

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687784616484

अनुबंध तिथि | Contract Generated Date : 03-Jul-2025

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2025/B/6154077](#)

| संगठन विवरण Organisation Details | खरीदार विवरण Buyer Details |
|---|---|
| प्ररूप Type : Central PSU मंत्रालय Ministry : Ministry of Coal विभाग Department : COAL INDIA LIMITED संगठन का नाम Organisation Name : Coal India Limited कार्यालय क्षेत्र Office Zone : Coal India Limited HQ | पद Designation : Asst Manager MM संपर्क नंबर Contact No. : 033-71104174- ईमेल आईडी Email ID : kamal.motupalli@nic.in जीएसटीआईएन GSTIN : 19AABCC3929J1ZH पता Address : COAL BHAWAN, 04-1111, A III, ACTION AREA 1 A, NEW TOWN, RAJARHAT, KOLKATA, KOLKATA POLICE CYBER HQ, WEST BENGAL-700156, 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: GM (MM) - HoD वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : GM (Finance) | भुगतान का तरीका Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : Manager Finance ईमेल आईडी Email ID : joyna.anup@coalindia.in जीएसटीआईएन GSTIN : - पता Address: COAL BHAWAN, 04-1111, A III, ACTION AREA 1 A, NEW TOWN, RAJARHAT, KOLKATA, CALCUTTA NORTH DIVISION, WEST BENGAL-700156, India |

| परोषिती विवरण Consignee Details | | |
|-----------------------------------|---|---|
| क्र.सं. S.No | परोषिती नाम & पता Consignee Name & Address | सेवा विवरण Service Description |
| 1 | संपर्क Contact : 033-71104443- ईमेल आईडी Email ID : gment.cil@nic.in जीएसटीआईएन GSTIN : 19AABCC3929J1ZH पता Address : COAL BHAWAN Premises No - 04, ACTION AREA 1 A, NEW TOWN, RAJARHAT, KOLKATA, CALCUTTA NORTH DIVISION, WEST BENGAL-700156, India | ANNUAL MAINTENANCE SERVICE -DATA CENTER ASSETS - Operation & Maintenance of Data Center Assets; Data Center Assets; OEM Authorised Service Provider |

| सेवा प्रदाता विवरण Service Provider Details | |
|--|--|
| जेम विक्रेता आईडी GeM Seller ID : | 81ED180000104672 |
| कंपनी का नाम Company Name : | FUTURE NETWORKS SOLUTIONS PRIVATE LIMITED |
| संपर्क नंबर Contact No. : | 09007347377 |
| ईमेल आईडी Email ID : | info@futurenetworks.com |
| पता Address : | 5A, SYNERGY BUILDING, THAKDARI, RAJARHAT, North 24 parganas, WEST BENGAL-700102, - |
| एमएसएमई पंजीकरण संख्या MSME Registration number : | UDYAM-WB-14-0001028 |
| जीएसटीआईएन GSTIN: | 19AABCF3142Q1ZB (R) |
| खरीदार द्वारा सत्यापित एमएसएमई स्थिति MSME Status as verified by buyer : | Verified |
| एमएसई सामाजिक श्रेणी MSE Social Category : | General |
| एमएसई लिंग श्रेणी MSE Gender : | Male |

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Consignee

सेवा विवरण | Service Details

सेवा प्रारंभ दिनांक (नवीनतम) | Service Start Date (latest by): 06-Jul-2025 सेवा समाप्ति तिथि | Service End Date : 06-Jul-2028

श्रेणी नाम | Category Name : ANNUAL MAINTENANCE SERVICE -DATA CENTER ASSETS

| विवरण Description | | Quantity | Cost per equipment per annum in(INR) |
|---|--|----------|--------------------------------------|
| Major category of Assets | | 1 | 9700318 |
| Type Of Asset | | | |
| Status of Annual Maintenance Service Provider | | | |
| Make/Brand Of Assets | | | |
| Onsite Service Engineers Requirement | | | |
| Basic Maintenance of OS, Office Suite, Drivers Update and Patch update on client machines | | | |

