

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687787268295

अनुबंध तिथि | Contract Generated Date : 02-Mar-2024

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्ररूप   Type : State Government	पद   Designation : SMO STORE
मंत्रालय   Ministry : -	संपर्क नंबर   Contact No. : 0511-9457021-00000
विभाग   Department : Medical Health and Family Welfare Department Uttar Pradesh	ईमेल आईडी   Email ID : buycon499.mhfwdup.up@gembuyer.in
संगठन का नाम   Organisation Name : N/A	जीएसटीआईएन   GSTIN : -
कार्यालय क्षेत्र   Office Zone: CMO OFFICE KANPUR DEHAT	पता   Address : CMO OFFICE MATI AKBARPUR KANPUR DEHAT, KANPUR DEHAT, UTTAR PRADESH-209101, 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: CMO Kanpur Dehat	भुगतान का तरीका   Payment Mode: Internet Banking
वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval: CMO Kanpur Dehat	पद   Designation : ACCOUNT ASSISTANT
	ईमेल आईडी   Email ID : acctscmo.kd-up@gov.in
	जीएसटीआईएन   GSTIN : 09KNPCO1074D1D9
	पता   Address: CMO OFFICE MATI AKBARPUR KANPUR DEHAT, Kanpur Dehat, UTTAR PRADESH-209101, India

परेषिती विवरण   Consignee Details		
क्र.सं.   S.No	परेषिती नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description
1	संपर्क   Contact : 0511-9457021-00000 ईमेल आईडी   Email ID : buycon499.mhfwdup.up@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address : CMO OFFICE MATI AKBARPUR KANPUR DEHAT, KANPUR DEHAT, UTTAR PRADESH-209101, India	Pest and Animal Control Service - Maintenance Contract; 3 months; Rodent Control

सेवा प्रदाता विवरण   Service Provider Details	
जेम विक्रेता आईडी   GeM Seller ID :	E170200001089448
कंपनी का नाम   Company Name :	B.R. Enterprises
संपर्क नंबर   Contact No. :	07270084103
ईमेल आईडी   Email ID :	brenterprises.make@gmail.com
पता   Address :	113 F Block, House Number-113 F-Block,, Panki, Kanpur Nagar, UTTAR PRADESH-208020, -
एमएसएमई पंजीकरण संख्या   MSME Registration number :	-
जीएसटीआईएन   GSTIN:	09AAVFB7473R1Z6

\*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): 03-Mar-2024	सेवा समाप्ति तिथि   Service End Date : 01-Mar-2025
श्रेणी नाम   Category Name : Pest and Animal Control Service	

बिलिंग चक्र   Billing Cycle: weekly		
विवरण   Description	Area in Sq meter	Per Sq meter charges(Bidder to quote per sq.mtr charges considering cycle mentioned by the buyer)Example selecting 3 months would mean service would be needed once in every quarterly and bidder should quote all inclusive price considering the total service events.
Type of Service Required: Maintenance Contract	25,444	9.97
Service Cycle: 3 months		
Type of treatment: Rodent Control		

### कुल राशि (सूत्र) | Total Amount (Formula) :

( Per Sq meter charges(Bidder to quote per sq.mtr charges considering cycle mentioned by the buyer)Example selecting 3 months would mean service would be needed once in every quarterly and bidder should quote all inclusive price considering the total service events.\*Area in Sq meter )

ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)	253676.68
कुल ऐडऑन मूल्य   Total Addon Value(INR)	0

ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)	253676.68		
<b>अनुबंध की राशि   Amount of Contract</b>			
सभी शुल्क और करों सहित कुल अनुबंध मूल्य   Total Contract Value Including All Duties and Taxes(INR)	253676.68		
<b>एसएलए विवरण   SLA Details</b>			
<p><b>1. Agreement overview</b></p> <p>This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the buyer and Service provider. The purpose of this agreement is to facilitate implementation of Pest and Animal Control 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"> <li>1. General terms and conditions for Services;</li> <li>2. Service Specific STC of the Services contracts shall include the service level agreement (SLA) for the service;</li> <li>3. 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 supersedes 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> <p><b>2. Objective and Goals</b></p> <p>The objective of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent delivery of service to Buyer by the . The goals of this Agreement are to:</p> <ol style="list-style-type: none"> <li>I. Present a clear, concise and measurable description of service to be provided to the buyer</li> <li>II. To clearly lay down the responsibilities and liabilities of the parties involved</li> <li>III. To handle specific circumstances in case of failure to comply with conditions specified therein</li> <li>IV. Financial components do not form a part of this agreement</li> </ol> <p><b>3. Parties to the Agreement</b></p> <p>The main stakeholders associated with this agreement are below-</p> <ol style="list-style-type: none"> <li>i. <b>Buyer</b> : Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed</li> <li>ii. <b>Service Provider</b> : 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</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> <p><b>4. Scope of services</b></p> <p>The service provider is required to provide Pest and animal control services as per the specifications by the buyer to remove roaches, rats, ants, bedbugs, termites, monkeys, birds, pigeons or any other pests or animals that infests residences, buildings, surrounding areas, commercial places, agricultural and horticulture farms or any other establishment, using permitted chemicals, equipment's, technology for maximum curative and preventive protection. It would be the obligation of the Service provider to provide services according to the following details provided by the buyer:</p> <p><b>•Type of Service</b></p> <ul style="list-style-type: none"> <li>• One time: One-time contract will give the buyer an option to hire the service for one time usage. The buyer will have flexibility to add multiple requirements with respect to 'type of pest control treatment' in the same contract.</li> <li>• Maintenance: The maintenance contract will give buyer an option to hire the service for a specific duration of either 1 month, 3 months, 6 months, 9 months and 12 months in the marketplace. The buyer may provide the custom value for the maintenance period, which is available during the bid stage.</li> </ul> <p>The frequency of treatments will be decided by the service provider as they deem adequate to ensure that the area is pest/ animal free for the entire duration of the maintenance contract. Any relapse during the maintenance period shall attract penalties as mentioned in this SLA. The buyer may recommend the frequency of treatment while preparing the bid, however the frequency decided by the service provider shall override the frequency recommended by the buyer.</p> <p><b>• Contract Period</b></p> <p>Contract period for will comprise of contract start date and contract end date to be entered by the buyer through calendar</p> <p><b>• Area in Sq. Mt.</b></p> <p>Area in Sq. Mt. gives buyer an option to mention the exact area in Sq. mt. which is to be serviced.</p> <p><b>• Address with Pin-code</b></p> <p>It gives an option to buyer to mention the address of the area to be serviced</p> <p><b>• Type of pest control treatment</b></p> <p>This gives an exhaustive list of pest control treatments available in the service. The buyer can also add its custom treatment which is available at the bid stage.</p>			
S. N	Type of pest control	Description	Warranty Period for One time treatment
Bed bugs usually enter a property by being carried on clothing or inside furniture. The most			

S. N	Type of pest control	Description	Warranty Period for One time treatment
1	Bedbug control	common places for bedbug infestations are hotels, cinemas, lodges, auditoriums, and overnight busses. The service provider may recommend the best course of treatment based on the level of infestation.	
2	Disinfestation	Disinfestation treatment against crawling insect pests such as cockroaches, Silver fish, Red and Black ants, spiders, lizards etc. Gel application and spray treatment may be used. Drainage chambers also to be treated with pesticide and anti-bacterial compound.	3 months
3	General Pest Control	Involves spraying the entire premises and surrounding areas with special reference to Bathroom, Kitchen, Pantries, Drainage, Sewers, Toilets, and other vulnerable areas such as lift lobbies, main entrance, dispersal area etc. This Service will cover Pests like Cockroaches, Bedbugs, Silverfish and certain extent of flies and Mosquitoes.	2 months
4	Rodent control	Meant for controlling rat problem inside as well as outside the premises and safeguarding the important files, papers, Boxes, carpets, electrical and Telephone wiring, wooden ceiling, paneling, cardboards, raw materials etc. from rodent's damage. The SP shall visit regularly for changing and replacing the glue pads/bait-stickers & used glue pads should be disposed off outside the building.	3 months
5	Termite control	Termites are a group of insects that mostly feed on dead plant materials, with the ability to digest cellulose. Injecting termiticide into affected portions of the woodwork, Woodwork in contact with machinery for example, door frames, cabinets, cupboards etc. shall be treated by drilling and injecting termiticide at the points of contact. Through drilling holes at the junctions of the walls and the door and pumping chemicals through these holes, wherever necessary. The drilled holes are effectively sealed thereafter. The application of blanket spray and dusting wherever necessary	12 months
6	Vector control	Vector control is any method to limit or eradicate flying insects or other arthropods (here collectively called "vectors"). The service should be carried out for controlling mosquitoes, flies, fleas, and other flying insects.	3 months
7	Cockroach and Ant control	This will comprise removal and prevention of cockroaches and ants through baiting, gel based or spray treatment. The treatment should be carried out in kitchens/Pantries, washrooms, drains, sewers and other vulnerable areas.	3 months
8	Preconstruction anti termite Control	Pre-construction termite control, better known as Soil Treatment, is performed in the preliminary phase of construction of a property. This will form a chemical barrier between ground slab and masonry that will prevent the insects to approach the building. The treatment encompasses use of approved chemicals in water emulsion in foundation trenches for columns, plinth beams, plinth filling, at junction of walls and floor, in expansion joints etc.	2 years

in stages as detailed in this specifications and drawings.

