

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687790679073

अनुबंध तिथि | Contract Generated Date : 14-Mar-2024

<b>संगठन विवरण   Organisation Details</b>	<b>खरीदार विवरण   Buyer Details</b>
प्ररूप   Type : State Government	पद   Designation : ACMO SHAMLI
मंत्रालय   Ministry : -	संपर्क नंबर   Contact No. : 8279-792653-
विभाग   Department : Medical Health and Family Welfare Department Uttar Pradesh	ईमेल आईडी   Email ID : buycon47.mhfwdup.up@gembuyer.in
संगठन का नाम   Organisation Name : N/A	जीएसटीआईएन   GSTIN : -
कार्यालय क्षेत्र   Office Zone: Cmo Office Shamli	पता   Address : Purvi Yamun Nahar, Near Village Mundet, District Shamli, Shamli, UTTAR PRADESH-247776, India

<b>वित्तीय स्वीकृति विवरण   Financial Approval Detail</b>	<b>भुगतान प्राधिकरण विवरण   Paying Authority Details</b>
आईएफडी सहमति   IFD Concurrence : No	Role: BUYER
प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval: CMO	भुगतान का तरीका   Payment Mode: Offline
वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval: CMO SHAMLI	पद   Designation : ACMO SHAMLI
	ईमेल आईडी   Email ID : buycon47.mhfwdup.up@gembuyer.in
	जीएसटीआईएन   GSTIN : -
	पता   Address: Purvi Yamun Nahar, Near Village Mundet, District Shamli, PRABUDH NAGAR, UTTAR PRADESH-247776, India

**परोक्षिती विवरण | Consignee Details**

क्र.सं.   S.No	परोक्षिती नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description
1	संपर्क   Contact : 8279-792653- ईमेल आईडी   Email ID : buycon47.mhfwdup.up@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address : Purvi Yamun Nahar, Near Village Mundet, District Shamli, Shamli, UTTAR PRADESH-247776, India	Non Paper Printing Services - Quantity Based - Flex & Banners; Digital; Plastic

<b>सेवा प्रदाता विवरण   Service Provider Details</b>
जेम विक्रेता आईडी   GeM Seller ID : 4UFS230009687249
कंपनी का नाम   Company Name : DARSHAN INDUSTRIES
संपर्क नंबर   Contact No. : 09105795424
ईमेल आईडी   Email ID : darshanindustriessml@gmail.com
पता   Address : 00,LAL KOTHI BACK,GAGAN VIHAR,Gagan Vihar, Shamli, Muzaffarnagar, UTTAR PRADESH-251001, -
एमएसएमई पंजीकरण संख्या   MSME Registration number : -
जीएसटीआईएन   GSTIN: 09DECPG3127R1Z5

\*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): 17-Mar-2024

सेवा समाप्ति तिथि | Service End Date : 20-Mar-2024

श्रेणी नाम | Category Name : Non Paper Printing Services - Quantity Based

बिलिंग चक्र | Billing Cycle: weekly

विवरण   Description	Required quantity(in Numbers)	Rate per unit
Product of Printing	150	1999.84
Type of Printing		
Material		
Printing Content		
Orientation		
Design		
Dimensions		
Thickness		
Finishing		
Colour of Nameplate		
Type of Lettering		
Color of Lettering		
Mounting/ Installation Type		

Frame	Without Frame	
Eyelets	Not Required	

कुल राशि (सूत्र) | Total Amount (Formula) :  
(Required quantity(in Numbers)\*Rate per unit)

ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)	299976
कुल ऐडऑन मूल्य   Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)	299976.00
<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)	299976

#### एसएलए विवरण | SLA Details

### Service Level Agreement

#### Non-Paper Printing Services - Quantity Based

#### 1 Agreement Overview

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 Non-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.

The Services contracts placed through GeM shall be governed by the following set of Terms and Conditions:

1. General terms and conditions for services;
2. Service Specific STC of the Services contracts shall include the Service Level Agreement (SLA) for the Service;
3. BID / Reverse Auction specific ATC.

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 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.

#### 2 Objectives and Goals

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:

1. Provide clear reference to service ownership, accountability, roles, and responsibilities of both parties;
2. Present a clear, concise, and measurable description of services offered to the buyer;
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;
4. To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons

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 with the same. The Agreement can also be revised/ modified on mutual consent of the stakeholders.

#### 3 Parties to the Agreement

The main stakeholders associated with this agreement are below-

1. **Buyer:** The buyer is responsible to provide clear instructions, approvals, and timely payments for the services availed
2. **Service Provider:** 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

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.

