

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687789182143

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

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4801368](#)

संगठन विवरण Organisation Details		खरीदार विवरण Buyer Details	
प्ररूप Type :	Central PSU	पद Designation :	SECONDARY USER
मंत्रालय Ministry :	Ministry of Finance	संपर्क नंबर Contact No. :	0294-2486640-
विभाग Department :	Department of Financial Services	ईमेल आईडी Email ID :	buycon436.lic.rj@gembuyer.in
संगठन का नाम Organisation Name :	LIC - Life Insurance Corporation of India	जीएसटीआईएन GSTIN :	08AAACL0582H2ZL
कार्यालय क्षेत्र Office Zone:	UDAIPUR DIVISION	पता Address :	LIC OF INDIA, DIVISIONAL OFFICE, SUBCITY CENTRE, UDAIPUR, UDAIPUR, RAJASTHAN-313002, India

वित्तीय स्वीकृति विवरण Financial Approval Detail		भुगतान प्राधिकरण विवरण Paying Authority Details	
आईएफडी सहमति IFD Concurrence :	No	Role:	PAO
प्रशासनिक अनुमोदन का पदनाम	SDM	भुगतान का तरीका	Offline
Designation of Administrative Approval:		Payment Mode:	
वित्तीय अनुमोदन का पदनाम	SDM	पद Designation :	PAO
Designation of Financial Approval :		ईमेल आईडी Email ID :	pao1.lic.rj@gembuyer.in
		जीएसटीआईएन GSTIN :	08AAACL0582H2ZL
			LIC OF INDIA, DIVISIONAL OFFICE, SUBCITY CENTRE, UDAIPUR, Udaipur, RAJASTHAN-313002, India

परिषेती विवरण Consignee Details		
क्र.सं. S.No	परिषेती नाम & पता Consignee Name & Address	सेवा विवरण Service Description
1	संपर्क Contact : 0294-2486640- ईमेल आईडी Email ID : buycon436.lic.rj@gembuyer.in जीएसटीआईएन GSTIN : 08AAACL0582H2ZL पता Address : LIC OF INDIA, DIVISIONAL OFFICE, SUBCITY CENTRE, UDAIPUR, UDAIPUR, RAJASTHAN-313002, India	Data Recovery and Data Wiping Service - Data Wiping; Tape Drive; Not Applicable

सेवा प्रदाता विवरण Service Provider Details	
जेम विक्रेता आईडी GeM Seller ID :	85UR210002289579
कंपनी का नाम Company Name :	JUSTDISPOSE RECYCLING PRIVATE LIMITED
संपर्क नंबर Contact No. :	09920453982
ईमेल आईडी Email ID :	kiranpanchal@justdispose.com
पता Address :	B-41,Sahil CHS Ltd, Off. Borsapada Road,Next to Dev Nagar,Kandivli (West), Mumbai, MAHARASHTRA-400067, -
एमएसएमई पंजीकरण संख्या MSME Registration number :	UDYAM-MH-19-0037453
एमएसई सामाजिक श्रेणी MSE Social Category :	General
एमएसई लिंग श्रेणी MSE Gender :	Male
जीएसटीआईएन GSTIN:	27AACJ0960H1ZO (B) , (R)

*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): 13-Apr-2024	सेवा समाप्ति तिथि Service End Date : 24-Jul-2024
श्रेणी नाम Category Name : Data Recovery and Data Wiping Service	

बिलिंग चक्र Billing Cycle: yearly			
विवरण Description		Estimated number of device	Price per device
Data Recovery Type	Not Applicable	1,045	59
Different types of OS	NA		
Type of storage	LTO		
Size of storage	UP TO 2 TB		
Type of Service	Data Wiping		
Type of Device	Tape Drive		
Method of Data Wiping	Disk Dagaussing		

कुल राशि (सूत्र) Total Amount (Formula) : (Price per device*Estimated number of device)	
ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)	61655
कुल ऐडऑन मूल्य Total Addon Value(INR)	0

ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)				61655
कर द्विभाजन Tax Bifurcation				
विशिष्ट Particular	जीएसटी GST (18%)	जीएसटी उपकर 1 GST Cess 1 (0%)	जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी) Input Tax Credit (ITC) on GST (18%)	जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (0%)
Data Recovery and Data Wiping Service	9405	0	1692.9	0
अनुबंध की राशि Amount of Contract				
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)				61655
एसएलए विवरण SLA Details				
SERVICE SPECIFIC TERMS AND CONDITIONS				
FOR				
DATA RECOVERY AND DATA WIPING SERVICE				
1. PREAMBLE				
All Data Recovery and Data Wiping Service contracts placed through GeM shall be governed by following set of Terms and Conditions:				
1. General terms and conditions for Goods and Services ("GTC");				
2. Service Specific terms and conditions ("STC") of the Services contracts shall include the service level agreement (SLA) for the service.				
3. BID / Reverse Auction specific Additional terms and conditions ("ATC").				
The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service specific STC which supersede GTC, whenever there are any conflicting provisions.				
The above set of terms and conditions along with scope of work and SLA as enumerated in the document shall be construed to be part of the Contract between Buyer and Service Provider.				
The purpose of this document is to outline the scope of work, stakeholder's obligation and terms and conditions of service covered as mutually understood by the stakeholders.				
2. OBJECTIVES AND GOALS				
The objective of this agreement is to ensure that all the commitments and obligations are in place to ensure consistent delivery of services to Buyer by Service Provider. The goals of this agreement are to:				
1. Provide clear reference to service ownership, accountability, roles, and responsibilities of both parties.				
2. Present a clear, concise, and measurable description of services offered to the buyer.				
3. 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.				
4. 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.				
3. PARTIES TO THE AGREEMENT				
The main stakeholders associated with this agreement are below-				
1. Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed as per the contractual terms.				
2. Service Provider: Service provider is responsible to provide all the required services in timely manner to the satisfaction of Buyer. Service provider may also include seller, supplier/bidder/contractor, any authorized agents, assignees, successors and nominees as described in the agreement.				
The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level/ penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders have read and understood the same before signing the document.				
4. DEFINITION				
4.1 Data Recovery:				
Data recovery service is the process of retrieving lost, damaged, corrupted, or accidentally deleted data from digital storage devices such as hard drives, solid-state drives, memory cards, USB drives, and other types of storage media. The process involves specialized techniques and tools to recover the data from the damaged or inaccessible storage devices.				
Data recovery services can be used to recover such data which are lost or damaged due to various reasons such as human error, software or hardware failure, virus or malware attack, physical damage to the storage device, power outage or natural disasters.				
Professional data recovery services typically involve sending the damaged storage device to a specialized data recovery center, where skilled technicians use specialized software and hardware to extract the lost or damaged data. The cost of data recovery services can vary depending on the type of damage, the complexity of the recovery process, and the urgency of the situation.				
4.2 Data Wiping:				
Data wiping service, also known as data erasure or data destruction, is the process of securely and permanently deleting all data from a storage device so that it cannot be recovered using any conventional data recovery methods. Data wiping is typically used when a storage device is no longer needed or is being decommissioned, and the data contained on the device needs to be completely and securely erased to prevent it from falling into the wrong hands.				
Data wiping involves overwriting all data on the storage device with a series of random characters, making it virtually impossible to recover any data from the device. The process typically involves the use of specialized software that meets industry standards and regulations for data security and privacy.				
Data wiping services are commonly used by businesses and organizations that handle sensitive or confidential data, such as financial institutions, healthcare providers, and government agencies. It is also used by individuals who want to securely erase personal data from their storage devices before selling or disposing of them. Data wiping services can be performed on various types of storage devices, including hard drives, solid-state drives, and other types of storage media.				

5. Top of Form
6. **SCOPE OF SERVICES**

The scope of service for data recovery and data wiping are quite different, as they involve different processes and objectives.

