

Contract



Contract No: GEMC-511687789762243

Generated Date: 19-Oct-2021

Bid/RA/PR No: [GEM/2021/B/1524317](#)

Organisation Details		Buyer Details	
Type:	Central PSU	Designation:	MGR
Ministry:	Ministry of Defence	Contact No.:	040-23456176-
Department:	Department of Defence Production	Email ID:	bdlcorpcomm@nic.in
Organisation Name:	Bharat Dynamics Limited	GSTIN:	36AAACB7880N1Z5
Office Zone:	BHARAT DYNAMICS LIMITED HYDERABAD	Address:	FINANCIAL DISTRICT GACHIBOWLI, HYDERABAD, TELANGANA-500032, India

Financial Approval Detail		Paying Authority Details	
IFD Concurrence:	No	Payment Mode:	Offline
Designation of Administrative Approval:	AGM	Designation:	DGM KBU FIN
Designation of Financial Approval:	AGM	Email ID:	cprd.bdl@nic.in
		GSTIN:	36AAACB7880N1Z5
		Address:	KANCHANBAGH HYDERABAD, Hyderabad, TELANGANA-500058, India
		Payment Timelines:	Payments shall be made to the seller within 30 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10-days time as provided in clause 12 of GeM GTC)

Consignee Details		
S.No	Consignee Name & Address	Service Description
1	Contact: 040-23456140- Email ID: bdlcorpcomm@nic.in GSTIN: - Address: FINANCIAL DISTRICT GACHIBOWLI, HYDERABAD, TELANGANA-500032, India	Cloud based Video Conferencing Service - 100; Yes; Yes

Service Provider Details	
GeM Seller ID:	CBBA180000536007
Company Name:	CONNECTIVITY IT SOLUTIONS PRIVATE LIMITED
Contact No.:	09844444524
Email ID:	murthy@connectivitysolutions.in
Address:	No.1877, 3rd Floor,Gangothri,31st Cross, 10th Main,Banashankari 2nd Stage, Bangalore, KARNATAKA-560070, -
MSME verified:	Yes
MSME Registration number:	KR03D0013303
MSE Social Category:	General
GSTIN:	29AAGCC1283L1ZC

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

Service Details		
Contract Start Date : 26-Oct-2021		
Contract End Date : 25-Oct-2022		
Category Name : Cloud based Video Conferencing Service		
Billing Cycle : yearly		
Description		(Unit Price) Rate per Host Licence
Zipcode :	NA	2 17564.000
District :	NA	
Number of Attendees in a Single Conference :	100	
PSTN Local Numbers Availability Across Globe :	Yes	
Support for H323 and SIP Participants :	Yes	
Total Amount (Formula) :		
(Rate per Host Licence*Number of Host Licenses Required*Contract Period/365)		
Total Value without Addons :		35128
Add On Description		
Dialing Strings		

(Per Unit Price)	1
Addon Value (Addon Price)	1
Total Addon Value	2
Total Value Including Addons	35130

Amount of Contract	
Total Contract Value Including All Duties and Taxes in INR	35130
SLA Details - Cloud based Video Conferencing Service - 100; Yes; Yes	

Service Level Agreement of Video Conference as SaaS Service

PREAMBLE

All Video Conference as SaaS Service contracts placed through GeM shall be governed by following set of Terms and Conditions:

- (i) General terms and conditions for Goods and Services;**
- (ii) Service STC**
- (iii) Service Specific STC as defined in Service Catalogue which includes SLA for the Service or Service for a particular product;**
- (iv) BID / Reverse Auction specific ATC**
 - A. Operation of the above terms and conditions are in reverse order of precedence i.e. ATC supplement Service STC, Service Specific STC and GTC, however Service Specific STC prevails or supersedes over the GTC.**
 - B. 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.**

1. 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

1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the Buyer and the Service Provider. The purpose of this agreement is to facilitate Video Conference as a SaaS Service in compliance to the selected criterion for the service chosen by the concerned Buyer at GeM Portal. This Agreement outlines the scope of work, Stakeholder's obligation and general terms and conditions of all services covered as they are mutually understood by the stakeholders.

2. 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 service to Buyer by service provider.

The goals of this Agreement are to:

3. Stakeholders

The main stakeholders associated with this SLA are: Service Provider and Buyer.

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.

4. Service Agreement

Service Scope :The scope of Video Conferencing as SAAS, is to initiate and establish live video conference between two or more participants at different sites by using computer networks to transmit audio and video data. Each participant has a video camera, microphone, and speakers mounted on his or her computer / endpoints terminals. As the two participants speak to one another, their voices are carried over the network and delivered to the other's speakers, and whatever images appear in front of the video camera appear in a window on the other participant's monitor.

