

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687737040465

अनुबंध तिथि | Generated Date : 20-Feb-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4516156](#)

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्रकार   Type : State Government मंत्रालय   Ministry : - विभाग   Department : School Education Department Tamil Nadu संगठन का नाम   Organisation Name : Directorate of School Education कार्यालय क्षेत्र   Office Zone: Directorate of Public Libraries	पद   Designation : Librarian and Information Officer संपर्क नंबर   Contact No. : - ईमेल आईडी   Email ID : dplchn@tn.gov.in जीएसटीआईएन   GSTIN : - पता   Address : Directorate of Public Libraries, 737/1 Anna Salai, Chennai - 600002, CHENNAI, TAMIL NADU-600002, 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: DIRECTOR OF PUBLIC LIBRARIES वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval: DIRECTOR OF PUBLIC LIBRARIES	Role: PAO भुगतान का तरीका   Payment Mode: Offline पद   Designation : Assistant Director ईमेल आईडी   Email ID : buyer240.dse.tn@nic.in जीएसटीआईएन   GSTIN : - पता   Address: Directorate of Public Libraries, 737/1 Anna Salai, Chennai - 600002, Chennai, TAMIL NADU-600002, India

विक्रेता विवरण   Seller Details
जेम विक्रेता आईडी   GeM Seller ID : 8FEF230008056557 कंपनी का नाम   Company Name : ATECHSSYSTEM INTEGRATOR PRIVATE LIMITED संपर्क नंबर   Contact No. : 09626696262 ईमेल आईडी   Email ID : info@atechs.in पता   Address : 183/5, Vikash Buildings, putheri, Putheri, Kanyakumari, TAMIL NADU-629001, - एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-TN-02-0193281 एमएसई सामाजिक श्रेणी   MSE Social Category : OBC एमएसई लिंग श्रेणी   MSE Gender : Female जीएसटीआईएन   GSTIN: 33AAYCA0024H1ZV

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

वितरण निर्देश | Delivery Instructions : NA

#	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 : 16 Channel DVR Full 5MP Support ब्रांड   Brand : CPPLUS ब्रांड प्रकार   Brand Type : Unbranded कैटलॉग की स्थिति   Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है   Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : BOQ (Q3) मॉडल   Model: CP-UVR-1601F1-IC एचएसएन कोड   HSN Code: HSN not specified by seller	30	Nos	9,310.2	NA	279,306
2	उत्पाद का नाम   Product Name : 5 MP Bullet Camera HD with Build in Mic ब्रांड   Brand : CPPLUS ब्रांड प्रकार   Brand Type : Unbranded कैटलॉग की स्थिति   Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है   Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : BOQ (Q3) मॉडल   Model: CP-USC-TC51PL2C एचएसएन कोड   HSN Code: HSN not specified by seller	240	Nos	1,593	NA	382,320
3	उत्पाद का नाम   Product Name : 5 MP Dome Camera HD with Build in Mic ब्रांड   Brand : CPPLUS ब्रांड प्रकार   Brand Type : Unbranded कैटलॉग की स्थिति   Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है   Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : BOQ (Q3)	120	Nos	1,489.16	NA	178,699.2

