0 Compliant).

(B) One powered USB OTG Micro-AB Receptacle (USB 2.0 compliant) along with an external non-powered USB hub to provide interface to up to 2 devices.

(C) One powered USB OTG Micro-AB Receptacle and one non-powered USB OTG Micro-AB Receptacle (both USB 2.0 compliant).

The powered USB ports (type A or micro) must be able to interface to external non-powered USB hub. All USB ports (powered or non-powered) must be able to interface to an external powered USB hub. In case, the charging option for the tablet is provided through USB Micro-AB port, the charging port on the tablet must also be usable as data port.

USB ports should be reliable and of high quality. USB port manufacturer's name and its quality certification should be provided.

1.7.1 The powered USB port must be able to source up to 500mA current to attached devices.

1.7.2 Support for the following external devices

1. USB Storage Device

2. Keyboard

3. Mouse

4. USB Hub

5. All popular 2G and 3G Phone / Data Connectivity Dongles in India

6. USB to Ethernet adaptors

7. USB Printers

1.8 USB and SD card should be detected and be able to work simultaneously. Should support file browsing facility

1.9 USB should be able to support USB mouse and USB keyboard simultaneously through external USB Hub

1.10 Combined Audio-in and Audio-out: 3.5 mm jack (Order: Tip, Ring, Microphone, Ground) for connecting stereo headphones and integrated speaker(s) as well as for external microphone and integrated microphone. Speaker section capable of generating at least sound of 85 dB +/- 3dB in the frequency range of 20 Hz and 20000 Hz. Microphone section capable of receiving minimum sound of -45 dB +/-4dB in the frequency range of 300 Hz to 3400 Hz

1.11 Display and Resolution: 7" LCD display with at least 800x480 resolutions with 16 bit or higher colour depth. LCD brightness should be a minimum of 250 cd/m<sup>2</sup>, and its contrast ratio should be a minimum of 500.

1.12 Input Devices: 7" multi-point projective capacitive touch with a minimum capability of five simultaneous touches

1.13 Connectivity and Networking

1.13.1 WiFi IEEE 802.11 b/g/n

1. Portable Wi-Fi Hotspot functionality

2. Maximum transmit power >= 15 dBm

3. Minimum receive sensitivity <= -83 dBm

4. Maximum TCP data rate >= 25 Mbps (for both upload and download)

5. Performance base line: Sustaining throughput >= 1 Mbps for 2 hours of line of sight distance between tablet and Access Point being 30 m

1.13.2 Bluetooth (Version 2.1 Class 2 or better) IEEE 802.15.1

1. Certification is to be obtained as per Bluetooth SIG

2. All Bluetooth Profiles supported by the Android should be enabled

1.13.3 GSM network connectivity

1. Through a SIM insertable in to the Tablet

2. 2G GSM, GPRS, EDGE Connectivity

3. Frequency of operation: GSM 900 and GSM 1800 minimum

4. Transmit power exceeding 30dBm

5. Talk time: 5 hours minimum (LCD in standby mode, Audio speaker at a volume of 60dB and WiFi off)

6. Performance baseline: Sustained throughput of more than 40kbps for GPRS download, 10kbps for GPRS upload, 192kbps for EDGE for 2 hours of line of sight distance between tablet and GSM base station of 1km (max).

1.14 Power and Battery

1.14.1 Battery

1. Battery Capacity: Minimum 3 Hrs for online 720p video playback (LCD with a brightness of 250 cd/m<sup>2</sup>, Audio speaker at a volume of 85 dB, WiFi ON with a receive signal strength between -65 dBm and -70 dBm), Minimum 4 Hrs for offline video playback (LCD with a brightness of 250 cd/m<sup>2</sup>, Audio speaker at a volume of 60 dB, WiFi OFF), Minimum 5 Hrs on web browsing (LCD with a brightness of 250 cd/m<sup>2</sup>, Audio speaker at a volume of 60 dB, WiFi ON with a receive signal strength between -65 dBm and -70 dBm, Cumulative 80MB download through repeated web page load over 5 hrs), 6 Hrs on e-reader (LCD with a brightness of 250 cd/m<sup>2</sup>, Audio speaker at a volume of 60 dB, WiFi OFF)

2. Battery Charging: Should be able to charge from AC from 10% to 80% of battery capacity within 2 hours from external power adapter when the tablet is switched OFF, support charging from USB port or from DC power port with receptacle compliant to EIA-J-02 (standardizing on power connector). Two colour LED indication for charging and full charge.

3. Battery Life:

a. At 25 degree centigrade, battery should have a life of 600 cycles or 2 years (whichever is earlier) with a minimum left over battery capacity of 50%.

b. Capacity to be >= 80% at the end of 300 charge cycles, Capacity to be >= 50% at the end of 600 cycles (One cycle consists of standard charging, resting for half an hour, discharging with LCD with a brightness of 250 cd/m<sup>2</sup>, Audio speaker at a volume of 85 dB, WiFi ON with a receive signal strength between -65 dBm and -70 dBm until the tablet is turned OFF).

4. Self discharge: Battery charge should be >= 90% even after 30 days (when the tablet is turned OFF)

5. Safety: Should comply with IEC 62133 : 2002

6. Battery Warranty: 1 year

7. Battery Datasheet: Manufacturer of the Aakash tablet is to provide battery data sheet provided by manufacturer of battery.

8. Short circuit and over charge protection capability.

1.14.2 Battery Charger

1. AC input plug: 2-pin Plug (Compliant to Indian Standard)

2. Input voltage range: 100-270V AC
3. AC frequency: 50/60 Hz
4. Cable length:  $\geq 1$  m
5. DC output plug: One number compliant to EIA J-02 or Micro USB
6. Nominal DC output voltage: 5 V
7. Safety and compliance: IS13252
  - 1.15 3-Axis Accelerometer
    - 1.15.1 Number of axis: 3
    - 1.15.2 Orientation change response time for home screen:  $\leq 3$  seconds
    - 1.15.3 Orientation change response time for browser:  $\leq 3$  seconds
    - 1.15.4 Range (m/s<sup>2</sup>) :  $\geq 19.6$  (Using Z-device or android sensor tool box application. Equivalent to  $\pm 2g$ )
  - 1.16 Drivers for Phone Functionality
  - 1.17 Data functionality with optional external dongle for 3G networks
  - 1.18 Video/Photo Camera (front facing) with a resolution of 0.3 M Pixel (VGA) or higher
  - 1.19 Warranty against manufacturing defect of all parts (except battery) for two years. Breakage, wear and tear, water/liquid spill damages are excluded from the warranty.
  - 1.20 Protective LCD screen guard
  - 1.21 Hardware reset (for example through pin-hole, or through long press of power-on key) to reboot the tablet
  - 1.22 Buttons: Power, Volume up and down.
    - 1.22.1 Short press of power button for Sleep Mode, long press of power button for shut down options
    - 1.22.2 Advanced Android recovery option possible through key combination (Volume up and down for navigation and power button for selection).
  1. Reboot system now.
  2. Wipe data / Factory reset.
  3. Apply Android OS update from external SD Card.
  4. Backup user data.
  5. Restore user data.

## 2 Minimum Software Requirements

Sections 2.1 through 2.6 apply only for Android. Section 2.7 applies only for GNU/Linux.

