

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687763957719

अनुबंध तिथि | Contract Generated Date : 22-May-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4801005](#)

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्ररूप   Type : Central Autonomous मंत्रालय   Ministry : Ministry of Education विभाग   Department : Department of School Education and Literacy संगठन का नाम   Organisation Name : KENDRIYA VIDYALAYA SANGATHAN कार्यालय क्षेत्र   Office Zone: Head Quarters, New Delhi	पद   Designation : Section Officer संपर्क नंबर   Contact No. : 011-26521841- ईमेल आईडी   Email ID : yatish.kumar86@kvs.gov.in जीएसटीआईएन   GSTIN : - पता   Address : KENDRIYA VIDYALAYA SANGATHAN HQ, 18 INSTITUTIONAL AREA, SHAHEED JEET SINGH MARG, NEW DELHI-110016, SOUTH DELHI, DELHI-110016, 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: Joint Commissioner (Admn-I) वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval: Joint Commissioner (Admn-I)	Role: PAO भुगतान का तरीका   Payment Mode: Internet Banking पद   Designation : JOINT COMMISSIONER Fin ईमेल आईडी   Email ID : jcfinkvs-mhrd@gov.in जीएसटीआईएन   GSTIN : - पता   Address: KENDRIYA VIDYALAYA SANGATHAN HQ, 18 INSTITUTIONAL AREA, SHAHEED JEET SINGH MARG, NEW DELHI-110016, SOUTH WEST DELHI, DELHI-110016, India

परेषिती विवरण   Consignee Details		
क्र.सं.   S.No	परेषिती नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description
1	संपर्क   Contact : 011-26521841- ईमेल आईडी   Email ID : yatish.kumar86@kvs.gov.in जीएसटीआईएन   GSTIN : - पता   Address : KENDRIYA VIDYALAYA SANGATHAN HQ, 18 INSTITUTIONAL AREA, SHAHEED JEET SINGH MARG, NEW DELHI-110016, SOUTH DELHI, DELHI-110016, India	Annual Maintenance service - EPABX System

सेवा प्रदाता विवरण   Service Provider Details	
जेम विक्रेता आईडी   GeM Seller ID : AE33180000102564 कंपनी का नाम   Company Name : SUN LINE COMMUNICATIONS SYSTEMS संपर्क नंबर   Contact No. : 09811320222 ईमेल आईडी   Email ID : rajbali76@yahoo.co.in पता   Address : DA-4,1ST, Floor,SHAKKARPUR, DELHI-92, DELHI-110092, - एमएसएमई सत्यापित   MSME verified : Yes एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-DL-02-0000683 एमएसई सामाजिक श्रेणी   MSE Social Category : NA एमएसई लिंग श्रेणी   MSE Gender : NA जीएसटीआईएन   GSTIN: 07aawfs5442a1z2 (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 तिथि (नवीनतम) | Service Start Date (latest by): 01-Jun-2024

सेवा समाप्ति तिथि | Service End Date : 31-May-2026

श्रेणी नाम | Category Name : Annual Maintenance service - EPABX System

बिलिंग चक्र   Billing Cycle: monthly		
विवरण   Description	Quantity	Cost per EPABX System per Annum
Frequency of Routine/Preventive Maintenance Service	monthly	
OTHER ASSETS which are integral part of the EPABX system and covered under the scope of the AMC service	EPABX system related network and LAN/cabling	
condition of Product ( AT THE TIME OF BIDDING)	Under Warranty and functional; Under AMC and function; Functional;	
Number of SIP Trunks (max)	NA	
Number of SIP Phones (max)	NA	
Zipcode	NA	
Number Phone/end point (Analogue Extensions /FXS) (max)	128	

District	NA	1	50000
Number of Digital Phone (max)	NA		
Number of Junction/FXO line (max)	8		
Brand/MAKE OF EPABX SYSTEM	AEGIS		
Type of AMC	Comprehensive		
VINTAGE of the EPABX System	3 to 5 years		
Technology/Architecture of EPABX system	Hybrid ( Microprocessor based also supporting SIP extension )		
Amc for	PABX System - EPABX (V2)		

कुल राशि (रुद्र) | Total Amount (Formula) :  
(Cost per EPABX System per Annum\*Quantity\*Contract Period/365)

ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)	100000
कुल ऐडऑन मूल्य   Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)	100000

#### अनुबंध की राशि | Amount of Contract

सभी शुल्क और करों सहित कुल अनुबंध मूल्य   Total Contract Value Including All Duties and Taxes(INR)	100000
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#### एसएलए विवरण | SLA Details

### SPECIAL TERMS AND CONDITIONS (STC) FOR ANNUAL MAINTENANCE CONTRACT- AMC SERVICE OF EPABX- SYSTEM

#### 1. Preamble

All Annual Maintenance Contract (AMC) of EPABX - SYSTEM placed through GeM shall be governed by the following set of Terms and Conditions:

- (i) General terms and conditions for Goods and Services;
- (ii) The Special Terms and Conditions (STC) in this document;
- (iii) Product Specific STC of EPABX - SYSTEM as defined in Service Catalogue of the product which includes SLA for the Service for that particular product;
- (iv) BID / Reverse Auction specific ATC.

