

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687724690258

अनुबंध तिथि | Contract Generated Date : 06-Feb-2024

संगठन विवरण Organisation Details प्ररूप Type : State Government मंत्रालय Ministry : - विभाग Department : Forest Department Uttar Pradesh संगठन का नाम Organisation Name : N/A कार्यालय क्षेत्र Office Zone : Pccf	खरीदार विवरण Buyer Details पद Designation : Forester संपर्क नंबर Contact No. : 0522-2718820- ईमेल आईडी Email ID : nm.fd-up@nic.in जीएसटीआईएन GSTIN : - पता Address : Aranya Sadan , Sector 19 Indiranagar, LUCKNOW, UTTAR PRADESH-226016, India
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वित्तीय स्वीकृति विवरण Financial Approval Detail आईएफडी सहमति IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: APCCF IT वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : APCCF IT	भुगतान प्राधिकरण विवरण Paying Authority Details Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : Administrative Officer ईमेल आईडी Email ID : prog.fd-up@nic.in जीएसटीआईएन GSTIN : N पता Address: Aranya Sadan , Sector 19 Indiranagar, LUCKNOW, UTTAR PRADESH-226016, India
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परोक्षिती विवरण Consignee Details		
क्र.सं. S.No	परोक्षिती नाम & पता Consignee Name & Address	सेवा विवरण Service Description
1	संपर्क Contact : 0522-2718820- ईमेल आईडी Email ID : nm.fd-up@nic.in जीएसटीआईएन GSTIN : - पता Address : Aranya Sadan , Sector 19 Indiranagar, LUCKNOW, UTTAR PRADESH-226016, India	Bulk SMS Service (Version-2) - OTP SMS; Domestic SMS; Very High; MTNL, BSNL, Jio, Airtel, Vi; License service provider; Delivery within 15 Sec; 1000 Char; 10000 and above; Yes

सेवा प्रदाता विवरण Service Provider Details	
जेम विक्रेता आईडी GeM Seller ID :	2V1T210002296283
कंपनी का नाम Company Name :	TECHWINGS INFO SERVICES PRIVATE LIMITED
संपर्क नंबर Contact No. :	09968311333
ईमेल आईडी Email ID :	vishvas@twisworld.in
पता Address :	Main Road,,Uttar Mohal,Robertsganj, Sonbhadra,Main Market Road, Sonbhadra, Uttar Pradesh-231216, -
एमएसएमई पंजीकरण संख्या MSME Registration number :	UDYAM-UP-72-0001336
एमएसई सामाजिक श्रेणी MSE Social Category :	General
एमएसई लिंग श्रेणी MSE Gender :	Male
जीएसटीआईएन GSTIN:	09AAFCT1678R1ZF

*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): 09-Feb-2024 सेवा समाप्ति तिथि | Service End Date : 04-Apr-2024

श्रेणी नाम | Category Name : Bulk SMS Service (Version-2)

बिलिंग चक्र | Billing Cycle: weekly

विवरण Description	Number of SMS Proposed for procurement during the contract period.	Cost Per 1000 SMS inclusive of GST
Classification of Bulk SMS Services	OTP SMS	100,000 140
Type (territorial classification)of SMS Service	Domestic SMS	
Priority attached with SMS	Very High	
Name of the Telecom Service Provider (TSP)	MTNL, BSNL, Jio, Airtel, Vi	
Status Of Bulk SMS of Service Provider	License service provider	
Delivery Time of SMS	Delivery within 15 Sec	
Max Size of the SMS	1000 Char	
Throughput per Second (TPS)	10000 and above	
Unicode compliant	Yes	

कुल राशि (सूत्र) | Total Amount (Formula) :
((Cost Per 1000 SMS inclusive of GST*Number of SMS Proposed for procurement duri ng the contract period.)/1000)

ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)	14000
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कुल एडऑन मूल्य Total Addon Value(INR)	0
एडऑन सहित कुल मूल्य Total Value Including Addons(INR)	14000.00
अतिरिक्त जानकारी Additional Details	
<ul style="list-style-type: none"> Consumption per month : 35000 	
अनुबंध की राशि Amount of Contract	
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)	14000
एसएलए विवरण SLA Details	
<p>SERVICE STC</p> <p>SPECIAL TERMS AND CONDITIONS</p> <p>FOR BULK SMS SERVICE</p> <p>1. Preamble</p> <p>A. All Bulk SMS Service contracts placed through GeM shall be governed by the following set of Terms and Conditions:</p> <ol style="list-style-type: none"> General terms and conditions for Goods and Services. Service STC contained in this document BID / Reverse Auction specific ATC <p>B. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede the Service specific STC which supersede the GTC, whenever there are any conflicting provisions.</p> <p>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.</p> <p>2. Objectives and Goal</p> <p>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:</p> <ul style="list-style-type: none"> 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 <p>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.</p> <p>3. Stakeholders</p> <p>The main stakeholders associated with this agreement are:</p> <ol style="list-style-type: none"> Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed 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 <p>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.</p> <p>4. Service Scope</p> <p>Service Provider shall provide the Short Message Service Connectivity which shall enable buyer to send SMS for the messages necessary for Business Transaction on terms and conditions agreed under this Agreement.</p> <p>Buyer shall use the services as per terms of this Agreement and in compliance of Applicable laws. Buyer shall make reasonable efforts not to use the Service Provider's Short Message Service connectivity for any other purpose not envisaged under this Agreement and or for transmitting SMS's which are obscene, abusive, offensive, unlawful, illegal, sensitive in nature, communal, unauthorized, or compromising the National Security etc.</p> <p>5. Terms and Conditions</p> <p>a. Buyer's Obligations</p> <ol style="list-style-type: none"> Buyer shall provide clear instructions, approvals and timely payments for the services to be availed. The Buyer Department will give at least one Month Notice Period before termination of Contract in cases of non-performance. Buyer must ensure security and safety of devices installed at their premises. In case of damage/theft they must reimburse the cost of devices. Cost to be reimbursed will be proportionate to cost of device arrived after depreciation of damaged/stolen device during the operation of contract. Buyer shall be solely responsible for using the Services in terms of this Agreement. The Sender ID registration needs to be done in advance. Buyer must ensure and shall be solely responsible for maintaining complete authenticity of all the information sent over SMS and shall take all possible steps and measures to ensure that only authentic information is transmitted. Buyer shall be solely responsible at its own costs and expenses for obtaining and maintaining all necessary approvals, sanctions, permissions and licenses as required for sending SMS from the relevant Government authorities and/or regulatory bodies. Buyer shall providetrained manpower to co-ordinate with Service Provider's team during customization and integration and share the necessary details with service provider for integration purpose. Buyer shall not use the Services provided under this Agreement for any purpose that is in violation of any Applicable Laws or public policy and shall not use the Services in any manner that violate any statutory directives or orders for the time being in force. Buyer agrees that the SMS Services provided under his Agreement will be used for their own activities and shall make sure that the Service Provider SMS Services are not misused and shall not be extended to any third party. Buyer shall ensure that objectionable, obscene, unauthorized or any other content, messages or communications infringing copyright, Intellectual property right and international and domestic cyber laws, in any form or inconsistent with the laws of India are not carried in his network by him or any other person using his network. The buyer must take necessary measures to prevent it. The use of the Services for anti-national activities would be construed as an offence punishable under the Indian Penal Code or other applicable law. Buyer cannot sublet the services under this Agreement to any third party. 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

Service provider is responsible to provide all the required services in a timely manner. Service provider may also include seller, any authorized agents, assignees, successors and nominees as described in the agreement. The following Service Provider's obligations are conditions of this agreement and any breach of them shall be deemed a fundamental breach, which shall entitle the buyer at its discretion to terminate this agreement immediately:

- i. Failure on the part of the service provider to observe its obligations under the agreement.
- ii. The doing or permitting of any act by which the Buyer's rights under this agreement may be prejudiced or put in jeopardy.
- iii. The insolvency, levying of any distress, appointment of receiver, entry into an arrangement with its creditors or execution against the supplier or liquidation of the supplier.
- iv. Failure to repair a fault within the response time set out in respective clauses as above.
- v. Service Provider shall provide SMS termination capability on best efforts basis on all available mobile networks in India, both GSM and Volte etc.
- vi. Ensure that the Services are rendered in an effective manner and in the manner set out in this Agreement and relevant Attachments to this Agreement.
- vii. Service Provider shall possess the technical expertise, ability, experience, resources and infrastructure to render all the services and comply with its obligations under this Agreement and the Attachments.

