

## Contract



**Contract No:** GEMC-511687759172110

**Generated Date:** 15-Dec-2022

**Bid/RA/PBP No.:** [GEM/2022/B/2441970](https://www.gembuyer.in/GEM/2022/B/2441970)

<b>Organisation Details</b>		<b>Buyer Details</b>	
Type:	Central Government	Designation:	Technical Officer A
Ministry:	Ministry of Defence	Contact No.:	080-25049127-9127
Department:	Department of Defence Research & Development	Email ID:	buycon17.oda.ka@gembuyer.in
Organisation Name:	Office of DG (Aero)	GSTIN:	-
Office Zone:	Centre For Airborne Systems, Bangalore	Address:	Centre For Air Borne Systems, Defence R&D Organisation, Ministry of Defence, Belur, Yemlur Post, Bangalore-560037, BANGALORE, KARNATAKA-560037, India

<b>Financial Approval Detail</b>		<b>Paying Authority Details</b>	
IFD Concurrence:	Yes	Payment Mode:	CGDA-CDA
Designation of Administrative Approval:	Director,CABS	Designation:	Technical Officer A
Designation of Financial Approval:	Director, CABS	Email ID:	buycon17.oda.ka@gembuyer.in
		GSTIN:	-
		Address:	Centre For Air Borne Systems, Defence R&D Organisation, Ministry of Defence, Belur, Yemlur Post, Bangalore-560037, BANGALORE, KARNATAKA-560037, India

<b>Seller Details</b>	
GeM Seller ID:	CBBA180000536007
Company Name:	CONNECTIVITY IT SOLUTIONS PRIVATE LIMITED
Contact No.:	09844444524
Email ID:	murthy@connectivitysolutions.in
Address:	No.1877, 3rd Floor,Gangothri,31st Cross, 10th Main,Banashankari 2nd Stage, Bangalore, KARNATAKA-560070, -
MSME verified:	Yes
MSME Registration number:	KR03D0013303
MSE Social Category:	General
GSTIN:	29AAGCC1283L1ZC

**\*GST / Tax invoice to be raised in the name of - Buyer**

<b>Product Details</b>						
#	<b>Item Description</b>	<b>Ordered Quantity</b>	<b>Unit</b>	<b>Unit Price (INR)</b>	<b>Tax Bifurcation (INR)</b>	<b>Price (Inclusive of all Duties and Taxes in INR)</b>
1	<b>Product Name :</b> 27 inch 4K Monitor, KB, Mouse <b>Brand :</b> Samsung <b>Brand Type :</b> Unbranded <b>Catalogue Status :</b> Catalogue not verified by OEM <b>Selling As :</b> Reseller not verified by OEM <b>Category Name &amp; Quadrant :</b> BOQ (Q3) <b>Model:</b> LS27A700NWWXXL <b>HSN Code:</b> 0	24	Number	52,569	NA	1,261,656
2	<b>Product Name :</b> HCI Nodes - All Flash with 3 Node <b>Brand :</b> Cisco <b>Brand Type :</b> Unbranded <b>Catalogue Status :</b> Catalogue not verified by OEM <b>Selling As :</b> Reseller not verified by OEM <b>Category Name &amp; Quadrant :</b> BOQ (Q3) <b>Model:</b> HX-M6-MLB <b>HSN Code:</b> 84715000	1	Number	16,320,392.4	NA	16,320,392.4
3	<b>Product Name :</b> Smart Rack <b>Brand :</b> Eton <b>Brand Type :</b> Unbranded <b>Catalogue Status :</b> Catalogue not verified by OEM <b>Selling As :</b> Reseller not verified by OEM <b>Category Name &amp; Quadrant :</b> BOQ (Q3) <b>Model:</b> EMSRS6K42U <b>HSN Code:</b> 0	1	Number	3,041,280	NA	3,041,280
	<b>Product Name :</b> HCI Fabric Interconnect Switch <b>Brand :</b> Cisco <b>Brand Type :</b> Unbranded					