### 2.1 Operating System, System Software.

2.1.1 An open source operating system complying with an Open License approved by the Open Source Initiative (OSI)

1. Default installed OS should be latest Android stable version (At the time of drafting this specification, it is Android 4.2.1 (Jelly Bean))
2. Dual bootable (through external SD Card) GNU/Linux distribution. Refer section 2.7 for additional OS (Linux) specification.

2.1.2 Open source generic device drivers (for both in-built hardware including Modules/ICs, touchscreen, and external peripherals mentioned in Sec. 1.7.2) for Android should be made available. The device drivers need to be enabled at kernel level.

2.1.3 File Manager / File Browser with capabilities to archive and extract files and folders

2.1.4 Open GL ES 2.0 Support

2.1.5 Maximum cold boot time of 35 seconds

2.1.6 Maximum switching time of 5 seconds between the applications Antutu (Version 3.0.3) and Nenamark (Version 2.4) as per the provided script.

2.1.7 Maximum image (PNG, 720p with 3M minimum file size) rendering time of 2 seconds on clicking the file in the file manager

2.1.8 Maximum video (H.264, 720p with 100 M minimum file size) rendering time of 5 seconds on clicking the file in the file manager

2.1.9 Android DRM support should be enabled.

2.1.10 All `User` as well as `System` applications should have writable permission to an external storage (external SD card).

### 2.2 Document Support

2.2.1 Rendering and editing of document formats: DOC, DOCX, PPT, PPTX, XLS, XLSX, ODT, ODP, ODS

2.2.2 PDF viewer

2.2.3 Text-editor and basic note taking application

2.2.4 E-book reader should support formats such as .epub and .pdf

2.2.5 Most commonly used Indian Languages/Scripts read/edit capabilities

1. Read and edit capabilities of Indian Languages Hindi, Kannada, Telugu, Malayalam, Tamil, Marathi, Gujarati, Punjabi, Bengali, Oriya, Bihari, Assamese, Bishnupriya, Manipuri, Urdu, Sanskrit, Devanagari scripts and languages, and new scripts and

Indic languages at OS level in the latest OS and right in the rendering engine

2. Virtual keyboard (such as MultiLing) should be pre-installed for above languages and scripts at OS level or at Application level

3. Should have Unicode support at OS level

4. Default language/script should be set to English by Manufacturer. If necessary, user can set to different default language/script from the Settings panel.

2.2.6 20 KB (all text) word document(2007) to be opened in 5 seconds from the file manager

2.3 Multimedia and Image Display

2.3.1 Image-viewer supporting PNG, JPG, BMP, TIFF and GIF display

2.3.2 Media software with the following playing and recording capabilities

1. Audio Formats: MP3, AAC, WAV

2. Video Formats: MPEG-2, MPEG-4, AVI, 3GP

3. Should be able to play at-least 720p. Should be able to play at a minimum speed of 30 fps

2.4 Communication and Internet

2.4.1 Web-browser (HTML 5(with audio and video tags support), xHTML 5 compliant, JavaScript 1.8 compliant)

2.4.2 Audio/Video/Text Chat Conferencing (minimum three way) applications

2.4.3 Separate application for online video (capable of playing at least YouTube video)

2.4.4 E-mail client with POP, IMAP, SMTP

2.4.5 Calendar

2.4.6 Default time zone (set to IST) and default language (set to English) pre-configured at the factory

2.5 Other utilities

2.5.1 Scientific Calculator is to be pre-installed

2.5.2 File compression & decompression utility as part of the file manager and standalone

2.5.3 Google Play and accessibility tool (similar to talkback) should be pre-installed.

2.6 Developer Support

2.6.1 All developer options supported by the Android OS to be made available

2.6.2 ADB via USB and Wifi to be supported. ADB developer options need to be enabled.

2.6.3 Device drivers for connecting the Tablet to a PC in developer mode (USB debugging) to be provided for the following OS ; Windows XP/Vista/7/8

2.6.4 Desired applications (including talkback) should be certified with Aakash Market Place and drivers need to be preloaded by the manufacturer. ADB developer option needs to be enabled. Any application that is capable of opening and editing docs (doc, docx, ppt, pptx, xls, xlsx, odt, ods, odp) need to be pre-installed.

2.6.5 Factory reset through software settings

2.7 Additional OS: [Dual bootable (through external SD Card) GNU/Linux distribution]

2.7.1 A stable Linux kernel with all supporting drivers for tablet hardware (including touchscreen). Vendor to provide the distribution with complete source that works with the tablet.

2.7.2 Kernel should include drivers for generic printers, USB pen drive, USB mouse, USB keyboard, USB hub, USB to serial, USB-CDC network drivers, 3G-Modems, webcams

2.7.3 The device drivers need to be enabled at kernel level.

2.7.4 A GNU/linux distribution such as Ubuntu 12.04 LTS or Fedora 18 or Debian 7 (Wheezy). Higher versions are also acceptable.

2.7.5 Linux distribution should support full hardware acceleration with OpenGL and Direct rendering (DRI2)

2.7.6 Battery status indicator with functional sleep mode (power saving mode, screen turns off)

2.7.7 Web browser with Java support (through plugin)

3. Mechanical and Environmental Specification

3.1 Weight should be less than 500g

3.2 Width, height and thickness should be less than 7.5 $\pm$ , 5 $\pm$  and 0.6 $\pm$  respectively.

3.3 Ambient operating temperature: 0 to 50 degree Celsius

3.4 Storage temperature: -10 to 65 degree Celsius

3.5 Operating humidity: 0% to 90% (Non-water vapour condensing). Humidity resistance for 95% humidity exposure for 10 hrs under power off conditions.

3.6 Maximum tablet temperature during non-charging operation should be  $\leq$  45 degree Celsius at a room temperature of 25 degree Celsius

3.7 LCD touch screen withstanding a pressure of 100 gm/cm<sup>2</sup> over full screen. Finger test of 3.14cm<sup>2</sup> to be applicable at any point on the screen.

3.8 Scratch resistant screen for pencil/pen marks: No scratches for 0.25mm<sup>2</sup> tip (steel material) exerting at 50gm/cm<sup>2</sup> and moving at a speed of 1 m/s

3.9 Bending of device: Minimum of 0.25mm/100mm

3.10 Impact resistance of 0.5J for casing and 0.22J for display. Corner impact resistance of 1J. Tests shall be carried out using the impact hammer.

3.11 The exposure to dust must not allow the dust to enter in sufficient quantity to interfere with the satisfactory operation of the equipment; The testing procedure similar to IP50 may be used.

#### 4. Safety and other standards compliance

4.1 Material: RoHS, WEEE

4.2 Safety: IS 13252

4.3 CISPR22/CISPR24

4.4 Environmental & Durability: IS9000 as applicable for equipments and as follows.  
Durability Tests:

Drop (freefall) Test Height: 1000mm, No. of falls: 8(4 corners + 4 edges) unpacked

#### Vibration test:

Frequency range: 10-55Hz Acceleration: 1g

Duration: 45 Min/axis

No. of axes: 3, Condition: Unpacked in Power Off mode

#### Dry heat test

Temperature: 55 deg. Centigrade

Duration: 16 hrs. Condition: unpacked in Power Off mode

#### Damp heat cyclic test

Temperature: 40 deg. Centigrade

Relative Humidity: >= 90%

Duration: 48h (2cycles) Condition: unpacked in Power off mode

#### Cold Test

Temperature: -10 deg C

Duration: 2hrs Condition: unpacked in Power off mode

#### Burn-in Test

Temperature 45 deg Centigrade

Duration: 48 hrs. Condition: Power on mode with mains connection through battery charger

After the exposure to test conditions, the Tablet shall satisfy Visual examinations and functional requirements.

