

Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687732674719

Contract Generated Date | अनुबंध तिथि: 13-Dec-2023

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2023/B/4259450](#)

Organisation Details संगठन विवरण		Buyer Details खरीदार विवरण	
Type प्ररूप :	Central PSU	Designation पद :	MGR
Ministry मंत्रालय :	Ministry of Defence	Contact No. संपर्क नंबर :	040-23456176-
Department विभाग :	Department of Defence Production	Email ID ईमेल आईडी :	bdlcorpcomm@nic.in
Organisation Name संगठन का नाम :	Bharat Dynamics Limited	GSTIN जीएसटीआईएन :	36AAACB7880N1Z5
Office Zone कार्यालय क्षेत्र :	BHARAT DYNAMICS LIMITED HYDERABAD	Address पता :	FINANCIAL DISTRICT GACHIBOWLI, HYDERABAD, TELANGANA-500032, India
Financial Approval Detail वित्तीय स्वीकृति विवरण		Paying Authority Details भुगतान प्राधिकरण विवरण	
IFD Concurrence आईएफडी सहमति :	No	Role:	PAO
Designation of Administrative Approval प्रशासनिक अनुमोदन का पदनाम:	D (P)	Payment Mode भुगतान का तरीका:	Offline
Designation of Financial Approval वित्तीय अनुमोदन का पदनाम :	D (F)	Designation पद :	DGM KBU FIN
		Email ID ईमेल आईडी :	cprd.bdl@nic.in
		GSTIN जीएसटीआईएन :	36AAACB7880N1Z5
		Address पता:	KANCHANBAGH HYDERABAD, Hyderabad, TELANGANA-500058, India
			Payments shall be made to the seller within 30 days of issue
		Payment Timelines भुगतान समयसीमा:	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 परेषिती विवरण			
S.No क्र.सं.	Consignee Name & Address परेषिती नाम & पता	Service Description सेवा विवरण	
1	Contact संपर्क : 040-23456140- Email ID ईमेल आईडी : bdlvd-ap@nic.in GSTIN जीएसटीआईएन : - Address पता : FINANCIAL DISTRICT GACHIBOWLI, HYDERABAD, TELANGANA-500032, India	Cloud-based video conferencing Services 2.0 - 1000; Yes; Yes; 100; IP Address, URL	
Service Provider Details सेवा प्रदाता विवरण			
GeM Seller ID जेम विक्रेता आईडी :	CBBA180000536007		
Company Name कंपनी का नाम :	CONNECTIVITY IT SOLUTIONS PRIVATE LIMITED		
Contact No. संपर्क नंबर :	09844444524		
Email ID ईमेल आईडी :	murthy@connectivitysolutions.in		
Address पता :	No.1877, 3rd Floor, Gangotri, 31st Cross, 10th Main, Banashankari 2nd Stage, Bangalore, KARNATAKA-560070, -		
MSME Registration number एमएसएमई पंजीकरण संख्या :	UDYAM-KR-03-0013704		
MSE Social Category एमएसई सामाजिक श्रेणी :	General		
MSE Gender एमएसई लिंग श्रेणी :	Male		
GSTIN जीएसटीआईएन:	29AAGCC1283L1ZC		
*GST / Tax invoice to be raised in the name of जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा - Buyer			
Service Details सेवा विवरण			
Service Start Date (latest by) सेवा प्रारंभ दिनांक (नवीनतम) : 20-Dec-2023		Service End Date सेवा समाप्ति तिथि : 19-Dec-2025	
Category Name श्रेणी नाम : Cloud-based video conferencing Services 2.0			
Billing Cycle बिलिंग चक्र : yearly			
Description विवरण		No. of Host licenses required	Rate per Host License per annum
Dialing Strings	IP Address, URL	2	18730
PSTN local numbers availability required across globe	Yes		
Maximum number of attendees in a conference	1000		
Support for H323 and SIP Participants	Yes		
Maximum number of users to join on PSTN	100		
Storage needed for recording (in GB)	1		
Total Amount (Formula) कुल राशि (सूत्र) : (Rate per Host License per annum*No. of Host licenses required*(Contract Period/3 65))			
Total Value without Addons ऐडऑन के बिना कुल मूल्य (INR)			74920
Add On Description विवरण जोड़ें			

