

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687717036497

अनुबंध तिथि | Contract Generated Date : 05-Feb-2024

## संगठन विवरण | Organisation Details

प्ररूप | Type : Central Government  
मंत्रालय | Ministry : Ministry of Commerce and Industry  
विभाग | Department : Department for Promotion of Industry & Internal Trade  
संगठन का नाम | Organisation Name : Controller General of Patents Designs and Trade Marks (CGPDTM)  
कार्यालय क्षेत्र | Office Zone: Mumbai

## खरीदार विवरण | Buyer Details

पद | Designation : Dy Controller of Patents and Designs  
संपर्क नंबर | Contact No. : 022-24153651-161  
ईमेल आईडी | Email ID : pkjain.ipo@nic.in  
जीएसटीआईएन | GSTIN : -  
पता | Address : Patent Office, Boudhik Sampada Bhavan, Antop Hill, S.M. Road, Mumbai-400037, MUMBAI, MAHARASHTRA-400037, India

## वित्तीय स्वीकृति विवरण | Financial Approval Detail

आईएफडी सहमति | IFD Concurrence : Yes  
प्रशासनिक अनुमोदन का पदनाम | Designation of Administrative Approval: JOINT CONTROLLER OF PATENTS & DESIGNS  
वित्तीय अनुमोदन का पदनाम | Designation of Financial Approval : JOINT CONTROLLER OF PATENTS & DESIGNS

## भुगतान प्राधिकरण विवरण | Paying Authority Details

Role: DDO  
भुगतान का तरीका | Payment Mode: PFMS  
पद | Designation : Examiner of Patents and Designs  
ईमेल आईडी | Email ID : aawankhede.ipo@nic.in  
जीएसटीआईएन | GSTIN : -  
पता | Address: Patent Office, Boudhik Sampada Bhavan, Antop Hill, S.M. Road, Mumbai-400037, Mumbai - City, MAHARASHTRA-400037, India

## परोक्षिती विवरण | Consignee Details

क्र.सं.   S.No	परोक्षिती नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description
1	संपर्क   Contact : 022-24153651-161 ईमेल आईडी   Email ID : pkjain.ipo@nic.in जीएसटीआईएन   GSTIN : - पता   Address : Patent Office, Boudhik Sampada Bhavan, Antop Hill, S.M. Road, Mumbai-400037, MUMBAI, MAHARASHTRA-400037, India	Cloud-based video conferencing Services 2.0 - 1000; Yes; Yes; 500; All

## सेवा प्रदाता विवरण | Service Provider Details

जेम विक्रेता आईडी | GeM Seller ID : 5F6B200001203378  
कंपनी का नाम | Company Name : WEBTOUCH IT SOLUTIONS  
संपर्क नंबर | Contact No. : 07729921013  
ईमेल आईडी | Email ID : kiranraj@webtouch.co.in  
पता | Address : FLAT NO 201, PLOT NO 399, 399A & 400, VINDHYA NEST APT, LAKE VIEW COLONY, PRAGATI NAGAR, OPP JNTU, HYDERABAD, TELANGANA-500090, -  
एमएसएमई पंजीकरण संख्या | MSME Registration number : UDYAM-TS-20-0017361  
एमएसई सामाजिक श्रेणी | MSE Social Category : General  
एमएसई लिंग श्रेणी | MSE Gender : Female  
जीएसटीआईएन | GSTIN: 36AACFW6642E1Z5

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

## सेवा विवरण | Service Details

सेवा प्रारंभ दिनांक (नवीनतम) | Service Start Date (latest by): 12-Feb-2024

सेवा समाप्ति तिथि | Service End Date : 11-Feb-2025

श्रेणी नाम | Category Name : Cloud-based video conferencing Services 2.0

## बिलिंग चक्र | Billing Cycle: quarterly

विवरण   Description	No. of Host licenses required	Rate per Host License per annum
Maximum number of attendees in a conference	1000	24555
Support for H323 and SIP Participants	Yes	
PSTN local numbers availability required across globe	Yes	
Maximum number of users to join on PSTN	500	
Dialing Strings	All	

