



THE INSTITUTE OF Company Secretaries of India

भारतीय कम्पनी सचिव संस्थान

IN PURSUIT OF PROFESSIONAL EXCELLENCE

Statutory body under an Act of Parliament

(Under the jurisdiction of Ministry of Corporate Affairs)

ICSI GSTIN (UP) Code: 09AAATT1103F2ZX

ICSI/PC/IT/AMC Lenovo Server/2024-25/6297

March 28, 2025

M/s Sterling infoways private limited

A/c M/s Lenovo Global Technology (India) Private Limited

No. 41 Hartron Complex, Electronic City, Udyog Vihar,

Sector-18 Gurgaon 122015

HARYANA

Dear Sir,

Attn.: Mr. Prithvi Chadda, email : prithvi@sterlingmail.in ; Mob: 9650077997

Mr. Manmeet Singh (Mob: 9999147994), Email: msingh2@lenovo.com

**Sub: Comprehensive Annual Maintenance Contract of 10 nos. Lenovo/IBM Servers
w.e.f 06.04.2025 to 31.12.2027.**

Ref: **1. ICSI order No. ICSI/PC/IT/AMC Lenovo Server/2020/149(A)** dated June 12, 2020
(issued to M/s Lenovo Global Technology (India) Private Limited)

2. M/s Lenovo Global Technology (India) Private Limited confirmation email dated June 17, 2020.

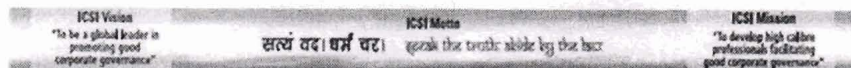
3. M/s Sterling Infoways Private Ltd quote dated 11.02.2025.

With reference to the above, **on account of M/s Lenovo Global Technology (India) Private Limited**, we are pleased to award the comprehensive annual maintenance contract (AMC) of 10 nos. IBM/Lenovo Servers as per details given below:-

I. Contract Price

S. No.	Machine Type	Model No.	SERIAL No.	AMC Start Date	AMC End Date	SLA	AMC Price
1.	5462	IIF	(10 nos. Servers) 1. 06EZFHC 2. 06EZFHF 3. 06EZFHH 4. 06EZFHE 5. 06EZFHG 6. 06EZFHD 7. 06EZFHM 8. 06EZFHN 9. 06EZFHK 10. 06EZFHL	April 06, 2025	December 31, 2027	4Hr Response, SBD, 24x7	Rs. 11,40,000.00
AMC price 10 nos. Servers per annum (06-Apr-2025 to 31 Dec 2027)							Rs. 11,40,000.00

[Signature]



ICSI-NOIDA Office C-37, Sector-62, Noida(U.P.) 201 309
(Tel: 0120 - 4239993 - 98 Fax: 0120-4264443, 4264445, email: info@icsi.edu.
Headquarters ICSI House, 22, Institutional Area, Lodi Road, New Delhi 110 003
Tel 011 - 4150 4444, 4531 1000 fax +91-11-24626727 email info@icsi.edu website www.icsi.edu

[Signature]



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	GST 18%	Rs. 2,05,200.00
	Total Amount including 18% GST	Rs. 13,45,200.00

II. Scope of work

- Support will be 24x7
- SLA- 24x7, 4Hr Response, SBD, 24x7.
- 4 HR CTR (Call to Resolution) for core configuration.
- The contract is on all hardware products. OS/Application/Virus Support is excluded. Corrosion impacted part is excluded from the AMC and shall be paid extra at actual.
- Non Lenovo component in the Server is not covered under AMC.
- Broken and burnt parts, parts damaged due to end user mishandling and parts damaged due to adverse electrical conditions onsite, are excluded from the AMC cover.
- The AMC is only for Technical hardware Failure and not for software. Hard disk retention is not a Part of this Price.

III. Terms and Conditions

- You will depute your service engineer along with back to back support from the OEM i.e. M/s Lenovo Global Technology (India) Private Limited.
- The Institute would make an yearly advance payment of Rs.4,00,000/- (Rupees Four Lakhs only) plus GST as applicable on submission of appropriate tax invoice subject to deduction of applicable taxes.
- Contract period and premature termination:**
The contract shall be for a period w.e.f 06 Apr 2025 to 31 Dec 2027. **If for any reason, the AMC is to be discontinued, three months advance notice shall be given by the Institute before starting of the next AMC period.**
- Shipping & Billing Address: ICSI-NOIDA Office C-37, Sector-62, Noida(U.P.) 201 309.
- You must ensure that every deputed personnel is covered by adequate insurance coverage to address any contingencies. You will be liable for accident, injury, losses due to any accident or negligence of your workers deployed staff in course of execution of the work awarded through this order and shall also be liable to incur all



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the expenses in consequence thereof and Institute is in no way responsible for any damages arising out of this contract.