Type of Recording Storage needed (Per Unit Price)				1
Addon Value एडऑन मूल्य (Addon Price*Storage needed for recording (in GB)*Contract Period/365)				2
Total Addon Value कुल एडऑन मूल्य (INR)				2
Total Value Including Addons एडऑन सहित कुल मूल्य (INR)				74922
Tax Bifurcation कर द्विभाजन				
Particular विधि	GST जीएसटी (18%)	GST Cess 1 जीएसटी उपकर 1 (0%)	Input Tax Credit (ITC) on GST जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी) (100%)	ITC on GST Cess 1 जीएसटी उपकर पर आईटीसी 1 (0%)
Cloud-based video conferencing Services 2.0	11428.78	0	11428.78	0
Amount of Contract अनुबंध की राशि				
Total Contract Value Including All Duties and Taxes सभी शुल्क और करों सहित कुल अनुबंध मूल्य (INR)				74922
SLA Details एसएलए विवरण				
SERVICE STC SPECIAL TERMS AND CONDITIONS FOR Cloud Based Video Conferencing Service 1. Preamble 2. All contracts related to Cloud Based Video Conferencing Service placed through GeM shall be governed by the following set of Terms and Conditions: 3. General terms and conditions for Goods and Services. II. Service STC contained in this document III. BID / Reverse Auction specific ATC 4. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede Service specific STC which shall supersede GTC, whenever there are any conflicting provisions. 5. This document represents the Special Terms and Conditions (STC) and the Service Level Agreement (SLA) governing the contract between the Government/Buyer and Agency/Service Provider. The purpose of this document is to outline the scope of work, stakeholders' obligations and terms and conditions of all services covered as mutually understood by the stakeholders. 6. Objectives and Goal The objective of this document is to ensure that all the special terms and conditions are in place to ensure consistent delivery of services to the buyer by the service provider. The goal of this document is to: ● Provide clear reference to service ownership, accountability, roles and responsibilities of both parties ● Present a clear, concise and measurable description of services offered to the buyer ● Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified ● To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons This document will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same. 3. Stakeholders The main stakeholders associated with this agreement are: 1. Buyer: The Buyer/ Client is responsible to provide clear instructions, approvals and timely payments for the services availed as per the contractual terms 2. Service Provider: The service provider is responsible to provide all the required services in timely manner and to the satisfaction of buyer or its authorized representative. The service provider may also include seller, supplier/bidder/contractor, any authorized agents, permitted assignees, successors, and nominees as per the context and as described in the document. 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. 4. Service Scope This service "Cloud Based Video Conferencing Service" may be availed for procuring a cloud-based solution for video-conferencing purpose. It allows participants to conduct live conference between two or more participants at different sites by using computer networks to transmit audio and video data. Besides, it also provides users serval security and user-friendly features. The typical scope of this service will include the following, unless specifically defined / uploaded by the Buyer . ● design and configuration of solution ● installation and commissioning of solution ● conducting tests and trials at client location ● on-site training of client personnel ● online training of client personnel ● online maintenance support ● on-site maintenance support ● security of data The following features/activities are typically included in this service. 1. All Users should be able to schedule their own meetings, invite participants into those meetings, control those meetings, share presentations etc. 2. Users should be able to schedule, meet, message, call, and share content regardless of whether they are together or apart; in one continuous work stream before, during, and after Sessions. 3. The platform should provide capability to create multiple virtual meeting rooms for Messaging, Calling, Meeting, Sharing and Collaborating. Each Virtual Room should have				