6. Terms and Conditions of the Service

Service Provider and Buyer shall agree to the following :

- a. Buyer agrees that Service Provider has no control on delivery rate and that it varies based on the response of telecom networks. However Service Provider shall put best effort to maintain Quality of Service rendering as per contractual provisions and SLAs.
- b. Buyer agrees that the SMSes sent will be of transactional in nature and Service Provider shall make sure that these SMSes are not filtered based upon National Customer Preference register. Buyer shall make sure that no promotional / Commercial SMSes will be sent to a telecom subscriber using Service Provider SMS Service.
- c. Service Provider ensures: 99 % uptime for its SMS gateway Service and expressly excludes the planned downtime. The uptime calculation will be done on quarterly basis.
- d. Service Provider, however, cannot guarantee deliveries to end user handsets since the same is outside the control of Service Provider. Handset deliveries are on a best effort basis. In case of high levels of reported errors, Service Provider will conduct RCA and submit report to buyer.
- e. Service Provider shall give advance notice of at least 48 hours for any planned activities between 00: 00 Hrs to 6:00 a.m. and during such time buyer shall make reasonable efforts not to send any SMSes, Service Provider may allow some capacity if available to cater to Transactional messages requirement
- f. The availability, and quality of the Services may be affected by factors outside Service Provider's Control including but not limited to physical obstructions, availability or performance of network, geographic conditions, topographic layout, weather conditions and other causes of radio interference, non-availability of power or faults or modifications in telecommunication networks to which the Short Message Service connectivity is connected, right of way and damage or modifications to equipment.
- g. Service Provider may, without any notice, refuse, curtail, modify, suspend, disconnect or terminate the Services in whole or in part at any time, if so directed by any statutory authority or judicial forum.
- h. Any and all information including that pertaining to Buyer or its business provided by buyer to Service Provider or gathered by Service Provider independently of Buyer may be disclosed by Service Provider to any statutory/ regulatory/governmental authority whether or not Service Provider provides the Services to buyer.
- i. Except as otherwise agreed under this Agreement, Service Provider shall not be liable to buyer for any loss, costs or damage whatsoever or howsoever caused, arising directly or indirectly in connection with the Services.
- j. Service Provider expressly excludes liability for libel and/ or slander arising out of a message or Content sent by buyer via the Service Provider's Short Message Service connectivity.
- k. Buyer shall be responsible in case of any misuse of telecom resources allotted to it for sending Transactional Message only.
- l. The buyer agrees not to send any unsolicited commercial communication and not to mix any promotional communications with its Transactional Message sent to a subscriber through telecom resource allotted to it for the purposes of sending Transactional Message.
- m. The buyer agrees not to make unsolicited commercial communications to any subscriber; whose telephone number appears on the National Customer Preference Register, except for sending Transactional Message.
- n. Buyer shall be required to pay penalty as may be specified by TRAI/Telcos, on issue of each notice for sending unsolicited commercial communication by the Buyer, an amount as provided under this agreement.
- o. If the buyer makes any unsolicited commercial communication, through the telecom resources allotted to it by Service Provider for sending Transactional Message, to any subscriber whose telephone number appears in the National buyer Preference Register, the buyer agrees that he will be abide by the rule as specified by TRAI.
- p. The buyer agrees that in case of issue of third notice by the Access Provider to the buyer: for sending unsolicited commercial communication, without prejudice to the amount which shall be paid by the Buyer, the telecom resources allotted to the buyer shall be disconnected without any further notice. The Access Provider shall intimate the name of the Buyer to the agency maintaining the National Telemarketer Register for entering the name of the buyer in the black list and the name: of the buyer shall not be removed from the black list before the completion of the period of two years from the date of entering his name in such black list.
- q. The buyer agrees to pay the charges as provided in the regulations in case the buyer sends telemarketing SMSs and/ or mixes telemarketing or promotional SMSs with the transitional SMS.
- r. The buyer has agreed to abide by regulations, orders and directions issued by the Telecom regulatory authority of India regarding Transactional Message, from time to time including the header to be used for sending transactional SMSs
- s. The buyer, before making any commercial communication, shall verify the identity and address details of entity or individual on whose behalf commercial communication is being made as provided in the subscriber verification guidelines issued by the Department of Telecommunication from time to time and obtain the relevant records from such entity of individual.
- t. The buyer shall provide full access to its equipment to any person authorized by TRAI for technical scrutiny and for inspection, which may be a visual inspection or an operational inspection. The buyer shall furnish documents, accounts, estimates, returns, report and other information as may be required by TRAI from time to time for any purpose including conducting of an enquiry either *suo-motu* or on complaint to determine, whether there has been any breach of the provisions of the regulations by the telemarketer.
- u. Online support must be provided by Service Provider on 24X7 basis.
- v. The expected time of response form Service Provider should be less than 5 minutes through automated ticket number and resolution should be average 60 minutes per email or call communication.
- w. A robust escalation process should be in place by the Service Provider for any unresolved issues

