



सीएसआईआर-केन्द्रीय इलेक्ट्रॉनिकी अभियांत्रिकी अनुसंधान संस्थान
CSIR-CENTRAL ELECTRONICS ENGINEERING RESEARCH INSTITUTE
(विज्ञान तथा प्रौद्योगिकी मंत्रालय / MINISTRY OF SCIENCE & TECHNOLOGY, भारत सरकार / GOVT. OF INDIA)
पिलानी, राजस्थान (भारत)/Pilani, Rajasthan - 333031 (INDIA)



PH No. 01596-244710

REGISTERED POST

Email ID: spo@ceeri.res.in
Fax: 01596-242135, 242294
GSTIN 08AAATC2716R1ZF

PURCHASE ORDER

PURCHASE ORDER NO. 03/P-50/AITG/10-Pur/2025/27

DATE: 28.05.2025

To
M/s LOGON Software (India) Pvt. Ltd.,
No. 6, 3rd Floor, Jayswal Center,
10th B Cross, K.H.B Main Road,
Kanaka Nagar, R.T Nagar,
Bengaluru – 560032

**Ref: Your quotation No. RM20250226 dated 22.04.2025.
Sub: Supply of SOLO Software.**

Dear Sir,

This has reference to the under reference quotation. You are requested to kindly arrange to supply the stores as per details given below, strictly as per ordered specifications and terms and conditions attached with this order. The goods must be supplied by you strictly on or before within 15 days after receipt of Purchase Order, failing which the purchase order is liable to be cancelled without assigning any reason.

S.No.	Description of Stores	Qty.	Rate Rs.	Unit	Amount Rs.
1.	SOLO SOLO License (Industrial License)	03 Nos.	4,38,810.75	Each	13,16,432.25
2.	SOLO SOLO+MIA License (Industrial License)	01 No.	5,26,660.75	Each	5,26,660.75
NOTE: <u>The terms & conditions attached with this order must be adhered to avoid dispute in the supply of ordered goods</u>					
Total Ex-works					18,43,093.00
Less Discount					N.A.
Packing & Inland handling/ Forwarding charges					N.A.
Installation/ Commissioning at CSIR-CEERI, Pilani					N.A.
Training during Installation / commissioning at CSIR-CEERI, Pilani					N.A.
Freight charges					N.A.
Insurance charges (If applicable)					Inclusive
IGST @ 18%					3,31,757.00
Total FOR, CSIR-CEERI, Pilani					21,74,850.00


STORES & PURCHASE OFFICER

Copy to: Dr. Sumeet Sawran, Sci
Sh. Ashok Chauhan, Sci

TERMS AND CONDITIONS

1. PRICES :

- 1.1 The prices are FOR, CSIR-CEERI, Pilani - 333031 inclusive of Insurance (if applicable) at CSIR-CEERI, Pilani.
- 1.2 The supplier confirms that the prices are firm and fixed and shall not change upwardly in any condition, till the supply of SOLO Software through Electronic.
- 1.3 No additional charges will be paid to the supplier for any services or documentation, what so ever not mentioned in the order terms.
- 1.4 IGST @18% mentioned in Purchase Order.

2. **INSURANCE:** The transit Insurance will be arranged by Supplier from Warehouse of the supplier / manufacturer to the Warehouse of CSIR-CEERI, Pilani – 333031, on their own cost, if applicable.

3. **DELIVERY PERIOD:** The SOLO Software in accordance with the Purchase Order shall be supplied within (15) Fifteen days after receipt of Purchase Order.. The complete SOLO Software along-with all other items shall be supplied in one lot in accordance with the specifications & terms & conditions of Purchase Order without any discrepancy. In case any discrepancy / shortage is found at the time of download the SOLO Software the supplier shall be responsible for the same and shall rectify / supply the same on free of charge FOR CSIR-CEERI, Pilani, basis without lapse of any time.