	मॉडल  Model: CP-USC-DC51PL2C एचएसएन कोड  HSN Code: HSN not specified by seller					
4	उत्पाद का नाम  Product Name : 2 TB Surveillance HDD ब्रांड Brand : KRYSTAA/DIACHI ब्रांड प्रकार  Brand Type : Unbranded कैटलॉग की स्थिति  Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है  Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश  Category Name & Quadrant : BOQ (Q3) मॉडल  Model: 2TB HARDDISK एचएसएन कोड  HSN Code: HSN not specified by seller	30	Nos	2,600.72	NA	78,021.6
5	उत्पाद का नाम  Product Name : Others Including all Accessories ब्रांड Brand : ATECHS ब्रांड प्रकार  Brand Type : Unbranded कैटलॉग की स्थिति  Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है  Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश  Category Name & Quadrant : BOQ (Q3) मॉडल  Model: CASING,INSTALLATION ACCESSORIES,RACK एचएसएन कोड  HSN Code: HSN not specified by seller	30	Set	1,888	NA	56,640
6	उत्पाद का नाम  Product Name : Cable Cable Laying Charge Installation Charge ब्रांड Brand : ATECHS ब्रांड प्रकार  Brand Type : Unbranded कैटलॉग की स्थिति  Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है  Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश  Category Name & Quadrant : BOQ (Q3) मॉडल  Model: ATECHS एचएसएन कोड  HSN Code: HSN not specified by seller	30	Set	12,390	NA	371,700
7	उत्पाद का नाम  Product Name : 8 Channel DVR Full SMP Support ब्रांड Brand : CPPLUS ब्रांड प्रकार  Brand Type : Unbranded कैटलॉग की स्थिति  Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है  Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश  Category Name & Quadrant : BOQ (Q3) मॉडल  Model: CP-UVR-0801F1-IC एचएसएन कोड  HSN Code: HSN not specified by seller	307	Nos	5,210.88	NA	1,599,740.16
8	उत्पाद का नाम  Product Name : 5 MP Bullet Camera HD with Build in Mic ब्रांड Brand : CPPLUS ब्रांड प्रकार  Brand Type : Unbranded कैटलॉग की स्थिति  Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है  Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश  Category Name & Quadrant : BOQ (Q3) मॉडल  Model: CP-USC-TC51PL2C एचएसएन कोड  HSN Code: HSN not specified by seller	1,842	Nos	1,593	NA	2,934,306
9	उत्पाद का नाम  Product Name : 5 MP Dome Camera HD with Build in Mic ब्रांड Brand : CPPLUS ब्रांड प्रकार  Brand Type : Unbranded कैटलॉग की स्थिति  Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है  Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश  Category Name & Quadrant : BOQ (Q3) मॉडल  Model: CP-USC-DC51PL2C एचएसएन कोड  HSN Code: HSN not specified by seller	614	Nos	1,489.16	NA	914,344.24
10	उत्पाद का नाम  Product Name : 2 TB Surveillance HDD ब्रांड Brand : KRYSTAA/DIACHI ब्रांड प्रकार  Brand Type : Unbranded कैटलॉग की स्थिति  Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है  Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश  Category Name & Quadrant : BOQ (Q3) मॉडल  Model: 2TB HARDDISK एचएसएन कोड  HSN Code: HSN not specified by seller	307	Nos	2,600.72	NA	798,421.04
11	उत्पाद का नाम  Product Name : Others Including all Accessories ब्रांड Brand : ATECHS ब्रांड प्रकार  Brand Type : Unbranded कैटलॉग की स्थिति  Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है  Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश  Category Name & Quadrant : BOQ (Q3) मॉडल  Model: CASING,INSTALLATION ACCESSORIES,RACK एचएसएन कोड  HSN Code: HSN not specified by seller	307	Set	1,888	NA	579,616
12	उत्पाद का नाम  Product Name : Cable Cable Laying Charge Installation Charge ब्रांड Brand : ATECHS ब्रांड प्रकार  Brand Type : Unbranded कैटलॉग की स्थिति  Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है  Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश  Category Name & Quadrant : BOQ (Q3) मॉडल  Model: ATECHS एचएसएन कोड  HSN Code: HSN not specified by seller	307	Set	8,260	NA	2,535,820

कुल ऑर्डर मूल्य | Total Order Value (in INR)

10,708,934.24

परेषिती विवरण | Consignee Detail

क्र.सं.   S.No	परेषिती   Consignee	वस्तु   Item	लॉट नंबर   Lot No.	मात्रा   Quantity	दिनांक के बाद डिलीवरी शुरू करना है   Delivery Start After	वितरण पूरा कब तक करना है   Delivery To Be Completed By
1	पद   Designation :- ईमेल आईडी   Email ID : buyer240.dse.tn@gembuyer.in संपर्क   Contact :- जीएसटीआईएन   GSTIN :- पता   Address : Directorate of Public Libraries, 737/1 Anna Salai, Chennai - 600002, CHENNAI, TAMIL NADU-600002, India	16 Channel DVR Full 5MP Support	-	30	20-Feb-2024	21-Mar-2024
		5 MP Bullet Camera HD with Build in Mic	-	240	20-Feb-2024	21-Mar-2024
		5 MP Dome Camera HD with Build in Mic	-	120	20-Feb-2024	21-Mar-2024
		2 TB Surveillance HDD	-	30	20-Feb-2024	21-Mar-2024
		Others Including all Accessories	-	30	20-Feb-2024	21-Mar-2024
		Cable Cable Laying Charge Installation Charge	-	30	20-Feb-2024	21-Mar-2024
		8 Channel DVR Full 5MP Support	-	307	20-Feb-2024	21-Mar-2024
		5 MP Bullet Camera HD with Build in Mic	-	1,842	20-Feb-2024	21-Mar-2024
		5 MP Dome Camera HD with Build in Mic	-	614	20-Feb-2024	21-Mar-2024
		2 TB Surveillance HDD	-	307	20-Feb-2024	21-Mar-2024
		Others Including all Accessories	-	307	20-Feb-2024	21-Mar-2024
		Cable Cable Laying Charge Installation Charge	-	307	20-Feb-2024	21-Mar-2024