- at least one admin who can add or remove participants from the Room, lock meetings, invite participants on participants from the Room, lock meetings, invite participants on audio/video/web, sent reminders to participants to join the meeting. The participants should have a personal room with their own meeting URL and URI to make scheduling and joining meeting easy.
4. The individual host of the meeting should have following in meeting controls which the host should be able to exercise from their own computer/laptop/desktop etc. i) Mute and unmute self ii) Mute and unmute all iii) Lock/unlock meeting iv) Record meeting v) Change own video layout vi) Dial out from the meeting control pane to invite and remind participants on audio/video/email vii) The meeting control pane should be able to show the meeting host and attendees the names of all the participants connected to the meeting along with their device type detail.
 5. The platform should allow users to upload files to their Virtual Rooms which can be viewed by other users.
 6. The user should also have the flexibility to store the recordings either on the Digital Cloud platform or on an on-premise server.
 7. The cloud platform should give flexibility to the users to join the meeting from PC, laptop, desktop, android, iOS devices and PSTN/Mobile networks. Participants should be able to participate in meetings using video devices that operate on any industry standard protocols. The platform should also allow third party participants using standards-based H.323, SIP and H.264 compliant video conference endpoints to join the meeting.
 8. The platform should have ability to schedule virtual sessions and re-schedule them on demand.
 9. Platform should not have any restriction on the Number of Simultaneous Meetings if the meeting licenses are available.
 10. The platform should have the facility to start or join meeting based on details received on NIC mail id too.
 11. The service should be delivered from cloud in a secure manner with encryption of data / media while in motion and at rest. Platform should encrypt messages, files, and space names before sending them to the cloud. Thus, content arrives in encrypted form and is processed (data in use) and stored (data at rest) in its encrypted state until it is decrypted on the intended recipients' devices. Secure HTTP (HTTPS) should be used to encrypt data in transit between users' device and digital collaboration platform. Identities of the senders and receivers of the encrypted content should be protected. Advanced Encryption Standard or a stronger encryption standard should be used for end-to-end content encryption and HTTPS for transport encryption.

5. Terms and Conditions

o Buyer's Obligations

- Buyer must extend all necessary support to the Service Provider in facilitating the setup of the service in Buyer's premises.
- Buyer must report any issues faced in the services to the Nodal Person (Coordinator) of the Service Provider.

● Service Provider's Obligations

- 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 would be required to install and implement the requisite support and information technology infrastructure (as per requirement) so that the solution is implemented within 2 weeks of acceptance of contract or any other time as specified by the Buyer. It will be the Service Provider's responsibility to ensure the proper and successful implementation and continued operation of the system/ services.
- The Service Provider shall perform the Services at various locations as 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 /bid document and changes thereof.
- 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, without the permission of the Buyer

● Standard Terms and Conditions

- The Service Provider shall nominate a Coordinator who shall be responsible for regular interaction with the Buyer Department so that optimal services of the persons deployed could be availed without any disruption.
- The copyrights for all content will be with the Buyer Department if the contents have been prepared and provided by the Buyer Department.
- 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 and hold harmless 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.
- For Government 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.
- 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.
- 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.
- Any user account must get locked out after a configurable number of failed login attempts. It should also be automatically unlocked after a pre-specified time interval. Accounts should also be deactivated after a defined period of inactivity and must require users to change password at next login.
- 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 or any other time as specified by the Buyer. Service Provider shall install and commission all the client end equipment and operationalize the solution which includes, testing of the video conferencing service at multiple locations and providing user training to the client personnel.
- 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.
- 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.
- The service provider shall ensure that the entire cloud infrastructure provisioning including the hosting and data storage shall be done in India and must be offered by the Cloud Service Provider (CSP) that is empanelled with Ministry of Electronics and Information Technology (MeitY) or on Government of India Cloud (MeghRaj). Proposed solution in the cloud shall be deployed with HA (High Availability) mode to avoid single point of failure with capabilities such as voice, e-mail, and web chat. Customers should be free to choose which channel they prefer, and agents can quickly adapt to that preference.
- Bidder / service provider must provide Escalation Matrix with contact details of officials for service support.
- The Service Provider shall at all times ensure that the services being provided under this Contract are performed strictly in accordance with all applicable laws, orders, by-laws, regulations, rules, standards, recommended practices etc, and no liability in this regard will be attached to the Buyer.

6. Payment Schedule

- The Payment Procedure shall be in as specified in the General Terms and Conditions of GeM.

- Payment schedule to be as per payment terms specified in bid document.
- Payment will be inclusive of travelling charges for site visits.

7. Service Formula

The following formula will be used for this service to determine the contract value:

Total Contract Value = Rate per Host License per annum*No. of host licenses required *(Contract period in days / 365).

The service providers will need to quote the 'Rate per Host License per annum'.

The payment for the service is typically cyclic, where the service provider raises bills at the pre-specified specific time intervals, as per the agreed rates and cyclicity (monthly, quarterly, annually, etc). The will be specified by the Buyer.

The formula to be used for this service to calculate the value of add-on is as under:

365. Cost for Recording Storage = Rate per GB of storage * Storage needed for recording (in GB) * Contract Period in days / 365.

