

Contract



Contract No: GEMC-511687792835979

Generated Date: 08-Oct-2021

Bid/RA/PR No: [GEM/2021/B/1486805](#)

Organisation Details	Buyer Details
Type: Central Government Ministry: Ministry of Health and Family Welfare Department: Department of Health and Family Welfare Organisation: Central Drugs Standard Control Organization (CDSCO) Online Name: Application for Licensing Office Zone: Central Drugs Standard Control Organization Hq	Designation: Deputy Director Administration Contact No.: 011-23236971-311 Email ID: amitkumar.mol@nic.in GSTIN: 07DELO04128F1DD Address: FDA Bhawan Kotla Road Near Bal Bhawan ITO New Delhi, CENTRAL DELHI, DELHI-110002, India

Financial Approval Detail	Paying Authority Details
IFD Concurrence: Yes Designation of Administrative Approval: DCG(I) Designation of Financial Approval: Director(Admin)	Payment Mode: PFMS Designation: Section Officer HQ Email ID: dcsection@cdsco.nic.in GSTIN: - Address: FDA Bhawan Kotla Road Near Bal Bhawan ITO New Delhi, CENTRAL DELHI, DELHI-110002, India

Consignee Details

S.No	Consignee Name & Address	Service Description
1	Contact: 011-23236971-311 Email ID: amitkumar.mol@nic.in GSTIN: 07DELO04128F1DD Address: FDA Bhawan Kotla Road Near Bal Bhawan ITO New Delhi, CENTRAL DELHI, DELHI-110002, India	Annual Maintenance Service - Desktops, Laptops and Peripherals - Desktop PC; other Annual Maintenance Service - Desktops, Laptops and Peripherals - Multifunction Printer (Monochrome , Laser , Composite Cartridge, Mid range); other

Service Provider Details

GeM Seller ID:	86A818000090364
Company Name:	CORPORATE INFOTECH PRIVATE LIMITED.
Contact No.:	09811154042
Email ID:	gera@cipl.org.in
Address:	A-16, Basement Jangpura extension,-, Delhi, DELHI-110014, -
MSME verified:	Yes
MSME Registration number:	DL03E0000087
MSE Social Category:	General
MSE Gender:	Male
GSTIN:	19AADCC0540R1ZE , 29AADCC0540R1ZD , 27AADCC0540R1ZH , 08AADCC0540R1ZH , 36AADCC0540R1ZI , 09AADCC0540R1ZF , 07AADCC0540R1ZJ

*GST / Tax invoice to be raised in the name of - Buyer

Service Details

Contract Start Date :15-Oct-2021

Contract End Date :14-Oct-2022

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

Billing Cycle : quarterly

Description	Number of each Asset for AMC	(Unit Price) AMC Cost Per Asset Per Annum
Status of Annual Maintenance Service Provider :	Neither OEM nor ASP	380
Make/Brand of Assets :	other	
District :	NA	
Basic Maintenance of OS, Office Suite, Drivers Update and Patch update on client compute machines :	Inclusive	
Onsite Service Engineers Requirement :	As Indicated in Bid Document.	
Type of Asset :	Desktop PC	
Periodicity of Preventive Maintenance Services :	Quarterly	
Total Amount (Formula) :		910.000

Total Value without Addons :	345800
Total Addon Value	0
Total Value Including Addons	345800

Category Name : Annual Maintenance Service - Desktops, Laptops and Peripherals**Billing Cycle : quarterly**

Description	Number of each Asset for AMC	(Unit Price) AMC Cost Per Asset Per Annum
Status of Annual Maintenance Service Provider :	Neither OEM nor ASP	180
Make/Brand of Assets :	other	
District :	NA	
Basic Maintenance of OS, Office Suite, Drivers Update and Patch update on client compute machines :	Inclusive	
Onsite Service Engineers Requirement :	As Indicated in Bid Document.	
Type of Asset :	Multifunction Printer (Monochrome , Laser , Composite Cartridge, Mid range)	
Periodicity of Preventive Maintenance Services :	Quarterly	

Total Amount (Formula) :

(AMC Cost Per Asset Per Annum*Number of each Asset for AMC*Contract Period/365)

Total Value without Addons :	145800
Total Addon Value	0
Total Value Including Addons	145800

Amount of Contract

Total Contract Value Including All Duties and Taxes in INR	491600
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SLA Details - Annual Maintenance Service - Desktops, Laptops and Peripherals - Multifunction Printer (Monochrome , Laser , Composite Cartridge, Mid range); other**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 supersede 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-

reference to the service 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.