| | | |
|--|-----------|-------------|
| Periodicity of Preventive Maintenance Services | Quarterly | |
| District | NA | |
| Zipcode | NA | |
| कुल राशि (रुद्र) Total Amount (Formula) : (Cost per equipment per annum in(INR)*Quantity*Contract Period/365) | | |
| ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR) | | 29127530.21 |
| कुल ऐडऑन मूल्य Total Addon Value(INR) | | 0 |
| ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR) | | 29127530.21 |
| अनुबंध की राशि Amount of Contract | | |
| सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR) | | 29127530.21 |
| मूल्य विभाजन की पेशकश की Price Break up offered : प्राइज ब्रेक अप ऑफर किए गए दस्तावेज़ लिंक Price Break up offered Document link | | |
| एसएलए विवरण SLA Details | | |
| Special Terms and Conditions For Annual Maintenance Service -Data Center Assets | | |
| 1. Agreement Overview | | |
| <p>This Agreement represents a Special Terms and Conditions (STC) and Service Level Agreement (SLA) between the Buyer and Ambulance Service provider. The purpose of this agreement is to facilitate implementation of Ambulance Hiring Service from the Buyer's premises or any other premises designated by buyer. This Agreement outlines the scope of work, buyer's obligations, special terms and conditions related to service delivery and payment of services for mutual understanding of the stakeholders. The Agreement remains valid till completion of scope of services or end of contractual duration (whichever is earlier) unless either superseded by a revised agreement mutually endorsed by the stakeholders or terminated by either of the parties thereof.</p> <p>The Services contracts placed through GeM shall be governed by following set of Terms and Conditions:</p> <ol style="list-style-type: none"> 1. General terms and conditions for Services; 2. Service Specific STC of the Services contracts shall include the service level agreement (SLA) for the service; 3. BID / Reverse Auction specific ATC. <p>The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service specific STC which supersede GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with scope of work and service level agreement as enumerated in the document shall be construed to be part of the Contract between Buyer and Service Provider.</p> | | |
| 2. Objectives and Goals | | |
| <p>The objective of this agreement is to ensure that all the commitments and obligations are in place to ensure consistent delivery of services to buyer by service provider. The goals of this agreement are to:</p> <ol style="list-style-type: none"> 1. Provide clear reference to service ownership, accountability, roles and responsibilities of both parties. 2. Present a clear, concise and measurable description of services offered to the buyer. 3. 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. 4. To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons. <p>The agreement 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. The agreement can also be revised/ modified on mutual consent of the stakeholders.</p> | | |
| 3. Parties to Agreement | | |
| <p>The main stakeholders associated with this agreement are below-</p> <ol style="list-style-type: none"> 1. Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed 2. Service Provider: Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, assignees, successors and nominees as described in the agreement. <p>The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level/ deductions in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders have read and understood the same before signing the document.</p> | | |
| 4. Scope of Services | | |
| <p>The contract shall be on comprehensive basis, inclusive of repairs and replacement of spare without any extra payments. The AMC Vendor shall carry out preventive maintenance Services (PMS) on quarterly / monthly basis as per requirement of contract. Parts so replaced should be new and genuine OEM parts or as prescribed by OEM in their Service Manual.</p> <p>A separate logbook should be maintained to record the preventive maintenance carried out for equipment. The AMC Vendor 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 & smooth working of the equipment within the premises of user department as per laid down SLA and other provisions contained in the agreement document.</p> <p>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.</p> | | |
| 5. Terms and Conditions | | |
| 5.1 Buyers Obligations: | | |
| <p>5.1.1 Buyer Department shall ensure that the Service Provider gets the required access to location/ operational areas/ rooms for providing the services as per installation of equipment.</p> <p>5.1.2 This preferable that Buyer should mention the correct model numbers of equipment / spare parts cat part id etc to the service provider for more effective service rendering.</p> <p>5.1.3 Buyer should also mention history of previous major break downs and repairs to the service provider for more clarity and for efficient execution of service contract.</p> <p>5.1.4 Price Variation Clause: "It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."</p> | | |
| 5.2 Service Provider Obligations: | | |
| <p>5.2.1 The Service provider 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 service provider will have to make changes in record accordingly. Designated Officer in charge (IT Systems) would assist the firm in this task and ensure this to be done under his supervision</p> <p>5.2.2 Service Provider should deploy technically competent service engineer / engineers at users premises as per deployment details intended in bid document to ensure proper</p> | | |

upkeep of equipment and quick resolution of fault during the AMC period.

5.2.3 Complaint can be registered either telephonically or by e-mail or in person at helpdesk set by service provider at user premises by the service provider as per contractual requirement. Proper record of the complaints should be maintained by the SPA /Support Engineer at each consignee location / user premises.

5.2.4 The Service Provider should use suitable instruments / tools to examine and repair the equipment. 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.

5.2.5 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.

5.2.6 The Service Provider must fulfil the requirement of number of preventive maintenance services if so, required in the contract / e bid documents.

5.2.7 The contractor will maintain the confidentiality of data stored in the 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.

5.3 Other Terms & Conditions:

5.3.1 The comprehensive maintenance may include preventive maintenance necessary for keeping the listed equipment active and free from any defects/disturbance and any unscheduled call for corrective and maintenance services.

5.3.2 The user Departments shall indicate preferably the Equipment Name, Quantity, Location, Brief Problem of Machine (if any), Make & Model to enable the service provider to plan the maintenance work more effectively.

5.3.3 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.

5.3.4 Immediately on award of the service order, the service provider would give a report regarding taking over of the equipment in their charge for AMC purpose during the contract period. It shall be the responsibility of the service provider to make the equipment work satisfactorily throughout the contract period. In case any equipment got damaged due to mishandling by the service provider, penalty would be applied at the time of payment and the amount as per the defined penalty would be deducted.