6. Liquidated Damaged (LD)

- 1/2 per cent of total value of contract, for each day of delay, in case of services are delivered either in full or partly within 7 days after the due date;
- 1 per cent of total value of contract subject to maximum 10%, for each day of delay, in case of services are delivered either in full or partly beyond 7 days but up to 14 days after the due date;
- Even after two (02) weeks of delay, if you fail to deliver the goods and services, ICSI may reject or accept the goods and services at its sole discretion after imposing applicable penalty and decide accordingly on approval of the competent authority.

7. Cancellation

- In case the jobs/goods is/are not carried out within stipulated time, the Institute at its discretion reserves the right to cancel the order at vendor's responsibility without any further notice.
- The Institute shall have the right to cancel this order or any part of it or postpone delivery if the services/goods cannot be taken delivery immediately for any reason such as acts of God/War Mobilization, requisition or interface from Government or local authority, fire, strikes lockout, disputes with workers, accident to machinery, riots, commotion, political trouble, blockage, quarantines or any circumstances beyond the control of the Institute and the vendor will not be entitled to claim any compensation of whatsoever nature.

8. CONFIDENTIALITY

You acknowledge that all material and information which has and will come into your possession or knowledge in connection with this order or the performance thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to ICSI will all times be held by it in utmost strict confidence and you will not make use thereof other than for the performance of the service of this order and to release it only to your employees requiring such information, and not to release or disclose it to any other party. You agree to take appropriate action with respect to your employees to ensure that the obligations of non-use and non-disclosure of confidential information under this order are fully satisfied. In the event of any loss to ICSI in divulging the information by your employees, the ICSI shall be indemnified. You agree to maintain the confidentiality of the ICSI's information after the termination of the contract also. You will treat as confidential all data and information about ICSI, obtained in the execution of this order including any business, technical or financial information, in strict confidence and will not reveal such information to any other party.

9. Statutory Compliance

You will be required to comply with all statutory obligations from time to time applicable to this contract.

40

84



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10. Indemnity Clause

You will indemnify ICSI against all statutory liabilities present and future arising out of this contract. In the event of violation of any contractual or statutory obligations, you will be fully and solely responsible for the same. Further, in the event of any action, claim, damages, suit initiated against ICSI by any individual, law enforcement agency or government authority due to acts and omissions, you will be liable to make good / compensate such claims or damages to the ICSI. As a result of your action, inaction or any omissions, if ICSI is required to pay any damages to any individual, law enforcement agency or government authority, you would be required to reimburse to ICSI such amount along with other expenses incurred by ICSI or ICSI reserves the right to recover but not limited to such amount from the payment(s) due to you while settling your bills or from the amount of security deposit lying with ICSI. However, ICSI reserves its right to take legal recourse as permitted under law of the land.

11. Arbitration

In case of any dispute or difference arising in relation to meaning or interpretation of this order, the authorised official of the Institute will address the disputes/ differences for mutual resolution and failing which the matter shall be referred to the sole arbitration of Secretary, The Institute of Company Secretaries of India or his nominee. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable to the arbitration proceedings. The venue of the arbitration shall be at New Delhi. The cost of the Arbitration proceedings shall be shared equally by both the parties. The decision / award of the arbitrator shall be final and binding.

12. Jurisdiction

All disputes arising out of this work order are subject to the jurisdiction of Courts at Delhi/NCR.

For further clarifications / co-ordination, **Joint Secretary / Joint Director, Dte. of IT at ICSI** may be contacted.

Please return the duplicate copy of this letter duly signed and stamped on each page as a token of acceptance/confirmation of the work order.

Yours truly,

S.K. Sharma
28/3/25

S. K. SHARMA

Director

Purchase & Stores

(Santosh Kumar Sharma) Institute of Company Secretaries of India
Director (Purchase & Stores) C-36, Sector-62, NOIDA - 201309 (U.P.)

Copy to: JS(AKR), JD(PKV), D(SP), JD(TB), AD(NW)