



डेडीकेटेड फ्रेट कोरीडोर कार्पोरेशन ऑफ़ इंडिया लि.

Dedicated Freight Corridor Corporation of India Limited

(भारत सरकार का उपक्रम)

(A Govt. of India Enterprises)

5th Floor, Pragati Maidan Metro Station Building Complex, New Delhi -110001

No. HQ/IT/DC-HP- Systems Repair & AMC

Date: 23rd May 2019

M/s Hewlett Packard Enterprises (I) Private Limited,
Block No. 1C-40,
Okhla Industrial Area, Phase-II
New Delhi – 110 020.

Sub: Annual Maintenance Contract (AMC) of HPE Servers and storage installed in Data Centre at DFCCIL.

Sir/ Madam,

Please arrange to submit quotation in sealed envelope subscribed top as “AMC Quote for HPE Servers and Storage,” on or before at 15:00 Hrs. on 28.05.2019 for the subject items with addressed as “IT Department, Dedicate Freight Corridor Corporation of India Limited (DFCCIL), 4th Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110001”. The same Quotation will be opened at 15:30 Hrs. on 28.05.2019.

1.0 Terms and Conditions:

1.1 Period of Contract:

Period of Contract shall be 1 year from the date of issue of Letter of Acceptance.

1.2 Terms of Payment:

- a) No advance payment shall be made.
- b) Payment shall be released at the End of each quarter on receipt of Invoice.
- c) Bill / Invoice should be submitted in duplicate, duly signed and stamped by the Firm.
- d) Payment to the Firm shall be made through Electronic Clearing System (ECS)/RTGS. The Firm shall submit complete bank details / NEFT Mandate form issued by their bank.
- e) Tax deducted at source (TDS) will be deducted from the payment due to the Firm as per rules of the states / Central Government, if applicable.

1.3 GST Registration:

Agency shall be registered under GST Act and shall furnish GST Registration Number along with the Quotation. Agency shall furnish GST Registration Number on the Bills while submitting them for payment.

1.4 Rates quoted shall be all inclusive but excluding GST. GST shall be paid as per applicability and based on documentary proof. As per GST Act, Anti Profiteering Measures shall be taken. Successful Agency shall pass Input Tax Credit to the DFCCIL and shall give Declaration within 3 days from the date of issues of letter of Acceptance in the format as per Annexure B.



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- 1.5 DFCCIL reserves the right to modify, expand, restrict, scrap and re-invite the quotation without assigning any reason.
- 1.6 **Resolution of disputes and Arbitration:**
In the event of any dispute or difference whatsoever arising under this Contract or in connection therewith including any dispute relating to existing meaning and interpretation of this contract, shall be settled amicably through mutual negotiation by the parties. In case, there is no amicable settlement of disputes, the same shall be referred to the Sole Arbitrator as appointed by DFCCIL. The Arbitration shall be conducted in accordance with the provisions of the arbitration and conciliation Act 1996. Notwithstanding any disputes between the parties, the Agency shall not be entitled to withhold, delay or defer its obligations, under the contract, and the same shall be carried out in accordance with the Terms and conditions of the Contract.
- 1.7 **Force Majeure:**
- 1.8 Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.
- 1.9 DFCCIL General Conditions of Contract (GCC) are applicable.
- 1.10 Validity of this offer shall be at least 30 days.
- 1.11 Certificate in respect of being an OEM is to be submitted along with price quotation. In case of any of the conditions are not accepted or any new condition is given which is not acceptable to DFCCIL, offer would be rejected summarily.
- 1.12 **Penalty:** Agreed quarterly SLA to be adhered to. For degradation of SLA below 95%, 1% of quarterly AMC cost will be deducted by 1% subject to maximum of 5% per quarter.
- 1.13 **Termination.** Either party may terminate this agreement on written notice, if the other fails to meet any material obligation and fails to remedy the breach within a reasonable period after being notified in writing of the details. If either party becomes insolvent, unable to pay debts when due, files for or is subject to bankruptcy or receivership or asset assignment, the other party may terminate this agreement and cancel any unfulfilled obligations. Any terms in the Agreement which by their nature extend beyond termination or expiration of the Agreement will remain in effect until fulfilled and will apply to both parties' respective successors and permitted assigns.

GGM/IT

Encl:

- 1) Schedule of Rates and quantities (Annexure-A)