4	<b>Catalogue Status :</b> Catalogue not verified by OEM <b>Selling As :</b> Reseller not verified by OEM <b>Category Name &amp; Quadrant :</b> BOQ (Q3) <b>Model:</b> HX-FI-6454 <b>HSN Code:</b> 8517	2	Number	820,468.59	NA	1,640,937.18
5	<b>Product Name :</b> Rack mounted 10 KVA UPS <b>Brand :</b> Eaton <b>Brand Type :</b> Unbranded <b>Catalogue Status :</b> Catalogue not verified by OEM <b>Selling As :</b> Reseller not verified by OEM <b>Category Name &amp; Quadrant :</b> BOQ (Q3) <b>Model:</b> EMSRS6K42U <b>HSN Code:</b> 0	1	Number	760,320	NA	760,320
6	<b>Product Name :</b> 1G, 10G Copper Switch <b>Brand :</b> cisco <b>Brand Type :</b> Unbranded <b>Catalogue Status :</b> Catalogue not verified by OEM <b>Selling As :</b> Reseller not verified by OEM <b>Category Name &amp; Quadrant :</b> BOQ (Q3) <b>Model:</b> N9K-C93108TC-FX <b>HSN Code:</b> 8517	1	Number	1,071,110.94	NA	1,071,110.94
7	<b>Product Name :</b> Windows Server 2019 Standard <b>Brand :</b> Microsoft <b>Brand Type :</b> Unbranded <b>Catalogue Status :</b> Catalogue not verified by OEM <b>Selling As :</b> Reseller not verified by OEM <b>Category Name &amp; Quadrant :</b> BOQ (Q3) <b>Model:</b> Windows server 2019 SE <b>HSN Code:</b> 0	3	Number	117,231.21	NA	351,693.63
8	<b>Product Name :</b> RHEL Licenses <b>Brand :</b> Redhat <b>Brand Type :</b> Unbranded <b>Catalogue Status :</b> Catalogue not verified by OEM <b>Selling As :</b> Reseller not verified by OEM <b>Category Name &amp; Quadrant :</b> BOQ (Q3) <b>Model:</b> linux 8 <b>HSN Code:</b> 85238020	2	Number	1,401,000.07	NA	2,802,000.14
9	<b>Product Name :</b> 1TB SSD external disk <b>Brand :</b> Samsung <b>Brand Type :</b> Unbranded <b>Catalogue Status :</b> Catalogue not verified by OEM <b>Selling As :</b> Reseller not verified by OEM <b>Category Name &amp; Quadrant :</b> BOQ (Q3) <b>Model:</b> T7 <b>HSN Code:</b> HSN not specified by seller	4	Number	15,354.8	NA	61,419.2
10	<b>Product Name :</b> VDI Thin Client <b>Brand :</b> Accops <b>Brand Type :</b> Unbranded <b>Catalogue Status :</b> Catalogue not verified by OEM <b>Selling As :</b> Reseller not verified by OEM <b>Category Name &amp; Quadrant :</b> BOQ (Q3) <b>Model:</b> TCA54004K <b>HSN Code:</b> 0	24	Number	30,606.84	NA	734,564.16
Total Order Value (in INR)						<b>28,045,373.65</b>
<b>Consignee Detail</b>						
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: buycon17.oda.ka@gembuyer.in Contact: 080-25049127-9127 GSTIN: - Address: Centre For Air Borne Systems, Defence R&D Organisation, Ministry of Defence, Belur, Yemlur Post, Bangalore-560037,	HCI Nodes - All Flash with 3 Node	-	1	15-Dec-2022	24-May-2023
		HCI Fabric Interconnect Switch	-	2	15-Dec-2022	24-May-2023
		1G, 10G Copper Switch	-	1	15-Dec-2022	24-May-2023
		RHEL Licenses	-	2	15-Dec-2022	24-May-2023
		VDI Thin Client	-	24	15-Dec-2022	24-May-2023
		27 inch 4K Monitor, KB, Mouse	-	24	15-Dec-2022	24-May-2023

BANGALORE, KARNATAKA-560037, India

Smart Rack	-	1	15-Dec-2022	24-May-2023
Rack mounted 10 KVA UPS	-	1	15-Dec-2022	24-May-2023
Windows Server 2019 Standard	-	3	15-Dec-2022	24-May-2023
1TB SSD external disk	-	4	15-Dec-2022	24-May-2023

## Specification 1

[Specification Document](#)

[Buyer BOQ Document](#)

[Compliance of BOQ Specification And Supporting Document](#)

**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.

## Specification 2

[Specification Document](#)

[Buyer BOQ Document](#)

[Compliance of BOQ Specification And Supporting Document](#)

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## Specification 3

[Specification Document](#)

[Buyer BOQ Document](#)

[Compliance of BOQ Specification And Supporting Document](#)

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## Specification 4

[Specification Document](#)

[Buyer BOQ Document](#)

[Compliance of BOQ Specification And Supporting Document](#)

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## Specification 5

### Specification Document

### Buyer BOQ Document

### Compliance of BOQ Specification And Supporting Document

**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.

## Specification 6

### Specification Document

### Buyer BOQ Document

### Compliance of BOQ Specification And Supporting Document

**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.

## Specification 7

### Specification Document

### Buyer BOQ Document

### Compliance of BOQ Specification And Supporting Document

**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.

## Specification 8

### Specification Document

### Buyer BOQ Document

### Compliance of BOQ Specification And Supporting Document

**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.

## Specification 9

### Specification Document

### Buyer BOQ Document

## Compliance of BOQ Specification And Supporting Document

**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.

### **Specification 10**

#### Specification Document

#### Buyer BOQ Document

#### Compliance of BOQ Specification And Supporting Document

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### **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:**

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address Cebtre for Airborne Systems Ministry of Defence, DRDO Belur Yemlur Post Bangalore-560037.

##### **2.2 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.

##### **2.3 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 %.

##### **2.4 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.**

##### **2.5 Generic:**

**NON DISCLOSURE DECLARATION CERTIFICATE (On Bidder Letter Head) to be uploaded with bid:**

**1. I M/s. Bidder hereby declare that I shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party during and after expiry of Contract.**

**2. If defying the norms as per the Contract a legal action may be taken against me as per the existing Rules.**

##### **2.6 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.**

##### **2.7 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:**

Scope of supply includes Training: Number of employees to be trained 10 , Place for Training CABS DRDO and Duration of training 2 days.

**2.9 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: Yes.

**2.10 Generic:**

Upload Manufacturer authorization: Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

**2.11 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.

**2.12 Forms of EMD and PBG:**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of Director, CABS A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

**2.13 Scope of Supply:**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

**2.14 Purchase Preference (Centre):**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 15% of total value.

**2.15 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.

**2.16 Service & Support:**

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

**2.17 Service & Support:**

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

**2.18 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 10 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.

**2.19 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.

Price Offered for Spares / Consumables:

[Price Offered for Spares / Consumables Document link](#)

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