4. MODE OF SHIPMENT :

4.1 The ordered SOLO Software must be dispatched through Electronic to CSIR-CEERI, Pilani.

4.2 The supplier shall consign the consignment to :

4.3

**THE DIRECTOR,
CENTRAL ELECTRONICS ENGINEERING RESEARCH
INSTITUTE, PILANI - 333031 (RAJASTHAN) INDIA**

4.4 The supplier shall arrange to ship the SOLO Software License etc. within the delivery period at the earliest.

4.5 THE SUPPLIER SHALL SEND THE ORDER ACKNOWLEDGEMENT BY RETURN MAIL ALONG WITH PROFORMA INVOICE FROM THE DATE OF ISSUE OF THIS ORDER. PLEASE ALSO SUBMIT THE PERFORMANCE BANK GUARANTEE OF 10% OF ORDER VALUE VALID FOR DELIVERY PERIOD, WARRANTY PERIOD PLUS TWO MONTHS WITHIN 21 DAYS TO CSIR-CEERI, PILANI – 333031.

5. DOCUMENTATION :

- 5.1** The supplier shall send a copy of set of complete shipping documents i.e Invoice, Packing List, Certificate of origin, Quality Control & Inspection Test Certificate, Warranty Certificate through Speed Post/ Registered Post/Courier.
- 5.2** The supplier shall fax/ Email the documents as per clause 5.1 to CSIR-CEERI & confirmation copy by Courier along with the technical literature of SOLO Software License service/ operation manual, circuit diagram, publications & other documents related to the Software free of charge along-with the duplicate shipping documents, soon after the Software sent through Electronic.

6. INSPECTION :

- 6.1** CSIR-CEERI official shall download the SOLO Software at installation site and shall inspect the SOLO Software. In case of any discrepancy / shortage / damages, in the Software the same shall be listed out and inform to supplier by the buyer.
- 6.2** The supplier shall rectify the discrepancies/supply the short shipped and damaged items without lapse of time free of charge on FOR CSIR-CEERI, Pilani basis, without waiting & settlement of insurance claim to avoid the delay in completion of Project work.

7. ACCEPTANCE :

- 7.1** CSIR-CEERI official shall arrange performance tests as per agreed criteria at installation site to their satisfaction and shall be authenticated that the SOLO Software is as per CSIR-CEERI Purchase order specifications.
- 7.2** In case the test results do not meet the CSIR-CEERI's requirements, the supplier shall be bound to show the test results up-to the satisfaction of CSIR-CEERI.

7.3 The buyer shall reserve the right to reject whole SOLO Software or part thereof, in case the SOLO Software or part thereof is not found as per specifications of purchase order and the seller is unable to show satisfactory performance.

8. PERFORMANCE SECURITY :

8.1 The supplier shall arrange to furnish an un-conditional performance bank guarantee from first class bank equivalent to 10% of order value valid for delivery period, warranty period plus two months along with order acceptance. In case of failure of satisfactory performance of the SOLO Software satisfactory after sale service during the warranty period the performance bank guarantee shall be forfeited. The supplier shall have no right for any claim.

11.2 **The Performance Bank Guarantee shall be verified by the issuance bank, the supplier shall request to issuance bank that the verification of Bank Guarantee duly stamped and signed on their letter head shall be send directly to CSIR-CEERI, Pilani.**

9. **PAYMENT :** 100% payment may be released through RTGS after Electronic download the SOLO Software at CSIR-CEERI, Pilani. Supplier must confirm the RTGS details i.e. Name of Bank, Address of Bank, Account Number, PAN Number and RTGS/IFSC Code etc.

10. GUARANTEE :

10.1 The suppliers warrants that the SOLO Software shall conform to the specifications as mentioned in Purchase Order.

10.2 The supplier warrants that the SOLO Software are guaranteed/warranted for a period of One Year from the date of its acceptance by CSIR-CEERI against all manufacturing defects. If the SOLO Software is found defective during this period, the whole SOLO Software or part thereof will have to be repaired/ replaced by the supplier free of cost at CSIR-CEERI, Pilani.

