

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687755668938

अनुबंध तिथि | Contract Generated Date : 25-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4683916](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रकार Type : Central Government मंत्रालय Ministry : Ministry of Rural Development विभाग Department : Department of Rural Development (DRD) संगठन का नाम Organisation Name : Mahatma Gandhi National Rural Employment Guarantee Act (MGNREGA) कार्यालय क्षेत्र Office Zone: New Delhi	पद Designation : assistant संपर्क नंबर Contact No. : 011-23384591-227 ईमेल आईडी Email ID : rahul.53@gov.in जीएसटीआईएन GSTIN : 07DEL07140A1D8 पता Address : F-wing, Krishi Bhawan, New Delhi., NEW DELHI, DELHI-110001, India

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
आईएफडी सहमति IFD Concurrence : Yes प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: HoD वित्तीय अनुमोदन का पदनाम Designation of Financial Approval: HoD	Role: DDO भुगतान का तरीका Payment Mode: PFMS पद Designation : SECTION OFFICER ईमेल आईडी Email ID : deepshekhar.singhal@gov.in जीएसटीआईएन GSTIN : - पता Address: F-wing, Krishi Bhawan, New Delhi., NEW DELHI, DELHI-110001, India

परोक्षिती विवरण Consignee Details		सेवा विवरण Service Description
क्र.सं. S.No	परोक्षिती नाम & पता Consignee Name & Address	
1	संपर्क Contact : 011-23384591-227 ईमेल आईडी Email ID : rahul.53@gov.in जीएसटीआईएन GSTIN : 07DEL07140A1D8 पता Address : F-wing, Krishi Bhawan, New Delhi., NEW DELHI, DELHI-110001, India	ANNUAL MAINTENANCE SERVICE -DATA CENTER ASSETS - Compute; Blade-Server; OEM Authorised Service Provider

सेवा प्रदाता विवरण Service Provider Details	
जेम विक्रेता आईडी GeM Seller ID : 15CB180000095594 कंपनी का नाम Company Name : MANNAT ENTERPRISES संपर्क नंबर Contact No. : 09560449969 ईमेल आईडी Email ID : mannatenterprises8@gmail.com पता Address : R-4/48,no-207,3rd floor khidki,Extension malviya nagar delhi,Malviya Nagar, South Delhi, DELHI-110017, - एमएसएमई सत्यापित MSME verified : No एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-DL-02-0011902 एमएसएमई सामाजिक श्रेणी MSE Social Category : General एमएसएमई लिंग श्रेणी MSE Gender : Female जीएसटीआईएन GSTIN: 07ABVPV2878D1ZX (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): 02-May-2024 सेवा समाप्ति तिथि | Service End Date : 06-Aug-2025

श्रेणी नाम | Category Name : ANNUAL MAINTENANCE SERVICE -DATA CENTER ASSETS

बिलिंग चक्र Billing Cycle: quarterly			
विवरण Description	Quantity	Cost per equipment per annum in(INR)	
Type Of Asset	Blade-Server	3	399640
Zipcode	NA		
Basic Maintenance of OS, Office Suite, Drivers Update and Patch update on client machines	Inclusive		
Status of Annual Maintenance Service Provider	OEM Authorised Service Provider		
Major category of Assets	Compute		
District	NA		
Periodicity of Preventive Maintenance Services	Quarterly		
Make/Brand Of Assets	DELL		
Onsite Service Engineers Requirement	As Indicated in Bid Document		

कुल राशि (सूत्र) | Total Amount (Formula) :
(Cost per equipment per annum in(INR)*Quantity*Contract Period/365)