S. N	Type of pest control	Description	Warranty Period for One time treatment
9	Pigeon & Birds control	Prevents Pigeon and bird's entry in the premises with the use of bird spikes and Anti bird net.	4 months
10	Monkey control	Prevention of Monkeys through netting and spikes installations	4 months
11	Fungus management	Anti-Fungal treatment which is designed to treat infestations in areas such as office cabins, upholstery, leather seats, other surfaces etc. with the use of permitted chemicals through spraying.	2 months
12	Weed management	Weeds causes cracks in walls and foundations leading to expensive repairs to home or apartments or offices. Weed management attempts to stop weeds, especially noxious weeds with the help of application of permitted weedicides. Treatment can be used effectively in household situations, bungalows and apartments.	6 months
13	Fumigation	Fumigation is a method of killing pests, termites or any other harmful living organisms to prevent transfer of exotic organisms. Normally, fumigation is done for wood material used for packing of goods to be exported. In some cases, empty container before stuffing of cargo is fumigated.	2 months
14	Bee management	Comprises of removal of hives and bees with the use of chemical sprays. The service includes destruction of nests and sealing opening for future prevention.	2 months
15	Pest proofing	The treatment involves closure of potential holes and cracks to prevent pest infestation. This would involve closure of all potential entry points of pests such as radiator pipes, plumbing system, or from a hole in the wall for maximum prevention.	3 months
16	Infection control	Infection control refers to surface sterilization to prevent airborne and viral diseases in a commercial or residential space. Treatment Involves deep cleaning, surface sterilization with disinfectants fogging solution	1 month

S. N	Type of pest control	Description	Warranty Period for One time treatment
17	Snake Control	Snake control is done by using a non-lethal chemical which acts as a repellent when applied on surfaces and the periphery of structures, creating a barrier to entry	1 month

## 5. Service Details and Standard

The level of service required is of the highest professional standard from the service provider. Hiring for this service would mean hiring for Pest and animal control services only. Delivery services shall include, but not necessarily be limited to the following:

- I. Performing Pest control services as per the kayakalp guidelines for pest control services
- II. Maintaining standards by using chemicals certified by only following bodies:
  - WHOPES (World Health Organization Pesticide Evaluation Scheme)
  - CIB (Central Insecticide board)
  - BIS (Bureau of Indian Standards)
- III. Details of chemicals should contain - Name of chemical, Name of company, Concentration, Chemical composition, Quantity consumed, Size of packing, Batch no, Manufacturing & expiry date
- IV. SP should maintain small stock of antidote while performing service
- V. There should be no open baiting
- VI. SP should adhere to periodicity of spraying chemicals
- VII. Inspection of quality by supervisors during the execution of service by the staff
- VIII. The service provider shall have all the necessary permits/licenses/clearances/certificates under the CIBRC and other applicable laws for providing this service.
- IX. The supervisor and workers should be certified and should have valid license to perform such service
- X. The service provider must ensure that all necessary measures are taken to ensure safety of furniture, structure and people within the premise where the service is performed.
- XI. The service provider should deliver the service within stipulated time frame as agreed in the contract. The delay in execution of service shall attract penalties.
- XII. A mandatory, detailed contingency plan(s)/evacuation plan in the event of overdose of chemical shall be provided by the Service provider.

## 6. Stakeholder's obligation

### 6.1. Buyers' obligation

- It is the responsibility of the buyer to mention the address, area and other specifications accurately to help SP understand the requirement.
- Buyer should provide free access to all parts of the premises for the purpose of inspection, treatment or surveillance and agree to ensure that all safety and treatment instructions are followed during and post treatment.
- To minimise pest incidence by carrying out in reasonable time those recommendations made by the pest control technician
- To provide access for Pest Control representatives to carry out its services at any reasonable time or as specified.
- The buyer should provide space for storage of chemicals/pesticides and other equipment's to the service provider, in case of maintenance contracts.
- The buyer should be available at the premise on the scheduled date and time slot of treatment. In case the buyer is not available on the scheduled date and time the contract shall be treated as cancelled.
- In case the buyer wishes to cancel/reschedule the appointment the same must be intimated to the SP 24 hours prior to the scheduled date.
- The buyer shall fill the inspection form after the completion of the treatment duly signed by the buyer with date.
- The buyer reserves the right to randomly draw samples of the insecticides utilised by the service provider for pest control, for tests in any govt. approved laboratory in case of doubts or complaints. The cost of such tests shall be borne by the operator.

