

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687787201741

अनुबंध तिथि | Contract Generated Date : 11-Jun-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4682554](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्ररूप Type : Central Autonomous मंत्रालय Ministry : Ministry of Electronics and Information Technology विभाग Department : Department of Electronics and Information Technology संगठन का नाम Organisation Name : National Informatics Centre Services Incorporated (NICSI) कार्यालय क्षेत्र Office Zone: Hall No. 2 & 3, 6th Floor, Nbcc Tower-15, Bhikaji Cama Place, New Delhi-110066	पद Designation : HOD GeM Division संपर्क नंबर Contact No. : 011-22900529- ईमेल आईडी Email ID : gem1-nicsi@nicsi.nic.in जीएसटीआईएन GSTIN : 07AAACN2185J1ZE पता Address : 1st Floor, NBCC Tower, 15 Bhikaji Cama Place,, NEW DELHI, DELHI-110066, 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: MD वित्तीय अनुमोदन का पदनाम Designation of Financial Approval: FA	Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : GM ईमेल आईडी Email ID : gmjk-nicsi@nicsi.nic.in जीएसटीआईएन GSTIN : 07AAACN2185J1ZE पता Address: 6th Floor, Hall No. 2& No. 3, NBCC Tower, 15, NICSI Office, Bhikaji Cama Place, New Delhi - 110066, SOUTH DELHI, DELHI-110066, India

परिषेती विवरण Consignee Details		
क्र.सं. S.No	परिषेती नाम & पता Consignee Name & Address	सेवा विवरण Service Description
1	संपर्क Contact : - ईमेल आईडी Email ID : tiwary@nic.in जीएसटीआईएन GSTIN : 07AAACN2185J1ZE पता Address : (9717493860) DMRC IT park, Shastri park,, NORTH EAST DELHI, DELHI-110053, India	Hiring of Agency for IT Projects- Milestone basis

सेवा प्रदाता विवरण Service Provider Details
जेम विक्रेता आईडी GeM Seller ID : 86A8180000090364 कंपनी का नाम Company Name : CORPORATE INFOTECH PRIVATE LIMITED. संपर्क नंबर Contact No. : 09811154042 ईमेल आईडी Email ID : gera@cipl.org.in पता Address : A-16, Basement Jangpura extension,-, Delhi, DELHI-110014, - एमएसएमई पंजीकरण संख्या MSME Registration number : - जीएसटीआईएन GSTIN: 19AADCC0540R1ZE (B) , 29AADCC0540R1ZD (B) , 27AADCC0540R1ZH (B) , 08AADCC0540R1ZH (B) , 36AADCC0540R1ZI (B) , 09AADCC0540R1ZF (B) , 07AADCC0540R1ZJ (R) , 22AADCC0540R1ZR (B)

*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): 18-Jun-2024 सेवा समाप्ति तिथि | Service End Date : 17-Jun-2029

श्रेणी नाम | Category Name : Hiring of Agency for IT Projects- Milestone basis

बिलिंग चक्र Billing Cycle: quarterly			
विवरण Description		Quantity set to 1	Lumpsum Cost for the contract period in INR
Scope of Work	Selection of Managed Service Provider MSP for NIC GovDrive of Government of India	1	2417481106.53
Resources Needed	As specified in Scope of work		
Deployment of core team	hybrid(Buyer to specify model in scope of work)		
Deliverables / Timelines	As specified in Scope of work		
कुल राशि (सूत्र) Total Amount (Formula) : (Lumpsum Cost for the contract period in INR)			
ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)			2417481106.53
कुल ऐडऑन मूल्य Total Addon Value(INR)			0
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)			2417481106.53
कर द्विभाजन Tax Bifurcation			
		जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी) Input	जीएसटी उपकर पर आईटीसी 1 ITC on GST