8. SLAs, Deductions and Termination

It is proposed that the Buyer be given a provision to specify all values in the SLAs and Penalties table indicated/highlighted below. However, until this functionality is enabled on GeM, the following values shall be considered

S. No.	SLA	Deduction
1.	Uptime must be more than 99% in the billing cycle for all locations	0.5% of the payment for the billing cycle for every 0.25% fall in uptime below 99%.
2.	No down-time for more than 1 hour on any working day	0.5% of the payment for the billing cycle for every additional hour of down time in a day. i.e. If the total down is for 3 hours in a day, then 1% deduction will be levied in the billing cycle.
3.	Rectification of any technical issue within 24 hours of intimation by Buyer	1% of the payment for the billing cycle if not resolved within agreed timelines
4.	Security Breach	10% of the Contract Amount or termination of contract as deemed fit by the Buyer along with possible Legal Action
5.	Loss of Buyer Data	1% of the bill amount for the billing cycle per such incident
6.	Cumulative deduction must not exceed 10% of the contract amount	The contract may be terminated if so desired by the buyer.
7.	Cumulative downtime must be less than 10 hours during contract period.	The contract may be terminated if so decided by Buyer

9. Termination of Contract

Breach of contractual obligations: In addition to the right of termination under the General Terms and Conditions (GTC), the Buyer shall also have the right to terminate the Contract effective immediately by giving written notice to the Service Provider in the following circumstances:

1. If the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy or
2. If the Service Provider breaches any provision of this Contract and fails to remedy the breach within 7 days of receiving notice by the Buyer, requiring it to do so.

iii. Breach of SLAs as mentioned in clause 8 above.

However, termination of this Contract shall not affect any accrued rights or remedies of either party.

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

1. Scope of work : [click here](#)

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

1. Certificate (Requested in ATC) : [click here](#)
2. Supporting Documents For The Additional Eligibility Criteria Specified In The Bid Document : [click here](#)

ePBG Detail | ईपीबीजी विवरण

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

General Clauses w.r.t RCM/FCM | आरसीएम/एफसीएम के संबंध में सामान्य खंड

1. Where ever RCM is applicable, for sellers (Regular GST registered seller who opted out of FCM as per notifications of GST like GTA , unregistered seller), Buyer have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this contract. Seller will invoice buyer with Zero GST and GST cess.
2. For Registered sellers as per FCM, rates will be inclusive of prescribed rate of GST and GST cess. ITC available to buyer as shown in the bid document have been applied while evaluating the bids. Seller has liability of paying the GST and GST cess to the govt and same will be charged from buyer while invoice.
3. For Registered sellers who opted for RCM while quoting for specified category under section 9(3) like GTA rates will be exclusive of GST and GST cess. GST and GST cess as indicated by the buyer in the bid document payment of GST and GST Cess will be the liability of buyer.
4. For Unregistered sellers Liability of payment of GST and GST cess is in Buyers scope. GST and GST cess as indicated by the buyer in the bid document will be the liability of buyer . Unregistered seller will invoice buyer with zero GST and Zero GST cess.
5. For sellers under Composition Scheme: There is no liability of payment of GST and GST cess in Buyers cope. Seller will invoice Zero GST and GST cess in the invoice to buyer.

Terms and Conditions | नियम और शर्तें

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 Generic

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.

2.3 Generic

Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

2.4 Certificates:

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.

2.5 Service & Support:

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

2.6 Service & Support:

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

2.7 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

Generic

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 of herwise 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.

Generic

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

1. Copy of PAN Card
2. Copy of GSTIN
3. Copy of Cancelled Cheque
4. Copy of EFT Mandate duly certified by Bank

A.MAKE: CISCO WEBEX

B. VENDOR SHOULD PROVIDE A " NON-DISCLOSURE AGREEMENT" FOR DATA AND INFORMATION.

C. AS PER THE DIRECTIVES OF MOD CLOUD VC SERVICES LIKE GOOGLE MEET, GOOGLE HANGOOOTS,SKYPE AND ZOOM ARE NOT CONSIDERED

MANDATORY CERTIFICATES:

BIDDERS SHALL SUBMIT THE OEM UTHORISATION CERTIFICATE IN CASE IF FAILED TO SUBMIT THE REQUESTED DOCUMENTS AS PER GEM BID, THE BID WILL BE TECHNICALLY DISQUALIFIED

2.8 Buyer Added Bid Specific ATC:

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

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

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