### 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."

### 6.2. Service provider's obligation

- The service provider is obligated to attend your site or property, inspect the relevant area and treat the active habitat of the Relevant Pests the buyer has identified. The service provider should aim to either eradicate the pests or control them, depending on the type of pest, location and safety issues.
- The details of the technicians (including name and contact number) visiting the site should be shared with the buyer in advance.
- The service provider should issue identity badges (as per approved format) to all his technicians being engaged to carry out the work including the supervisor.
- The technicians visiting the site should identify themselves before commencing any work
- The service provider is obligated to explain to the buyer any precautions or safety measures to be taken during the treatment
- The service provider is obligated to use chemicals only certified by WHO, Central Insecticides Board and Bureau of Indian Standards (BIS)
- The service provider should be liable to pay damages as per the penalty clause of this SLA in case of any incidences.
- The service provider is obligated to offer free service in case of relapse of pests within the warranty period of the contract for one-time service. In case of maintenance contract,

the service provider should visit the premise to inspect and check the status of pest control treatment and ensure the area is free from pest/ animal during the entire maintenance contract period.

- The service provider shall maintain the record for all the inspections and the status. Besides maintaining written records, the date of the treatment and next due date shall also be indicated by the contractor through appropriate stickers in places such as in doorways/toilet area etc.
- In case of maintenance contracts, service provider is liable to store about one months' inventory of the chemicals in the storage space. The security of chemicals/records will be the responsibility of the service provider and the allotted space shall under no circumstance be used for any other purpose.
- The manpower and supervisor should be certified pest control professionals as per the industry standards

#### 7. Other Requirements

- The currency of the contract will be valid for one year or as per order from the date of commencement.
- The service provider shall at no time violate provisions of the Insecticides Act,1968 and Insecticides Rule 1971 and /or any other relevant laws and rules as framed by the Government of India, State Government or Local Bodies.
- The service provider will be responsible to dispose all insects / rodents and shall remove all chemicals by cleaning / dusting the area after performing pest control services.
- shall depute experienced persons for execution of job along with all material, machines and manpower.
- All the equipment (eg. trap boxes, Glue traps) and consumables (eg: Pesticide spray) required for the service will be provided by the service provider at no extra cost to the buyer department.
- The service provider would submit a monthly monitoring report as given in the Annexure A for 'Maintenance contracts' to the Buyer Department.
- For 'maintenance contract' the buyer shall have the right to inspect the premises serviced by the Service provider at any time of the contract period. The buyer may nominate a Quality Inspector (QI) to inspect the premise every month and submit observations (draft template in Annexure A). In case of any deficiencies found in the service provided pursuant to such inspection, the quality inspector shall discuss the same in their meeting with the service provider staff and address the same. In case the concerns of the buyer are not addressed within 15 days the buyer would have the right and authority to issue order and directions necessary, including the levy of penalty for the effective implementation of the services.
- To maintain the quality of service the contractor should maintain the following:
  - Records of application to be maintained
  - Emergency Calls to be recorded
- In one time contract the inspection form should be duly signed by the buyer once the service is completed. The buyer should rate the free of cost treatment for removal of pest/ animal as Good, average, poor on various parameters such as quality of staff, punctuality, application of pesticides, explanation of safety and precautionary measures, overall experience.
- The Pest Control Operations shall be done only by agencies, which have been approved by the Plant Protection Officers of the concerned State's agriculture department or Central Insecticides Board and Registration Committee (CIB & RC).The PPOs are available at the district /division level.
- The service providers should provide an attested copy of their license in the prescribed form with clear endorsement for permission to carry out commercial and domestic pest control. The license should not be only for selling, exhibiting and stocking insecticides. The license should be valid for entire duration of contract period.
- **Compliance of Labour Laws:** The treatment for removal of pest/ animal shall strictly comply with the provisions of the relevant and extent labor laws as applicable. The treatment for removal of pest/ animal will ensure compliance of contract labor (Regulation and Abolition) Act 1970/Rule 1971, Minimum Wages Act 1948/Rules 1950.The payment Wages Act,1936, Employees Provident Fund & Miscellaneous Provisions Act 1952, Employees State Insurance Act,1948, Child Labor (Prohibition and Regulation) Act,1986.
- **Methodology:** The free of cost treatment for removal of pest/ animal shall be required to use only those chemicals/pesticides that have been approved for the household purpose by CIB & RC under the provisions of Insecticide Rules 1971 framed under Insecticide Act 1968.

