

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687703802778

अनुबंध तिथि | Contract Generated Date : 19-Feb-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4506965](#)

संगठन विवरण   Organisation Details		खरीदार विवरण   Buyer Details	
प्ररूप   Type :	Central PSU	पद   Designation :	Administrative Officer
मंत्रालय   Ministry :	Ministry of Finance	संपर्क नंबर   Contact No. :	080-22966510-
विभाग   Department :	Department of Financial Services	ईमेल आईडी   Email ID :	buycon2.lic.blr@gembuyer.in
संगठन का नाम   Organisation Name :	LIC - Life Insurance Corporation of India	जीएसटीआईएन   GSTIN :	29AAACL0582H2ZH
कार्यालय क्षेत्र   Office Zone:	560002	पता   Address :	LIC OF INDIA, DIVISION OFFICE 1, JC ROAD, BANGALORE, BANGALORE, KARNATAKA-560002, India
वित्तीय स्वीकृति विवरण   Financial Approval Detail		भुगतान प्राधिकरण विवरण   Paying Authority Details	
आईएफडी सहमति   IFD Concurrence :	No	Role:	PAO
प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval:	senior divisional manager	भुगतान का तरीका   Payment Mode:	Offline
वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval :	senior divisional manager	पद   Designation :	Asst Adm Officer
		ईमेल आईडी   Email ID :	pao1.lic.blr@gembuyer.in
		जीएसटीआईएन   GSTIN :	29AAACL0582H2ZH
		पता   Address:	LIC OF INDIA, DIVISION OFFICE 1, JC ROAD, BANGALORE, Bangalore, KARNATAKA-560002, India
परेषिती विवरण   Consignee Details			
क्र.सं.   S.No	परेषिती नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description	
1	संपर्क   Contact : 080-22966510- ईमेल आईडी   Email ID : buycon2.lic.blr@gembuyer.in जीएसटीआईएन   GSTIN : 29AAACL0582H2ZH पता   Address : LIC OF INDIA, DIVISION OFFICE 1, JC ROAD, BANGALORE, BANGALORE, KARNATAKA-560002, India	Paper-based Printing Services - Printing with Material; Policy/Bond; Offset	
		Paper-based Printing Services - Printing with Material; Policy/Bond; Offset	
सेवा प्रदाता विवरण   Service Provider Details			
जेम विक्रेता आईडी   GeM Seller ID :	8E2C180000476341		
कंपनी का नाम   Company Name :	SHAKTI ENTERPRISES		
संपर्क नंबर   Contact No. :	09015470622		
ईमेल आईडी   Email ID :	grewalkanta511@gmail.com		
पता   Address :	G-30/261, FIRST FLOOR, SHAKTI ENTERPRISES, SECTOR 3, ROHINI, North West delhi, DELHI-110085, -		
एमएसएमई पंजीकरण संख्या   MSME Registration number :	UDYAM-DL-06-0020208		
एमएसई सामाजिक श्रेणी   MSE Social Category :	General		
एमएसई लिंग श्रेणी   MSE Gender :	Female		
जीएसटीआईएन   GSTIN:	07BOVPD6693A1ZO		
*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): 26-Feb-2024		सेवा समाप्ति तिथि   Service End Date : 26-Feb-2025	
श्रेणी नाम   Category Name : Paper-based Printing Services			
बिलिंग चक्र   Billing Cycle: monthly			
विवरण   Description		Number of Copies	Price per page
Type of Printing	Printing with Material	5,000	1.78
Category of Printing	Policy/Bond		
Mode of Printing	Offset		
Single/ Double Sided	Double Sided (Both Sided – Front and Back)		
Colour of Printing	Front Multi - Color Back Single Color		
Printing Content	Text + Pictorial		
Paper Material	Parchment Paper (Continuous Computer Stationary)		
Standards of Paper	Conformity to Indian Standard IS 12766		
Size of the Paper (in cm)	38.1 x 30.4		
Thickness of Paper in GSM	101-110 GSM		
Inserts	Not Required		

