

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687732181883

अनुबंध तिथि | Generated Date : 05-Feb-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/3981292](#)

## संगठन विवरण | Organisation Details

प्ररूप | Type : Central PSU  
मंत्रालय | Ministry : Ministry of Civil Aviation  
विभाग | Department : Airports Authority of India (AAI)  
संगठन का नाम | Organisation Name : Airports Authority of India  
कार्यालय क्षेत्र | Office Zone: Airports Authority Of India Bhubaneswar Airport

## खरीदार विवरण | Buyer Details

पद | Designation : Manager CNS  
संपर्क नंबर | Contact No. : 674-2596330-2224  
ईमेल आईडी | Email ID : buycon105.aai.or@gembuyer.in  
जीएसटीआईएन | GSTIN : 21AAACA6412D12K  
पता | Address : AIRPORTS AUTHORITY OF INDIA, B.P.I.AIRPORT, BHUBANESWAR-751020, KHORDA, ODISHA-751020, India

## वित्तीय स्वीकृति विवरण | Financial Approval Detail

आईएफडी सहमति | IFD Concurrence : No  
प्रशासनिक अनुमोदन का पदनाम | Designation of Administrative Approval: Airport Director  
वित्तीय अनुमोदन का पदनाम | Designation of Financial Approval: AGM (Fin)

## भुगतान प्राधिकरण विवरण | Paying Authority Details

Role: PAO  
भुगतान का तरीका | Payment Mode: GPA - Challan  
पद | Designation : Manager Finance PA  
ईमेल आईडी | Email ID : pao2.aai.bbs@gembuyer.in  
जीएसटीआईएन | GSTIN : -  
पता | Address: AIRPORTS AUTHORITY OF INDIA, B.P.I.AIRPORT, BHUBANESWAR-751020, KHURDA, ODISHA-751020, India  
Payments shall be made to the seller within 30 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10-days time as provided in clause 12 of GeM GTC)

## विक्रेता विवरण | Seller Details

जेम विक्रेता आईडी | GeM Seller ID : F10F190000979154  
कंपनी का नाम | Company Name : XEROBIT VENTURES INDIA PRIVATE LIMITED  
संपर्क नंबर | Contact No. : 07873873878  
ईमेल आईडी | Email ID : info@xerobit.in  
पता | Address : PLOT NO. A/180, SAHEED NAGAR, BHUBANESWAR, ODISHA-751007, -  
एमएसएमई सत्यापित | MSME verified : No  
एमएसएमई पंजीकरण संख्या | MSME Registration number : UDYAM-OD-19-0008081  
एमएसई सामाजिक श्रेणी | MSE Social Category : General  
एमएसई लिंग श्रेणी | MSE Gender : Male  
जीएसटीआईएन | GSTIN: 21AAACX4110H1ZY

\*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 : TOSHIBA 2 TB Wired Portable Hard Disk ब्रांड   Brand : TOSHIBA ब्रांड प्रकार   Brand Type : Registered Brand कैटलॉग की स्थिति   Catalogue Status: OEM verified catalogue कैसे बेचा जा रहा है   Selling As : OEM verified Reseller श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : portable hard disk (Q2) मॉडल   Model: HDP320AK3AA एचएसएन कोड   HSN Code: HSN not specified by seller	15	pieces	5,957	जीएसटी   GST (18%) : 13,630.424 जीएसटी उपकर 1   GST Cess 1 (0%) : 0 जीएसटी उपकर 2   GST Cess 2 (0 per accounting unit) : 0 जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)   Input Tax Credit (ITC) on GST1 (100%) : 13,630.424 जीएसटी उपकर पर आईटीसी 1   ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2   ITC on GST Cess 2 (0%) : 0	89,355
कुल ऑर्डर मूल्य   Total Order Value (in INR)						89,355

