

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687728146211

अनुबंध तिथि | Generated Date : 28-Jun-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/5006560](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रकार Type : Central Autonomous मंत्रालय Ministry : Ministry of Information and Broadcasting विभाग Department : Ministry of Information and Broadcasting संगठन का नाम Organisation Name : Prasar Bharati Broadcasting Corporation of India कार्यालय क्षेत्र Office Zone : All India Radio Madurai	पद Designation : consigneeairmadurai संपर्क नंबर Contact No. : 0452-2530788- ईमेल आईडी Email ID : mjothi@prasarbharati.gov.in जीएसटीआईएन GSTIN : 33AAAJP0288R1ZM पता Address : PRASAR BHARATI, ALL INDIA RADIO, LADY DOAK COLLEGE ROAD, CHINNA CHOKKIKULAM, PH. No.: 9843420767, MADURAI, TAMIL NADU-625002, India

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
आईएफडी सहमति IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: DDG(E), AIR Tiruchirappalli, Cluster Head वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : DDG(E), AIR Tiruchirappalli, Cluster Head	Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : AO ईमेल आईडी Email ID : navaneet1305@prasarbharati.gov.in जीएसटीआईएन GSTIN : 33AAAJP0288R1ZM पता Address: PRASAR BHARATI, ALL INDIA RADIO, LADY DOAK COLLEGE ROAD, CHINNA CHOKKIKULAM, PH. No.: 9843420767, MADURAI, TAMIL NADU-625002, India

विक्रेता विवरण Seller Details
जेम विक्रेता आईडी GeM Seller ID : 4BD218000092952 कंपनी का नाम Company Name : MANTRA SOFTECH (INDIA) PRIVATE LIMITED संपर्क नंबर Contact No. : 09909966220 ईमेल आईडी Email ID : uttam@mantratec.com पता Address : B-203, 2ND FLOOR, SHAPATH HEXA, NR. GUJARAT HIGH COURT, OPP. KARGIL PETROL PUMP, S. G. HIGHWAY, AHMEDABAD, GUJARAT-380060, - एमआईआई स्थिति MII Status : True एमएसएमई सत्यापित MSME verified : Yes एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-GJ-01-0016935 एमएसएमई सामाजिक श्रेणी MSE Social Category : General एमएसएमई लिंग श्रेणी MSE Gender : Male जीएसटीआईएन GSTIN: 24AAECM6360N1Z6 (R), (M), (M)

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Buyer

वितरण निर्देश | Delivery Instructions : NA

उत्पाद विवरण Product Details						
#	आइटम विवरण Item Description	आइटम विवरण Ordered Quantity	इकाई Unit	इकाई मूल्य (INR) Unit Price (INR)	कर विभाजन (INR) Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित) Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम Product Name : Mantra Android Based Tablet integrated with Biometric Identification Device Housed in Rugged Casing ब्रांड Brand : Mantra ब्रांड प्रकार Brand Type : Registered Brand कैटलॉग की स्थिति Catalogue Status: OEM verified catalogue कैसे बेचा जा रहा है Selling As : OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : Tablet Based Biometric Attendance System (Q2) मॉडल Model: MBAS20 (1 Year Warranty) एचएसएन कोड HSN Code: HSN not specified by seller	2	pieces	23,750	NA	47,500
कुल ऑर्डर मूल्य Total Order Value (in INR)						47,500

परोक्षिती विवरण Consignee Detail						
क्र.सं. S.No	परोक्षिती Consignee	वस्तु Item	लॉट नंबर Lot No.	मात्रा Quantity	दिलोके के बाद डिलीवरी शुरू करना है Delivery Start	वितरण पूरा कब तक करना है Delivery To Be Completed

					After	By
1	पद Designation :- ईमेल आईडी Email ID : mjothi@prasarbharati.gov.in संपर्क Contact : 0452-2530788- जीएसटीआईएन GSTIN : 33AAJP0288R1ZM पता Address : PRASAR BHARATI, ALL INDIA RADIO, LADY DOAK COLLEGE ROAD, CHINNA CHOKKIKULAM, PH. No.: 9843420767, MADURAI, TAMIL NADU-625002, India	Mantra Android Based Tablet integrated with Biometric Identification Device Housed in Rugged Casing	-	2	28-Jun-2024	13-Jul-2024

Product Specification for Mantra Android Based Tablet integrated with Biometric Identification Device Housed in Rugged Casing