In the case of **data recovery**, the scope of service typically includes:

- Initial assessment of the damaged storage device to determine the cause and extent of the data loss.
- Providing a quote for the cost of the recovery service.
- Physically repairing or replacing any damaged components of the storage device if necessary.
- Using specialized software and hardware to extract the lost or damaged data.
- Transferring the recovered data to a new storage device or other media.

In the case of **data wiping**, the scope of service typically includes:

- Initial assessment of the storage device to be wiped, to ensure that it is securely wiped.
- Selecting an appropriate data wiping method, which will depend on the type of storage device and the sensitivity of the data being erased.
- Performing the data wiping process in compliance with industry standards and regulations for data security and privacy.
- Providing a certificate of data destruction as proof that the data has been securely erased.

Both data recovery and data wiping services can be customized to meet the specific needs of Buyer department, depending on factors such as the type and size of the storage device, the level of data security required, and the urgency of the situation.

Buyers may mention the specific scope of work as per their requirement while creating bid in addition to the above-mentioned scope. Buyer and Service Provider shall execute a Non-Disclosure Agreement ("NDA") for protection of the data being recovered or the data which will be wiped.

Top of Form

- **Buyer's Obligations**

- **Data Recovery**

- The key obligation and roles & responsibilities of the Buyer is to provide storage media in best condition to the Service Provider.
- Buyer shall not attempt data recovery through any random data recovery software on its own. Buyer shall not tamper with the physical condition of storage media and shall ensure to keep the storage media in best possible condition.
- Buyer shall provide all necessary support to the Service Provider, including information related to passwords, encryption on storage media if any.
- Buyer shall provide necessary information to the Service Provider for proper rendering of services, such as confirmation on recovered data, information related to user passwords, etc. at the earliest.
- Buyer shall provide all necessary approvals at the earliest.
- Buyer shall provide the new storage media on which recovered data needs to be copied.
- Buyer may physically visit or take virtual tour of the data recovery lab where Service Provider will perform data recovery.

- **Data Wiping**

- Buyers shall provide storage media in best condition to the Service Provider.
- Buyer shall provide all necessary infrastructure to service provider in such cases where wiping or destruction of data and devices has to be performed onsite.
- Buyer shall send all storage media to service provider's location in case of data wiping service has to be performed at service provider's location.
- Buyer may provide any support through personnel and/or verify various phases of the data destruction/wiping whenever required due to scope change that may arise due to business, delivery or statutory/regulatory reasons.

- **Service Provider's Obligations**

- **Data Recovery**

It is understood that the data retrieval from any hard drive is not guaranteed, however, service provider shall make every possible effort to retrieve data from each storage media.

- Service provider shall provide the deliverables as specified by the Buyer.
- The service provider shall get the storage media collected from the buyer's office/location within such time of intimation request by buyer, as stipulated by Buyer.
- Service provider shall perform data recovery in certified data recovery labs and in controlled environment.
- Service provider shall open or treat physically damaged hard drives in only certified Clean room lab.
- Service provider shall facilitate a physical visit or virtual tour to the buyer of the facility where data recovery will be performed.
- Service provider shall ensure that restricted access control system is installed and actively working in data recovery facility.
- Service provider will ensure 100% data security and confidentiality of recovered data and storage media and under no circumstances will disclose the data recovered to any other party whatsoever.
- Service provider shall facilitate data verification of recovered data via online remote session or offline session.
- The Service Provider shall be fully responsible for the acts of their representatives / team members / agents / personnel and shall fully indemnify the Buyer for any kind of losses or damages caused by its representatives / team members / agents / personnel. The Buyer shall not be responsible for any claim either from any team member employed by the Service Provider, or from any third party against any losses or damages arising out of services rendered by the Service Provider. The Service Provider shall wholly and fully be responsible for any such claims.
- The Service Provider shall at all times ensure that the services being provided under this Agreement are performed strictly in accordance with all applicable laws, orders, byelaws, regulations, rules, standards, notifications, guidelines, recommended practices etc. and no liability in this regard will be attached to the Buyer.