- The above terms and conditions are in reverse order of precedence i.e. ATC supersedes STC which supersede GTC, in case of any conflicting provisions.
- The above set of conditions along with the Scope of supply including price as enumerated in the Contract Document shall be construed to be part and parcel of the contract.
- This document represents a Service Level Agreement ("SLA") governing the contract between the Buyer and Service Provider (SP). The purpose of this document is to outline the scope of work, Stakeholder's obligation and terms and conditions of all the services covered as mutually understood and agreed by the stakeholders.

#### 2. Stakeholders

The 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. This document also encompasses payment terms and penalties in case of non-adherence to the defined terms and conditions by the stakeholders . It is assumed that all the stakeholders have read and understood the same before signing this SLA/ STC.

#### 3. 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 Service Provider shall carry out preventive maintenance Services (PMS) on quarterly / monthly basis as indicated in bid document and shall plan, as per schedule of quantities, such that maintenance is carried out at users/consignee location for all equipment at least once in once in a month / three months as needed by the buyer. If nothing indicated PMS will be done once in at three months during currency of the contract. A separate logbook should be maintained to record the preventive maintenance carried out for equipment. The AMC Service Provider 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 and 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 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. Comprehensive AMC includes all parts of the equipment except battery of endpoint/phone 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)

Note : Buyer may use GeM portal to meet requirement of battery replacement as and when need arise.

#### **4. BUYER OBLIGATIONS:**

**4.1 Buyer should mention the correct model numbers of equipment / spare parts cat part id etc to the service provider for effective service rendering.** The details shall include the EPABX - SYSTEM and OTHER ASSETS covered under the scope of The AMC service as integral part of the EPABX System .

4.2 Buyer shall nominate a Nodal officer/engineer in-charge from its organization to coordinate with Service Provider to facilitate proper co-ordination.

4.3 Buyer Department shall ensure that the Service Provider or its authorized personnel gets the required access to location/areas/rooms for providing the services as per contract.

4.4 The buyer specific instructions including specific activities/ work requirements related to the AMC of EPABX - SYSTEM shall be provided by the Buyer with approval of competent Authority at the time of bidding.

4.5 If needed complete layout of the site/location/building where EPABX - SYSTEMs are located/installed may be provided by the Buyer to Service Provider after placement of the contract to the successful bidder.

4.6 Buyer shall make the payments on time as per the agreed time lines to the Service Provider.

#### 4.7 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."

#### **5. Service Provider Obligations:**

5.1. The Firm 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 SP (service provider / firm) will have to make changes in record accordingly. Designated nodal officer would assist the SP in this task and ensure this to be done under his supervision.

5.2. 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.

5.3. 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 Proper record of the complaints should be maintained by the AMC Service Provider /Support Engineer at each consignee location / user premises.

5.4. The Service Provider should use suitable instruments / tools to examine and repair the equipment. The AMC Service Provider 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/ software and updating of drivers etc.

5.5. 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.

5.6. The Service Provider must fulfill the requirement of number of preventive maintenance services mention in the contract / e bid documents.

5.7. 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.

## **6. Special Terms and Conditions :**

6.1 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.

6.2 The comprehensive maintenance includes preventive maintenance monthly / quarterly 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.

6.3 The user Departments shall indicate preferably the Equipment Name, Quantity, Location, Invoice Date, Brief Problem of Machine (if any), make & model to enable the service provider to prepare the maintenance work.

6.4 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.

6.5 Immediately on award of the service order, the service provider would give a report regarding taking over of the equipment. 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.

6.7 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

6.8 The annual maintenance shall be carried out primarily at the premises as specified in the work order, during office hours. 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 to get it repaired promptly.

6.9 In case the Service Provider fails in adhering to the daily maintenance requirements, and Buyer must make alternative arrangements for the servicing/maintenance, then Service Provider would reimburse the cost of such arrangements.

6.10 The successful Service Provider, as per need and requirement of the Department, shall ensure appropriate deployment of the manpower.

6.11 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.