#### 5. Maintenance and Serviceability

5.1 Build the following as replaceable modules for easy serviceability at qualified service centres

5.1.1 Battery

5.1.2 Touch-screen and LCD module

5.1.3 Front Camera

5.1.4 Speaker

5.1.5 Motherboard

5.1.6 Casing and Plastic parts for buttons

5.1.7 Charger (with 2-pin Indian plug/micro-USB) with the cable containing standard tablet connector

5.1.8 Entire Tablet Casing

5.2 Should support OTA firmware updates and upgrades through Aakash Market Place

#### 6 Other Features

6.1 Ability to build on Assistive Technologies ; Talkback (android accessibility tool) must be pre-installed

6.2 All spare parts should be available for repair, service, and maintenance for a minimum of 3 years.

6.3 Aakash Marketplace Support with necessary security

6.4 User manual of the hardware, operating system, pre-loaded device drivers and pre-installed applications should be provided by the manufacturer.

#### 7 Tablet Package Contents

7.1 Tablet

7.2 External Charger/C Adapter for charging battery certified by BIS

7.3 USB adapter cable with Micro-B plug and Standard-A plug (minimum 1 m)

7.4 User Manual (Electronic form)

7.5 Application Manual (Electronic form)

7.6 Quick setup manual in print form

## 8 Testing

The tablets shall be subjected to acceptance test criteria, random sampling based test criteria and performance test based criteria.

### Appendix A - Performance Specification

#### Android Benchmark Test Scores Specification

Benchmark Test	Version	Min/Max Score	Better Criteria	Remarks
CPU				
Quadrant Standard 2.1.1				
Overall		1469	Higher	
CPU		1469	Higher	
Antutu 3.0.3				
Overall		3537	Higher	
ALU-integer		689	Higher	
Floating point		163	Higher	
AndEBench 1605				
AndEMark Native		1565	Higher	
AndEMark Java		63	Higher	
PassMark Performance 1.0.3000				
Sytem		971	Higher	
CPU Tests		1299	Higher	
RealPi 1.0.6				
pi value calculation in Seconds (10000 digits after decimal) 0.91 Lower				
Calculation of last n digits in Seconds using gourdon's formula (here n=9)				
		8.436	Lower	
CF BENCH 1.2				
Overall		2404	Higher	
Mhz		1008	Higher	
Native MIPS		335	Higher	
Java MIPS		76	Higher	
Native MSFLOPS		122	Higher	
Java MSFLOPS		42	Higher	
Native MDFLOPS		122	Higher	
Java MDFLOPS		34	Higher	
Native MALLOCS		19688	Higher	
Java efficiency MIPS in %		23	Higher	
Java efficiency MSFLOPS in %		34	Higher	
Java efficiency MDFLOPS in %		30	Higher	
Benchmark Test	Version	Min/Max Score	Better Criteria	Remarks
Memory				
Quadrant Standard 2.1.1				
Memory		3679	Higher	
Antutu 3.0.3				
RAM		542	Higher	
PassMark Performance 1.0.3000				
Disk Tests		1580	Higher	
Memory Tests		1045	Higher	
CF BENCH 1.2				
Native memory read		818	Higher	
Java memory read		131	Higher	
Native memory write		850	Higher	
Java memory write		434	Higher	
Native disc read		240	Higher	
Native disc write		306	Higher	
Java efficiency memory read in %		21	Higher	
Java efficiency memory write in %		97	Higher	



**Diagram/Proforma/Annexures Attached[Click on follwing to view/print]**

#### **General Technical requirement For TE :**

- 1.Only vendors authorised by C-DAC ,Pune to use Aakash-IV Logo shall be eligible to quote against this T/E.
- 2.The bids will be restricted to only to the OEMs who are PMA compliant as per extant rules/notifications and their authorised agents .
- 3.Prospective bidders shall get themselves empanelled with CDAC for use of Aakash logo .Detailed procedure for empanelment is available with CDAC - TRIVANDRUM/NOIDA/PUNE .
- 4.The bidder shall be a legal entity registered in India and be the original equipment manufacturer of Aakash IV Tablet hardware as per definition of domestic manufacturers of Tablet in terms of Deity Notification No.8(41)2012-IPHW dated 22-01-2013
- 5.The successful bidder shall undertake to preload content provided by buying organisations on the Tablet,as decided from time to time.
- 6.The vendor shall provide repair,service and maintenance support for Aakash Tablets in atleast one location in all states and UTs of the country either through themselves or through tie-ups with a third party(NE states,UTs including Sikkim may be treated as one unit for this purpose).Spares shall be made available for atleast three years from the date of sale.
- 7.User acceptance testing shall be undertaken by the indenting departments as per the testing criteria to be prescribed by C-DAC.Atleast all parameters are to be checked on 10% of samples or as specified by C-DAC.
- 8.Only firms registered with DGS&D will be eligible to quote against the T/E .For registration with DGS&D only availability of manufacturing premises ,availability of benchmark testing facilities and availability of CDAC empanelment of the manufacturer to use AAKASH logo shall be insisted .Prospective bidders are advised to submit their application for registration even before they get CDAC empanelled so that necessary formalities for registration may be completed by DGS&D and as soon as CDAC empanelment letter is received ,DGS&D registration is granted.
- 9.The Indentor ,Purchaser and Consignee shall ensure that the quality of stores being supplied is as per R/C specification and supplier is in possession of all the relevant documents including satisfactory compliance test certificates as per CDAC specification.

## **GENERAL TERMS & CONDITIONS**

This Rate Contract and Supply Orders placed against the rate Contract are governed by the "General Terms & Conditions" as contained in the following forms:

- (i) Form no. DGS&D - 68 (Revised) "General Conditions of Contract"
- (ii) Form no. DGS&D - 69 "Conditions of Contract governing Rate Contracts"
- (iii) Form no. DGS&D - 229 "Instruction to tenderers quoting against Tender Enquiries issued by the DGS&D"
- (iv) Form no. DGS&D - 1001 "General terms & conditions governing the Rate Contract and Instructions to Direct Demanding Officers and Consignees."

The above forms are saleable documents. These can also be down loaded from DGS&D website [www.dgsnd.gov.in](http://www.dgsnd.gov.in)

### **1. TENDER DOCUMENT:**

The complete tender document consists of :

- (a) DGS&D-242 i.e.(Schedule to tender enquiry) alongwith annexures
- (b) DGS&D-68A, and DGS&D-69A
- (c) List No. 1 and List No. 9

The tenderers are required to submit all the above documents completely filled & digitally signed failing which their offer is liable to be ignored.

### **2. PURCHASER:**

- (a) President of India
- (b) Governor(s) of State(s)
- (c) Heads of Union Territories
- (d) Officers of Public Sector Undertakings/Bodies & Corporations

### **3. GUARANTEE/WARRANTY CLAUSE:**

The Period of Guarantee / Warranty shall be one year from the date of acceptance of the stores. 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.