#### 7.1. Payment Terms :

- No advance payment in any case would be made.
- The payment terms shall be governed by the financial quotes submitted by the Service provider and accepted by the Buyer. However, the Buyer shall make the payment to the Service provider within 10 days from the date of submission of monthly invoice with supporting documents, complete in all respect towards the services rendered in the previous month by the Service provider.
- The prices quoted shall be complete covering all aspects. The price shall be inclusive of all consumables including cleaning chemicals, insecticides, pesticides, equipment and manpower required to provide service.Buyer shall also will have right to deduct penalties as per provisions of the contract.

#### 7.2. Breach of contract, Penalties and Termination of contract

In case of noncompliance of the standards of the services to be provided as per this agreement, the buyer would have liberty to levy such penalty and terminate the contract as per the conditions detailed out below. Breach of SLA is defined as performance lower than requisite performance in this Agreement. The following conditions shall specify breach of Contract and Buyer shall have the right to immediately terminate the Contract.

S.No.	Nature of Default	Description of default	Penalties			
			Maintenance contract			
			One-time contract	1 <sup>st</sup> Instance*	2 <sup>nd</sup> Instance	3 <sup>rd</sup> Instance
1	Delay in carrying out 'Type of Service' specified	Delay beyond 48 hrs.	5% Of service cost	2% of service cost	3% of service cost	5% of service cost
2	Failure to deliver pest control services	Service not provided	NA	3% of service cost	5% of service cost	Termination of contract
	User of chemicals					

3	not certified by WHO/ CIB/ BIS	--	No payment to be made for treatment conducted	No payment to be made for treatment conducted and Termination of contract
4	Breach of warranty or relapse during maintenance contract	Relapse within warranty period for one time / relapse before next scheduled treatment for maintenance contract	Free of cost treatment for removal of pest/ animal	1% of service cost plus free of cost treatment for removal of pest/ animal 2% of service cost plus free of cost treatment for removal of pest/ animal 3% of service cost plus free of cost treatment for removal of pest/ animal
5	Structural damage to property	Damage to property such as door, walls or any other structure during carrying out service	10% of service cost	Amount of charges to repair damage plus 2% of service cost Amount of charges to repair damage plus 3% of service cost

## 8. Service Tracking

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

### 8.1. Logbook

- i. The service provider shall update the logbook on the GeM portal as per the logbook process flow.
- ii. Once the service provider updates the logbook online, the Buyer shall either accept or reject these entries within the prescribed time lime. The buyer will also record the any service non delivery or non-performance issues, and subsequent penalties Failure to take action on logbook entries updated by service provider shall be deemed as accepted.
- iii. 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.

### 8.2. Service Performance and Feedback

i. 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 any employee of the service provider in 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.

## 9. Payment Terms

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

Some notable points under payment terms are-

### 9.1. Payment Condition

- i. The payment shall be made as per the financial quotes submitted by the service provider and accepted by the Buyer.
- ii. No advance payment shall be made to the service provider.
- iii. 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

- i. Payment shall be made once the service provider submits the invoice for the same as per the prescribed process flow.
- ii. 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

- i. Payment shall be made only after submission of invoices, logbook, service feedback, non-submission of the same may lead to delay/ deduction in payment.
- ii. All the penalties/ fine/ interest (if applicable) will be settled before making the payments. 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 service delivery period some conditions may occur when the Buyer and/ or may require to amend the Agreement, some of such conditions may be as followed-

- i. *Amendment of the Contract after 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, cause, evidence and nature of such effect shall be notified to the other party.
- ii. *Amendment in statutory variations:* All statutory variations leading to increase in the cost of the contract will be debited to the buyer accounts.
- iii. *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 contract value.

## 11. 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:

- i. *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.
- ii. *Breach of contractual obligations:* Any incidents considered as the 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 if, the breaches a material provision of this Contract where that breach is not capable of remedy; or if the

breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so.

iii. *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.

**Annexure A: Quality checklist for Inspection by Quality Inspector (maintenance contract)**

Name of the Buyer	
Name of Service Provider	
Address of Property	
Type of pest control performed	Type of pest control treatment to be mentioned
Inspected on	Date to be mentioned in DD/MM/YY format
Inspected by	Name of Quality Inspector
	Yes/No (if yes, describe issue)
Are there any notable issues within the premise	Describe issue
	Attach photographs
Completed	Yes/No
Based on the findings found during the inspection, Is the property Pest free?	Yes/No
	(in case of No, Inspector will explain the issues. Basis which service provider will be prompted to take corrective measures)
Signature of QI with date time and seal	

**ईपीबीजी विवरण | ePBG Detail**

NA

**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

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

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