Lease/ Agreement/ Rent receipts (in case of rented space) to be uploaded(documentary proofs to be submitted by SP)			NO	
District			NA	
Zipcode			NA	
Number of languages of printing			Bilingual	
Language			English	
Packaging Required			Yes	
Additional Support			Yes	
Number of pages per Item			1	
कुल राशि (सूत्र)   Total Amount (Formula) : (Number of Copies*Price per page*Number of pages per Item)				
ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)			8900	
विवरण जोड़ें Add On Description				
Packaging Required (Per Unit Price)			.05	
एडऑन मूल्य Addon Value ( Addon Price*Number of Copies )			250	
Additional Support (Per Unit Price)			.05	
एडऑन मूल्य Addon Value ( Addon Price*Number of Copies )			250	
कुल एडऑन मूल्य   Total Addon Value(INR)			500	
ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)			9400	
कर द्विभाजन   Tax Bifurcation				
विशिष्ट   Particular	जीएसटी   GST (18%)	जीएसटी उपकर 1   GST Cess 1 (0%)	जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)   Input Tax Credit (ITC) on GST (100%)	जीएसटी उपकर पर आईटीसी 1   ITC on GST Cess 1 (0%)
Paper-based Printing Services	1433.9	0	1433.9	0
श्रेणी नाम   Category Name : Paper-based Printing Services				
बिलिंग चक्र   Billing Cycle: monthly				
विवरण   Description			Number of Copies	Price per page
Type of Printing	Printing with Material		5000	1.72
Category of Printing	Policy/Bond			
Mode of Printing	Offset			
Single/ Double Sided	Double Sided (Both Sided – Front and Back)			
Colour of Printing	Front Multi - Color Back Single Color			
Printing Content	Text + Pictorial			
Paper Material	Parchment Paper (Continuous Computer Stationary)			
Standards of Paper	Conformity to Indian Standard IS 12766			
Size of the Paper (in cm)	38.1 x 30.4			
Thickness of Paper in GSM	66-70 GSM			
Inserts	Not Required			
Lease/ Agreement/ Rent receipts (in case of rented space) to be uploaded(documentary proofs to be submitted by SP)				
District				
Zipcode				
Number of languages of printing				
Language				
Packaging Required				
Additional Support				
Number of pages per Item				
कुल राशि (सूत्र)   Total Amount (Formula) : (Number of Copies*Price per page*Number of pages per Item)				
ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)			8600	
विवरण जोड़ें Add On Description				
Packaging Required (Per Unit Price)			.05	
एडऑन मूल्य Addon Value ( Addon Price*Number of Copies )			250	
Additional Support			.05	

(Per Unit Price)					
एडऑन मूल्य   Addon Value ( Addon Price*Number of Copies )					250
कुल एडऑन मूल्य   Total Addon Value(INR)					500
एडऑन सहित कुल मूल्य   Total Value Including Addons(INR)					9100
कर द्विभाजन   Tax Bifurcation					
विशिष्ट   Particular	जीएसटी   GST (18%)	जीएसटी उपकर 1   GST Cess 1 (0%)	जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)   Input Tax Credit (ITC) on GST (100%)	जीएसटी उपकर पर आईटीसी 1   ITC on GST Cess 1 (0%)	
Paper-based Printing Services	1388.14	0	1388.14	0	
अनुबंध की राशि   Amount of Contract					
सभी शुल्क और करों सहित कुल अनुबंध मूल्य   Total Contract Value Including All Duties and Taxes(INR)					18500
एसएलए विवरण   SLA Details					
<div>Special Terms and Conditions for Paper-Based Printing Service</div> <div><div>1 Agreement Overview</div><p>This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between the Buyer and Printing Service provider. The purpose of this Agreement is to facilitate the implementation of Paper-Based Printing Services for the use of the Buyer or any other designated person/ representative of the 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 the following set of Terms and Conditions:</p><ol style="list-style-type: none"><li>General terms and conditions for Services.</li><li>Service Specific STC of the Services contracts shall include the Service Level Agreement (SLA) for the Service.</li><li>BID / Reverse Auction specific ATC.</li></ol><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 the Scope of Work and Service Level Agreement as enumerated in the document shall be construed to be part of the Agreement between Buyer and Service Provider.</p><div>2 Objectives and Goals</div><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"><li>Provide clear reference to service ownership, accountability, roles, and responsibilities of both parties;</li><li>Present a clear, concise, and measurable description of services offered to the Buyer;</li><li>Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with the conditions specified.</li><li>To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons.</li></ol><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><div>3 Parties to the Agreement</div><p>The main stakeholders associated with this agreement are below-</p><ol style="list-style-type: none"><li><b>Buyer:</b> The buyer is responsible to provide clear instructions, approvals, and timely payments for the services availed</li><li><b>Service Provider:</b> The service provider is responsible to provide all the required services in a timely manner. The service provider may also include the seller, any authorized agents, assignees, successors, and nominees as described in the Agreement</li></ol><p>The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level/ penalties 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><div>4 Scope of Services</div><p>Paper-based Printing Service shall be provided end-to-end by the Service Provider along-with cost-effective solutions and services to print a wide variety of books, booklets, brochures, forms, envelopes, cards, note cards, flyers, posters, letterheads, forms, business cards, Diary, Planner, Desk Calendar, Wall Calendar, Poster Calendar, Bill Books and any other paper-based printing demand along with a complete customizing package.</p><p>The scope of the service requires the Vendor to provide Paper-based Printing Services to the Buyer as per the specifications stipulated by the Buyer.</p><div>4.1 Service Details and Standards</div><ol style="list-style-type: none"><li>All the printed orders should be of the desired quantity. Any shortfall in numbers will attract a penalty.</li><li>The order should be aligned to the specifications chosen by the buyer. The quality of the material should not deviate from what is chosen by the buyer</li></ol><div>4.2 Defined Timelines</div><ol style="list-style-type: none"><li>Since timely delivery is the biggest essence of the contract, the Service Provider shall ensure that the order should be delivered as and when mentioned by the buyer.</li><li>Any kind of delay in the delivery of printed orders shall attract penalties.</li></ol><div>4.3 Service Assumptions</div><ol style="list-style-type: none"><li>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.</li><li>The Service Provider at his/ her own cost will arrange all the equipment(s), materials (in case of printing with the material), and other things/ services, etc. necessary for printing depending on the type of printing (with or without material).</li></ol><div>5 Service Provider's Obligation</div></div>					

