

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687726081053

अनुबंध तिथि | Generated Date : 16-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4490624](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्ररूप Type : Central Autonomous मंत्रालय Ministry : Ministry of Science and Technology विभाग Department : Department of Scientific and Industrial Research (DSIR) संगठन का नाम Organisation Name : Council of Scientific and Industrial Research (CSIR) कार्यालय क्षेत्र Office Zone : Csir-national Aerospace Laboratories, Bengaluru	पद Designation : JSA संपर्क नंबर Contact No. : 080-25086042- ईमेल आईडी Email ID : damodharrao.nal@nic.in जीएसटीआईएन GSTIN : 29AAATC2716R1ZB पता Address : Old Airport Road, Kodihalli, Bangalore - 560 017,, BANGALORE, KARNATAKA-560017, 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 : SPO, CSIR-NAL, Bengaluru वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : FAO, CSIR-NAL, Bengaluru	Role: PAO भुगतान का तरीका Payment Mode: Offiine पद Designation : Finance & Accounts Officer ईमेल आईडी Email ID : anna.nal@nic.in जीएसटीआईएन GSTIN : N पता Address : CSIR-National Aerospace Laboratories PB 1779, Old Airport Road, Kodihalli, Bangalore - 560 017, URL : www.nal.res.in, BANGALORE CITY, KARNATAKA-560017, India

विक्रेता विवरण Seller Details
जेम विक्रेता आईडी GeM Seller ID : 26EF180000112493 कंपनी का नाम Company Name : MVD TECHNOLOGIES PRIVATE LIMITED संपर्क नंबर Contact No. : 09818107186 ईमेल आईडी Email ID : sales@mvdtec.com पता Address : OFFICE NO. - 202, KRISHNA COMPLEX 52-A,HASANPUR, IP EXTN, DELHI, DELHI-110092, - एमआईआई स्थिति MII Status : True एमएसएमई सत्यापित MSME verified : No एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-DL-02-0003475 एमएसई सामाजिक श्रेणी MSE Social Category : General एमएसई लिंग श्रेणी MSE Gender : Female जीएसटीआईएन GSTIN : 09AACCE3575B1ZU (B) , 07AACCE3575B1ZY (R)

*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 : SPI based IP Phone and PoE Switches 01 ब्रांड Brand : Clixo and Anda 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 : IPX940 and ATS2528P एचएसएन कोड HSN Code : 8517	19	Nos	4,220	NA	80,180
2	उत्पाद का नाम Product Name : SPI based IP Phone and PoE Switches 02 ब्रांड Brand : Clixo and Anda 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 : IPX940 and ATS2528P एचएसएन कोड HSN Code : 8517	19	Nos	4,220	NA	80,180
3	उत्पाद का नाम Product Name : SPI based IP Phone and PoE Switches 03 ब्रांड Brand : Clixo and Anda 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	19	Nos	4,220	NA	80,180

	श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: IPX940 and ATS2528P एचएसएन कोड HSN Code: 8517					
4	उत्पाद का नाम Product Name : SPI based IP Phone and PoE Switches 04 ब्रांड Brand : Clixo and Anda 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: IPX940 and ATS2528P एचएसएन कोड HSN Code: 8517	19	Nos	4,220	NA	80,180
5	उत्पाद का नाम Product Name : SPI based IP Phone and PoE Switches 05 ब्रांड Brand : Clixo and Anda 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: IPX940 and ATS2528P एचएसएन कोड HSN Code: 8517	4	Nos	27,820	NA	111,280
कुल ऑर्डर मूल्य Total Order Value (in INR)						432,000

परोषिती विवरण | Consignee Detail

क्र.सं. S.No	परोषिती 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 : damu.nal@nic.in संपर्क Contact : 080-25086095-6095 जीएसटीआईएन GSTIN : - पता Address : Old Airport Road, Kodihalli, Bangalore - 560 017,, BANGALORE, KARNATAKA-560017, India	SPI based IP Phone and PoE Switches 01	-	19	16-Apr-2024	26-Apr-2024
		SPI based IP Phone and PoE Switches 02	-	19	16-Apr-2024	26-Apr-2024
		SPI based IP Phone and PoE Switches 03	-	19	16-Apr-2024	26-Apr-2024
		SPI based IP Phone and PoE Switches 04	-	19	16-Apr-2024	26-Apr-2024
		SPI based IP Phone and PoE Switches 05	-	4	16-Apr-2024	26-Apr-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.

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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](#)

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विनिर्देश | Specification3

[विशिष्टता दस्तावेज़ | Specification Document](#)

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

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

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विनिर्देश | Specification4

[विशिष्टता दस्तावेज़ | Specification Document](#)

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

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

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विनिर्देश | Specification5

[विशिष्टता दस्तावेज़ | Specification Document](#)

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

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

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ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक | Advisory Bank :

NA

ईपीबीजी प्रतिशत (%) | ePBG Percentage(%):

NA

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 *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.

2.3 *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.

2.4 *Buyer Added Bid Specific ATC:*

Buyer Added text based ATC clauses

Bidders are Strictly informed to submit the Technical Compliance to the Product specifications, DATA Sheet of the product offered, Local Content Certificate & Valid OEM Authorization Certificate.

Failing which the offers will be rejected.

2.5 *Buyer Added Bid Specific ATC:*

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

2.6 *Service & Support:*

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

2.7 *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.

2.8 *Service & Support:*

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

2.9 *Warranty:*

Warranty period of the supplied products shall be 3 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.

2.10 *Certificates:*

ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

2.11 *Generic*

IT equipment shall be IPv6 ready from day one.

2.12 *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.

2.13 *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.

2.14 *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*

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.

2.16 *Scope of Supply:*

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

2.17 *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):

Bidders are Strictly informed to submit the Technical Compliance to the Product specifications, DATA Sheet of the product offered, Local Content Certificate & Valid OEM Authorization Certificate. Failing which the offers will be rejected.

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*

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

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.