

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687738000363

अनुबंध तिथि | Contract Generated Date : 27-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4739339](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रकार Type : Central PSU मंत्रालय Ministry : Ministry of Finance विभाग Department : Department of Financial Services संगठन का नाम Organisation Name : State Bank of India (SBI) कार्यालय क्षेत्र Office Zone : corporate centre mumbai	पद Designation : Chief Manager GMU CC संपर्क नंबर Contact No. : 022-22741487- ईमेल आईडी Email ID : buycon372.sbis.mh@gembuyer.in जीएसटीआईएन GSTIN : 27AAACS8577K2ZO पता Address : State Bank Bhavan Madam Cama road Nariman point, MUMBAI, MAHARASHTRA-400021, India

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
आईएफडी सहमति IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval : DGM वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : GM	Role: PAO भुगतान का तरीका Payment Mode: Internet Banking पद Designation : CM 2 OAD ईमेल आईडी Email ID : pao1.dfs.mh@gembuyer.in जीएसटीआईएन GSTIN : 27AAACS8577K2ZO पता Address: State Bank Bhavan Madam Cama road Nariman point, Mumbai, MAHARASHTRA-400021, India

परोक्षिती विवरण Consignee Details		
क्र.सं. S.No	परोक्षिती नाम & पता Consignee Name & Address	सेवा विवरण Service Description
1	संपर्क Contact : 022-22741487- ईमेल आईडी Email ID : buycon372.sbis.mh@gembuyer.in जीएसटीआईएन GSTIN : 27AAACS8577K2ZO पता Address : State Bank Bhavan Madam Cama road Nariman point, MUMBAI, MAHARASHTRA-400021, India	Annual Maintenance service-SIP based IPPBX - SIP based IPPBX; PROGILITY (SIEMENS); OEM Authorised Service Provider

सेवा प्रदाता विवरण Service Provider Details	
जेम विक्रेता आईडी GeM Seller ID : F565180000096867 कंपनी का नाम Company Name : PROGILITY TECHNOLOGIES PRIVATE LIMITED संपर्क नंबर Contact No. : 09987039854 ईमेल आईडी Email ID : sanjeev.bhandarkar@progilitytech.com पता Address : Unit No. 1001, 10th Floor,,Lodha Supremus, Wing - E,,I Think Techno Campus,,Kanjurmarg (East), Mumbai, MUMBAI, MAHARASHTRA-400042, - एमएसएमई सत्यापित MSME verified : Yes एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-MH-19-0015435 एमएसएमई सामाजिक श्रेणी MSE Social Category : General एमएसएमई लिंग श्रेणी MSE Gender : Male जीएसटीआईएन GSTIN: 27AAKCS5375F1Z0	

*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): 03-Apr-2024 सेवा समाप्ति तिथि | Service End Date : 02-Apr-2025

श्रेणी नाम | Category Name : Annual Maintenance service-SIP based IPPBX

बिलिंग चक्र Billing Cycle: quarterly		
विवरण Description	Quantity	Cost per Equipment (Annual) INR
Type Of Asset	SIP based IPPBX	1 259600
Make/Brand Of Assets	PROGILITY (SIEMENS)	
Status of Annual Maintenance Service Provider	OEM Authorised Service Provider	
Onsite Service Engineers Requirement	None	
Basic Maintenance of OS, Office Suite, Drivers Update and Patch update on client compute machines	Inclusive	
Periodicity of Preventive Maintenance Services	Bi-Monthly	
District	NA	
कुल राशि (सूत्र) Total Amount (Formula) : (Cost per Equipment (Annual) INR*Quantity*Contract Period/365)		
ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)		259600