## कुल राशि (सूत्र) | Total Amount (Formula) :

( Rate per Host License per annum\*No. of Host licenses required\*(Contract Period/3 65) )

ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)	24622.27
कुल ऐडऑन मूल्य   Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)	24622.27

## अनुबंध की राशि | Amount of Contract

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

24622.27

### एसएलए विवरण | SLA Details

#### SERVICE STC

#### SPECIAL TERMS AND CONDITIONS FOR

#### Cloud Based Video Conferencing Service

##### 1. Preamble

- All contracts related to Cloud Based Video Conferencing Service placed through GeM shall be governed by the following set of Terms and Conditions:
- General terms and conditions for Goods and Services.

II. Service STC contained in this document

III. BID / Reverse Auction specific ATC

##### 4.

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

##### 5.

This document represents the Special Terms and Conditions (STC) and the Service Level Agreement (SLA) governing the contract between the Government/Buyer and Agency/Service Provider. The purpose of this document is to outline the scope of work, stakeholders' obligations and terms and conditions of all services covered as mutually understood by the stakeholders.

##### 6. Objectives and Goal

The objective of this document is to ensure that all the special terms and conditions are in place to ensure consistent delivery of services to the buyer by the service provider. The goal of this document is 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

This document 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.

##### 3. Stakeholders

The main stakeholders associated with this agreement are:

- Buyer:** The Buyer/ Client is responsible to provide clear instructions, approvals and timely payments for the services availed as per the contractual terms
- Service Provider:** The service provider is responsible to provide all the required services in timely manner and to the satisfaction of buyer or its authorized representative. The service provider may also include seller, supplier/bidder/contractor, any authorized agents, permitted assignees, successors, and nominees as per the context and as described in the document.

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.

##### 4. Service Scope

This service "Cloud Based Video Conferencing Service" may be availed for procuring a cloud-based solution for video-conferencing purpose. It allows participants to conduct live conference between two or more participants at different sites by using computer networks to transmit audio and video data. Besides, it also provides users several security and user-friendly features.

The typical scope of this service will include the following, unless specifically defined / uploaded by the Buyer .

- design and configuration of solution
- installation and commissioning of solution
- conducting tests and trials at client location
- on-site training of client personnel
- online training of client personnel
- online maintenance support
- on-site maintenance support
- security of data

The following features/activities are typically included in this service.

- All Users should be able to schedule their own meetings, invite participants into those meetings, control those meetings, share presentations etc.
- Users should be able to schedule, meet, message, call, and share content regardless of whether they are together or apart; in one continuous work stream before, during, and after Sessions.
- The platform should provide capability to create multiple virtual meeting rooms for Messaging, Calling, Meeting, Sharing and Collaborating. Each Virtual Room should have at least one admin who can add or remove participants from the Room, lock meetings, invite participants on participants from the Room, lock meetings, invite participants on audio/video/web, sent reminders to participants to join the meeting. The participants should have a personal room with their own meeting URL and URI to make scheduling and joining meeting easy.
- The individual host of the meeting should have following in meeting controls which the host should be able to exercise from their own computer/laptop/desktop etc. i) Mute and unmute self ii) Mute and unmute all iii) Lock/unlock meeting iv) Record meeting v) Change own video layout vi) Dial out from the meeting control pane to invite and remind participants on audio/video/email vii) The meeting control pane should be able to show the meeting host and attendees the names of all the participants connected to the meeting along with their device type detail.
- The platform should allow users to upload files to their Virtual Rooms which can be viewed by other users.
- The user should also have the flexibility to store the recordings either on the Digital Cloud platform or on an on-premise server.
- The cloud platform should give flexibility to the users to join the meeting from PC, laptop, desktop, android, iOS devices and PSTN/Mobile networks. Participants should be able to participate in meetings using video devices that operate on any industry standard protocols. The platform should also allow third party participants using standards-based H.323, SIP and H.264 compliant video conference endpoints to join the meeting.
- The platform should have ability to schedule virtual sessions and re-schedule them on demand.
- Platform should not have any restriction on the Number of Simultaneous Meetings if the meeting licenses are available.
- The platform should have the facility to start or join meeting based on details received on NIC mail id too.