Multipoint videoconferencing allows three or more participants to sit in a virtual conference room and communicate as if they were sitting right next to each other on conference / meeting table.

The feature of VC as a Service:

- 1. Video Conferencing as a Service, VC SaaS.
- 1. Facility for Registered users Creation as per requirement;
- 1. Recording of VC Sessions .
- 1. Support service to ensure stable operation of VC as SaaS
- 1. Video & Tele - Conference System for multi-way calling
- 1. Multipoint Calling Interface:

The Service deliverables shall also include, but not necessarily limited to the following specifications:

S.No.Parameters

- 1 Type of Collaboration Service
- 2 Users can self schedule Meetings, connect, receive dial in, without the involvement of the OEM
- 3 support for Number of H.323 / SIP based room endpoints
- 4 Video Resolution
- 5 Content Resolution
- 6 Minimum Bandwidth Required for Desktop / Mobile user
- 7 support for public and private chat
- 8 support for whiteboarding
- 9 support for Annotation
- 10 support for Hand raise
- 11 support for Remote desktop control
- 12 ability to Display number of participants in a call
- 13 Ability to Audio mute all, individual participants
- 14 Ability to disconnect all or individual participants
- 15 Ability to lock / unlock / Do not disturb meeting
- 16 Ability to create 14 day free trial with all functionalities for unlimited use on OEM website
- 17 Support for Computer audio VOIP
- 18 Support for AES 128 / srtp encryption
- 19 PSTN Local numbers availability in India
- 20 PSTN Local numbers availability across Globe
- 21 Automatic Software updates
- 22 OEM Telephonic Support (24x7x365 with 99.9% uptime)
- 23 Dialling direction
- 24 Layout must support Voice activated and CP, mention number of participants visible
- 25 sending meeting schedule via email communication
- 26 User authentication capability via username / email and password

- 27 a user should be able to connect from Intranet and internet
- 28 All equipments are in compliance with the requirements of ITU-T Standard related to Video Conferencing (H323 / SIP Endpoints)

5. Buyer's Obligations

1. Service Provider Obligations

- 1. The Service Provider is obliged to work closely with Buyer's staff, act within its own authority and abide by directives / instructions issued by Buyer from time to time. The Service Provider will abide by the job safety measures prevalent in India and will free Buyer from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Service Provider's negligence. The Service Provider will pay all indemnities arising there from and will not hold Buyer responsible or obligated.
- 1. The Service Provider would be required to install and implement the requisite support and information technology infrastructure (as per requirement) to enable the Buyer to meet the operational objectives. It will be the Service Provider's responsibility to ensure the proper and successful implementation and continued operation of the system.
- 1. In addition to the aforementioned, the Service Provider shall perform the Services at various locations specified by the Buyer and establish the necessary infrastructure, including but limited to setting up of the necessary facilities, communication and computing equipment, service delivery mechanism by qualified personnel and any other infrastructure as may be necessary for the above-mentioned purposes and other services as specified in the tender and changes thereof.
- 1. The Service Provider is responsible for managing the activities of its personnel and / or personnel working pursuant to its instructions and will hold itself responsible for any misdemeanours.
- 1. The Service Provider shall not transfer or assign or sublet any part of the service once agreed or any share or interest here in any manner or degree directly or indirectly to any person, firm or corporation whatsoever.
- 1. Service Provider shall deliver all the equipment if so required to establish the services at intended site within stipulated time in contract from the date of acceptance of purchase order and commission within 2 weeks thereafter. Service Provider shall install and commission all the client end equipment and operationalize the solution which includes:-
 - 1. Testing of VC as service with central location.
 - 1. Operational Training to the client.
 - 1. The Service Provider and its personnel shall not carry any written material, layout, diagrams, floppy diskettes, hard disk, storage tapes or any other media out of Buyer's premise without written permission from the Buyer.
 - 1. The Service Provider personnel shall follow Buyer's information security policy and instructions in this behalf.
 - 1. Service Provider acknowledges that Buyer's business data and other Buyer proprietary information or materials, whether developed by Buyer or being used by Buyer pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to Buyer; and Service Provider agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Service Provider to protect its own proprietary information. Service Provider recognizes that the goodwill of Buyer depends, among other things, upon Service Provider keeping such proprietary information confidential and that unauthorized disclosure of the same by Service Provider could damage Buyer. By reason of Service Provider's duties and obligations hereunder, Service Provider may come into possession of such proprietary information, even though Service Provider does not take any direct part in or furnish the Services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the Services required by this Contract. Service Provider shall use such information only for the purpose of performing the Services.
 - 1. Service Provider shall, upon termination of this Contract for any reason, or upon demand by Buyer, whichever is earliest, return any and all information provided to Service Provider by Buyer, including any copies or reproductions, both hardcopy and electronic.
 - 1. Service Provider shall comply with the provision of all laws including labor and industrial laws, rules, regulations and notifications issued there under from time to time. All safety and labor and industrial laws enforced by statutory agencies and by Buyer shall be applicable in the performance of this Contract and Service Provider shall abide by these laws. The Service Provider shall indemnify and keep indemnified and hold harmless the Buyer for any loss, damage, claims, costs, charges, expenses, etc. arising out of and/or suffered on account of actions, litigations, proceedings, suits, arising out of breach of the above laws.
 - 1. Service Provider shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions.
 - 1. The Service Provider shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.
 - 1. Service Provider shall also adhere to all security requirement/regulations of the Buyer during the execution of the work.
 - 1. Service Provider shall monitor progress of all the activities specified in the program of works.
 - 1. If at any time it should appear to the Buyer that the actual progress of work does not conform to the approved program the Service Provider shall produce at the request of the Buyer a revised program showing the modification to the approved program necessary to ensure completion of the works within the time for completion.
 - 1. In case during execution of works/Services the progress falls behind schedule then the Service Provider should notify the Buyer in writing about the same with proper causes for the delay and recovery procedures mentioned.