1. The service provider shall ensure the level of service delivered is of the highest professional standard and shall ensure full compliance with the terms and conditions of the contract.
2. The Service Provider shall conduct printing activities and deliver printed material in accordance with the conditions of the Agreement at the time and place and in the manner as specified by the Buyer.
3. The Service Provider shall print, bind and deliver the work in clear and legible type, form and style and with other fit and proper material in a good and workmanlike manner, and by the process specified, and where a sample is supplied, in accordance therewith.
4. The awarded Service Provider shall deliver 3 (three) hard copies of the initial edited version of the compendium along with a soft copy in Word/PDF or any other preferred format for approval (stage one).
5. The Service Provider shall whenever called upon to do so, give full particulars, and information with regard to any work in hand and shall also permit an official deputed by the Buyer to inspect his printing premises at all required times. The Service Provider shall give assistance and information as may be required by him/ her in connection with any contract or contracts.
6. Page Design should be given by Service Provider based on the Buyer's requirement. The service provider shall provide a sample copy with the final page design to the Buyer before proceeding with the printing of the complete assignment. The service provider should clearly work as per detailed layout design, font size, style, color, alignment, spacing, pagination, etc.

#### 6 Buyer's Obligations

1. The Buyer Department may choose to provide a specimen in the form of a hard or soft copy indicating the rough layout of tables/graphs/text matters/Photographs of Installations etc. to give an idea in general. This is, however, not to be treated as a sample.
2. The buyer will rigorously verify the materials (content etc) provided for printing for authenticity, clearness, and legibility, before handing them over to the service provider.
3. In case of printing only type of Service, Buyer should provide the required material to Service Provider well on time, to avoid the delay in the start of Printing Service.
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."

#### 7 Service Tracking

Tracking of services ensures the quality of service delivery in a time-bound manner, effective service tracking helps in analyzing Service Provider's performance as well as the Buyer's timely inputs for services and leads to immediate actions against the defaulters if any. Service tracking shall be mandatory for both Buyer and Service Provider, non-tracking of the same may lead to a fine/ penalty on either party.

##### 7.1 Logbook

1. The Service Provider shall maintain a log book which should be signed by the consignee to verify the materials delivered to the Buyer.
2. The service provider shall thereafter update the logbook on the GeM portal as per the logbook process flow.
3. Once the service provider updates the logbook online, the consignee shall either accept or reject these entries within the prescribed timelines. The buyer will also record any service non-delivery or non-performance issues, and subsequent penalties Failure to act on logbook entries updated by the service provider shall be deemed as accepted.
4. The Service Provider can raise an issue against the rejection of any entry by the buyer within prescribed timelines of such rejection with the designated representative of the Buyer.

##### 7.2 Service Performance and Feedback

1. The principal point of contact for the issues arising out of this Agreement will be the Service Provider or a designated representative who shall be an employee of the Service Provider in an administrative and managerial capacity and in a position of authority to resolve issues. Nonetheless, the Service Provider shall be solely responsible for maintaining the quality and level of service provided.

#### 8 Deductions and Liquidity Damages

Breach of SLA is defined as performance lower than requisite performance in this Agreement. The following conditions shall specify breach of contract and the Buyer shall have the right to immediately terminate the Agreement.

1. Cumulative penalties reach 10% of the Contract Value; and
2. Subcontracting or outsourcing of the contract/ Agreement, in part or whole.

