

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687731794118

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

<b>संगठन विवरण   Organisation Details</b>	<b>खरीदार विवरण   Buyer Details</b>
प्ररूप   Type : Central Government मंत्रालय   Ministry : Ministry of Labour and Employment विभाग   Department : NA संगठन का नाम   Organisation Name : N/A कार्यालय क्षेत्र   Office Zone: Directorate General Of Employment	पद   Designation : Under Secretary संपर्क नंबर   Contact No. : 011-23473357-2351 ईमेल आईडी   Email ID : barajesh.kumar@nic.in जीएसटीआईएन   GSTIN : 07DELD08493C1DM पता   Address : SHRAM SHAKTI BHAWAN, RAFI MARG, NEW DELHI, NEW DELHI, DELHI-110001, India

<b>वित्तीय स्वीकृति विवरण   Financial Approval Detail</b>	<b>भुगतान प्राधिकरण विवरण   Paying Authority Details</b>
आईएफडी सहमति   IFD Concurrence : Yes प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval: DDGE वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : DDGE	Role: DDO भुगतान का तरीका   Payment Mode: PFMS पद   Designation : DDO ईमेल आईडी   Email ID : madhumita.ghosh@nic.in जीएसटीआईएन   GSTIN : N पता   Address: Room No.327, SHRAM SHAKTI BHAWAN, RAFI MARG, NEW DELHI, DELHI-110001, India

<b>परोक्षी विवरण   Consignee Details</b>		
क्र.सं.   S.No	परोक्षी नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description
1	संपर्क   Contact : 011-23473357-2351 ईमेल आईडी   Email ID : barajesh.kumar@nic.in जीएसटीआईएन   GSTIN : 07DELD08493C1DM पता   Address : SHRAM SHAKTI BHAWAN, RAFI MARG, NEW DELHI, NEW DELHI, DELHI-110001, India	Annual Maintenance Service - Desktops, Laptops and Peripherals - Scanner; hp

<b>सेवा प्रदाता विवरण   Service Provider Details</b>	
जेम विक्रेता आईडी   GeM Seller ID : 8AFA18000090674 कंपनी का नाम   Company Name : INFOCREATIONS TECHNOLOGIES PRIVATE LIMITED संपर्क नंबर   Contact No. : 09891855350 ईमेल आईडी   Email ID : infocreations07@gmail.com पता   Address : GF,C250 PUL PEHLADPUR, Near Hero Honda Showroom New Delhi Delhi INDIA 110044,Pul Pehladpur, SOUTH DELHI, Delhi-110044, - एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-DL-08-0030621 एमएसई सामाजिक श्रेणी   MSE Social Category : General एमएसई लिंग श्रेणी   MSE Gender : Male जीएसटीआईएन   GSTIN: 07AACCI6166j1ZC (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): 28-Jun-2024 सेवा समाप्ति तिथि | Service End Date : 27-Jun-2025

श्रेणी नाम | Category Name : Annual Maintenance Service - Desktops, Laptops and Peripherals

बिलिंग चक्र | Billing Cycle: weekly

विवरण   Description	Number of each Asset for AMC	AMC Cost Per Asset Per Annum
Type of Asset	Scanner	7
Make/Brand of Assets	hp	
Status of Annual Maintenance Service Provider	Neither OEM nor ASP	
Number of technicians	0	
Number of Resident engineers	1	

कुल राशि (सूत्र) | Total Amount (Formula) :  
(AMC Cost Per Asset Per Annum\*Number of each Asset for AMC\*Contract Period/365)

एडऑन के बिना कुल मूल्य   Total Value without Addons(INR)	14000
कुल एडऑन मूल्य   Total Addon Value(INR)	0
एडऑन सहित कुल मूल्य   Total Value Including Addons(INR)	14000.00

अनुबंध की राशि | Amount of Contract

**एसएलए विवरण | SLA Details**

**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.

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 parts ( excluding consumables ) without any extra payments. The AMC Vendor shall carry out maintenance Services as per schedule indicated in bid document .If nothing indicated Preventive Maintenance Service (PMS) of equipments may 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 in user's location. Continuous efforts should be made by Service Provider Agency(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 . For maintenance services 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 Laptop / UPS etc**

Comprehensive AMC includes all spare parts of the equipment except battery of laptop and UPS 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.

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 not accept number on each of the systems being maintained by them. These should correspond to the number of equipments to be maintained in a contract.

1. The SPA would put asset number on each of the system being maintained by them. These should correspond to the number/s or equipments to be maintained in a separate register along with details of rooms/location where these assets are installed. 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 accomplishing 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 as per condition of bid/contract. Proper record of the complaints should be maintained by the AMC Vendor/Support Engineer at each consignee location / user premises. SPA should provide contact point and structure of escalation matrix to buyer/consignee at time of commencement of services.
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 compute devices 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 fulfill 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 the best price. 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 spare parts (except consumables) and maintenance will be provided by the service provider at no extra charge to the buyer. Except for out of scope items if any will be indicated by buyer at time of bid creation.

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 themselves to their designated workshop and for quick prompt/repair & deliver the functional equipment back to user at their own cost and risk after getting it repaired promptly.

In case the Service Provider fails meeting maintenance requirements in time, then Buyer may make its own alternative arrangements for the servicing/repair/maintenance of the equipment to avoid loss of productivity. Under such circumstances Service Provider would reimburse the cost of such arrangements incurred by the buyer/consignee. Alternatively buyer is free to deduct from scheduled payment of SPA.

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 may 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 should provide the structure of escalation matrix and call logging mechanism for prompt response and repair within stipulated time frame.

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

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.