

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687732137157

अनुबंध तिथि | Contract Generated Date : 14-Jun-2024

संगठन विवरण   Organisation Details		खरीदार विवरण   Buyer Details
प्ररूप   Type :	Central Government	पद   Designation : ASSISTANT DIRECTOR II
मंत्रालय   Ministry :	Ministry of Water Resources River Development and Ganga Rejuvenation	संपर्क नंबर   Contact No. : -
विभाग   Department :	NA	ईमेल आईडी   Email ID : deepak.kr-cwc@nic.in
संगठन का नाम   Organisation Name :	Ganga Flood Control Commission (GFCC) Patna	जीएसटीआईएन   GSTIN : -
कार्यालय क्षेत्र   Office Zone:	Subordinate Office	पता   Address : 1st Floor, Ganga Bhawan, Amarnath Path, Adalatganj, PATNA, BIHAR-800001, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail		भुगतान प्राप्तिकरण विवरण   Paying Authority Details
आईएफडी सहमति   IFD Concurrence :	No	Role: BUYER
प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval:	Chairman, GFCC	भुगतान का तरीका   Payment Mode: Offline
वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval :	Chairman, GFCC	पद   Designation : ASSISTANT DIRECTOR II
		ईमेल आईडी   Email ID : deepak.kr-cwc@nic.in
		जीएसटीआईएन   GSTIN : -
		पता   Address: 1st Floor, Ganga Bhawan, Amarnath Path, Adalatganj, Patna, BIHAR-800001, India

परेषिती विवरण   Consignee Details		
क्र.सं.   S.No	परेषिती नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description
1	संपर्क   Contact : - ईमेल आईडी   Email ID : alok.kumar06@gov.in जीएसटीआईएन   GSTIN : - पता   Address : GFCC, 1st Floor, Ganga Bhawan, Amarnath Path, Adalatganj, Patna, Bihar, PATNA, BIHAR-800001, India	Annual Maintenance Service - Photocopier Machine - Photocopier Machines (Monochrome , Laser , Composite Cartridge, Lower range; Ricoh; Neither OEM nor ASP

सेवा प्रदाता विवरण   Service Provider Details	
जेम विक्रेता आईडी   GeM Seller ID :	411W240011993910
कंपनी का नाम   Company Name :	CLASSIC ENTERPRISES
संपर्क नंबर   Contact No. :	09931686271
ईमेल आईडी   Email ID :	CLASSICENTERPRISES1989@GMAIL.COM
पता   Address :	15A,ASHIANA TOWER,EXIBITION ROAD,PATNA, Patna, BIHAR-800001, -
एमएसएमई पंजीकरण संख्या   MSME Registration number :	-
जीएसटीआईएन   GSTIN:	10APBPA0485P2Z5 (R)

\*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Consignee

## सेवा विवरण | Service Details

सेवा प्रारंभ दिनांक (नवीनतम)   Service Start Date (latest by): 21-Jun-2024	सेवा समाप्ति तिथि   Service End Date : 20-Jun-2025
श्रेणी नाम   Category Name : Annual Maintenance Service - Photocopier Machine	
बिलिंग चक्र   Billing Cycle: quarterly	

Type Of Asset	विवरण   Description	Quantity	AMC charge per Photocopier Machine per annum
Make/Brand Of Assets	Photocopier Machines (Monochrome , Laser , Composite Cartridge, Lower range	1	16000
Status of Annual Maintenance Service Provider	Ricoh		

कुल राशि (सूत्र) | Total Amount (Formula) :  
(AMC charge per Photocopier Machine per annum\*Quantity\*Contract Period/365)

ऐडजॉन के बिना कुल मूल्य   Total Value without Addons(INR)	16000
कुल एडजॉन मूल्य   Total Addon Value(INR)	0
ऐडजॉन सहित कुल मूल्य   Total Value Including Addons(INR)	16000.00
अनुबंध की राशि   Amount of Contract	
सभी शुल्क और करों सहित कुल अनुबंध मूल्य   Total Contract Value Including All Duties and Taxes(INR)	16000

**PREAMBLE:** Comprehensive AMC contracts placed through GeM shall be governed by following set of Terms and Conditions:

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

Note:

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 supersedes over the GTC.a

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.

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

#### Agreement Overview

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.

#### Objective and Goals

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:

Provide clear reference to service ownership, accountability, roles and/or responsibilities.

Present a clear, concise and measurable description of service provision to the customer. Depict Terms and Conditions for all the involved stakeholders.

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 mentioned terms and conditions and have agreed to comply the same.

#### Stakeholders

Following are the stakeholders associated with this agreement:

- Annual Maintenance Service Provider
- Buyer / Consignee

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 .

#### Scope of the AMC Services

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.

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.

#### Comprehensive Annual Maintenance Contract Services for Photocopier

Comprehensive AMC includes all parts of the equipment. 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.

This would include (Depending upon the contract Duration / contractual obligation):

1. Preventive Maintenance Service (PMS) –Monthly / Quarterly as indicated in bid
2. Annual Maintenance Services (AMS)
3. Break Down Services/Repair (BDS)

#### Buyer Obligations

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 PCs 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 of the computer 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 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 .**

### **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	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	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

**Service Formula:**

AMC charge per Photocopier Machine per annum\*Quantity\*Contract Period/365

**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.