

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687745779079

अनुबंध तिथि | Contract Generated Date : 12-Mar-2024

संगठन विवरण | Organisation Details

प्ररूप | Type : Central Government
मंत्रालय | Ministry : Ministry of Corporate Affairs
विभाग | Department : NA
संगठन का नाम | Organisation Name : National Company Law Tribunal
कार्यालय क्षेत्र | Office Zone: Delhi

खरीदार विवरण | Buyer Details

पद | Designation : Programmer
संपर्क नंबर | Contact No. : 011-24361685-
ईमेल आईडी | Email ID : mkalyanaraman@ord.gov.in
जीएसटीआईएन | GSTIN : 07DELN15857C1D6
पता | Address : National Company Law Tribunal Block 3, CGO Complex, Delhi, SOUTH EAST DELHI, DELHI-110003, India

वित्तीय स्वीकृति विवरण | Financial Approval Detail

आईएफडी सहमति | IFD Concurrence : Yes
प्रशासनिक अनुमोदन का पदनाम | Designation of Administrative Approval: Secretary
वित्तीय अनुमोदन का पदनाम | Designation of Financial Approval : Secretary

भुगतान प्राधिकरण विवरण | Paying Authority Details

Role: DDO
भुगतान का तरीका | Payment Mode: PFMS
पद | Designation : Sr Accounts Officer
ईमेल आईडी | Email ID : laxmanram.meena@nic.in
जीएसटीआईएन | GSTIN : -
पता | Address: National Company Law Tribunal Block 3, CGO Complex, Delhi, SOUTH DELHI, DELHI-110003, India

प्रेषिती विवरण | Consignee Details

क्र.सं. S.No	प्रेषिती नाम & पता Consignee Name & Address	सेवा विवरण Service Description
1	संपर्क Contact : 011-24361685- ईमेल आईडी Email ID : mkalyanaraman@ord.gov.in जीएसटीआईएन GSTIN : 07DELN15857C1D6 पता Address : National Company Law Tribunal Block 3, CGO Complex, Delhi, SOUTH EAST DELHI, DELHI-110003, India	Annual Maintenance Contract for Networking Devices (Version 2) - VPN Appliance; Securus

सेवा प्रदाता विवरण | Service Provider Details

जेम विक्रेता आईडी | GeM Seller ID : 732Q210002684319
कंपनी का नाम | Company Name : INFOMAX TECHNOLOGIES INC
संपर्क नंबर | Contact No. : 08076548796
ईमेल आईडी | Email ID : infomaxtechnologiesinc@gmail.com
पता | Address : D-59, 2ND FLOOR, LAJPAT NAGAR-1, LAJPAT NAGAR-1, South Delhi, DELHI-110024, -
एमएसएमई पंजीकरण संख्या | MSME Registration number : UDYAM-DL-09-0005511
एमएसई सामाजिक श्रेणी | MSE Social Category : General
एमएसई लिंग श्रेणी | MSE Gender : Male
जीएसटीआईएन | GSTIN: 07AACFI6898J1ZR

*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): 01-Apr-2024

सेवा समाप्ति तिथि | Service End Date : 31-Mar-2025

श्रेणी नाम | Category Name : Annual Maintenance Contract for Networking Devices (Version 2)

बिलिंग चक्र | Billing Cycle: weekly

विवरण Description	Number of Devices	Price per device per month
Type of Networking Device for AMC	2	19980
OEM of Networking Devices		
Type of AMC		
Dedicated/ toll Free Telephone No for Service Support		
Requirement of Preventive Maintenance		
Nature of Annual Maintenance Service Provider		
Number of technicians		
Number of Resident engineers		

कुल राशि (सूत्र) | Total Amount (Formula) :
(Price per device per month * Number of Devices * Contract Period / 30)

ऐडऑन के बिना कुल मूल्य | Total Value without Addons (INR)