### **4. DUTIES & TAXES:**

#### **(i) EXCISE DUTY**

The tenderers must clearly indicate the rate/quantum of Excise duty applicable and payable by them irrespective of the fact whether the quoted prices are inclusive or exclusive of Excise Duty. They should also indicate their Excise Duty Registration. In the case of Small Scale Industrial Units, they should indicate the rates of Excise Duty in various turnover slabs.

If a tenderer states that the Excise Duty is NIL, he must intimate the basis for the same and also confirm that no Excise Duty will be charged by him under any circumstances.

If a tenderer states that the Excise Duty is not applicable at present but will be charged extra if it becomes applicable later on, their offer will be loaded by the normal rate of Excise Duty for the equitable comparison of prices. If however, the tenderer confirms that they shall not charge any Excise Duty even if it becomes payable at a later date for whatever reasons, no loading of Excise Duty in such a case will be done.

In case no information about excise duty is given, it will be taken as inclusive in terms of provisions of Para-10.3.4 & Para- 10.7.1 of DGS&D Manual.

The tenderers should furnish the details of their turn over and the Excise Duty paid by them in the last three financial years in the following formats:

Financial Year	Total Turnover	Total Excise Duty paid	Excise Duty paid on subjects stores
-----			
Last			
-----			
One year before			
-----			
Two years before			

(ii) **SALES TAX**

Tenderer should indicate whether the prices quoted are exclusive or inclusive of sales tax. They should indicate the rate(s) of CST/VAT. In case, they are exempted from payment of sales tax, a copy of the Exemption Certificate issued by the appropriate authority may be furnished.

(iii) **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/Indenter/Consignee for the same in time along with despatch details to avoid payment of such local taxes or duties.

**5. PERFORMANCE CRITERIA/CUT-OFF DATE:**

(a) The tenderers who are current/past Rate Contract holders shall submit self- vetted performance statements for the last three rate contracts as on cut off date as specified in the schedule to tender in Form B-1, B-2 and B-3.

(b) Firms shall also submit complete details of the performance statement covered by Form B-1 in the Appendix-A attached below for the last three rate contracts along-with their tender.

"The details as per Para (a) and (b) should be submitted for the Supply Orders on-line placed against the Rate Contract and also the Referral/Orders placed against the Rate Contract along-with the tender and both the performance reports shall be clubbed together for determining the performance. To begin with, this will be applicable for the current Rate Contract.

In case the above details are not submitted along with the tender, the Rate Contract may be awarded 3 months after the award of parallel Rate Contracts provided the firm meets the prescribed performance criteria. However, DG(S&D) shall have full powers to relax the performance criteria on merits with or without any Performance Security." Further, in case the details provided by the firm as per Para (a) and (b) above are found to be wrong at a later stage, a penalty of debarring the firm for three years shall be imposed.

(c) The offer of the tenders who are current/past rate contract holders, will be considered only if they meet the following minimum level of performance as on cut off date, if otherwise eligible.

% Performance level for current Rate Contract (Year - NA )=  
(Self-vetted)  
% Performance level for previous Rate Contract (Year - NA )=  
(Self vetted)  
% Performance level for the year before (Year - NA )=  
(Self vetted)

Certain queries have been received by DGS&D regarding the information to be furnished by the tenderers in the performance statements. The details of the queries received and DGS&D's comment thereon are attached below as Annexure-B.

**The purchaser, however, does reserve the right to consider also those firms who have executed supplies to a lower extent.**

(d) The provisions of the above clause shall not apply for the new items. In case the 2 of 26

performance levels have been shown as 0(zero) such items may be treated as new items.

#### **6. PAYING AUTHORITY:**

Chief Controller of Accounts, Department of Supply, New Delhi or its Regional Accounts Offices in Mumbai/Kolkata/Chennai, as applicable.

In addition to payment to be made by the CCA, New Delhi or its regional offices, the payments may be made directly by user Departmental/DDOs/Consignees to respective supplier(s) upon satisfactory delivery of goods against DGS&D Rate Contracts/ad hoc contract.

#### **7. PAYMENT TERMS:**

Pursuant to the Correction Slip No. 42 dated 31.5.2013 and Correction Slip No. 45 dated 5.7.2013 to the DGS&D Manual, the revised payment terms against DGS&D Contracts/Rate Contracts for all items will be as under :-

##### **(a) Green Channel Firms**

90% against provisional receipt of stores by consignee, after delivery of stores by Green Channel firms on self certification with OEM warranty/Guarantee certificate and balance 10% on acceptance of stores by consignee within 60 days of receipt of stores.

##### **(b) For Jute/HDPE/PP Bags Firms**

90% + 10% payment to jute/HDPE/PP bags firms with 90% against proof of inspection & dispatch and balance 10% on acceptance of stores by consignee within 60 days of receipt of stores.

Note:

(1) In cases of dispatches by road, the provisional receipt certificate by consignee shall also be required for initial 90% payment.

(2) In case of HDPE/PP bags, proof of inspection would be the I-Note to be issued after receipt of satisfactory test reports from laboratories and not the Dispatch Advices which are issued for permitting the delivery of stores to the consignee after pre-dispatch inspection at firm's premises and not for payment.

##### **(c) Others Firms**

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 90% or 80% as the case may be, followed by acceptance of stores certificate to be given by consignees on copy no. 2 & 5 of I-Notes for balance 10% or 20% payments as the case may be.

#### **8. TERMS OF DELIVERY & DESPATCH INSTRUCTIONS:**

Terms of Delivery are : Free delivery at site (i.e. at consignees place) including installation & commissioning at users site.

For details of Terms of Delivery & Despatch instructions refer Clause-4 of DGS&D-1001.

#### **9. FALL CLAUSE:**

As contained in Clause-15 of DGS&D-1001.

#### **10. QUALITY ASSURANCE:**

(a) QUALITY ASSURANCE AUTHORITY:

ADG(QA), DGS&D New Delhi/DGQA, New Delhi for Defence requirements.

(b) QUALITY ASSURANCE OFFICER:

For all stores procured against DGS&D Rate Contract/ad-hoc contract, the Inspection officer would be:

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

#### **11. JURISDICTION/ARBITRATION CLAUSE:**

Jurisdiction is place of issue of the Rate Contract. Sole Arbitrator is appointed by DG(S&D). For details refer Clause-23 of DGS&D -1001.

"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."

#### **12. TRANSIT INSURANCE, RECEIPT OF STORES & NOTIFICATION OF DAMAGES AND LOSS, IF ANY:**

Contractor is responsible for Transit Damage.Consignee to notify Transit Damage/Loss if any within 45 days of arrival of stores at destination.For details refer Clause-17 of DGS&D-1001.

### **13. REGISTRATION:**

Tenderer should be registered with DGS&D/NSIC for the subject stores as on the date of opening of bid.All tenderers are, therefore, advised in their own interest to get themselves registered with DGS&D/NSIC.

However,the registration with DGS&D/NSIC will not be required for the firms having Green channel status as on the tender opening date.

### **14. DELIVERY PERIOD:**

Tenderes should quote guaranteed monthly rate of supply (item-wise) and time, if any required for commencement of supply after placement of order, failing which, the tender will be treated as incomplete. For details refer Clause-10 of DGS&D-230.

### **15. NOTE FOR TENDER OPENING AND OFFER VALIDITY:**

Tenderes should note if the date of tender opening (or date upto which offer is to remain open) is declared a closed holiday by the Govt., the tender shall be opened on the next working date at the same time.

