

Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687796321458

Contract Generated Date | अनुबंध तिथि: 09-Jan-2024

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2023/B/4035095](#)

Schedule Name | अनुसूची नाम: Schedule 4

Organisation Details संगठन विवरण	Buyer Details खरीदार विवरण
Type प्ररूप: State PSU	Designation पद: Junior Superintendent
Ministry मंत्रालय: -	Contact No. संपर्क नंबर: 0471-2462167-
Department विभाग: Home Department Kerala	Email ID ईमेल आईडी: tvmdcourt.ker@nic.in
Organisation Name संगठन का नाम: High Court of Kerala	GSTIN जीएसटीआईएन: 32TVDD00582B1D6
Office Zone कार्यालय क्षेत्र: District Court Thiruvananthapuram	Address पता: Vanchiyoor P O, THIRUVANANTHAPURAM, KERALA-695035, India

Financial Approval Detail वित्तीय स्वीकृति विवरण	Paying Authority Details भुगतान प्राधिकरण विवरण
IFD Concurrence आईएफडी सहमति: No	Role: PAO
Designation of Administrative Approval प्रशासनिक अनुमोदन का पदनाम: THE HIGH COURT OF KERALA	Payment Mode भुगतान का तरीका: Offline
Designation of Financial Approval वित्तीय अनुमोदन का पदनाम: THE HIGH COURT OF KERALA	Designation पद: Senior Superintendent Accounts
	Email ID ईमेल आईडी: dcaccountstvm@kerala.gov.in
	GSTIN जीएसटीआईएन: -
	Address पता: Vanchiyoor P O, Thiruvananthapuram, KERALA-695035, India

Consignee Details परेषिती विवरण		
S.No क्र.सं.	Consignee Name & Address परेषिती नाम & पता	Service Description सेवा विवरण
1	Contact संपर्क: 0471-2462167- Email ID ईमेल आईडी: tvmdcourt.ker@nic.in GSTIN जीएसटीआईएन: 32TVDD00582B1D6 Address पता: Vanchiyoor P O, THIRUVANANTHAPURAM, KERALA-695035, India	Annual Maintenance Service - Desktops, Laptops and Peripherals - 600VA UPS with 42AH External Battery; Hykon

Service Provider Details सेवा प्रदाता विवरण	
GeM Seller ID जेम विक्रेता आईडी: 28CE190000763354	Company Name कंपनी का नाम: INDTECH INFOSYSTEMS PRIVATE LIMITED
Contact No. संपर्क नंबर: 09847125328	Email ID ईमेल आईडी: indtechinfosystems@gmail.com
Address पता: TC 52/1023(1),KAIMANAM,NEERAMANKARA, Thiruvananthapuram, KERALA-695040, -	MSME Registration number एमएसएमई पंजीकरण संख्या: UDYAM-KL-12-0008821
MSE Social Category एमएसई सामाजिक श्रेणी: OBC	MSE Gender एमएसई लिंग श्रेणी: Male
GSTIN जीएसटीआईएन: 32AACCI8406P1ZC	

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

Service Details | सेवा विवरण

Service Start Date (latest by) | सेवा प्रारंभ दिनांक (नवीनतम): 16-Jan-2024 Service End Date | सेवा समाप्ति तिथि: 15-Jan-2025

Category Name | श्रेणी नाम: Annual Maintenance Service - Desktops, Laptops and Peripherals

Billing Cycle बिलिंग चक्र: quarterly		
Description विवरण	Number of each Asset for AMC	AMC Cost Per Asset Per Annum
Basic Maintenance of OS, Office Suite, Drivers Update and Patch update on client compute machines	Exclusive	
District	NA	
Make/Brand of Assets	Hykon	
Status of Annual Maintenance Service Provider	Neither OEM nor ASP	
Periodicity of Preventive Maintenance Services	None	1
Onsite Service Engineers Requirement	As Indicated in Bid Document.	209.000
Type of Asset	600VA UPS with 42AH External Battery	
Number of Resident engineers	0	
Number of technicians	0	

Total Amount (Formula) | कुल राशि (रु०) :
(AMC Cost Per Asset Per Annum*Number of each Asset for AMC*Contract Period/365)

Total Value without Addons ऐडऑन के बिना कुल मूल्य (INR)	209
Total Addon Value कुल ऐडऑन मूल्य (INR)	0
Total Value Including Addons ऐडऑन सहित कुल मूल्य (INR)	209
Amount of Contract अनुबंध की राशि	
Total Contract Value Including All Duties and Taxes सभी शुल्क और करों सहित कुल अनुबंध मूल्य (INR)	209

SLA Details | एसएलए विवरण

PREAMBLE: Comprehensive AMC contracts placed through GeM shall be governed by following set of Terms and Conditions:

1. General terms and conditions for Goods and Services;
2. Service Specific STC of AMC Services – as defined in Service Catalogue which includes SLA for the Service or Service for a product;
3. BID / Reverse Auction specific ATC

Note:

Operation of the above terms and conditions are in reverse order of precedence i.e. ATC supplement Service Specific STC and GTC, however, Service Specific STC prevails or supersedes over the GTC.

The above set of conditions along with Scope of supply including price as enumerated in the Contract Document shall be construed to be part of the contract.

This document represents a comprehensive Terms and Conditions governing the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work, Stakeholder's obligation and terms and conditions of all services covered as mutually understood by the stakeholder

Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Annual Comprehensive Maintenance Service Provider Agency. This Agreement outlines the Scope of Work, Stakeholder's Obligation and General Terms and Conditions of Services covered as they are mutually understood by the stakeholders.

Objective and Goals

The objective of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent delivery of maintenance service to buyer by service provider. The goals of this Agreement are to:

Provide clear reference to service ownership, accountability, roles and/or responsibilities.

Present a clear, concise and measurable description of service provision to the customer.

Depict Terms and Conditions for all the involved stakeholders.

To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons.

The agreement will act as a reference document that both the parties have understood the mentioned terms and conditions and have agreed to comply the same.

Stakeholders

Following are the stakeholders associated with this agreement:

- Annual Maintenance Service Provider
- Buyer / Consignee

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the SLA / before bidding .

Scope of the AMC Services

The contract shall be on comprehensive basis, inclusive of repairs and replacement of spare parts (excluding consumables) without any extra payments. The AMC Vendor shall carry out maintenance Services as per schedule indicated in bid document .If nothing indicated Preventive Maintenance Service (PMS) of equipments may be done once in at three months during currency of the contract . The scope of Annual Comprehensive Maintenance Service covers upkeep & smooth working of the equipment within the premises of user department as per laid down SLA and other provisions contained in the agreement document.

Service provider should deploy trained, experienced and competent service engineer for carrying out necessary maintenance services for the equipment as per bench marked maintenance practices / OEM manuals in user's location. Continuous efforts should be made by Service Provider Agency(SPA) to minimise the down time of the equipment as a part of the duties of the service provider agency. The SPA shall ensure that all equipment are maintained at optimum operating levels. All scheduled maintenance required for the upkeep of the equipment will be carried by the Service Providers . For maintenance services all the necessary & adequate tools / instruments will be provided by the service provider itself to the engineers responsible for upkeep of equipment at user's premises.

Comprehensive Annual Maintenance Contract Services for Laptop / UPS etc

Comprehensive AMC includes all spare parts of the equipment except battery of laptop and UPS etc. Any defective part of the equipment must be repaired /replaced by the Service Provider at his own cost. Parts so replaced should be new and genuine OEM parts or as prescribed by OEM in their Service Manual and depending on the item under contract.

This would include (Depending upon the contract Duration / contractual obligation):

1. Preventive Maintenance Service (PMS) –Monthly / Quarterly as indicated in bid
2. Annual Maintenance Services (AMS)
3. Break Down Services/Repair (BDS)

Buyer Obligations

1. Buyer Department shall ensure that the Service Provider gets the required access to location/ areas/ rooms for providing the services as per installation of equipment.

2. Buyer should mention the correct model numbers of equipment / spare parts cat part id etc to the service provider for effective service rendering.
3. Buyer should also mention any previous break downs and repairs to the service provider.
4. Price Variation Clause:

"It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."

Service Provider Obligations

1. The SPA would put asset number on each of the system being maintained by them. These should correspond to the number/s of equipments to be maintained in a separate register along with details of rooms/location where these assets are installed. If there is shifting of the equipment/s under this AMC, the SPA will have to make changes in record accordingly. Designated Officer in charge (IT Systems) would assist the firm in accomplishing this task and ensure this to be done under his supervision
2. Service Provider should deploy technically competent service engineer / engineers at users premises as per deployment details intended in bid document to ensure proper upkeep of equipment and quick resolution of fault during the AMC period.
3. Complaint can be registered either telephonically or by e-mail or in person at helpdesk setup established by SPA at user premises as per condition of bid/contract. Proper record of the complaints should be maintained by the AMC Vendor/Support Engineer at each consignee location / user premises. SPA should provide contact point and structure of escalation matrix to buyer/consignee at time of commencement of services.
4. The Service Provider should use suitable instruments / tools to examine and repair the equipment. The AMC Vendor should have the required drivers / software for maintaining the compute devices and peripherals and for configuring them. If required in bid document, service provider should also do the update / maintenance of operating system, software installation provided by user, installation of patches, configuration of applications (clients side) and updating of drivers etc.
5. "The Service Provider is required to maintain the log sheet which will include number of services provided during the contract period with dates and part of the equipment got repaired or replaced, with its proper model number and necessary details. Bidder shall provide quarterly call logged and resolution data on pdf/excel format.
6. The Service Provider must fulfil the requirement of number of preventive maintenance services if required as per bid document.
7. The contractor will maintain the confidentiality of data stored of the computer systems. The contractor will be required to take appropriate actions in respect of his personnel to ensure the obligations of non-use and non-disclosure of confidential information. Bidder's personnel shall ensure the obligations of non-use and non-disclosure of confidential information."

Special Terms and Conditions

The General Terms and Conditions defined in the Terms and Conditions for GeM Products and Services are applicable for this Service as well to the extent applicable.

The comprehensive maintenance includes preventive maintenance monthly / quarterly as per bid and regular services of the various equipment and/or replacement of any items necessary for keeping the listed equipment active and free from any defects/disturbance and on any unscheduled call for corrective and maintenance services.

The user Departments shall indicate preferably the Equipment Name, Quantity, Location, date of procurement/vintage Brief Problem /fault in Machines (if any existing at time of bidding), make & model to enable the service provider to quote the best price. Sharing the machines serial nos may be considered as baseline.

All the consumable articles / parts such as material required for cleaning of equipment and machinery, repairs and maintenance will be provided by the service provider at no extra charge to the buyer. The repairs/replacement of spare parts (except consumables) and maintenance will be provided by the service provider at no extra charge to the buyer. Except for out of scope items if any will be indicated by buyer at time of bid creation.

Immediately on award of the service order, the service provider would give a report regarding taking over of the equipment for maintenance purpose. It shall be the responsibility of the service provider to make the equipment work satisfactorily throughout the contract period, also to hand over the equipment to the department in working condition on expiry of the contract. In case any damage in the equipment is found, penalty would be applied at the time of payment and the amount as per the defined, penalty would be deducted.

In case of delay in attending to problems, breakdown of systems due to improper handling by service provider personnel etc suitable penalties for violation of service level agreements shall be levied as indicated in the Penalty Clauses.

The annual maintenance shall be carried out during office hours, primarily at the premises as specified in the work order. In case, the Service Provider feels that the equipment cannot be repaired at site, they should carry themselves to their designated workshop for quick prompt/repair & deliver the functional equipment back to user at their own cost and risk after getting it repaired promptly.

In case the Service Provider fails meeting maintenance requirements in time, then Buyer may make its own alternative arrangements for the servicing/repair/maintenance of the equipment to avoid loss of productivity. Under such circumstances Service Provider would reimburse the cost of such arrangements incurred by the buyer/consignee. Alternatively buyer is free to deduct from scheduled payment of SPA.

The Service Provider shall ensure appropriate deployment of the manpower as per requirement indicated in bid document. The parts/components/sub-assemblies used for repair/replacement by the service provider will be of the preferably of same make and functional capability as originally available in the system. Alternatively OEM authorised parts/components/sub-assemblies may be used for repair/replacement by the service provider.

The Vendor will make sure that all the hardware assets are in working conditions in users' premises. The vendor shall provide service support as and when required during the AMC period without any extra cost to buyer. Post contract award, Bidder should provide the structure of escalation matrix and call logging mechanism for prompt response and repair within stipulated time frame.

Response Time

The response time is subject function of working days during working hours.

1. Ordinarily a complaint must be attended within 4 hours when no change of spare part is involved, however, in case of requirement of change of spare part, the complaint should be resolved within 48 hours of its receipt. Majority of faults should be rectified in the first response itself. However, maximum period allowed for defect rectification shall be 48 hours.
2. In case the system is not repaired, or an alternative system not provided within the period of 48 hours from the time of failure reported, then the buyer may choose to get the same repaired or part replaced by other authorised / suitable service agency and the cost / expenditure incurred therein shall be recoverable from the service provider.

System Uptime

The breakdown time will be worked out as under:-

Total Machine's Days(X) = (NO of equipment under AMC) * No. of working day in a quarter.

Breakdowns (Y) = Cumulative Sum of breakdown duration of all the equipment under AMC in days during the quarter

Percentage uptime= $(X-Y)/X * 100$.

The selected bidder shall ensure minimum 95% uptime.

Payment Terms

The payment will be made to AMC Service provider as indicated in bid document after submission of invoice and Uptime details to user /consignee/buyer . Penalties as per SLA shall be levied, if applicable.

If bid document is silent then Payment will be made on quarterly basis (if the services are satisfactory) on submission of bill by the vendor on completion of each quarter after deducting penalty amount, if any.

Enhancement or decrease of taxes, duties or prices of components, etc., will not affect the AMC rates during the entire period of AMC.No difference shall be paid or claimed as a result of the above.

Breach of Contract

1. A penalty to be imposed if the resolution / maintenance involving part replacement is delayed above 48Hrs or As per described resolution time in the bid /SOW
2. If the service providers are not able to complete or turn up for the calls, then users can avail the services from any other suitable authorized service centre or SPA / competent technician and the amount so spent can be deducted from the bill of Service Provider / from his due amount
3. A penalty will be imposed in case of failure to meet the defined System Uptime
4. The cumulative penalty cannot exceed 10% of the contract value . The contract may be terminated by the Buyer once this limit is breached without any prejudice to other contractual remedy.

Penalties

Sl. No	Service Level Agreement	Base Line Performance		Penalties for breach	
		Higher Performance	Lower Performance	1 Instance	2 Instance
1.	Log sheet Maintenance	Per Visit / per maintenance arising on call	NA	>2, 1% will be charged from the order	
2	Delay in carrying out AMC as per schedule	On time	Within 2 days (48 hours) of scheduled date	1% of billed amount	2% of billed amount
3	Failure to deliver AMC services	Zero	NA	3% contract value	Termination of contract

Additional Required Data/Document(s) : Buyer | अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार

1. **Additional SOW if not readily covered in the Scope of Works incorporated in STC of Services** : The Buyer should also quote the rates of batteries for replacement of defective batteries of UPSs, under buy back scheme. The details of batteries are as follows:

- 1) 12 V, 65 Ah battery- for Techser 2KVA
- 2) 12V, 7 Ah battery- for Hykon, Numeric, Techser & Zenster 600VA
- 3) 12V, 42 Ah battery- for Hykon(BEM100Y/12V)
- 4) 12V, 26 Ah battery- for Uniline 500VA
- 5) Battery with Volt-Amp-Hour Capacity 156VAH (7AH*2 No.s)- for APC (Replacement through Buy Back)

2. **Other Information** : Details of equipments are:

- 1) Techser 2KVA Online UPS- 11No:s, Purchase Value- Rs. 83,904.4/-per unit
- 2) Techser 600VA Line Interactive UPS- 208No:s, Purchase Value- Rs. 2,750/-per unit
- 3) Hykon 600VA UPS(Model :6SB 40)- 27No:s, Purchase Value- Rs. 4,500/- per unit
- 4) Hykon 600VA UPS(Model: BEM100Y/12V) (42Ah external battery)- 1No:, Purchase Value- Rs. 3,500/-per unit
- 5) Numeric 600VA UPS- 10 No:s-, Purchase Value – Rs. 1890/-per unit
- 6) Uniline 500VA Line Interactive UPS(120min backup)- 10 No:s, Purchase Value– Rs. 18,857.28/-per unit
- 7) APC BR 1100 CI UPS, 660 W (30min backup)- 5 No:s, Purchase Value– Rs. 6912/-per unit

AMC Value Must be within the 8% of Total Purchase Value

8% of Total Purchase Value is Rs- 1,48,958.4/-

The Vendor Must have a Registered office in Thiruvananthapuram District.

No quotation will be considered unless rates are quoted for both parts ie, Part A– AMC of UPS's & Part B –rates for Batteries

3. **Asset Details and its Distribution across the consignee /user locations** : [click here](#)

Price Bifurcation Excel File details | मूल्य द्विभाजन एक्सेल फ़ाइल विवरण: [The AMC Rates Must be Quoted in the Following Format](#)

ePBG Detail | ईपीबीजी विवरण

Advisory Bank | सलाहकार बैंक :

NA

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

NA

Terms and Conditions | नियम और शर्तें

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.

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.

2.2 Service & Support:

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

2.3 Service & Support:

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

2.4 Service & Support:

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

2.5 Past Project Experience:

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

2.6 Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

Note: This is system generated file. No signature is required.

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।