5.3.5 In case of delay in attending to faults, 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.

5.3.6 The annual maintenance shall be carried out primarily at the premises as specified in the work order, during office hours or some time beyond if situation demand. In case, the Service Provider feels that the equipment cannot be repaired at site, they may carry to their repairing centre and deliver the equipment back at their own cost and risk after repairing.

5.3.7 In case the Service Provider fails in adhering to the maintenance requirements causing user to make an alternative arrangements for the servicing/maintenance, then Service Provider would reimburse the cost of such arrangements.

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

5.3.9 The parts/components/sub-assemblies used for repair/replacement by the service provider will be of the preferably of same make and with functional capability as originally available in the system or as per OEM guideline / OEM Maintenance Manual only. The SPA will make sure that all the hardware assets are in working conditions in users' premises.

5.3.10 Response Time

May be as per user requirement specified in bid document. 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.

In case the system/device 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.

5.3.11 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 99% uptime or as specified in bid for different segment and block period

For example ,in case of big DC of NIC etc an uptime of 99.9% for the complete system and 99.0% for any redundant part (annual basis) is required .

6. Payment Terms and Conditions

6.1 Payment shall be made once the Service Provider submits the invoice online on GeM alongwith other relevant documents and after generation of Service Delivery Acceptance Certificate (SDAC) by consignee for the submitted invoice.

6.2 All deductions (if applicable) will be accounted/deducted during SDAC generation before making the payments. Payment will be made through bank transfer only and in no circumstance cash/ cheque payment will be made.

7. Deductions / LD

| Sl. No | Service Level Agreement | Base Line Performance | Lower Performance | Penalties for breach | |
|--------|---|---|--|---------------------------------------|---------------------|
| | | | | 1 Instance | 2 Instance |
| 1. | Log sheet Maintenance | Per Visit / per maintenance arising on call | NA | >2, 1% will be charged from the order | |
| 2 | Delay in carrying out AMC as per schedule | On time as per time indicated in the bid | 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 |
|---|---------------------------------|------|----|-------------------|-------------------------|

8. Amendment to contract

During service delivery period some conditions may occur when the Buyer and/ or Service Provider may require amending the Contract, some of such conditions may be as followed-

8.1 Amendment of the Contract after event of Force Majeure: A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrongdoing, predictable/seasonal rain and any other events specifically excluded in the clause). In case of occurrence of such event which has affected either party directly to perform the agreed services, the contract can be amended. However, cause, evidence and nature of such effect shall be notified to the other party.

8.2 Amendment in statutory variations: All statutory variations leading to increase in the cost of the contract will be debited to the buyer accounts.

9. Termination of contract

The Agreement shall be come to an end either on completion of the Contract Period or shall be terminated for the following reasons:

9.1 Mutual consent: The contract may be terminated based on mutual consent in case the services are no longer required. Termination based on mutual consent will not attract any penalties or shall not be liable for any extra payments other than payment of invoices raised till the time of termination including notice period.

9.2 Breach of contractual obligations: The Buyer shall have the right to terminate the Contract effective immediately by giving written notice to the Service Provider if, the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy; or if the Service Provider breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so.

9.3 Breach of SLAs: The contract may also be terminated by the Buyer if i) the cumulative penalties rise to 10% of the contract value .However, termination of this Contract shall not affect any accrued rights or remedies of either party.

10. Service Formula

Contract Value: A X B X C

A: Cost per equipment per year

B: Number of equipment

C: Contract period/365

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

- Other Information :** 1. Price Break-up details should match with amount quoted against the bid.
2. Bidders are required to comply with Clause 3.xvii of GeM GTC.
3. Bidders are required to mandatorily comply with Buyer added ATC
- Asset Details and its Distribution across the consignee /user locations :** [click here](#)

मूल्य द्विभाजन एक्सेल फ़ाइल विवरण | Price Bifurcation Excel File details: [BoQ](#)

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक | Advisory Bank :

ICICI

ईपीबीजी प्रतिशत (%) | ePBG Percentage(%):

5.00

बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा | The bidder shall furnish ePBG as applicable as per bid's terms and conditions

नियम और शर्तें | Terms and Conditions

1. General Terms and Conditions-

- This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 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
- All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Purchase Preference (Centre):

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

2.2 Past Project Experience:

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy

along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

2.3 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.

2.4 Forms of EMD and PBG:

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

Coal India Limited

Account No.

10373629359

IFSC Code

SBIN0009998

Bank Name

State Bank of India

Branch address

CAG, Kolkata

. Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

2.5 Forms of EMD and PBG:

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

Coal India Limited

Account No.

10373629359

IFSC Code

SBIN0009998

Bank Name

State Bank of India

Branch address

CAG, Kolkata

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

2.6 Buyer Added Bid Specific Scope Of Work(SOW):

File Attachment [Click here to view the file.](#)

2.7 Buyer Added Bid Specific ATC:

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

2.8 Generic:

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file.](#)

2.9 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

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

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