विनिर्देश | Specification1

[विशिष्टता दस्तावेज़ | Specification Document](#)

[क्रेता बीओक्यू दस्तावेज़ | Buyer BOQ Document](#)

[बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन | Compliance of BOQ Specification And Supporting Document](#)

**टिप्पणी | Note:** Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

**टिप्पणी | Note:** Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

विनिर्देश | Specification2

[विशिष्टता दस्तावेज़ | Specification Document](#)

[क्रेता बीओक्यू दस्तावेज़ | Buyer BOQ Document](#)

[बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन | Compliance of BOQ Specification And Supporting Document](#)

**टिप्पणी | Note:** Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

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[विशिष्टता दस्तावेज़ | Specification Document](#)

[क्रेता बीओक्यू दस्तावेज़ | Buyer BOQ Document](#)

[बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन | Compliance of BOQ Specification And Supporting Document](#)

**टिप्पणी | Note::** Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

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**विनिर्देश | Specification12**

[विशिष्टता दस्तावेज़ | Specification Document](#)

[क्रेता बीओक्यू दस्तावेज़ | Buyer BOQ Document](#)

[बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन | Compliance of BOQ Specification And Supporting Document](#)

**टिप्पणी | Note::** Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

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**शुद्धिपत्र | Corrigendum**

1. तक बढ़ाया गया | Extended Upto : 2024-02-01 18:00:00
2. तक बढ़ाया गया | Extended Upto : 2024-02-05 18:00:00
3. तक बढ़ाया गया | Extended Upto : 2024-02-09 09:00:00

**ईपीबीजी विवरण | ePBG Detail**

सलाहकार बैंक   Advisory Bank :	State Bank of India
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%):	3.00

बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा | The bidder shall furnish ePBG as applicable as per bid's terms and conditions

**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 Generic.**

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

The Director  
Directorate Of Public Libraries  
737/1 Anna Salai  
Thousand Lights  
Chennai , Tamilnadu - 600 002

**2.3 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.

**2.4 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 7 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

**2.5 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 %.

**2.6 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.

**2.7 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 / 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.

**2.8 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.

**2.9 Generic**

IT equipment shall be IPv6 ready from day one.

**2.10 Generic**

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

**2.11 Generic**

OPTIONAL SITE VISIT:

1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder.

for all the Installation Site

2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.

3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

**2.12 Generic**

Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

**2.13 Generic**

Non return of Hard Disk: As per Buyer organization's Security Policy,Faulty Hard Disk of Servers/Desktop Computers/ Laptops etc. will not be returned back to the OEM/supplier against warranty replacement.

**2.14 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

**2.15 Generic**

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

**2.16 Generic**

Shelf Life: The Product/Spare parts to be supplied as part of the services must have minimum

3 Years

Shelf Life. On the date of supply, minimum

3 Years

usable shelf life should be available / balance.

**2.17 Generic**

Scope of supply includes Training: Number of employees to be trained

2

, Place for Training

Installation Site

and Duration of training

2

days.

**2.18 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.

**2.19 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.

**2.20 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:

Including all Accessories

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**2.21 Generic**

The Buyer has an existing set up / inventory of similar products. The offered / supplied product must be compatible with existing system. The bidder has to ensure Compatibility of the supplied items or shall have to include in the supply the necessary hardware / software to make them compatible at no extra cost to the buyer. The details of items with which compatibility is required are as under:

After the Completion of the Warranty Period 10%

**2.22 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.

**2.23 Forms of EMD and PBG:**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

Directorate Of Public Libraries

payable at

Chennai

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Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

**2.24 Buyer Added Bid Specific ATC:**

Buyer uploaded ATC document [Click here to view the file](#).

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.