## परेषिती विवरण | Consignee Detail

वितरण पूरा कब

क्र.सं.   S.No	प्रेषिती   Consignee	वस्तु   Item	लॉट नंबर   Lot No.	मात्रा   Quantity	दिनांक के बाद डिलीवरी शुरू करना है   Delivery Start After	तक करना है   Delivery To Be Completed By
1	पद   Designation : - ईमेल आईडी   Email ID : buycon105.aai.or@gembuyer.in संपर्क   Contact : 674-2596330-2224 जीएसटीआईएन   GSTIN : 21AAACA6412D1ZK पता   Address : AIRPORTS AUTHORITY OF INDIA, B.P.I.AIRPORT, BHUBANESWAR-751020, KHORDA, ODISHA-751020, India	TOSHIBA 2 TB Wired Portable Hard Disk	-	15	05-Feb-2024	20-Feb-2024
Product Specification for TOSHIBA 2 TB Wired Portable Hard Disk						
विनिर्देश   Specification	उप-विनिर्देश   Sub-Spec					मूल्य   Value
Specification	Type					External Portable
	Connectivity					Wired
	Digital Storage Capacity (TB)					2
	Speed (rpm)					5400
	Data Transfer Rate (Gb/sec)					5
	OS Compatibility					Windows & Mac
	Interface					Type A USB
	Cloud Backup (for Wireless type)					No
	Network Connectivity					No
	Password Protection					No
	External Power Required					No
	Water Resistant					No
	Shock Resistant					No
	Backward Compatibility					Yes
	Dimension (W x H x D) (mm x mm x mm)					107*78*14
	Weight (grams)					149
	Standard Accessories to be supplied with the Hard Disk					USB 3.2 Gen 1 cable
	Operating Temperature Range (Degree C)					NA
	Operating Humidity ( % RH)					0
	Availability of Test Reports from Central Govt / NABL approved / ILAC accredited lab to prove conformity to the specification (Test reports are to be furnished when demanded by buyer)					No
	If yes, Test Report Number and Date					NA
	If yes, Name of the Lab					NA
	If yes, Address of the Lab					NA
	On Site OEM Warranty (Years)					3
खरीदार परिभाषित अतिरिक्त विशिष्टता के लिए   Buyer Defined Additional Specification for TOSHIBA 2 TB Wired Portable Hard Disk						
विनिर्देश   Specification				मूल्य   Value		
Version				USB 3.0 or higher		
Compatibility				Windows/Linux		
Minimum Data Transfer Rate (Gb/sec)				5		
Standard Accessories to be supplied with the Hard Disk				USB Cable		
Operating Temperature Range (Degree C)				0 to 60		
ईपीबीजी विवरण   ePBG Detail						
सलाहकार बैंक   Advisory Bank :					NA	

## आरसीएम/एफसीएम के संबंध में सामान्य खंड | General Clauses w.r.t RCM/FCM

1. Where ever RCM is applicable, for sellers (Regular GST registered seller who opted out of FCM as per notifications of GST like GTA , unregistered seller), Buyer have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this contract. Seller will invoice buyer with Zero GST and GST cess.
2. For Registered sellers as per FCM, rates will be inclusive of prescribed rate of GST and GST cess. ITC available to buyer as shown in the bid document have been applied while evaluating the bids. Seller has liability of paying the GST and GST cess to the govt and same will be charged from buyer while invoice.
3. For Registered sellers who opted for RCM while quoting for specified category under section 9(3) like GTA rates will be exclusive of GST and GST cess. GST and GST cess as indicated by the buyer in the bid document payment of GST and GST Cess will be the liability of buyer.
4. For Unregistered sellers Liability of payment of GST and GST cess is in Buyers scope. GST and GST cess as indicated by the buyer in the bid document will be the liability of buyer . Unregistered seller will invoice buyer with zero GST and Zero GST cess.
5. For sellers under Composition Scheme: There is no liability of payment of GST and GST cess in Buyers cope. Seller will invoice Zero GST and GST cess in the invoice to buyer.

## नियम और शर्तें | Terms and Conditions

### 1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 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

### 2. Buyer Added Bid Specific Terms and Conditions-

#### 2.1 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.

#### 2.2 Scope of Supply:

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

#### 2.3 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.

#### 2.4 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 %.

#### 2.5 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.

#### 2.6 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 / Public Listed Company 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.

#### 2.7 Generic

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

- (a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-
  - (i) Inhibit the desires and designed function of the equipment.
  - (ii) Cause physical damage to the user or equipment during the exploitation.
  - (iii) Tap information resident or transient in the equipment/network.
- (b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

#### 2.8 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

#### 2.9 Generic

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

#### 2.10 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.

**2.11 Service & Support:**

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

**2.12 Certificates:**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

**2.13 Buyer Added Bid Specific ATC:**

Buyer Added text based ATC clauses

**A. Experience Criteria**

Bidder should have successfully completed similar or with better (higher) requirements, works or services with

1. One Work Order of value equal to 80% or more of the estimated cost or quantity or
2. Two separate Works Orders, each for a value equal to 50% or more of the estimated cost or quantity or
3. Three separate Work Orders, each for a value equal to 40% or more of the estimated cost or quantity

The above criteria should be completed in last 7 years.

Bidder is required to submit the following documents to comply to experience criteria :

- 1) Copy of Purchase Order(s)/Work Order(s)
- 2) Copy of Execution Certificate(s) issued by client i.r.o. Purchase Order(s)/Work Order(s) submitted.

(OR)

Copy of GeM-CRAC(s) (Consignment Receipt and Acceptance Certificate) i.r.o. Purchase Order(s)/Work Order(s) submitted.

- 3) TDS Certificate i.r.o. Purchase Order(s)/Work Order(s) submitted, in case executed in private sector.

**B. Non-return of hard disk**

As per Buyer Organization's Security Policy, faulty hard disk shall not be returned back to the OEM/supplier against warranty replacement.

**C. ISO 9001:2015 Certificate**

Bidder is required to submit the ISO 9001:2015 (or latest) of OEM along with the bid.

**D. On site OEM Warranty**

Supplied product(s) shall have minimum On Site OEM Warranty of 03 years from the date of supply.

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।

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