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/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 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 the best price .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 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 workshand for quick propmpt/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

Penalties for breach

Sl. No	Service Level Agreement	Base Line Performance		Lower Performance	
		1 Instance	2 Instance	1 Instance	2 Instance

>2, 1% will be charged from the order

1.	Log sheet Maintenance	Per Visit / per maintenance arising on call	NA
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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

Corrigendum

1. **Extended Upto** : 2021-10-01 15:00:00
2. **Extended Upto** : 2021-10-05 16:00:00

Additional Required Data/Document(s) : Buyer

1. **Other Information** : The Bidder should provide One Service Engineer on client Site

Additional Data/Document(s) : Seller

1. **Certificate (Requested in ATC)** [click here](#)
2. **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](#)
3. **Maf If Required In The Bid** [click here](#)

Terms and Conditions**1. General Terms and Conditions-**

1.1 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) as available on the GeM portal (unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

1.2 Terms of delivery: Free Delivery at Site including loading/unloading. In respect of items requiring installation and / or commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), and the cost of the same is also included in the Contract price.

1.2.1 Contracted goods should be delivered at the consignee or designated delivery location as per the working time of the buying organisation. Seller may get the same confirmed from consignee before scheduling delivery.

1.2.2 A copy of the contract should be available with the messenger / dispatching agency that delivers the Goods at consignee / delivery location (preferably pasted / attached outside the consignment / package) for easy reference and ease in delivery acceptance.

1.3 Delivery period: The Delivery Period/Time shall be essence of the Contract and delivery must be completed not later than such date(s). Any modification thereto shall be mutually agreed and incorporated in the Contract as per the provisions of the GTC.

1.4 Performance Security: If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller.

1.5 Taxes and Duties: Contract Prices are all inclusive i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. Break up of GST shall be indicated by the Seller while raising invoice / bill on GeM. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on this bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST has been charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.

1.6 Octroi Duty and / or other local taxes: Contract Prices are all inclusive hence no reimbursement over and above the contract price(s) shall be allowed to seller towards payment of local taxes (such as levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc).

4.7/ Limitation of Liability: The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.

1.8 Resolution of disputes: The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.

1.9 Liquidated Damages: If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract.

1.10 Financial Certificate:

1.10.1 The expenditure involved for this purpose has received the Sanction of the competent financial authority.

1.10.2 The funds are available under the proper head in the sanction budget allotment for the concern financial year.

1.10.3 I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.

1.11 The bidder should submit a self declaration to the effect in bidder's official letter head that their agency have not been black listed by any Agency whatsoever till date.

2. Additional Terms and conditions-

2.1 AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

2.2 Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

2.3 Duration of the service contract may be extended up to 6 months beyond the initial contract duration (subject to satisfactory performance and mutual consent).

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

2.5 ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

2.6 OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2.7 PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

2.8 Buyer Added text based ATC clauses

The Bid should be submitted with the following documents, failing which the tender shall be rejected:

1- Bidder should have a minimum of 5 years of experience in maintenance of IT hardware and software and rendering Facility Management Services.

2- Copy of Certificate of registration, incorporation, PAN and NSIC of the agency/ details of other firms under the same management etc.

3- The Company/firm should be an Authorized partner for GeM business of any two of the companies like Dell, HP, Cisco and Microsoft throughout the tenure of the contract.

4- Copy of annual turnover must be of more than 3 Crore in IT Services of last each three financial years.

5- Copy of income Tax/Service Tax filing for the last three years.

6- Customer Satisfactory Certificate issued by at least 03(three) Government Departments within last 3 (three) financial years

7- Bidder must submit an undertaking for technical evaluation that they will not pay less than Monthly minimum wages along with ESI, EPF etc. (employer contribution) prescribed by Delhi Government for skilled manpower.

8- The Firm should have minimum 20 service engineers in company pay roll for last 2 years.

9- The Firm should be having AMC in hand for at least 500 computers or more in single work order details of clients with numbers of computers be furnished.