7. Special Terms and Conditions

- 1. The copyrights will be with the Buyer Department if the contents have been prepared and provided by the Buyer Department.

2. The Service Provider shall ensure that while it uses any software, hardware, processes or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Service Provider shall keep the Buyer indemnified against all costs, charges, expenses, liabilities, claims, damages, litigations, suits, judgments and/or otherwise howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Service Provider or any sub - Service Provider during the course of performance of the Services.

3 . For Govt organizations and their users, privacy is a fundamental concern. Online collaboration must provide multiple levels of security, from scheduling meetings to authenticating participants to sharing content.

4 . Administrator should be able to manage and enforce privacy policies for host and presenter privileges. For example, an authorized administrator can customize session configurations to disable a presenter's ability to share applications or to transfer files on a per-site or a per-user basis.

5 . Unless organization has a specific business need to display meeting titles and information publicly, all meetings should be marked as unlisted through utility inbuilt in the panel.

6 . Get locked out an account after a configurable number of failed login attempts. Automatically unlock a locked-out account after a specified time interval. Deactivate accounts after a defined period of inactivity. Require a user to change password at next login . Lock or unlock a user account Activate or deactivate a user account

8. Payment Schedule

9. Penalties and Termination

The maximum cumulative penalty on all the occasions put together shall not exceed 10% of the contract value and exceeding the limit is liable for cancellation of the contract.

Sr. No.	Events	Status	Penalties
1.	<ul style="list-style-type: none"> Uptime: 99.5% on monthly basis for all locations; There should not be a down - time for more than one hour for the services/ solution in any calendar day; The problem at other locations i.e. branch / offices should be rectified within 4 hours of reporting. The reporting may be through any mode of communication. If the problem persists for more than 4 hours at a stretch in a calendar day 	Very Critical	<ul style="list-style-type: none"> Default on any one or more of count will attract penalty of 0.5% of < billing cycle payment > on fall of every 0.25% below 99.5%.. 0.5% of < billing cycle payment > on fall of every down time up to four hours 0.5% of < billing cycle payment > if issue not rectified within four hours . If problem persist for more than four hours in calendar day and total of more than 45 hours in a month then contract is liable for cancellation if so desired by the user
2.	Security Breach	Very Critical	10% of the Contract Amount or termination as deemed fit by the Buyer Department along with Legal Action
3.	Data Loss	Very Critical	1% of the bill amount per incident
4.	Cumulative Penalty	Very Critical	Cannot exceed 10% of the contract value after which the contract is liable for cancellation if so desired by the buyer.

Additional Data/Document(s) : Seller

1. Certificate (Requested in ATC) [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).

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

2.2 Buyer Added text based ATC clausesBidder should comply attached terms and conditions

2.3 Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

2.4

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

a. Copy of PAN Card.

b. Copy of GSTIN.

c. Copy of Cancelled Cheque.

d. Copy of EFT Mandate duly certified by Bank.

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

2.6 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.

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

2.8

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- (i) Inhibit the desires and designed function of the equipment.**
- (ii) Cause physical damage to the user or equipment during the exploitation.**
- (iii) Tap information resident or transient in the equipment/network.**

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

2.9 Upload Manufacturer authorization: Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

2.10 Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.**
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.**
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.**
- iv) The Seller becomes bankrupt or goes into liquidation.**
- v) The Seller makes a general assignment for the benefit of creditors.**
- vi) A receiver is appointed for any substantial property owned by the Seller.**
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.**

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