विनिर्देश Specification	उप-विनिर्देश Sub-Spec	मूल्य Value
Biometric Attendance System	Type	Android Based Tablet integrated with Biometric Identification Device Housed in Rugged Casing
Tablet Specifications	Screen Size (Inches)	6 ≤ N < 7
	Screen Type	capacitive Touch Screen with 16 million colours
	Screen Resolution (Pixel)	1280 x 720
	Processor Speed (GHz)	1.5
	RAM (GB)	2
	Internal storage (GB)	16
	Storage Expandibility upto (Through micro SD Card) (GB)	32
	Number of USB Port	1
	Number of Micro USB Port	1
	Front Camera (Mega Pixel)	5
	Sim Card Slot (Number)	1
	Battery Back up (Minimum) (Minutes)	600
	Network connectivity	LAN + Wifi 802.11b/g/n both
	USB Cable Connectivity	Standard + Micro Both
	Data Support	4G/LTE
Internal Speakers	Yes	
Orientation of the Tablet in Casing	Vertical	
Biometric Attendance System Specification	Queue Throughput (Number of people to mark attendance within one minute)	60
	Operational Endurance	24 x 7
	STQC Certified Biometric Identification Device	Single Fingerprint Scanner
	STQC certified Single Finger-Print / Iris biometric device for Aadhar Authentication with driver, in built template extractor software/SDK(mandatorily with license, if required)	Yes
	STQC Certificate number	On Request
	STQC Certificate valid upto	On Request
	UIDAI Registered Device Certification available	Yes
	UIDAI Registered Device Certificate number	On Request
	UIDAI Registered Device Certificate valid upto	On Request
Position of Biometric Scanner in the System	fingerprint scanner should be ergonomically placed to support ease of usage for biometric attendance in standing posture of the users	
Casing	Device Casing Material	Other Tough Material
	Casing Thickness (mm)	5
	Ingress Protection Rating	IP 54
	Drop Test Compliance for Casing from a height of 1 meters	Yes
	Separate Charging Non USB Port Availability with AC Adaptor	Yes
	Micro USB host cable	Yes
	ROHS Compliance Certificate	Yes
	Operating Temperature Range (Degree C)	10
	Storage Temperature Range (Degree C)	60
	Operating Humidity (RH) (%)	90

Miscellaneous	Type Test Certificate Covering all parameters and Environmental tests from STQC certified lab	Yes
	If Yes, TTC number and Date	MANTRA
	If Yes, Name of the Lab	MANTRA
	If Yes, Address of the Lab	AHMEDABAD
	On Site OEM Warranty (Year)	1

खरीदार परिभाषित अतिरिक्त विशिष्टता के लिए | Buyer Defined Additional Specification for Mantra Android Based Tablet integrated with Biometric Identification Device Housed in Rugged Casing

विनिर्देश Specification	मूल्य Value
Buy Back of old Mantra Aadhar Enabled Biometric Device MFS Tab (2 Nos.)	The price quoted should be after deduction of Buy Back value only.

शुद्धिपत्र | Corrigendum

1. तक बढ़ाया गया | Extended Upto : 2024-06-18 11:00:00

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	NA
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	NA

नियम और शर्तें | Terms and Conditions

1. Special terms and conditions- Version:1 effective from 04-05-2020

1.1 Tablet Based Biometric Attendance System should have Android 4.4.x or higher, unrooted and Safety Net passed.

2. General Terms and Conditions-

2.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.

2.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

3. Buyer Added Bid Specific Terms and Conditions-

3.1 *Generic*

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

3.2 *Scope of Supply:*

Scope of supply (Bid price to include all cost components) : Only supply of Goods

3.3 *Generic*

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3.4 *Generic*

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 5 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

3.5 *Generic*

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

3.6 *Generic*

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

3.7 *Generic*

Experience Criteria: The Bidder or its OEM (themselves or through reseller(s)) should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

3.8 *Generic*

Manufacturer Authorization:Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

3.9 *Generic*

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

3.10 *Generic*

The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as

per normal industry practice, following accessories must be part of supply and cost should be included in bid price:

The Bid Quoted price should be after deduction of Buy Back Value and should be inclusive of all postal charges, taxes etc., No additional amount shall be paid.