### **16. DOCUMENTS TO BE SUBMITTED ALONGWITH BID:**

(i) Demand draft of requisite amount in favour of DGS&D, New Delhi.

(ii) Complete self-vetted Performance Reports for the current and preceding two rate contracts.

(iii) Complete Registration Certificate with DGS&D/NSIC with all amendments or green Channel Certificate.The same should be valid on tender opening date.

(iv) Compliance to technical specifications :-

The Compliance statement should be submitted in the following format:

Para No.	Specifications As per T.E.	Specifications Offered	Compliance (Yes/No)	In case of non-compliance, Deviation From T.E.Specn in unambiguous terms
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(v) Complete BIS Licence with all endorsements.This should be valid on tender opening date(if applicable)

(vi) Documents required to be submitted under Special Terms & Conditions(if applicable)

Please note that non-submission of the above said documents may render your offer liable to be ignored.

**17. Revocation/Cancellation of rate contract:** As per clause 24 of DGS&D-1001.

### **18. PACKING & MARKING:**

As contained in Clause 11 of DGS&D-1001

### **19. DOCUMENTS FOR FULLY IMPORTED STORES:**

The Tenderers quoting for fully imported stores are required to submit the following documents along with their tenders:-

(a) Copies of Bills of entries and/or other document(s) duly authenticated by custom authorities indicating the assessed value taken by customs for the purpose of levy of customs duty.The abetment charges, if any, shall also be indicated.

(b) Classification and rate of customs duty on the date of their tender.

(c) Assessment of element of freight by weight and volume.

(d) Import/Export Code No. issued by DGFT.

NOTES:

The DGS&D may require to go into costing aspect of the items tendered in order to arrive at the reasonableness of the cost.For this the tenderers may be required to submit copies of the Bills of Entry corresponding to the imported stores being quoted. Offers of such tenderers who fail to submit their document as required by the DGS&D are liable to be rejected.

### **20. CONCLUSION OF PARALLEL RATE CONTRACTS:**

(a) DGS&D reserves the right to arrive at the resonable eligible L-1 price and to conclude Rate Contracts with the firms falling within a reasonable price band. DGS&D also reserves the right to make counter-offers to the firms within a price band not exceeding 10% of the price received from such reasonable eligible L-1 firm(s) and

parallel Rate Contracts shall be concluded with firms who accept the counter-offered price or below.

(b) It is incumbent upon the firms to quote for both the main items and spares/accessories(add-on)[if specified in the Tender Enquiry(DGS&D Form -242)]and the firms who quote only for the main items or only for spares/accessories(add-on), their offers are likely to be ignored.

(c) The firms whose prices are within the price band of 10% for the main items,their prices will deem to have complied with the requirement of price band of 10% for the spares/accessories(add-on) regardless of the actual variation and counter offers will be made to them for spares/accessories(add-on).

(d) Where the negotiations/counter offer with eligible L-1 are not successful,the prices considered as reasonable may be counter-offered to all the higher quoting firms including eligible L-1 regardless of price band in terms of provisions of Para 13.16.4 of DGS&D Manual.

## **21. GREEN CHANNEL FIRMS:**

The Green Channel firms will be treated as deemed registered and allowed to self-certify their products for the required quality.Registration and pre-despatch inspection by DGS&D would not be required in their cases.Green Channel firms shall be responsible and accountable for the required product quality supplied by them as specified under the governing terms and condtions including specification of the Rate Contract.Green Channel firms will also abide by the terms and conditions as contained in Correction Slip 36 dated 18.12.2012,Correction Slip 39 dated 23-1-2013 and Correction Slip 40 dated 25-4-2013 to DGS&D Manual,read with P&C Circular No.11 dated 18-3-2013 and Circular No.16 dated 6-6-2013(available on DGS&D Website [www.dgsnd.gov.in](http://www.dgsnd.gov.in)).

## **22. 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 & registration without insistence for any further testing pursuant to DGS&D Manual Correction Slip No.38 dated 18-12-2012.This shall supersede any other provision/stipulation made on the subject matter anywhere in the tender enquiry.

## **23 . Extension of tender opening date:**

Pursuant to P&C Circular No.9 dated 15.3.2013,as a rule, no tender opening extension will be considered, as it leads to delay in conclusion of Rate Contract. However, in exceptional cases, the same can be considered for suitable period on merits of individual case. No request for tender opening extension will be considered on the ground of pending application for grant of Green Channel Facility with DGS&D.

## **24. Seeking of clarification/information concerning bid conditions etc.**

Pursuant to P&C Circular No.13 dated 21.5.2013,any prospective bidder may seek clarification/information concerning the bid conditions, bidding process and/or rejection of his bid or non-issue of tender documents, wherever applicable.

## **25. Receipt of counter-offers through e-mail, fax etc. in addition to tender box:**

Pursuant to P&C Circular No. 14 dated 29.5.2013,the counter-offers, wherever made, in addition to the tender box, will also be received through e-mail, fax and other modes. Director of the concerned Purchase Directorate will be the designated person for receipt of such communications who will be responsible for accounting of them.

## **26.Departmental Charges of DGS&D for Contracts including Rate contracts:**

DGS&D Manual Correction Slip No.43 dated 27.05.2013 and P&C Circular No. 18 dated 10.06.2013 prescribe the revised Departmental Charges and mode which shall be applicable for all Supply Orders placed on or after 27.5.2013. All the government user departments are required to place Supply Orders against DGS&D Rate Contracts on-line on DGS&D e-procuremental portal and pay the prescribed Departmental Charges mentioned hereunder.

a)For Central Government Ministries/Departments,State Government Departments ,PSUs , Autonomous Bodies etc against DGS&D Rate Contracts:

DGS&D Departmental Charges will be levied @1% for "Purchase" and 1% for "Inspection"

on the total value of Contract or Supply Order against DGS&D Rate Contract. The value of the Contract or Supply Order shall be all inclusive, including all taxes and duties. Service tax at prevailing rate as applicable shall be chargeable as extra on the Departmental Charges.

**b) For Referral/Direct Orders against DGS&D Rate Contract:**

i) DGS&D Departmental Charges at nominal fee will be levied @0.25% for "Purchase" on the total value of Contract or Supply Order placed on Rate Contract Holding firm or their dealers/sublet agents against DGS&D Rate Contract. The value of the contract or Supply Order shall be on all inclusive basis including all taxes and duties. Service tax at prevailing rate as applicable shall be chargeable as extra on the Departmental Charges.

ii) After receipt of referral/direct supply Order and making supplies, firm will deposit the Departmental charges as above plus Service tax thereon to the concerned Controller of Accounts (CCA) viz. Delhi/Mumbai/Kolkata/Chennai, as the case may be, by way of Demand Draft/Bank Transfer. In case the supplies are made in installments, the Departmental charges plus Service tax can be paid by firm with CCA on pro-rata basis based on the value of supplies made. In case, no supplies are made, Departmental charges would not be payable/claimable, as no service would be deemed to have been rendered by DGS&D. Firm can subsequently claim reimbursement of the paid Departmental Charges along with Service tax thereon from Pay & Account Officer of the indenter who placed the Supply Order.

iii) In case the firm errs/conceals/misrepresents/default in payment of prescribed Departmental charges, the same will be viewed adversely and they shall be liable for action 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.

iv) 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.

v) The Referral/Direct orders placed by indenter by tweaking DGS&D Rate Contract terms & conditions and/or specification and obtaining the supplies within 1% of the DGS&D Rate Contract Prices, such transaction 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 along with applicable service tax thereon.

vi) In the event of placing such referral/Direct supply orders, indenter 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 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 transaction would be at their own risk.

vii) The firm while quoting/bidding for rate contract shall specify in their tender, the total value of direct/referral orders (including all taxes and duties) received by them, supplied and the corresponding amount of the departmental charges plus service tax deposited by them with CCA duly certified by their internal auditor/chartered accountant. Like performance statements, bidding firms shall be required to give this data/statement along with their tender as on Cut-off date prescribed in Tender Enquiry for 3 years Rate Contract periods, and shall be evaluated accordingly like Performance Criteria. To begin with, this would be applicable for only current year Rate Contract for the next year Rate Contract Tender.