ऐडऑन के बिना कुल मूल्य | Total Value without Addons(INR) 1517537.1

कुल एडऑन मूल्य Total Addon Value(INR)	0
एडऑन सहित कुल मूल्य Total Value Including Addons(INR)	1645640.88
अनुबंध की राशि Amount of Contract	
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)	1517537.1
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 / Service Provider Agency (SPA) ● 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.</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 (PMS) on quarterly / monthly basis as per requirement of contract .Parts so replaced should be new and genuine OEM parts or as prescribed by OEM in their Service Manual</p> <p>A separate logbook should be maintained to record the preventive maintenance carried out for equipment. The AMC Vendor must submit the preventive maintenance report along with satisfactory service report from the user to designated authority of buyer for record and SLA compliance. 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 benchmarked 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>Buyer Obligations</p> <ol style="list-style-type: none"> 1. Buyer Department shall ensure that the Service Provider gets the required access to location/ operational areas/ rooms for providing the services as per installation of equipment. 2. This preferable that Buyer should mention the correct model numbers of equipment / spare parts cat part id etc to the service provider for more effective service rendering. 3. Buyer should also mention history of previous major break downs and repairs to the service provider for more clarity and for efficient execution of service contract. 4. Price Variation Clause: <p>"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> <p>Service Provider Obligations</p> <ol style="list-style-type: none"> 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 set by SPA at user premises by the service provider as per contractual requirement. Proper record of the complaints should be maintained by the SPA /Support Engineer at each consignee location / user premises.
4. The Service Provider should use suitable instruments / tools to examine and repair the equipment. 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.
6. The Service Provider must fulfil the requirement of number of preventive maintenance services if so required in the contract / e bid documents.
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.

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 may include preventive maintenance necessary for keeping the listed equipment active and free from any defects/disturbance and any unscheduled call for corrective and maintenance services.
- The user Departments shall indicate preferably the Equipment Name, Quantity, Location, , Brief Problem of Machine (if any), Make & Model to enable the service provider to plan the maintenance work more effectively .
- 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.
- Immediately on award of the service order, the service provider would give a report regarding taking over of the equipment in their charge for AMC purpose during the contract period.. It shall be the responsibility of the service provider to make the equipment work satisfactorily throughout the contract period. In case any equipment got damaged due to mishandling by the SPA , 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 faults , 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 primarily at the premises as specified in the work order, during office hours or some time beyond if situation demand . In case, the Service Provider feels that the equipment cannot be repaired at site, they may carryto their repairing centre and deliver the equipment back at their own cost and risk after repairing .
- In case the Service Provider fails in adhering to the maintenance requirements causing user to make an alternative arrangements for the servicing/maintenance, then Service Provider would reimburse the cost of such arrangements.
- The successful Service Provider, as per need and requirement of the Department, shall ensure appropriate deployment of the manpower.
- The parts/components/sub-assemblies used for repair/replacement by the service provider will be of the preferably of same make and with functional capability as originally available in the system or as per OEM guideline / OEM Maintenance Manual only . The SPA will make sure that all the hardware assets are in working conditions in users' premises.

Response Time

May be as per user requirement specified in bid document .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.

In case the system/device is not repaired, or an alternative system not supplied within the period of 48 hours from the time of failure reported, then the first party may choose to get the same repaired by or replaced from any other 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 99% uptime or as specified in bid for different segment and block period

For example ,in case of big DC of NIC etc an uptime of 99.9% for the complete system and 99.0% for any redundant part (annual basis) is required .

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

1. The payment will be made to AMC Service provider as indicated in bid document.
2. 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.
3. 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
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 local service provider / local technician and the amount so spent can be deducted from the bill of Service Provider / from his due amount.

- A penalty will be imposed in case of failure to meet the defined System Uptime.
- The cumulative penalty cannot exceed 10% of the contract value for that period. 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
				>2, 1% will be charged from the order	
1.	Log sheet Maintenance	Per Visit / per maintenance arising on call	NA		
2.	Delay in carrying out AMC as per schedule	On time as per time indicated In the bid	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

शुद्धिपत्र | Corrigendum

- तक बढ़ाया गया | Extended Upto : 2024-04-01 09:00:00

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

- Additional SOW if not readily covered in the Scope of Works incorporated in STC of Services :** These assets are installed in data centre at shastri park, New Delhi and warranty of these assets was valid till 22.07.2021.
- Other Information :** These assets are installed in data centre at shastri park, New Delhi and warranty of these assets was valid till 22.07.2021.
- Asset Details and its Distribution across the consignee /user locations :** [click here](#)

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

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

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	State Bank of India
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	3.00
बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा The bidder shall furnish ePBG as applicable as per bid's terms and conditions	

नियम और शर्तें | Terms and Conditions

1. General Terms and Conditions-

- This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 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 *Generic*

Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

2.3 *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.

2.4 *Service & Support:*

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

2.5 *Service & Support:*

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

2.6 *Buyer Added Bid Specific ATC:*

Buyer Added text based ATC clauses

(i) Bidder is required to submit the bid specific authorisation from the OEM.

(ii) An undertaking of non-black listing need to be submitted along with all requisite documents.

(iii) EMD and Performance Guarantee should be submitted by bidder in favour of 'PAO, Department of Rural Development ' payable at New Delhi.

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

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