- **Data Wiping**

- It is the responsibility of service provider to perform data wiping and destructions as per industry best practices to ensure safe, secure disposal of storage media.
- Service provider shall perform data wiping as per defined standard and requirement of buyer.
- The service provider shall perform data wiping in controlled environment for both onsite and offsite requirement.

- Service provider must provide certificate and report of data wiping/data destructions to buyer for each storage media.
- Service provider shall ensure that there are no traces of data left on storage media after completion of data wiping and shall not create a copy of such data on any other storage devices.
- Service provider will use proprietary, make in India software, in case of data wiping as services.
- In case of data destruction, service provider will use best in class tools machines and will destroy the storage media as per industries best practices.
- Service provider will ensure 100% data security and confidentiality of complete data wiping, data destruction process.
- Service Provider to have the capability of data wiping of both working and non-working HDD and SSD.

7. DEDUCTIONS

Deductions can be imposed on either party in case they have caused loss to other party, loss can be financial as well as reputational. These losses may occur due to breach of contract/ agreement, faulty services, non/ delayed payment to the Service Provider for the services availed. Amount of penalties/ fine shall be settled/ recovered during next payments/ final settlements of the service provider.

The deductions that can be imposed in data recovery and data wiping service can vary depending on the specific circumstances and the terms of the SLA. However, some of the possible deductions that may apply are listed hereunder:

#	Nature of Default	Baseline Performance	Deductions
Non-compliance deductions.			
1	If the service provider does not comply with the agreed-upon terms of the service agreement, such as failing to meet a deadline or failing to recover the data within timeline, deductions may apply	99% within timeline	3% of billing value for each day of delay.
deductions			
2	if the service provider engages in any illegal activities, such as theft or unauthorized access to the data, and disclosure of data to any other party	100%	Termination of contract at the discretion of the Buyer. The Buyer may also initiate suitable legal action.

Maximum amount of deduction should not exceed 10% of the contract value and may lead to termination on exceeding this limit.

8. PAYMENT TERMS

- The Payment procedure as specified in the General Terms and Conditions (GTC) of GeM will be applicable.
- Payment schedule to be as per payment terms specified in bid document/ATC by the buyer.

9. FORMULA USED

Total Contract Value = price per device * number of devices

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

- Document/scope of work to be mentioned by Buyer : [click here](#)

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

- Certificate (Requested in ATC) : [click here](#)
- Documentary Evidence To Be Submitted By Bidder As Per Buyers Requirement : [click here](#)

ईपीबीजी विवरण | ePBG Detail

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

आरसीएम/एफसीएम के संबंध में सामान्य खंड | General Clauses w.r.t RCM/FCM

- Where ever RCM is applicable, for sellers (Regular GST registered seller who opted out of FCM as per notifications of GST like GTA , unregistered seller), Buyer have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this contract. Seller will invoice buyer with Zero GST and GST cess.
- For Registered sellers as per FCM, rates will be inclusive of prescribed rate of GST and GST cess. ITC available to buyer as shown in the bid document have been applied while evaluating the bids. Seller has liability of paying the GST and GST cess to the govt and same will be charged from buyer while invoice.
- For Registered sellers who opted for RCM while quoting for specified category under section 9(3) like GTA rates will be exclusive of GST and GST cess. GST and GST cess as indicated by the buyer in the bid document payment of GST and GST Cess will be the liability of buyer.
- For Unregistered sellers Liability of payment of GST and GST cess is in Buyers scope. GST and GST cess as indicated by the buyer in the bid document will be the liability of

buyer . Unregistered seller will invoice buyer with zero GST and Zero GST cess.

5. For sellers under Composition Scheme: There is no liability of payment of GST and GST cess in Buyers cope. Seller will invoice Zero GST and GST cess in the invoice to buyer.

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 Certificates:

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

2.2 Past Project Experience:

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

2.3 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

1. All the LTO ,SLR & Cleaner Tapes/Cartridges should be disposed off after proper degaussing activity.

2. Vendor should be registered under E-waste category with CPCB/SPCB.

3. Vendor should have past experience of degaussing and disposal activity.

4. Disposal activity is to be done in LIC Premises and in presence of LIC Official.

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

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