

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687768047373

अनुबंध तिथि | Contract Generated Date : 13-Mar-2024

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्ररूप   Type : State Government मंत्रालय   Ministry : - विभाग   Department : Labour and Employment Department Gujarat संगठन का नाम   Organisation Name : Directorate of Employment & Training कार्यालय क्षेत्र   Office Zone : Det	पद   Designation : PRINCIPAL संपर्क नंबर   Contact No. : 079-22810638- ईमेल आईडी   Email ID : con1.iti.kuberngr@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address : GOVT. INDUSTRIAL TRAINING INSTITUTE, KUBERNAGAR, PO-KUBERNAGAR, NEAR -RAILWAY CROSSING, OPP. GALAXY CINEMA, TA- AHMEDABAD CITY, DI - AHMEDABAD, AHMEDABAD, GUJARAT-382340, 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 : PRINCIPAL वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : PRINCIPAL	Role: BUYER भुगतान का तरीका   Payment Mode: Offline पद   Designation : PRINCIPAL ईमेल आईडी   Email ID : con1.iti.kuberngr@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address : GOVT. INDUSTRIAL TRAINING INSTITUTE, KUBERNAGAR, PO-KUBERNAGAR, NEAR -RAILWAY CROSSING, OPP. GALAXY CINEMA, TA- AHMEDABAD CITY, DI - AHMEDABAD, Ahmedabad, GUJARAT-382340, India

परोक्षिती विवरण   Consignee Details	सेवा विवरण   Service Description
क्र.सं.   S.No परोक्षिती नाम & पता   Consignee Name & Address 1 संपर्क   Contact : 079-22810638- ईमेल आईडी   Email ID : con1.iti.kuberngr@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address : GOVT. INDUSTRIAL TRAINING INSTITUTE, KUBERNAGAR, PO- KUBERNAGAR, NEAR -RAILWAY CROSSING, OPP. GALAXY CINEMA, TA- AHMEDABAD CITY, DI - AHMEDABAD, AHMEDABAD, GUJARAT-382340, India	Printing and Photocopying Service - Printing; Offsite; Not Applicable; Not Applicable; Not Applicable; Paper to be provided by service provider; A3 (29.7 x 42.0); 75-85; IPAPPM; Monochrome

सेवा प्रदाता विवरण   Service Provider Details
जेम विक्रेता आईडी   GeM Seller ID : NXJ4220006787870 कंपनी का नाम   Company Name : HASTI ENTERPRISE संपर्क नंबर   Contact No. : 07984920516 ईमेल आईडी   Email ID : hastient2022@gmail.com पता   Address : GROUND FLOOR-1, SHYAM SHUKAN RESIDENCY,, PDPU ROAD NR. BHAIJPURA PATIYA, RAYSAN GANDHINAGAR, (PAN NO : EIYPA5147J), Ahmedabad, GUJARAT-382421, - एमएसएमई पंजीकरण संख्या   MSME Registration number : - जीएसटीआईएन   GSTIN: NA

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

## सेवा विवरण | Service Details

सेवा प्रारंभ दिनांक (नवीनतम) | Service Start Date (latest by): 16-Mar-2024 सेवा समाप्ति तिथि | Service End Date : 15-Apr-2024

श्रेणी नाम | Category Name : Printing and Photocopying Service

विवरण   Description	Estimated Number of Pages per month	Price Per 100 Page
Type of Service Required	Printing	
Installation of Machine	Offsite	
Number of Working Days in a week	Not Applicable	
Shift for Operating Machine	Not Applicable	
Operator	Not Applicable	
Paper	Paper to be provided by service provider	
Size of Paper( In CM)	A3 (29.7 x 42.0)	
Paper Thickness in GSM	75-85	

Brand of Paper	IPAPPM	800	700
Colour Type	Monochrome		
Capacity of the machine for dispensing the pages per day	Not Applicable		
Resolution (DPI)	300		
Age of Machine	Not Applicable		
Buyer will pay for Electricity Bill	Not Applicable		
Cartridge	To be provided by Service Provider		
Number of months within contract period	1		
Number of bunches/booklets to be spiral bound	12		

<b>कुल राशि (सूत्र)   Total Amount (Formula) :</b> ( Price Per 100 Page*Estimated Number of Pages per month*Number of months within c ontract period/100 )	
ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)	5600
<b>विवरण जोड़े   Add On Description</b>	
Spiral Binding Required (Per Unit Price)	60
ऐडऑन मूल्य   Addon Value ( Addon Price*Number of bunches/booklets to be spiral binded )	720
कुल ऐडऑन मूल्य   Total Addon Value(INR)	720
ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)	6320.00
<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)	6320