486180

कुल एडऑन मूल्य Total Addon Value(INR)	0
एडऑन सहित कुल मूल्य Total Value Including Addons(INR)	486180.00
अनुबंध की राशि Amount of Contract	
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)	486180
एसएलए विवरण SLA Details	
SERVICE STC SPECIAL TERMS AND CONDITIONS FOR ANNUAL MAINTENANCE CONTRACT OF NETWORKING DEVICES	
1. Preamble <p>A. All Annual Maintenance Contract of Networking Devices service-related contracts placed through GeM shall be governed by the following set of Terms and Conditions:</p> <p>I. General terms and conditions for Goods and Services. ("GTC") II. Service specific terms and conditions ("STC") contained in this document III. BID / Reverse Auction specific Additional Terms and Conditions ("ATC") as specified by the Buyer</p> <p>B. 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.</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, stakeholders' obligations and terms and conditions of all services covered as mutually understood by the stakeholders.</p>	
2. Objectives and Goal <p>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:</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>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.</p>	
3. Stakeholders <p>The main stakeholders associated are:</p> <p>1. Buyer: The Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed as per the contractual terms 2. Service Provider: The Service Provider is responsible to provide all the required services in timely manner. 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</p> <p>The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and deduction in case of non-adherence to the defined terms and conditions.</p>	
4. Service Scope <p>Service Provider shall be fully responsible for Annual Maintenance Contract for all Networking Devices in terms of fault finding and supplying the spare parts. This will include ;</p> <p>a. Technical support and diagnosis in case of failure of network equipment and devices. b. Provision of standby devices in place of faulty ones to ensure minimum 95 % uptime in a month or any other value for uptime as specified by Buyer. c. Supply and replacement to the location where the faulty equipment or device is located d. Any software upgrades, updates and installation during the AMC period e. Preventive maintenance at a frequency as specified by the Buyer.</p>	
5. Terms and Conditions	
5.1 Buyer's Obligations <p>i. Buyer to provide model number, date of purchase, status of warranty etc along with the list of devices and their locations. ii. The Buyer will use UPS for ensuring stabilized power supply for operation of network iii. The Buyer would ensure that rats, insects etc do not invade the site and damage the systems especially cables etc. In case of any damage to the cables, unless specified by the Buyer as a requirement in the bid document, repair and maintenance related to cable related faults will be undertaken by the Buyer. iv. For critical devices or otherwise, Buyers shall define any specific SLA requirements for onsite response time and/or time within which device will be replaced by the Service Provider in ATC. If not defined by Buyer, response time and performance levels as defined in 5.2(i) will be applicable. v. Buyer shall raise complaints/breakdown calls either telephonically or by e-mail or in person at helpdesk setup established by the Service Provider at user premises as per conditions of bid/contract and escalation matrix provided by the Service Provider. vi. 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.</p>	
5.2 Service Provider's Obligations <p>i. Service Provider must provide escalation matrix of telephone numbers for Service Support. The Service Provider has to supply the hardware parts and software required to rectify the hardware issues reported within the specified SLA levels. a. Service Window -During Buyer's working hours or as defined by Buyer b. Onsite Response time - Within 4 hours or as defined by Buyer c. Period for replacement/repair - Next business day or as defined by Buyer d. Break down Calls - Unlimited e. Configuration Support & updates - As and when required f. Preventive Maintenance - As defined by Buyer in technical specification g. Attending for any other pre-scheduled maintenance Activities - As and when required</p> <p>ii. Service Provider should have sufficient resources for providing offsite and onsite support. to ensure immediate response and faster call resolution. iii. Wherever Authorized Service Providers are submitting the bid, OEM authorization certificate needs to be mandatorily uploaded by the Service Provider. iv. If required by the Buyer, The Service Provider would place asset number on each of the device/equipment being maintained by them. v. Service Providers should maintain a separate register with number/s of equipment along with details of rooms/location where these devices/equipments are installed . If there is shifting of the equipment/s under this AMC, the Service Provider will have to make changes in record accordingly.</p>	

- vi. Proper record of the complaints should be maintained by the Service Provider at each consignee location / user premises. 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. On request of the Buyer, Service Provider shall provide quarterly call logged and resolution data on pdf/excel format.
- vii. If required by the Buyer, employees of the Service Provider may be required to sign a Non-disclosure Agreement/Integrity Pact.

5.3 Standard Terms and Condition

- i. 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 and/or parts/components/sub-assemblies of improved functional capability may be used for repair/replacement by the Service Provider.
- ii. The Service Provider should provide the following self-certification at the start of the contract. This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to
- a. Inhibit the desires and designed function of the equipment.
 - b. Cause physical damage to the user or equipment during the exploitation.
 - c. Tap information resident or transient in the equipment/network.
 - d. The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of
 - e. information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.
- iii. The contract extends only to problems arising out of normal functioning of equipment and the contract does not cover break down arising out of damages caused due to fire, theft, riots, accidents, earthquakes, storm and other natural calamities.
- iv. This contract is made for networking equipment and devices procured by Buyer for its own use only.
- v. The Service Provider shall not subcontract the contract in whole or part to any entity without obtaining written consent of Buyer.
- vi. In case any of the device is under warranty, pro-rate unit price will be calculated to make payments.
- vii. 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 the equipment themselves to their designated service centre for quick prompt/repair & deliver the functional equipment back to user at their own cost and risk after getting it repaired promptly.
- viii. The Service Provider shall at all times ensure that the services being provided under this Contract/ Agreement are performed strictly in accordance with all applicable laws, orders, bye-laws, regulations, rules, standards, recommended practices etc, and no liability in this regard will be attached to the Buyer.
- ix. The Service Provider shall be fully responsible for the acts of their representatives / consultants/ team members and shall fully indemnify the Buyer for any kind of losses or damages caused by its team members/ consultants. The Buyer shall not be responsible for any claim from any consultant / team member employed by the Service Provider. The Service Provider shall wholly and fully be responsible for any such claims.

6. Payment Schedule

- i. The Payment procedure shall be in as specified in the General Terms and Conditions (GTC) of GeM.
- ii. Payment schedule to be as per payment terms specified in bid document.

7. Formula used

Total Price = A*B*C/30 Where,
A = Price per device per month
B = Number of devices (to be provided by Buyer)
C= Number of days in contract period

8. Deduction and Termination

#	Service level agreement	Deduction for non-compliance
1	Non-availability of helpline/non-availability of support to log complaints during service window	Rs 500 per instance
2	Breakdown calls/technical faults not attended within time as specified in SLA (time to be calculated from the time after registration of complaint through call)	Rs 500 per instance
3	Non-replacement of devices within time as specified in SLA (time to be calculated from the time after registration of complaint)	Rs 1000 per hour per device
4	Failure to undertake preventive maintenance as specified in schedule	0.1% of contract value for every such occurrence
5	If the employee is found responsible for adopting illegal and foul methods or exercising any corrupt practice in collusion with any third party or officials at the workplace	Immediate replacement within 5 days. Beyond 5 days, cancellation of contract at the discretion of Buyer.
6	If cumulative deduction reaches 10% of the contract value	Termination of contract at the discretion of the Buyer

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.