**27. Fee from bidders for utilization of DGS&D e-module:**

The following fee shall be applicable on the bidding firms:

**a) For e-Bidding:**

(i) @Rs. 2,000/- for each bidding in a Tender enquiry for cases of estimated drawals up to Rs. 10 crores.

(ii) @Rs. 5,000/- for each bidding in a Tender enquiry for cases of estimated drawals exceeding Rs. 10 crores.

**b) For e-Auction/Fall Clause application:**

@Rs. 15,000/- from triggering applicant firm on each occasion.

c) The above charges shall be deposited by the firm by way of a Demand Draft in favour of "Chief Controller of Accounts, Department of Commerce (Supply Division), New Delhi" in advance without which the firm shall not be allowed for e-bidding or their application for e-Auction/Fall clause will not be considered.

d) The bids/applications received without payment of aforesaid fee by the tender opening date and time and with application for e-Auction/Fall clause will be treated unsolicited and will not be considered.



### **28. Registration Status and eligibility for award of Rate Contracts:**

Pursuant to the P&C Circular 12 dated 2.5.2013, it is prescribed that:-

(a) The firms will be eligible for award of Rate Contract and also continue on Rate Contract when they are registered at all times during the entire period of Rate Contract apart from being registered on tender opening date. Accordingly, Rate Contract will be co-terminus with the validity of the registration certificate. It would be incumbent on the part of supplier to timely apply for renewal for registration wherever it is expiring within the validity of the Rate Contract period.

(b) The Registration Certificate would be granted for a minimum period of two years in case of Supplier/Stockist of imported stores, while for other categories including Manufacturers, it may continue to be granted for three years. In any case, QA Wing also have the authority to review their registrations during interim period.

### **29. Enhancement of Registration Fee and Introduction of Tatkal Scheme for Registration:**

Pursuant to DGS&D Manual Correction Slip No. 49 dated 17.7.2013, following non-refundable registration fee shall be charged which is required to be paid by way of Demand Draft payable in favour of :-

a) Normal registration: Fee for the same stands enhanced to Rs. 20,000/-. The registration time will be 30 days after receipt of application along-with required documents and aforesaid registration fee.

b) Tatkal Scheme: In this Scheme the firm can apply for registration 15 days ahead of the tender opening date, for which the registration fee will be Rs. 1,00,000/-.

### **30. Simplification of Registration procedure, Deemed Registration and grant of time for submission of Test Reports/Type Test Certificates (TTC):**

a) In case a firm submit satisfactory test report/Type Test Certificate (TTC) from International Laboratory Accreditation Cooperation (ILAC) or their worldwide affiliated/recognized labs or NABL approved labs for their standardized parameters for testing of the products for the subject stores along-with their tender on or before the tender opening date, the firm will be treated as deemed registered, except for safety/difficult/complaint prone items as notified by P&C Directorate from time to time, provided they have applied for registration to QA Wing on or before tender opening date with requisite registration fee either under normal registration or Tatkal Scheme registration.

b) If the firm has applied for registration and has not been able to submit TTC but is confident about test reports/TTCs, they will be allowed time of 4 weeks after tender opening date by 1% of the drawal amount as EMD (Earnest Money Deposit), which will be forfeited if the date is not complied with. If the date is complied with, the amount will be refunded to them. Meanwhile, firm can put their bid which remains under consideration subject to submission of test reports/TTCs. However, Rate Contract will be given only when registration is granted.

c) The above is in terms of DGS&D Manual Correction Slip no. 48 dated 17.7.2013.

### **31. Registration as Supplier of Imported Stores:**

Pursuant to Correction Slip No. 47 dated 16.7.2013 read with provisions of Para 5.3.2(c) of DGS&D Manual, The registration as suppliers of imported stores shall be considered and granted only when their foreign original equipment manufacturer (OEM) is not selling directly in India. Similarly, even when registrations issued earlier have valid tenure left, bids can be accepted from the OEMs when they are selling in India and Rate Contract will be entered with them instead of agents regardless of the validity of registration of agents.

### **32. Integrity Pact:**

Pursuant to DGS&D Manual Correction Slip No. 44 dated 2.7.2013, it is prescribed to use, practice and observe all the best, clean, ethical, honest and legal means & behaviour maintaining complete transparency and fairness in all activities concerning registration, Green Channel, Bidding, Contracting/Rate Contracting and performance thereto for which the "Integrity Pact" shall be executed between Firm and concerned officers of DGS&D as per the format attached at Annexure-C.

### **33. Complaint Redressal Mechanism in DGS&D:**

All types of complaints, except the complaints related to corruption which will continue to be dealt with by Vigilance Directorate, shall be examined by a Standing Committee constituted for the purpose. The fee for processing the complaint is Rs. 10,000/- per complaint which is required to be submitted to DGS&D by way of Demand Draft in favour of DGS&D, New Delhi or DGS&D, Kolkata/Chennai/Mumbai, as the case may be. The complaint so received will be processed in parallel stream without delaying/disrupting the R/C process. The detailed procedure/instructions in this regard are outlined in P&C Circular No. 20 dated 8.7.2013 which is available on DGS&D website.

#### **34. Earnest Money Deposit(EMD):**

In the case of adhoc procurement, the firms are required to deposit Earnest Money Deposit(EMD) @2% of the estimated value of stores or as decided by DGS&D without any upper ceiling in the form of Demand Draft, Fixed deposit Receipts, Banker's Cheques, Bank Guarantee from any of the Scheduled Commercial Banks in the prescribed format. This is required to be submitted by all the firms regardless of their registration with DGS&D/NSIC/KVIC/Indenting Department in pursuance of Clause 7 of DGS&D-68(Revised).

#### **35. Bidding Process.**

DGS&D reserves the rights to conclude the Rate Contract for any or all items of the Tender Enquiry and also to annul the bidding process/scrap the tender enquiry.

## Special Terms & Condition

Tender No AAKASH/IT-1/RC-711B0000/0215/81

Sr No	Heading	Condition
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1	<b>Eligibility Criteria</b>	
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Bidders are advised to get them selves empanelled with CDAC, Pune for use for Aakash Logo and also get them selves registered with DGS&D as follows:-

Applicable for all bidders including Green Chanel firms:-

As empanelment with C-DAC is mandatory for the subject store, hence, DGS&D Green Channel Facility shall not apply.

Therefore, Rate Contract shall be awarded to only such firms who are registered for the quoted items with DGS&D on the date of tender opening. All tenderers who are not registered and desire to participate against the tender enquiry for rate contract are advised in their own interest to get themselves registered with DGS&D before the date of tender opening.