Penalties shall be levied on the Service Provider, for the violation of the Service Level Agreement as mentioned below:

#	Nature of Default	Description of default	Deductions
1.	Defective/Damaged Goods		
	a. Defect/Damage of up to 25% of the order (by volume)		i. 2% of the contract value
	b. Defect/Damage from 25%-50% of the order (by volume)	Any kind of damage/destruction of printed material and/or Damage of product during logistics, or defect in the product such as low quality of material/printing, error in content, printing not according to buyer's specifications; Improper logo/pictures/color shades/improper binding/finishing, etc.	ii. 3% of the contract value
	c. Defect/Damage of more than 50% of the order.		iii. 4% of the contract value or option to terminate the contract.
2.	Delay in Delivery	Delay in delivery of the order or order not received at the desired location on time, as specified.	0.5% per week. Cumulative every week.

Non-supply of complete order (Shortfall)

a. Up to 25% of the order

a. 3% of the contract value

3.

The quantity of order supplied is less than ordered.

b. from 25% - 50% of the order

b. 5% of the contract value

c. more than 50% of the order

c. 7% of the contract value or option to terminate the contract

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

## 9 Payment Terms

This section provides details about the terms and conditions of payment towards the services, it may also include the deduction of payment in case of faulty service.

Some notable points under payment terms are-

### 9.1 Payment Condition

1. The payment shall be made as per the financial quotes submitted by the Service Provider and accepted by the Buyer.
2. No advance payment shall be made to the Service Provider.
3. The price quoted shall cover all aspects of service delivery. It shall be inclusive of all consumables required to provide the service.

### 9.2 Payment Cycle

1. Payment shall be made once the services are delivered, and the Service Provider submits the invoice for the same.
2. The Buyer shall make the payment within prescribed timelines as per the payment process flow upon submission of invoice, logbook, and service feedback.

### 9.3 Payment Process

1. Payment shall be made only after submission of invoices, logbook, service feedback, non-submission of the same may lead to delay/ deduction in payment.
2. All the deductions/ interest (if applicable) will be settled before making the payments. Service Provider shall not have any objection on the same.

iii. Payment will be made through bank transfer only, in no circumstance cash/ cheque payment will be made.

## 10 Amendment of Contract

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

1. *Amendment of the Contract after the event of Force Majeure:* In case of occurrence of any exceptional event/ circumstance which has affected either party directly to perform the agreed services, the agreement can be amended. However, the cause, evidence, and nature of such effect shall be notified to the other party.
2. *Amendment in statutory variations:* All statutory variations leading to an increase in the cost of the contract will be debited to the buyer accounts.
3. *Amendment of the Contract as per both parties' consent:* Amendment of the Contract shall be done as per mutual consent of both parties; no party shall be made liable to pay/ get any compensation for agreement amendment. However, the variation put together shall not reduce or exceed 25% of the contract value.

## 11 Termination of Contract

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

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 the notice period.
2. *Breach of contractual obligations:* Any incidents considered as a breach of contract will result in immediate termination of services. 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.
3. *Breach of SLAs:* The contract may also be terminated if i) the cumulative penalties rise to 10% of the contract value ii) repeated breach of any SLA beyond 3 instances as per buyer discretion.

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

## 12 Calculation Formula

Total Contract Value will be calculated as:

Total Contract Value =  $n * r * q$ , Where

$n$  = No. of Pages per Item

$r$  = Rate per Page

$q$  = Quantity (No. of items)

Cost of Add-ons (if selected by the buyer in bid) will be added to the above values. Calculation of Add-Ons will be as per the below formula:

Add-Ons Value =  $(r_1 + r_2 + r_3 + r_4 + \dots) * q$

where  $r_1, r_2, r_3, r_4$ , etc. are the rates quoted by the service provider for all individual Add-On services,

and  $q$  = Quantity (No. of items)

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

1. Sample image of desired product : [click here](#)

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

1. Certificate (Requested in ATC) : [click here](#)  
2. Debarment / Blacklisting By Any Govt./psu/ulb/parastatal Organization In Last X Years : [click here](#)

ईपीबीजी विवरण | ePBG Detail

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

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

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.

नियम और शर्तें | Terms and Conditions

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 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

In this policy bond printing, we require one original and another copy. Original should be of 105 GSM parchment computer continuous stationery measuring length x breadth 30.4 x 38 cms. Copy should be of 70 GSM with same measurement . Same computer continuous stationery.

Further, we require Turn over of 5 lakhs for 3 years and similar experience of 3 years. Also a certificate mentioning the acceptance of the conditions.

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

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