6.12 Preventive periodic maintenance report from the SP should be submitted to the nodal officer without fail.

6.13 Periodic/ Routine Maintenance shall be as per industry standard/ Maintenance manual of the EPABX - SYSTEMs. The parts/components/sub-assemblies used for repair/replacement by the Service Provider will be of the same make and functional capability as originally available in the system.

6.14 In case of delay in attending to problems, breakdown of EPABX - SYSTEMs due to improper handling by the Service Provider's personnel then penalties for violation of Service Level Agreement shall be levied as indicated in the Penalty Clauses.

6.15 After carrying out repair when required certificate regarding equipment working condition should be obtained from concerned Buyer/ Nodal Officer.

6.16 Service provider shall provide minimum warranty of 12 months for the replaced part from date of such replacement /repair.

6.17 The Service Provider will make sure that all the hardware assets are in working conditions in users' premises. The Service Provider shall provide service support as and when required during the AMC period without any extra cost.

## **7. Response Time:**

In case , no part is replaced, then such complaint must be attended within 4 hours of lodging of such complaint. However, in case of requirement of change of spare part, then complaint should be resolved within 48 hours of lodging. Majority of faults should be rectified in the first response itself. However, maximum period allowed for rectification shall be 48 hours.

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 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.

## **8. 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 95% uptime**

## **9. Payment Terms:**

- a. The AMC contract is based on Unit rate per EPABX system per Annum (in Rs.)
- b. The payment will be made to AMC Service provider as indicated in bid document. If bid document is silent then Payment will be made on quarterly basis (if the services are satisfactory) on submission of invoice/ bill by the Service Provider on completion of each quarter after deducting penalty amount, if any.
- c. 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.

## **10. Penalties and Termination:**

The Service Provider shall be responsible for faithful compliance of the terms and conditions of this AMC. In case of noncompliance of Service obligations, penalty per default will be imposed as per SLA. Non delivery of service in time, not starting work in time, violation of existing laws and statutory requirements, committing fraud, etc. will be considered as a major default and the contract will be liable to be terminated immediately without giving any further notice.

Service Provider shall have the right to terminate the contract if the Buyer fails to make the payment on time i.e. payments to be made for the previous quarter before the due of next quarter.

Penalty to be imposed if the resolution / maintenance involving part replacement is delayed above 48 hours.

If the Service Provider is not able to complete or turn up for the calls, then Buyer can avail the services from any other local service provider / local technician and the amount so incurred in such repair or replacement can be deducted from the bill of Service Provider / from his due amount.

The cumulative penalty cannot exceed 10% of the contract value for that period. The AMC may be terminated by the Buyer once this limit is breached without any prejudice to other contractual remedy, if any.

## **Penalties**

<b>Sl. No</b>	<b>Service Agreement</b>	<b>Level</b>	<b>Base Performance</b>	<b>Line</b>	<b>First default</b>	<b>Second default</b>	<b>Third default and subsequent defaults</b>
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1	Delay in starting the AMC Services	AMC services to start within maximum 2 weeks from award of the contract	Termination of contract		
2	Log sheet Maintenance	Log sheet to be maintained Per Visit / per maintenance arising on call	Warning to be given	0.5% will be charged from the order	1% will be charged from the order
3	Delay in carrying out Preventive/Routine maintenance as per schedule	To be carried out within 48 hours when due.	0.5 % of billed amount for every day delay	0.5 % of billed amount for every day delay	0.5 % of billed amount for every day delay
4	Delay in carrying out repairs where no spare part change is involved	4 hours of reporting	1 % of billing amount for the quarter for every one day delay	2% of billing amount for quarter for every one day delay	3% of billing amount per quarter for every one day delay
5	Delay in carrying out repair in where change of spare part is involved	should be resolved within 48 days of lodging of complaint	2 % of billing amount for the quarter for every one day delay	3 % of billing amount for quarter for every one day delay	5 % of billing amount per quarter for every one day delay
6	Non provision of proper identity card to resources employed by service provider or non display of identity card	Should be provided	Rs 500	Rs 750	Rs 1000 for 3 <sup>rd</sup> and subsequent default
7	If the employee of service provider is found to have misconduct or misbehaved in any manner or resort to any violent behaviour etc with or employees of buyer organisation or other employees of service provider	No such occasion should happen	Rs 1000 and resource to be terminated in addition to any other action as deemed fit by buyer organization	Rs2500 and resource to be terminated in addition to any other action as deemed fit by buyer organization	Rs5000 and resource to be terminated in addition to any other action as deemed fit by buyer organization

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

1. details of OTHER ASSETS : [click here](#)

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

1. Certificate (Requested in ATC) : [click here](#)

### ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक   Advisory Bank :	NA
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%):	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

#### 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 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document [Click here to view the file](#).

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

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