7. Payment Terms

- i. The Push (Bulk) SMS will be charged as per Push (Bulk) rates mentioned in the contract.
- ii. Buyer undertakes to pay to Service Provider, SMS charges / cost of services availed as contracted from time to time. Service Provider shall raise invoice as per the contractual terms.

8. SLAs, Penalty & Termination of Contract

- i. Penalties for a specific period (month / quarter) shall be capped at 10% of bill generated for that period. In case penalties goes beyond this range, buyer may terminate the contract without any prejudice to terms of the Contract.
- ii. If any SLA is breached beyond 3 instances in any billing period, then the same shall be treated as a breach of contract and buyer will have full rights to terminate the contract after giving a notice of 30 days.

Performance will be measured in terms of the 'Success Rate' i.e. No. of successfully delivered SMS to the customers' handsets divided by Total number of SMSs submitted to be delivered. **Success Rate** of 97% and above is expected from Service Provider in delivery of Bulk SMS. Any fall in the success rate in delivery of SMS below the minimum expected level will be penalized as under:

Assuming a monthly billing cycle, the penalty applicable at different levels of success rate is tabulated below:

Success Rate	Penalty on Monthly Invoices
97% & above	NIL
<97% up to 96%	1% of the monthly bill of the respective month
<96% up to 95%	2% of the monthly bill of the respective month
<95% up to 94%	5% of the monthly bill of the respective month. In addition, Buyer will be free to divert SMS traffic (partially or fully) to L2 and/or L3 vendor(s).
<94% up to 93%	6% of the monthly bill of the respective month
<93% up to 92%	7% of the monthly bill of the respective month
<92% up to 91%	8% of the monthly bill of the respective month
<91% up to 90%	9% of the monthly bill of the respective month
<90%	10% of the monthly bill of the respective month

Calculation of Service Formula: A x B

A: Cost per 1000 SMS (Inclusive of GST)

B: Number of SMS Proposed for procurement during the contract period (In Thousands). For example: If 5,00,000 SMS are to be send during the contract period, then buyer will have to input 500.

The Agreement shall be come to an end either on completion of the Contract Period or shall be terminated for the following reasons:

1. Mutual consent: The contract may be terminated based on mutual consent in case the services are no longer required by the Buyer wherein a minimum notice period of not less than 30days shall be provided to the Service Provider. Termination based on mutual consent will not attract any penalties or shall not be liable for any extra payments other than payment of invoices raised till the time of termination including notice period.
2. Breach of contractual obligations: Any incidents considered as the breach of contract will result in immediate termination of services. The Buyer shall have the right to terminate the Contract effective immediately by giving written notice to the Service Provider if, the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy; or if the Service Provider breaches any provision of this Contract and fails to remedy the breach within 7 days after receiving notice requiring it to do so.
3. Breach of SLAs as mentioned in penalty provision.

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

ईपीबीजी विवरण | ePBG Detail

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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.