कुल एडऑन मूल्य Total Addon Value(INR)	0
एडऑन सहित कुल मूल्य Total Value Including Addons(INR)	259600
अनुबंध की राशि Amount of Contract	
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)	259600
मूल्य विभाजन की पेशकश की Price Break up offered : प्राइज ब्रेक अप ऑफ़र किए गए दस्तावेज़ लिंक Price Break up offered Document link	
एसएलए विवरण SLA Details	
<p>PREAMBLE: Comprehensive AMC contracts placed through GeM shall be governed by following set of Terms and Conditions:</p> <ol style="list-style-type: none"> 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 <p>Note:</p> <p>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 supersede over the GTC.</p> <p>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.</p> <p>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</p> <p>Agreement Overview</p> <p>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.</p> <p>Objective and Goals</p> <p>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:</p> <p>Provide clear reference to service ownership, accountability, roles and/or responsibilities.</p> <p>Present a clear, concise and measurable description of service provision to the customer.</p> <p>Depict Terms and Conditions for all the involved stakeholders.</p> <p>To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons.</p> <p>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.</p> <p>Stakeholders</p> <p>Following are the stakeholders associated with this agreement:</p> <ul style="list-style-type: none"> ● Annual Maintenance Service Provider ● Buyer / Consignee <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 SLA / before bidding .</p> <p>Scope of the AMC Services</p> <p>The contract shall be on comprehensive basis, inclusive of repairs and replacement of spare without any extra payments. The AMC Vendor shall carry out preventive maintenance Services as per schedule indicated in bid document .If nothing indicated PMS will 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.</p> <p>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 and to provide efficient engineering services in the user premises. Continuous efforts should be made by 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 and for this 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.</p> <p>Comprehensive Annual Maintenance Contract Services for ICT</p> <p>Comprehensive AMC includes all parts of the equipment 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.</p> <p>This would include (Depending upon the contract Duration / contractual obligation):</p> <ol style="list-style-type: none"> 1. Preventive Maintenance Service (PMS) –Monthly / Quarterly as indicated in bid 2. Annual Maintenance Services (AMS) 3. Break Down Services/Repair (BDS) <p>Buyer Obligations</p> <ol style="list-style-type: none"> 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/place where they are placed/located. 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 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. Proper record of the complaints should be maintained by the AMC Vendor/Support Engineer at each consignee location / user premises. "Bidder will provide contact point and escalation matrix
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 System 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 in the 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 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 parts and maintenance will be provided by the service provider at no extra charge to the buyer except for out of scope items indicated at end of document."
- 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 and deliver the equipment back at their own cost and risk after getting it repaired promptly.
- In case the Service Provider fails meeting maintenance requirements in time, and Buyer may make alternative arrangements for the servicing/maintenance of the equipment to avoid productivity. Under such circumstances Service Provider would reimburse the cost of such arrangements
- 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 shall 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 shall provide the escalation matrix and call logging mechanism"

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 supplied within the period of 48 hours from the time of failure reported, then the first buyer may choose to get the same repaired by or part replaced by other authorised / suitable service agency and the cost and 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.

Arbitration : Buyer and the Service Providing Agency will make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the contract placed through GeM .If the parties cannot resolve the Dispute then any such dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a sole arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court under which jurisdiction office of the buyer falls. The provisions of the

Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at the jurisdiction specified above . Any legal dispute will come under the sole jurisdiction specified above .

The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof."

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 for t. 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	Lower Performance	Penalties for breach	
				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

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

1. Additional SOW if not readily covered in the Scope of Works incorporated in STC of Services : Bank guarantee of 10% of the bid amount to be submitted by the successful bidder in favour of buyer within 10 days of allotment of bid.

अतिरिक्त डेटा/दस्तावेज़ : विक्रेता | Additional Data/Document(s) : Seller

1. Certificate (Requested in ATC) : [click here](#)
2. Service Provider's Local Office / Service Centers Address With Respect Each Consignee Location (Place Where Machines Are Installed And Accordingly Amc On Sight Required) As Indicated In Bid : [click here](#)
3. Maf If Required In The Bid : [click here](#)

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	NA
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	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

2. Buyer Added Bid Specific Terms and Conditions-

2.1 *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

2.2 *Buyer Added Bid Specific ATC:*

Buyer Added text based ATC clauses

Bank guarantee of 10% of the bid amount to be submitted by the successful bidder in favour of buyer within 10 days of allotment of bid.

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

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