विशिष्ट Particular	जीएसटी GST (18%)	जीएसटी उपकर 1 GST Cess 1 (0%)	Tax Credit (ITC) on GST (100%)	Cess 1 (0%)
Hiring of Agency for IT Projects- Milestone basis	368768304.39	0	368768304.39	0
अनुबंध की राशि Amount of Contract				
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)				2417481106.53
मूल्य विभाजन की पेशकश की Price Break up offered : प्राइज ब्रेक अप ऑफर किए गए दस्तावेज़ लिंक Price Break up offered Document link				
एसएलए विवरण SLA Details				
<p style="text-align: center;">SPECIAL TERMS AND CONDITIONS FOR HIRING OF AGENCY FOR IT PROJECTS – MILESTONE BASIS</p> <p>1. Preamble</p> <p>A. All contracts related to milestone-based hiring of Agencies for IT Projects 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.</p> <p>II. Service STC contained in this document</p> <p>III. BID / Reverse Auction specific ATC</p> <p>B. 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.</p> <p>C. This document represents the Special Terms and Conditions (STC) and the Service Level Agreement (SLA) governing the contract between the Government/Buyer and Agency/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> <p>2. Objectives and Goal</p> <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> <p>3. Stakeholders</p> <p>The main stakeholders associated with this agreement are:</p> <p>1. Buyer: The Buyer/ Client is responsible to provide clear instructions, approvals and timely payments for the services availed as per the contractual terms</p> <p>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 penalties in case of non-adherence to the defined terms and conditions.</p> <p>4. Service Scope</p> <p>This service "Hiring of Agency for IT Projects – Milestone based" may be availed for hiring a software development agency for undertaking a project related to development or maintenance of an IT solution.</p> <p>5. Terms and Conditions</p> <p>5.1 Buyer's Obligations</p> <p>(i) Any documentation/guidelines with respect to the scope of the project and necessary work permits to access buyers' premises are to be provided by buyer.</p> <p>(ii) The Officer-In-Charge nominated by buyer organization shall look after general supervision and direction of the work like development methodologies, use of open-source applications, etc as may be directed in the scope of work.</p> <p>(iii) The buyer is expected to share with service provider the details of stakeholders and facilitate meetings that may be required by the service provider to carry out the assigned work.</p> <p>(iv) In the absence of any Standard/ Specification/Code of practice for detailed specifications covering any part of the work covered in this tender, the instructions/directions of the Officer-in-charge will be binding on the Service Provider.</p> <p>5.2 Service Provider's Obligations</p> <p>(i) The Service Provider shall keep the Buyer updated about the deployment plan of resources onsite for the project.</p> <p>(ii) Adequate access control procedures should be defined to secure the entire IT system, physically and logically.</p> <p>(iii) The Service Provider must also ensure compliance with all the e-governance standards published by MeitY for e-Governance projects.</p> <p>(iv) Service provider must ensure all the changes/new developments are deployed on production after testing on UAT.</p> <p>(v) Service Provider must provide monthly/quarterly reports on bug fixing and SLA to the buyer.</p> <p>(vi) For the required maintenance activities, service provider must define the scheduled maintenance time and ensure that the required permissions are granted by the buyer.</p> <p>5.3 Standard Terms and Conditions</p> <p>(i) The Service Provider shall designate a Coordinator who will be responsible for maintaining regular contact with the Buyer Department to ensure that the best possible services of the people deployed are provided without interruption.</p> <p>(ii) Without the Authority's prior written consent, the Service Provider may not transfer, assign, pledge, or subcontract its rights and duties under this Agreement to any other agency or organization, regardless of name.</p> <p>(iii) The service provider shall carry out the design and development in their own environment or specified by the buyer for the development of website/mobile application.</p> <p>(iv) Service provider shall develop and maintain the staging/ test environment including hardware and other components at bidder's own environment for the complete contract period. The UAT shall be conducted over the same environment.</p> <p>(v) Any license procured as part of the project must be in the name of the Buyer.</p> <p>(vi) All the documentations related to the resources such as license, permissions should be valid throughout the contract.</p> <p>(vii) The Buyer or its agent shall have the right to inspect and/or test the services/Solution/Technology to confirm that they conform with the contract specifications at no additional</p>				

expense to the Buyer.

(viii) All websites/portals developed as part of scope of work must follow latest GIGW guidelines.

(ix) Service Provider shall ensure requisite support from the Cloud Service Provider/OEM for various aspects of project including configuration, customization, sizing, performance tuning and implementation support.

(x) Service Provider must provide the Buyer with a comprehensive exit management plan or transition plan.

(xi) Service Provider shall provide the performance warranty in respect of performance of the installed hardware and software to meet the performance requirements and service levels specified by Buyer.

(xii) Service Provider shall maintain data regarding entitlement for software upgrades, enhancements, refreshes, replacements and maintenance. The Service Provider shall also provide for software license management and control.

(xiii) Appropriate firewalls, IPS, SSL devices etc. should be used to ensure Network security. The solution should support SSL encryption mechanism for transferring data across network and between client and server.

(xiv) Adequate access control procedures should be defined to secure the entire IT system, physically and logically

(xv) The solution should have appropriate authentication mechanisms, like encryption of transactions, web application firewalls, CERT-In compliance, etc.

(xvi) Event logging should create an accurate record of user activity such as which users accessed which system, and for how long. The solution should log all types of events especially those related to security.

(xvii) The solution should support SSL encryption mechanism for transferring data across network. Provision should be made to ensure that data in any form should not be copied on to any external media without authorization. The data transferred across network should be encrypted using Public Key Infrastructure (PKI). Complete end point data protection should be provided at client site such that any type of data pilferage using unauthorized copying, storing and emailing could be prohibited. Access to all system resources including data files, devices, processes and audit files should be provided to the intended users only. All mobile applications should be designed and developed in a way that it ensures security of the application and data on the device.

(xviii) The system should limit to only one session per user or process ID. The system should put a limit on the maximum time length of an idle session, which should ensure that automatic session termination takes place after expiry of the specific time length.

(xix) The definition of all terms used in the bid, which are not explicitly defined in the bid document, may be interpreted as defined in MeitY's Model RFP for IT Implementation Agencies.

6. Payment Schedule

- (i) The Payment Procedure shall be in as specified in the General Terms and Conditions of GeM.
- (ii) Payment schedule to be as per payment terms specified in bid document.
- (iii) Payment will be inclusive of travelling charges for site, boarding and lodging expenses unless specified otherwise by buyer in ATC section.

7. SLAs, Penalties and Termination

S No.	SLA	Penalty (in %age of contract value)
1.	Delay in submission of deliverables(milestones) as per agreed timelines	Penalty equivalent to 1% of the contract value payable against the deliverable for every week of delay.
2.	Service Provider to ensure more than 99.5% availability of the system every month	0.5% of the contract value for every monthly non-compliance
3.	If cumulative penalties reach 10% of the contract value	Buyer may terminate the contract

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

1. Scope of Work : [click here](#)
2. Payment Terms : [click here](#)
3. Pre-Qualification Criteria : [click here](#)

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

1. Certificate (Requested in ATC) : [click here](#)
2. Documentary Evidence For Manpower Available On Payroll Of Service Provider As Per Bid Requirement : [click here](#)
3. Certificates To Be Uploaded As Mentioned In Bid Document : [click here](#)

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	ICICI
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

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

1. 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.
2. 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.

3. 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.
4. 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 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 Service & Support:

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

2.3 Service & Support:

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

2.4 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.

2.5 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

As per GFR 2017 Rule No. 170 - (iii), Bid Securing Declaration (Bid Specific) in lieu of EMD shall be submitted by the participant bidder on their organization letter head.

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

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