Note:- Please note that registration of the vendors for the subject store shall be granted only after they get themselves empanelled with C-DAC, Pune for use for Aakash Logo for which C-DAC shall carry out necessary testing on the product. In this regard, bidders are advised to contract CDAC of the following contract details:-

(a) Executive Director, Centre for Development of Advanced Computing, Vellayambalam, Thirvananthapuram 695033, Kerala  
Phone No. - 0471-2727538 / 3333  
Fax No. - 0471-2723456

(b) Executive Direct, Centre for Development of Advanced Computing, Anusandhan Bhavan, -56/1, Sector 62, Noida 201307 (UP)  
Phone No. 0120-3063300 / 3319  
Fax No. - 0120-3063317

(c) Director General, Centre for Development of Advanced Computing, Pune University Campus, Ganeshkhind Road, Pune 411007, Maharashtra  
Phone No. - 0202-5704200 / 5696565  
Fax No. - 02025691111

For registration with DGS&D, only firm's manufacturing premises and availability of benchmark testing facilities thereto apart from C-DAC empanelment shall be insisted upon.

Bidders are also advised to submit their applications even before they get C-DAC empanelled so that necessary formalities for registration may be completed by DGS&D & as soon as C-DAC empanelment letter is received, DGS&D registration is granted.

2	<b>MRP</b>	
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Vendors are also requested to submit MRP/ List Price. Bidders shall also attach all relevant supporting documents towards reasonableness and justification of quoted rates along with copies of the orders received from govt. organizations.

3	<b>Payment Terms</b>	
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80% Payment will be allowed against Consignee Receipt Certificate (Provisional) and Consignee End Inspection Certificate by the Consignees.

Balance 20% Payment will be released within 60 days of Delivery on submission of Consignees Acceptance Certificate.

4	<b>Excise Duty</b>	
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Excise duty in case no information about excise duty is given it will be taken as inclusive in terms of provision of Para 10.3.4 and 10.7.1 of DGS&D manual. Page 19 of 26

Sr No	Heading	Condition
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5	<b>Mode of submission of tender</b>	
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ETendering only.

Therefore, the same must be submitted through e-Tendering only. No other mode of submission of Bids shall be accepted and such offers will be summarily ignored.

6	<b>Submission of documents along with tender</b>	
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Tenderers may be informed that they would be required to up-load the following documents along with their tender on dgs&d web site i.e. www.dgsndtenders.gov.in submitted through e-tendering.

(i) Demand Draft of requisite amount for tender fee in favour of The Chief Controller of Accounts, Deptt. of Commerce, Supply Division, New Delhi

(ii) Valid Registration Certificate with DGS&D.

(iii) Information required as per "Technical requirement of T/E" against each item.

(iv) Technical Compliance Statement .

7	<b>CVC Guidelines</b>	
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As per CVC Circular No. 3/01/2012 dated 13.01.2012

(a) In a tender, either the Indian agent on behalf of the Principal / OEM or Principal / OEM itself can bid but both cannot bid simultaneously for the same item / product in the same tender.

(b) If an agent submits bid on behalf of the Principal / OEM, the same agent shall not submit a bid on behalf of another Principal / OEM in the same tender for the same item / Product.

8	<b>Note</b>	
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If any provision in "Special Terms & Conditions" is in contradiction to the provision in "General Terms & Conditions" the stipulation made in "Special Terms & onditions" shall prevail over those stipulated in General Terms and Conditons.

9	<b>Paying Authority</b>	
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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 Aakash shall be made directly by indentors i.e. order placing authority throught 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 timelenes for payments withing 60 days or 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 Departmentatl charges + Prevailing Service Tax thereon shall be deposited by the respective Pay & Accounts Offices (PAO) of the Indentors directly to the rReceipt HEad Account of DGS&D as prescribed by CGA.

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

Sr No      Heading  
            Condition

10      **Other Special Terms**

(a) As per correction slip No. 53 dated 10.09.2013, In view of the delegated responsibility to indentors regarding Inspection of the stores, indentors may opt for either DGS&D Inspection and / or engage any third party for inspection of stores.

(b) For all supply orders exceeding 100 Nos. of Tablets, inspection shall be carried out at the consignee's end or both "Pre-dispatch inspection at manufacturing premises as well as consignee end inspection after receipt of sores at consignee end". However, for Supply order of less than 100 Nos, it may not be feasible to carry out inspection of such a small lot at consignee's place and hence in such cases, Inspection Authority may carry out pre-dispatch inspection at manufacturer's premises. In any case, this does not prejudice to the consignees ultimate right for inspection and rejection of stores at consignee's end.

(c) Payment of the stores to the supplier shall be released only after acceptance of stores at the consignee's end. However, this period shall not exceed 30 days beyond the receipt of such stores at consignee's end.

(d) R/C shall be awarded only to PMA compliance bidders i.e. the bidders, who have domestic value addition more than what is prescribed in PMA policy.

11      **Preferential Market Access.**

Purchaser reserves the right for providing preference to domestically manufactured electronic products in terms of Deity Notification No. 8(78)/2010-IPHW dated 10th February 2012 read with subsequent Notification of even number dated 22.01.2013 and Guidelines of even number dated 12 June 2013. A copy of aforesaid Guidelines / Notification can be downloaded from Deity website i.e. URL [www.deity.gov.in](http://www.deity.gov.in). Purchase Preference for Domestic Manufacturer, Methodology of its Implementation, Value Addition to be indicated by Domestic manufacturers, Self- Certification, Compliance and Monitoring shall be as per the aforesaid Guidelines / Notifications. The Guidelines may be treated as an integral part of the tender documents.

Accordingly, Domestic Manufacturers are required to indicate the Domestic Value Addition for the quoted product, in terms of aforesaid guidelines, in their bid with following format.

FORMAT FOR Domestic Value Addition in Terms of DietY Guidelines on PMA

Item No	Item Description	Domestic Value Addition in Percentage
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1.

2.

They are also required to give an undertaking in the format as given at Form I of the guideline No. 8(78)/2010-IPHW dated 12.06.2013. Furnishing of false information on this account shall attract penal provisions as per Guidelines/Notifications.

FORM - I

{Format for Affidavit of Self Certification regarding Domestic Value Addition in an Electronic Product to be provided on

Sr No	Heading	Condition
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I..... S/o, D/o,  
W/o..... Resident of .....  
do hereby solemnly affirm and declare as under:-

**Tender No AAKASH/IT-1/RC-711B0000/0215/81**

<b>Sr No</b>	<b>Heading</b>	<b>Condition</b>
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	(x) Total Bill of Material	
--	----------------------------	--

	(xi) List and total cost value of inputs used for manufacturer of the electronic product	
--	--	--

	(xii) List and total cost of inputs which are domestically sourced. Please attach certificate from suppliers, if the input is not in house.	
--	---	--

	(xiii) List and cost of inputs which are imported, directly or indirectly	
--	---	--

For and on behalf of ..... (Name of firm / entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No.>

**12 DGS&D registration and capacity / capability assessment / verification**

Persuant to circular No. 35 dated 29.10.2013, bidders are advised to note the following points-

(a) All registration shall be web based. For this purpose, on-line applications are required to be received along with the requisite fee. Where Deficiency Report (DR) with regard to documents is to be given, all shortcomings shall be indicated and issued on-line to the applicant firm in one go and not in piecemeal, and provisional Registration Certificate can be generated. Capacity verification, site inspection can be done before R/C is entered into wherever required. Upon detection of deficiency herein, the provisional Registration will be suspended until deficiency will be attended to. If capacity verification & site inspection report is positive, QA will issue Registration Certificate. On the basis of Registration Certificate, R/C can be given. However, with provisional Registration, the vendors can bid.

(b) In cases of documents based registration including "Registry" where site visit / inspection is not required, the registration certificate shall be issued within 2-3 days provided the prescribed registration fee has been deposited by the applicant firm and the relevant documents are uploaded. This will include the cases of Catalogue / NDP based items and proprietary products such as software etc.

(c) The process of DGS&D registration and capacity / capability assessment / verification are parallel activities to tendering process, though Rate Contracts are to be awarded to the registered firms only.

(d) The cases requiring site visit / inspection of the applicant firm for assessment / verification of technical / production capability / capacity would continue to be processed even after opening of tender and Rate Contract may be awarded on receipt of satisfactory report. This would include the cases where quoting firms have applied for registration or NSIC registered firms and the capacity / capability assessment is pending on tender opening date. This process in no event should take more than 2 weeks.

**13 Other condition to bidders:-**

Bidders are advised to quote the quantity discount, Minimum Order Quantity, Lead Time for Deliver Period, Monthly Rate of Supply, Pre-inspected Stock in the tender with the following directions:-

(a) Quantity Discount if any:-

**Tender No AAKASH/IT-1/RC-711B0000/0215/81**

**Sr No      Heading  
                 Condition**

Sl. No.	Slab for Quantity Discounts	% discount
1	Upto 100 Nos	.....
2	From 101 to 5000 Nos	.....
3	From 5001 to 100000 Nos	.....
4	From 100001 to 500000 Nos	.....
5	More than 500000 Nos	.....

Note:- The Quantity Discount in any other slabs, other than mentioned above, shall not be considered.

(b) Minimum Order Quantity :- ONE

(c) Lead Time for Delivery period - Thirty Days

(d) Monthly Rate of Supply - To be indicate by the bidders in their tenders.

(e) Pre-Inspected Stock - Not Required.

### **CHECK LIST FOR TENDERERS**

**Tenderers are requested in their own interest to check the following before they submit their bids:-**

1.	Have all the columns pf Form DGS&D-68 A, DGS&D - 69 A, List 1 and List 9 listed in Clause 1 of General Terms & Conditions (GTC) been filled up?	<b>Yes</b>	<b>No</b>
2.	Whether rates(s)/quantum of Excise Duty indicated (Refer Clause 4(1) of GTC)?	<b>Yes</b>	<b>No</b>
3.	Whether rates(s) of Local Sales tax and Central Sales tax indicated (Refer Clause 4(1) of GTC)?	<b>Yes</b>	<b>No</b>
4.	Have you indicated the Terms of Delivery (Refer Clause 8 of GTC)?	<b>Yes</b>	<b>No</b>
5.	Has the delivery period been indicated (Refer Clause 14 of GTC)?	<b>Yes</b>	<b>No</b>
6.	Have you indicated the validity of your offer (Refer Clause 15 of GTC)?	<b>Yes</b>	<b>No</b>
7.	Confirmation about availability of testing facilities as atipulated in the specifications / tender enquiry?	<b>Yes</b>	<b>No</b>
8.	Acceptance of all terms and conditions of Tender Enquiry including payment terms, Guarantee/Warranty and those contained in DGS&D-68(Revised), DGS&D-69, DGS&D-229 and DGS&D-1001(Deviation, if any, should be specifically indicated).	<b>Yes</b>	<b>No</b>
9	Whether you have accepted Arbitration Clause as per Clause 24 of DGS&D-68(Revised)	<b>Yes</b>	<b>No</b>
10	Have you enclosed the following documents?	<b>Yes</b>	<b>No</b>
(i)	Technical Compliance Statement in the perscribed format with the details of deviations?	<b>Yes</b>	<b>No</b>
(ii)	Photocopy of valid Registration Certificate of subject stores with DGS&D/NSIC or DGQA(for Defence only) (Refer	<b>Yes</b>	<b>No</b>



Clause 13 of GTC)?

(iii) Self-vetted Performance Statements as per Form B-1,B-2,B-3 & Appendix-A (Refer Clauses 5 of GTC)?	<b>Yes</b>	<b>No</b>
(iv) DGS&D-242 (Schedule to tender enquiry), tender forms DGS&D-68A, DGS&D-69 A, List No.1 and List 9?	<b>Yes</b>	<b>No</b>
(v) Documentary evidence to establish your meeting the eligibility criteria (if applicable)?	<b>Yes</b>	<b>No</b>
(vi) Copy of BIS License (if applicable)?	<b>Yes</b>	<b>No</b>
(vii) List of Service Centres (if applicable)	<b>Yes</b>	<b>No</b>
11. Special Documents for Fully Imported Stores (if applicable)Have you enclosed following documents?	<b>Yes</b>	<b>No</b>
(i) Copies of bill of entries/ or any other document (s) duly authenticated by customs authorities indicating the assessed value taken by customs for purpose of levy of customs duty. The abetment charges, if any, shall also be indicated.	<b>Yes</b>	<b>No</b>
(ii) Classification and rate of customs duty on date of tender	<b>Yes</b>	<b>No</b>
(iii) Estimated freight by weight and volume	<b>Yes</b>	<b>No</b>
12 Whether training confirmed (if applicable)	<b>Yes</b>	<b>No</b>
13 Whether installation and commissioning confirmed? (if applicable)	<b>Yes</b>	<b>No</b>
14 Whether AMC and Buy- Back prices quoted in the price bid? (if applicable)	<b>Yes</b>	<b>No</b>
15 Whether Net Dealers price (NDP) duly certified by auditor quoted in the price bid? (if applicable)	<b>Yes</b>	<b>No</b>
16 Import/Export Code No. issued by DGFT.	<b>Yes</b>	<b>No</b>

#### **Appendix-A**

#### **Annexure-B**

#### **Annexure-C**

**PLEASE NOTE THAT NON-SUBMISSION OF THE ABOVE INFORMATION/DOCUMENTS MAKES THE OFFER LIABLE TO BE IGNORED WITHOUT ANY FURTHER REFERENCE TO THE BIDDER.**

## Amendment to Following Tender Enquiry

Tender No	Amdt No.	Old Opening Date & Time		New Opening Date & Time		Offer Expires On	Nature of Amendment
AAKASH/IT-1/RC-711B0000/0215/81	1	28/01/14	03:00 PM	28/01/14	03:00 PM	29/04/14	Clarification in Tender E
AAKASH/IT-1/RC-711B0000/0215/81	2	28/01/14	03:00 PM	28/01/14	03:00 PM	29/04/14	Clarification in TE
AAKASH/IT-1/RC-711B0000/0215/81	3	28/01/14	03:00 PM	05/02/14	03:00 PM	06/05/14	Tender Opening Extend
AAKASH/IT-1/RC-711B0000/0215/81	4	28/01/14	03:00 PM	05/02/14	03:00 PM	06/05/14	Clarification in TE
AAKASH/IT-1/RC-711B0000/0215/81	5	28/01/14	03:00 PM	11/02/14	03:00 PM	15/04/14	Based on the decision t