11. The service should be delivered from cloud in a secure manner with encryption of data / media while in motion and at rest. Platform should encrypt messages, files, and space names before sending them to the cloud. Thus, content arrives in encrypted form and is processed (data in use) and stored (data at rest) in its encrypted state until it is decrypted on the intended recipients' devices. Secure HTTP (HTTPS) should be used to encrypt data in transit between users' device and digital collaboration platform. Identities of the senders and receivers of the encrypted content should be protected. Advanced Encryption Standard or a stronger encryption standard should be used for end-to-end content encryption and HTTPS for transport encryption.

## 5. Terms and Conditions

### o Buyer's Obligations

- Buyer must extend all necessary support to the Service Provider in facilitating the setup of the service in Buyer's premises.
- Buyer must report any issues faced in the services to the Nodal Person (Coordinator) of the Service Provider.

### ● Service Provider's Obligations

- The Service Provider is obliged to work closely with Buyer's staff, act within its own authority and abide by directives / instructions issued by Buyer from time to time.
- The Service Provider would be required to install and implement the requisite support and information technology infrastructure (as per requirement) so that the solution is implemented within 2 weeks of acceptance of contract or any other time as specified by the Buyer. It will be the Service Provider's responsibility to ensure the proper and successful implementation and continued operation of the system/ services.
- The Service Provider shall perform the Services at various locations as specified by the Buyer and establish the necessary infrastructure, including but limited to setting up of the necessary facilities, communication and computing equipment, service delivery mechanism by qualified personnel and any other infrastructure as may be necessary for the above-mentioned purposes and other services as specified in the tender /bid document and changes thereof.
- The Service Provider shall not transfer or assign or sublet any part of the service once agreed or any share or interest here in any manner or degree directly or indirectly to any person, firm or corporation whatsoever, without the permission of the Buyer

### ● Standard Terms and Conditions

- The Service Provider shall nominate a Coordinator who shall be responsible for regular interaction with the Buyer Department so that optimal services of the persons deployed could be availed without any disruption.
- The copyrights for all content will be with the Buyer Department if the contents have been prepared and provided by the Buyer Department.
- The Service Provider shall ensure that while it uses any software, hardware, processes or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Service Provider shall keep the Buyer indemnified and hold harmless against all costs, charges, expenses, liabilities, claims, damages, litigations, suits, judgments and/or otherwise howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Service Provider or any sub - Service Provider during the course of performance of the Services.
- For Government organizations and their users, privacy is a fundamental concern. Online collaboration must provide multiple levels of security, from scheduling meetings to authenticating participants to sharing content.
- Administrator should be able to manage and enforce privacy policies for host and presenter privileges. For example, an authorized administrator can customize session configurations to disable a presenter's ability to share applications or to transfer files on a per-site or a per-user basis.
- Unless organization has a specific business need to display meeting titles and information publicly, all meetings should be marked as unlisted through utility inbuilt in the panel.
- Any user account must get locked out after a configurable number of failed login attempts. It should also be automatically unlocked after a pre-specified time interval. Accounts should also be deactivated after a defined period of inactivity and must require users to change password at next login.
- Service Provider shall deliver all the equipment if so required to establish the services at intended site within stipulated time in contract from the date of acceptance of purchase order and commission within 2 weeks thereafter or any other time as specified by the Buyer. Service Provider shall install and commission all the client end equipment and operationalize the solution which includes, testing of the video conferencing service at multiple locations and providing user training to the client personnel.
- The Service Provider and its personnel shall not carry any written material, layout, diagrams, floppy diskettes, hard disk, storage tapes or any other media out of Buyer's premise without written permission from the Buyer.
- Service Provider shall, upon termination of this Contract for any reason, or upon demand by Buyer, whichever is earliest, return any and all information provided to Service Provider by Buyer, including any copies or reproductions, both hardcopy and electronic.
- The service provider shall ensure that the entire cloud infrastructure provisioning including the hosting and data storage shall be done in India and must be offered by the Cloud Service Provider (CSP) that is empanelled with Ministry of Electronics and Information Technology (MeitY) or on Government of India Cloud (MeghRaj). Proposed solution in the cloud shall be deployed with HA (High Availability) mode to avoid single point of failure with capabilities such as voice, e-mail, and web chat. Customers should be free to choose which channel they prefer, and agents can quickly adapt to that preference.
- Bidder / service provider must provide Escalation Matrix with contact details of officials for service support.
- The Service Provider shall at all times ensure that the services being provided under this Contract are performed strictly in accordance with all applicable laws, orders, by-laws, regulations, rules, standards, recommended practices etc, and no liability in this regard will be attached to the Buyer.