3.11 Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

3.12 Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

3.13 Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

3.14 Certificates:

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

3.15 Certificates:

To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid):

GST Registration, OEM Authorization, Turn over, past experience, Break up Price with Buy back value and its GST

3.16 Turnover:

Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

3.17 Turnover:

OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

3.18 Service & Support:

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

3.19 Service & Support:

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

3.20 Service & Support:

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

3.21 Warranty:

Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

3.22 Warranty:

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 7 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG).Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

3.23 Buyback for Non PFMS / Non GPA :

Buyback for Non PFMS/Non GPA:

1. GST will apply on the value of buyback and separate invoice is to be prepared by Government buyer/Consignee for buyback items offline outside the GeM system. Vendor should work out input credit for that GST applicable on the buy back while quoting the product/services.
2. Input GST Credit consideration by seller- seller shall offer the prices in the bid by the total amount of new goods including GST- total amount of old goods quoted by the firm excluding GST. This is because GST charged by buyer on buy-back value will be available for full ITC (input tax credit) on the hands of bidder. Therefore, for the purpose of quoting in the bid and evaluation, value as quoted by the bidder (excluding any GST on buy back) as indicated in column G below will be considered.

Illustrative examples for bidders are as under for understanding of the seller.

Excel sheet for explanation to Buyback ATC							
S.no	Cost of Fresh Good (A)	%age of GST on Fresh Good as considered by seller at the time of quote (B).	GST Amount on Fresh Good (C)	Cost of Buyback item (D)	%age of GST on Buyback items (E) as fixed by buyer in the bid	GST Amount on Buyback item (F) as applicable at the time of invoice by buyer	Quote of the Bidder (G={A+C-D})

1	100	28	28	20	8	1.6	108
2	100	9	9	20	8	1.6	89
3	110	10	11	24	8	1.92	97

Seller after the award of the GeM contract, will indicate all column A to G which will not alter their quoted price indicated in Column-G

3. Successful lowest bidder has to provide detailed cost break up of tendered items as well as buy back items separately after award of contract through email to the government buyer/consignee.
4. The seller of new item /service provider shall deposit the cost of invoiced buy back item with GST to the buyer for allowing seller to lift up the material from the buyer/consignee premise.
5. Transportation of buy back items from buyer premises shall be arranged by the seller itself without any extra cost.
6. Government Buyer organisation /consignee will issue invoice of buy back items to the seller at the cost of buyback to be indicated to the buyer by the seller offline after receipt of order. This in no case will modify the bid in any manner.
7. The seller will be entirely responsible for the safe disposal of old items without affecting the environment in any manner as per prevailing statutory rules and Act/ law of the land.
8. The seller may visit the site and inspect the condition of buy back item in advance before quoting for the bid.
9. Receipt of payment by the buyer for Old items and invoicing by buyer will be out of GeM portal.
10. Government Buyer will upload the details of old goods along with the bid in the corrigendum with minimum price.
11. If the minimum price (Optional) is indicated and sellers of new item who are not agreeing to take back the old item at equal to or above that minimum price should not participate in the bid.
12. In case they participate into the bid and afterwards indicates the price of old goods, less than the minimum price shown by Government Buyer in corrigendum, EMD of the bidder will be forfeited.
13. Item Details Consignee wise will be indicated in the corrigendum like -
 1. Consignee wise
 2. Item Description
 3. Serial Number
 4. Model
 5. Brand
 6. Year of manufacturing
 7. Purchased on
 8. Age
 9. Size, Rating, Designation
 10. Quantity
 11. Min price (Optional)
 12. Unit
 13. Working Guidelines (/Functional/Non-Functional)
 14. Remarks
14. The successful bidder shall remove the old goods from the premise of the Government buyer/consignee at the time of the supply, installation and commissioning of fresh goods. Seller will be entitled for payment only after removal of old goods from Government buyer/consignee/user's premise and after supplying the fresh goods in terms of contract.
15. Note: This clause of ATC shall be operated by non PFMS; non GPA buyer i.e. all PSU working through their ERP and not integrated with GPA.

3.24 Past Project Experience:

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

3.25 Past Project Experience:

The Bidder / OEM (themselves or through reseller(s)), should have executed project for supply and installation / commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:

- (i) Single order of at least 35% of estimated bid value; or
- (ii) Two orders of at least 20% each of estimated bid value; or
- (iii) Three orders of at least 15% each of estimated bid value.

Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion

3.26 Financial Criteria:

NET WORTH: Net Worth of the OEM should be positive as per the last audited financial statement.

3.27 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

1. GST Registration,
2. OEM Authorization,
3. Turn over,
4. past experience,
5. Break up Price with Buy back value and its GST

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.