10.3 In case the supplier fails to put the SOLO Software in satisfactory operational condition or to show satisfactory performance of the SOLO Software or unable to repair within the prescribed period, the whole SOLO Software shall have to be replaced free of charge on FOR CSIR-CEERI, Pilani basis up-to the satisfaction of CSIR-CEERI including acceptance test or the whole money spent in the purchase of SOLO Software shall have to be refunded by supplier to CSIR-CEERI.

11. AFTER SALE SERVICE:

- 11.1** The supplier warrants that the supplier shall ensure the comprehensive maintenance of the SOLO Software at their cost during the guarantee/warranty period. The replacement parts shall be arranged by supplier free of charge on FOR basis at CSIR-CEERI, Pilani, during the warranty period.
- 11.2** The supplier shall attend to break down calls as and when informed by the CSIR-CEERI, Pilani without lapse of time.

12. SPARE PARTS :

- 12.1** All up-gradation of SOLO Software will be supplied by M/s LOGON Software (India) Pvt. Ltd., Bengaluru, during the warranty period FREE OF COST.

13. FALL CLAUSE :

- 13.1** If the prices go downwards than the quoted prices, the benefit in this situation shall be allowed to CSIR-CEERI by the supplier.
- 13.2** The supplier shall certify that the SOLO Software shall not be supplied to anyone less than the contract price during the period of execution of CSIR-CEERI order.

14. LIQUIDATED DAMAGES/ PENALTY:

- 14.1** Subject to the operation of Force majeure time for delivery and acceptance is the essence of this contract. Claims for extensions of time on account of force majeure shall be granted subject to provide evidence of the events constituting force majeure.
- 14.2** In case the delivery of goods is not made on or before the prescribed date of delivery or the installation & commissioning is not completed within stipulated period by the supplier a penalty @ 0.5% per Week up to maximum of 10% of order value will be charged from the supplier for delayed period.

15. FORCE MAJEURE:

- 15.1** Neither of the Parties hereto shall be liable for damage or have the right cancel for any delay or default in performing its control including but not limited to Fire Storm, Floods, Earthquakes, acts of God, Government restrictions, continuing domestic or international problems (such as wars, rebellion, insurrections, strikes, riots, work stoppages, labour dispute) or delay

as to ancillary materials, which affect the dates of fulfillment of any obligations as per the Purchase Order. Such dates will be respectively postponed for the period of continuance of such force majeure circumstances and the other party can suspend the performance of its obligations correlated to the postponed obligation of the affected party.

The obligation thus postponed shall be resumed after the force majeure circumstances have ceased. At the beginning, during and at the pre-visible end of the force majeure circumstances the parties shall promptly consult with each other about appropriate counter measures to be taken.

If the performance of obligations of any party should be delayed more than six (06) months by reasons of force majeure circumstances mentioned above, the parties shall mutually consult about subsequent performance of obligations.

16. CANCELLATION OF ORDER :

- 16.1** In the event of suppliers failure to execute the order within the delivery schedule as per terms and conditions under the contract, CSIR-CEERI reserves the right to cancel the Purchase Order without assigning any reason. The supplier shall not have the right to claim compensation to this effect.

17. ARBITRATION :

- 17.1** The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Purchase Order/ Contract. If, after forty five (45) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
- 17.2** If any dispute or difference arises between the parties hereto as to the construction, interpretation effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under regard to any other these presents but excluding any matters, decisions or determination of which is expressly provided for in this Agreement, such disputes or differences shall be referred to Delhi International Arbitration Centre (DIAC), New Delhi.

17.3 In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of Clause 21.2 above. But if this is not acceptable to the Supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Laws).

17.4 The venue of the arbitration shall be the place from the purchase order or contract is issued.

17.5 Notwithstanding any reference to arbitration herein:

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.

18. GOVERNING LAW :

18.1 The agreement/contract shall govern by the laws of India and any legal matter under the contract shall be taken by the parties in India in a court of competent jurisdiction.



STORES & PURCHASE OFFICER

PERFORMANCE SECURITY FORM

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To

.....

WHEREAS

(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no..... dated.....to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee; NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written

Demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until theday of,20.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch