

Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687790043645

Contract Generated Date | अनुबंध तिथि: 10-Jan-2024

Organisation Details संगठन विवरण	Buyer Details खरीदार विवरण
Type प्ररूप : State Government	Designation पद : ACO
Ministry मंत्रालय : -	Contact No. संपर्क नंबर : 05694-234532-241303
Department विभाग : Medical Health and Family Welfare Department Uttar Pradesh	Email ID ईमेल आईडी : dhirendra.70572@gov.in
Organisation Name संगठन का नाम : N/A	GSTIN जीएसटीआईएन : 09AGRD10967F1DH
Office Zone कार्यालय क्षेत्र : Kannauj	Address पता : CMO OFFICE KANNAUJ, MAKRAND NAGAR, KANNAUJ, UTTAR PRADESH-209726, 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 : cmo knj	Payment Mode भुगतान का तरीका : Offline
Designation of Financial Approval वित्तीय अनुमोदन का पदनाम : cmo knj	Designation पद : ACO
	Email ID ईमेल आईडी : pao142.mhfwdup.up@gembuyer.in
	GSTIN जीएसटीआईएन : -
	Address पता : CMO OFFICE KANNAUJ, MAKRAND NAGAR, KANNAUJ, UTTAR PRADESH-209726, India

Consignee Details परेषिती विवरण		
S.No क्र.सं.	Consignee Name & Address परेषिती नाम & पता	Service Description सेवा विवरण
1	Contact संपर्क : 05694-234532-241303 Email ID ईमेल आईडी : con1.mhfw.kannauj@gembuyer.in GSTIN जीएसटीआईएन : 09AGRD10967F1DH Address पता : CMO OFFICE KANNAUJ, KANNAUJ, UTTAR PRADESH-209726, India	Internet Bandwidth and Replication Service - Internet Leased Line; Private Service provider; Unified; Unified; 100

Service Provider Details सेवा प्रदाता विवरण	
GeM Seller ID जेम विक्रेता आईडी : 4160190000885004	Company Name कंपनी का नाम : STARTECH IT SOLUTIONS & SERVICES
Contact No. संपर्क नंबर : 09839206088	Email ID ईमेल आईडी : ashu.net88@gmail.com
Address पता : 432,Y BLOCK KIDWAI NAGAR,KIDWAI NAGAR, KANPUR NAGAR, Uttar Pradesh-208011, -	MSME Registration number एमएसएमई पंजीकरण संख्या : -
GSTIN जीएसटीआईएन : 09ARMPG7360A1ZV	

*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) : 20-Jan-2024 Service End Date | सेवा समाप्ति तिथि : 23-Jan-2025

Category Name | श्रेणी नाम : Internet Bandwidth and Replication Service

Billing Cycle | बिलिंग चक्र : weekly

Description विवरण	Quantity	Cost of Service (Per Bandwidth capacity per link)
Type of Service	Internet Leased Line	
Types of Service providers	Private Service provider	
License of Internet lease line (ILL)	Unified	
License of Lease Line (LL/PP)	Unified	
Bandwidth Capacity (In Mbps)	100	
DDOS with Internet Lease line Services	NO	
Latency within India	Less than 120 ms	
Latency outside India	Less than 180 ms	
Packet Drop (In percentage)	less than 1	
Type of Media	Fibre	
Link Type(Manageability)	Managed	
Static IP required (For ILL)	128	
Router/ Networking Accessories	Provided by buyer	

Total Amount (Formula) | कुल राशि (सूत्र) :
(Quantity*Cost of Service (Per Bandwidth capacity per link)*Contract Period/30)

Total Value without Addons ऐडऑन के बिना कुल मूल्य (INR)	495121.54
Total Addon Value कुल ऐडऑन मूल्य (INR)	0
Total Value Including Addons ऐडऑन सहित कुल मूल्य (INR)	495121.54

Amount of Contract | अनुबंध की राशि

Total Contract Value Including All Duties and Taxes सभी शुल्क और करों सहित कुल अनुबंध मूल्य (INR)	495121.54
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SLA Details | एसएलए विवरण

SERVICE STC

SPECIAL TERMS AND CONDITIONS

FOR INTERNET BANDWIDTH HIRING SERVICE

1. Preamble

A. All **Internet Bandwidth Hiring Service** contracts placed through GeM shall be governed by the following set of Terms and Conditions:

- I. General terms and conditions for Goods and Services.
- II. Service STC contained in this document
- III. BID / Reverse Auction specific ATC

B. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede the Service specific STC which shall supersede the GTC, whenever there are any conflicting provisions.

C. This document represents the Special Terms and Conditions (STC) and the Service Level Agreement (SLA) 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 stakeholders.

2. Objectives and Goal

The objective of this agreement is to ensure that all the contractual terms and conditions are in place to ensure consistent delivery of services to buyer by service provider. The goals of this agreement are to:

- Provide clear reference to service ownership, accountability, roles and responsibilities of both parties
- Present a clear, concise and measurable description of services offered to the buyer
- Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified
- 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 above-mentioned terms and conditions and have agreed to comply by the same. The agreement can also be revised/ modified on mutual consent of the stakeholders.

3. Stakeholders

The main stakeholders associated with this agreement are:

- a. **Buyer:** Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed
- b. **Service Provider:** Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller/supplier/bidder/contractor, any authorized agents, assignees, successors and nominees as per the context and as described in the agreement

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 agreement.

4. Service Scope

- Provisioning and commissioning of Leased Line / Internet Leased Line services
- This includes setting up of last mile connectivity, supply and installation of necessary equipment, deploying of cable up-to Ethernet Port with Buyer existing local area network.
- Local loop has to be through fiber cable/ RF / Copper wherein media is extended right up to the customer premises. The media to the campus should be on a ring to provide redundancy.
- If Buyer already has its own public IP addresses then the ISP will be required to provide BGP routing of the same.
- The termination of the last mile connection is to be made in server room of Buyer.
- Network redundancy has to be built to protect the traffic from cable cuts.
- Service Provider / Buyer will supply and install the necessary hardware and software for implementation and commissioning of the connectivity. Service Provider / Buyer shall undertake installation and configuration of modems, routers or any such associated Fiber-optic equipment to make the entire system working to provide sustained Internet bandwidth of the offered capacity.
- Service Provider should provide the tools, utilities and management applications to monitor the bandwidth / network performance of the ILL.
- **Uptime: The service provider has to provide 99.5% uptime per quarter for the connectivity**
- Uptime Calculation for every billing cycle:

Percentage of Uptime=(Service availability in hours / Total service hours) X 100

- Total service hours= Uptime hours + Downtime hours*
- *Any downtime due to schedule maintenance (mutually agreed), issues pertaining to buyer, Force Majeure clause.
- Packet Losses: Less than 1 % (Average over 1000 ping) at any given point of time to any part of Country / ISP Internet gateway/globe.
- The service provider will maintain the offered service on 24x7x365 basis. The services/repair calls are to be attended by the service provider on priority from the time of registration of complaint/reporting of service failure.

5. Terms and Conditions

a. Buyer's Obligations

- Shall be responsible for the site readiness with proper uninterrupted power supply (24x7), earthing and UPS power supply for the equipment provided by the Service Provider.
- Shall be responsible for the Hygiene, Air conditioning and dust free environment space to be provided for service providers equipment

- o Shall provide rack for keeping the service providers equipment at the site
- o In premise permission for cable laying or erection of tower/ pole mount for radio devices
- o Requirement of dedicated earthing for Mux/tower/Modem
- o Permission for conducting feasibility and deployment.
- o Permission for entry of human resources of service provider for service maintenance purposes round the clock.
- o 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."

b. Service Provider Obligations

- o All necessary clearances shall be the sole responsibility of the service provider. Service Provider should ensure that the local loop provisioning does not violate regulations as laid by Government of India / DoT / TRAI in respect of such links / networks.
- o The Service Provider shall be responsible for providing offered capacity to BUYER, at all the time throughout for the contract period.
- o The Service Provider shall be responsible for commissioning and configuring of hardware and uplink of connectivity.
- o Maintenance support service (24 hours and 7 days a week) for Bandwidth and equipment.
- o Reports for performance, monitoring / usage to be submitted by the service provider on quarterly basis along with invoices.
- o Service provider shall be completely responsible for providing comprehensive support to the customer during the entire period of service contract and extension period, if any
- o The Service provider should have Toll Free number for fault registering of service provided and should provide support on 365 x 24 x 7 basis.
- o The Service provider to provide onsite support, when required.
- o Service provider to mention the Escalation procedure and matrix for customer complaints.

6. Terms and Conditions of the Service

- o The Service Provider should be responsible for deployment of access network for providing last mile (local loop)
- o The Service Provider should have executed similar project for bandwidth provisioning in Government or Private sector
- o Service provider should have its own backbone network.

7. Payment Schedule

- o The Payment Procedure shall be governed by the standard clause of payment as specified in the General Terms and Conditions.
- o Service Provider shall raise the invoice as per the arrangement in the contract (Monthly/Quarterly/ Half yearly/ Yearly) towards the Services rendered in the previous Monthly/ Quarterly/ Half yearly/ Yearly to the Buyer.
- o Payment to the Service Provider should be made as per the agreed cycle - Monthly/ Quarterly/ Half yearly/ Yearly.

8. SLAs and Penalty

For the Buyer to ensure that the Service Providers adhere to the Service Level Agreements, this section describes the Penalties which may be imposed on Service providers. In case these service levels cannot be achieved at service levels defined in the agreement, the buyer shall invoke the performance related penalties. The penalty applicable in every billing cycle will be linked to the service availability i.e. uptime and the amount of penalty to be deducted will be determined as under:

- o More than or upto 99.5% uptime then penalty = 0% of billed value
- o Less than 99.50% and more than or equal to 98.5% then penalty = 1% of billed value
- o Less than 98.5% and more than or equal to 97.00% then penalty=3% of billed value
- o Less than 97.0% and more than or equal to 95.0% then penalty = 5% of billed value
- o Less than 95.0% and more than or equal to 90.0% then penalty =7% of billed value
- o Less than 90.0% then penalty=10% of billed value

Calculation of Service Formula: Quantity*Cost_of_service_per_bandwidth_capacity_per_link*Contract_period/30

This formula works on quantity multiplied by Cost of Service (Per Bandwidth capacity per link) multiplied by contract period/30

ePBG Detail | ईपीबीजी विवरण

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

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

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