<b>एसएलए विवरण   SLA Details</b>	
<p><b>SERVICE STC</b></p> <p><b>SPECIAL TERMS AND CONDITIONS FOR</b></p> <p><b>Photocopying and Printing Service</b></p>	
<b>1 Preamble</b>	
<p>This Agreement represents the Special Terms and Conditions (STC) and the Service Level Agreement (SLA) between the Buyer and Service provider. The purpose of this Agreement is to facilitate implementation of Photocopying and Printing Services for the use of 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 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 Agreement between Buyer and Service Provider.</p>	
<b>2 Objectives and Goals</b>	
<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>1. Provide clear reference to service ownership, accountability, roles and responsibilities of both parties;</li> <li>2. Present a clear, concise and measurable description of services offered to the Buyer;</li> <li>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;</li> <li>4. 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>	
<b>3 PARTIES TO THE AGREEMENT</b>	
<p>The main stakeholders associated with this agreement are below-</p> <ol style="list-style-type: none"> <li>1. <b>Buyer:</b> Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed</li> <li>2. <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>	
<b>4 SCOPE OF SERVICES</b>	
<p>Photocopying and Printing Service shall be provided end-to-end by the Service Provider along-with cost effective solutions and services to photocopy or print a wide variety of documents and any other paper based demand.</p> <p>The scope of the service requires the Service Provider to provide the Photocopying and Printing Services to the Buyer as per the specifications stipulated by the Buyer. It shall be the obligation of the Service Provider to provide services according to the following parameters:</p>	
<b>i) Type of Service Required</b>	

- a) Printing
- b) Photocopying

**ii) Installation of Machine:**

This shall provide the Buyer to choose the place of installation of the machine:

- a) Onsite
- b) Offsite

**iii) Number of working days in a week:**

Option to choose from days of operation of the machine in a week as per Buyer's needs.

**iv) Shift of Operating Machine:**

Option to choose for number of shift of operation required in a day.

**v) Operator:**

Buyer will have the option to choose if they require an operator or not.

**vi) Paper:**

Option to choose if the service is required including paper.

**vii) Size of The Paper (In CM):**

Option to choose the size of the paper from ~40+ variants.

**viii) Thickness Of Paper In GSM**

The term GSM refers to the substance weight of paper, relating to an area of paper that remains constant, irrespective of sheet size and expressed as grams per square metre. The field provides option to choose thickness of paper.

**ix) Colour Type**

Options to choose the content colour type.

**x) Estimated number of pages per day:**

Buyer to indicate an estimated number of pages to be photocopied/ printed in day.

**xi) Resolution (DPI)**

DPI is used to describe the resolution number of dots per inch. Buyer have the option to choose the DPI required.

**xii) Age of the Machine:**

Buyer can choose from the option of the age of the machine they require.

**xiii) Brand of Paper:**

Buyer can indicate the brand of paper they require. Such factors shall be included for the final price/ invoice by the Service Provider.

**xiv) Cartridge:**

Buyer to indicate if they will pay for the cartridge. Such factors shall be included for the final price/ invoice by the Service Provider.

**xv) Buyer to pay for electricity:**

Buyer can mention if they will pay for the electricity consumed. Such factors shall be included for the final price/ invoice by the Service Provider.

**xvi) Add-On of spiral binding** is also available with the service and can be procured along with the procured along the service.

**4.1 Service Details and Standards**

1. All the photocopying or printing should be of desired quantity and quality. Any shortfall will attract penalty.
2. The order should be aligned to the specifications chosen by buyer. The quality of material should not deviate from what is chosen by the buyer

**4.2 Defined Timelines**

1. Since, timely delivery is the biggest essence of the contract, the Service Provider shall ensure that the number copies mentioned by the buyer is done within stipulated time.
2. Any kind of delay in delivery penalties.

**4.3 Service Assumptions**

1. 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.
2. The Service Provider at his/ her own cost will arrange all the equipment(s), materials (in case of photocopying/printing with material), and other things/ services etc. necessary for photocopying/printing depends on the type of photocopy/print (with or without material).