## 6. Payment Schedule

- The Payment Procedure shall be in as specified in the General Terms and Conditions of GeM.
- Payment schedule to be as per payment terms specified in bid document.
- Payment will be inclusive of travelling charges for site visits.

## 7. Service Formula

The following formula will be used for this service to determine the contract value:

Total Contract Value = Rate per Host License per annum\*No. of host licenses required \*(Contract period in days / 365).

The service providers will need to quote the 'Rate per Host License per annum'.

The payment for the service is typically cyclic, where the service provider raises bills at the pre-specified specific time intervals, as per the agreed rates and cyclicity (monthly, quarterly, annually, etc). The will be specified by the Buyer.

The **formula** to be used for this service to calculate the value of add-on is as under:

365. Cost for Recording Storage = Rate per GB of storage \* Storage needed for recording (in GB) \* Contract Period in days / 365.

#### 8. SLAs, Deductions and Termination

It is proposed that the Buyer be given a provision to specify all values in the SLAs and Penalties table indicated/highlighted below. However, until this functionality is enabled on GeM, the following values shall be considered

S. No.	SLA	Deduction
1.	Uptime must be more than 99% in the billing cycle for all locations	0.5% of the payment for the billing cycle for every 0.25% fall in uptime below 99%.
2.	No down-time for more than 1 hour on any working day	0.5% of the payment for the billing cycle for every additional hour of down time in a day. <i>i.e. If the total down is for 3 hours in a day, then 1% deduction will be levied in the billing cycle.</i>
3.	Rectification of any technical issue within 24 hours of intimation by Buyer	1% of the payment for the billing cycle if not resolved within agreed timelines
4.	Security Breach	10% of the Contract Amount or termination of contract as deemed fit by the Buyer along with possible Legal Action
5.	Loss of Buyer Data	1% of the bill amount for the billing cycle per such incident
6.	Cumulative deduction must not exceed 10% of the contract amount	The contract may be terminated if so desired by the buyer.
7.	Cumulative downtime must be less than 10 hours during contract period.	The contract may be terminated if so decided by Buyer

#### 9. Termination of Contract

Breach of contractual obligations: In addition to the right of termination under the General Terms and Conditions (GTC), the Buyer shall also have the right to terminate the Contract effective immediately by giving written notice to the Service Provider in the following circumstances:

1. If the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy or
2. If the Service Provider breaches any provision of this Contract and fails to remedy the breach within 7 days of receiving notice by the Buyer, requiring it to do so.

iii. Breach of SLAs as mentioned in clause 8 above.

However, termination of this Contract shall not affect any accrued rights or remedies of either party.

#### ईपीबीजी विवरण | ePBG Detail

NA

#### 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

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

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