

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687768851297

अनुबंध तिथि | Generated Date : 22-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4423967](#)

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: Indore

खरीदार विवरण | Buyer Details

पद | Designation : Assistant General Manager
संपर्क नंबर | Contact No. : 0731-2626202-
ईमेल आईडी | Email ID : buycon22.aai.indore@gembuyer.in
जीएसटीआईएन | GSTIN : 23AAACA6412D1ZG
पता | Address : Devi Ahilya Bai Holkar Airport, BIJASAN ROAD, INDORE, MADHYA PRADESH-452005, India

वित्तीय स्वीकृति विवरण | Financial Approval Detail

आईएफडी सहमति | IFD Concurrence : No
प्रशासनिक अनुमोदन का पदनाम | Designation of Administrative Approval: JGM(CNS)
वित्तीय अनुमोदन का पदनाम | Designation of Financial Approval: SM(Fin)

भुगतान प्राधिकरण विवरण | Paying Authority Details

Role: PAO
भुगतान का तरीका | Payment Mode: GPA - Challan
पद | Designation : SR MGR FINANCE
ईमेल आईडी | Email ID : pao43.aai.mp@gembuyer.in
जीएसटीआईएन | GSTIN : 23AAACA6412D1ZG
पता | Address: Devi Ahilya Bai Holkar Airport, BIJASAN ROAD, INDORE, MADHYA PRADESH-452005, 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 : 67F4180000345527
कंपनी का नाम | Company Name : DATA Rack Technologies
संपर्क नंबर | Contact No. : 09818522132
ईमेल आईडी | Email ID : sales@datarackindia.com
पता | Address : S-23,BASEMENT,OKHLA INDUSTRIAL AREA PHASE-II, New Delhi, DELHI-110020, -
एमआईआई स्थिति | MII Status : True
एमएसएमई सत्यापित | MSME verified : Yes
एमएसएमई पंजीकरण संख्या | MSME Registration number : UDYAM-DL-08-0010353
एमएसई सामाजिक श्रेणी | MSE Social Category : General
एमएसई लिंग श्रेणी | MSE Gender : Female
जीएसटीआईएन | GSTIN: 07BKYPM3760J1ZF (B) , (R) , (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 (Including of all Duties and Taxes in INR) |
|--|--|-------------------------------|-------------|-------------------------------------|--|---|
| 1 | उत्पाद का नाम Product Name : DATARACK 42U Portable Racks Networking/Server Rack ब्रांड Brand : DATARACK 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 : Networking / Server Rack (Q2) मॉडल Model: DRFS-6042-01 एचएसएन कोड HSN Code: 84733099 | 10 | pieces | 40,500 | जीएसटी GST (18%) : 61,779.661 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 GST I (100%) : 61,779.661 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (100%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (100%) : 0 | 405,000 |
| कुल ऑर्डर मूल्य Total Order Value (in INR) | | | | | | 405,000 |

प्रेषिती विवरण | Consignee Detail

| | | | | | | |
|--|--|--|--|--|---------------|---------------------------|
| | | | | | दिनांक के बाद | वितरण पूरा कब तक करना है। |
|--|--|--|--|--|---------------|---------------------------|

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 Generic

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

O/O AIRPORT DIRECTOR
AIRPORTS AUTHORITY OF INDIA
DABH AIRPORT
INDORE
MP-452005
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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 5 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

End User Certificate: Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.

2.8 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.

2.9 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

2.10 Generic

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

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Shelf Life. On the date of supply, minimum

5

usable shelf life should be available / balance.

2.11 Generic

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

2.12 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:

DURING WARRANTY PERIOD ITEM MENTIONED IN THE BID SHALL BE REPLACED WITH SIMILAR ITEM.

2.13 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:

ALL ADDITIONAL COMPONENTS AND ACCESSORIES AS PER SITE REQUIREMENT AND AS MENTIONED IN TECHNICAL SPECIFICATION AND TERMS AND CONDITIONS

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2.14 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.

2.15 *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.

2.16 *Scope of Supply:*

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

2.17 *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.

2.18 *Service & Support:*

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

2.19 *Service & Support:*

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

2.20 *Inspection:*

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance: Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

NIL

Post Receipt Inspection at consignee site before acceptance of stores:

BY SITE ENGINEER AT CONSIGNEE SITE LOCATION.

2.21 *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.

2.22 *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.

2.23 *Warranty:*

Warranty period of the supplied products shall be as given in specifications 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.

2.24 *Warranty:*

Over and above the normal Warranty terms as per GeM GTC, the successful bidder / OEM shall have to provide Comprehensive Warranty during the entire Standard warranty period as per contract. : The comprehensive warranty shall be covering the following scope

ALL COST COMPONENTS

(Upload an undertaking with the bid confirming compliance by the bidder if Bidder is taking onus of this compliance. In case OEM is taking onus of this compliance, OEM undertaking is to be uploaded along with Bidder undertaking)

2.25 *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.

2.26 *Forms of EMD and PBG:*

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

AIRPORTS AUTHORITY OF INDIA

Account No.

33986211619

IFSC Code

SBIN0030526

Bank Name

STATE BANK OF INDIA

Branch address

DEVI AHILIYA BAI HOLKAR AIRPORT INDORE MP-452005

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Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

2.27 *Financial Criteria:*

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

2.28 *Buyer Added Bid Specific ATC:*
Buyer Added text based ATC clauses

1) This GeM bid is for Supply & Installation of 42U 19 Inch Server/ Networking Racks (Qty. 10Nos., Width: 600mm, Depth: 1000mm) for various CNS Equipments for New ATC Tower at DABH Airport Indore.

2) All other Terms & Conditions will be applicable as per ATC document.

2.29 *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।

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