**5 SERVICE PROVIDER'S OBLIGATION**

1. Service Provider shall ensure the level of service delivered is of the highest professional standard and shall ensure full compliance to the terms and conditions of the contract.
2. The Service Provider shall conduct photocopying/ printing of documents 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 photocopy/print and deliver the work in clear and legible type, form and style and with other fit and proper material in good and workmanlike manner, and by the process specified, and where sample is supplied, in accordance therewith.
4. The Service Provider shall, whenever called upon to do so, give full particular and information with regard to any work in hand and shall also permit an official deputed by the Buyer to inspect 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.
5. The Service Provider will not disclose information, Confidential or otherwise relating to Buyer, it might have or get access to and which may affect the reputation of the Organization, any time to other parties.
6. Service Provider shall ensure that all information, data and or documents given to them by the Buyer are kept confidential. The entire work of photocopying/printing are entrusted to the Service Provider under trust and hence any leakage of information or passing of the information for any commercial purpose/exploitation or any other purpose whatsoever shall amount to committing an offence of stealing and criminal breach of trust liable for criminal prosecution.
7. No documents shall be allowed to be taken or transmitted outside the Buyers premises without written permission from buyer, in any manner what so ever. No employee of Service Provider shall share any documents or information relating to it to any outside unauthorized person. Violation of the will render immediate termination of contract and no payments will be made to the Service Provider along with forfeiture of Performance Security. Service Provider shall be wholly responsible in case of failure and will be liable to be prosecuted under the jurisdiction of the local court.
8. The service provider shall be responsible for ensuring compliance with the provisions related to Labour Law [Central/State] and specially Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour [R&A] Act, Workmen Compensation Act, etc. as applicable from time to time. The employees of the Service

Provider shall not be deemed to be employees of the Buyer; hence the compliance of the applicable acts/ laws will be the sole responsibility of the service provider.

## 6 BUYER'S OBLIGATIONS

1. Buyer shall provide adequate space with electricity connection and access to the authorized personnel of the Service Provider to work in the specified area. Buyer shall also nominate a Nodal officer from its organization to coordinate with Service Provider to set up the photocopying/printing service.
2. Buyer shall nominate officer (department/unit/cell wise) who will hand over the records to be photocopied or printed to the authorized person(if availed) of the Service Provider and also take back the same.
3. Buyer shall nominate officer (department/unit/cell wise) to receive and verify the quality and quantity of the photocopied or printed records. Such officers may be authorized to verify Service Provider's invoices / bills /claims and to issue receipts certificate (CRC) to enable the payment to the Service Provider.
4. Buyer shall nominate officer (department/unit/cell wise) to verify the violation of any conditions of the service level agreement (SLA) and impose penalty/deduction if any from the Service Provider's claims.
5. Buyer shall ensure that the authorized personnel should check the logbook each day and should verify the same.
6. 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 quality of service delivery in time bound manner, effective service tracking helps in analysing Service Provider'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.

### 7.1 Logbook

1. The Service Provider shall maintain a logbook which should be signed by the buyer to verify the materials delivered to the Buyer.
2. The Service Provider can raise an issue against the rejection of any entry by the buyer within prescribe 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 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.

## 8 PENALTIES AND FINE

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 Service Level Agreement as mentioned below:

The party should guarantee minimum 90% availability (uptime) for the machines on monthly basis. Machine downtime will be reckoned only during the working hours. If desired quality of photocopy or print is not done from the machine it will also be calculated as downtime till it is not addressed. For example, working hours is 10.00 hours to 17.00 hours (7 hours) of working day. For example, if the down time starts at 12.00 hours on a day and extends up to 11.00 hours the following working day, the downtime would be calculated as below :-

From 12.00 hours to 17.00 hours on the first day = 5.00 hours

From 10.00 hours to 11.00 hours on the second day = 1.00 hours

Total down time = 6.00 hours.

The downtime period will start from the time and date of reporting the complaint to the party. The availability percentage will be calculated. Penalty will be imposed on pro-rata basis, if the availability falls below 90%. Thus:-

**Penalty =  $(90\% - \text{Actual availability}\%) \times (\text{Bill Amount})$**

90%

Actual availability percentage or each machine will be calculated as follows:-

Actual availability =  $(\text{No of working days in the month} \times \text{Working hours}) - (\text{Downtime hours during the month}) \times 100 / (\text{Number of working days in the month} \times \text{Working hours})$

## 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

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.

**Payment Calculation shall be as under:**

Payment =  $(\text{Number of pages photocopied/printed during the billing cycle} \times \text{rate per 100 page}) / 100 - (\text{applicable penalty as detailed})$

### 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 penalties/ fine/ interest (if applicable) will be settled before making the payments. Service Provider shall not have any objection on the same.
3. 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 Service Provider may require to amend the Agreement, some of such conditions may be as followed-

1. *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.
2. *Amendment in statutory variations:* All statutory variations leading to 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 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:

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.
2. *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 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 30 days after receiving notice requiring it to do so.

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

**Calculation of Service Formula:**  $\text{Cost} * \text{Quantity} * \text{Number\_of\_months\_within\_contract\_period} / 100$

This service works on cost per 100 pages multiplied by Estimated Number of Pages per month multiplied by Number of months within contract period/100

### 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.