#### 4 Scope of Services

The scope of "Non-Paper-based Printing Service" is to print a wide variety of products like Plastic flex, standees, cloth flex, plastic banner, cloth banner, signage, nameplates, etc. of the specified number on/ of required dimensions.

##### a. Flexes and Banners

Flexes and banners are digitally printed ubiquitous communication mediums. It is most widely used for outdoor advertising as it is flexible, durable, economical, and reusable. Printed Flex and Banners are durable, fade-resistant, and tear-resistant materials that can be used for outdoor as well as indoor advertising and imparting information. Printed flex banners can be used in hoardings, events, exhibitions, etc. for pasting or hanging with eyelets. It has to be applied externally.

##### b. Signages

Signage is the design or use of signs, letters, and symbols to communicate a message, or information to the public or a specific group, usually for the purpose of marketing or information. Some of the most frequently used signages are 'Exit', 'Toilets', 'Entry Restrictions', 'No Smoking', 'Corridor Directions', etc

##### c. Nameplates

It is an engraved plate with letters, attached to something and bearing the name of the owner, position, occupier, maker, or the thing itself. Some of the most frequently used nameplates are 'official names with designations', 'meeting room names', 'conference room names', etc.

#### **d. Cards**

A card is usually a rectangular piece of stiff paper, thin pasteboard, or plastic for various uses, such as to write information on or printing as a means of identifying the holder.

The scope of the service requires the Vendor to provide the Non-Paper Based Printing Services to the Buyer as per the specifications stipulated by the Buyer. It would be the obligation of the Vendor to provide services according to the following parameters:

1. Material
2. SurroundingFrame
3. Finishing
4. Design
5. Mounting/ InstallationType
6. PrintingContent
7. Language ofText
8. Type of lettering
9. Max Limit of characters
10. Colour of lettering
11. Colour ofNameplate
12. Dimensions (in cm)
13. Thickness (in mm)
14. Lamination
15. Size(Dimensions)
16. Orientation
17. The thickness of Flex (in GSM)
18. Type ofPrinting

#### **4.1 Service Details and Standards**

1. All the printed orders should be of the desired quantity. Any shortfall in numbers will attract a penalty.
2. 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

#### **4.2 Defined Timelines**

1. Since timely delivery is one of the most important aspects of this service contract, the Service Provider shall ensure that the order should be delivered as per the timelines defined in the purchase order.
2. Any kind of delay in the delivery of printed orders shall attract deductions.

#### **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.

### **5 Service Provider's Obligation**

1. The Service Provider shall ensure the level of service provided is of the highest professional standard and shall ensure full compliance with the terms and conditions of the contract.
2. The Service Provider at his/ her own cost shall arrange all the equipment(s), materials (in case of printing with the material), and other things/ services, etc. necessary for printing. The Buyer shall provide only the manuscript (both hard and soft copies).
3. The Service Provider shall do the printing 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.
4. The Service Provider shall, whenever called upon to do so, give full particular 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.
5. Design should be given by Service Provider based on the Buyer's requirement. The Service Provider shall provide a sample copy with the final 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. The service provider shall be responsible for ensuring compliance with the provisions related to Labour Law [Central/State] and especially 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 compliance with the applicable acts/ laws will be the sole responsibility of the service provider.

### **6 Buyer's Obligations**

1. The Buyer Department may choose to provide a specimen in the form of a hard/soft copy indicating the rough layout of tables/graphs/text matters etc. to give an idea of general get up etc. This is, however, not to be treated as a sample.
2. Materials (content etc) provided for printing by Buyer shall be rigorously verified for authenticity, clearness, and legibility before being handed over to Service Provider.

### **7 Service Tracking**

Tracking of services ensures the quality of service delivery in 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.

#### **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 shall thereafter upload the logbook on the GeM portal as per the logbook process flow.
3. Once the service provider updates the logbook online, the Buyer shall either accept or reject these entries within the prescribed time limit. The buyer will also record any incident of non-delivery or non-performance issues, and subsequent deductions shall be levied. Failure to take action on logbook entries updated by the service provider shall be deemed acceptable to all.
4. The Service Provider can raise an issue against the rejection of any entry by the buyer within the timelines of such rejection with the designated representative of the buyer.

#### **7.2 Service Performance and Feedback**

- 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 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 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.

- Cumulative penalties reach 10% of the contract value
- Subcontracting or outsourcing of the contract, in part or whole

Deductions shall be levied on the Vendor, for the violation of the Service Level Agreement of the Contract as mentioned below

#	Nature of Default	Description of default	Penalty
	<b>Damaged Goods</b>		
	a. Damage of up to 25% of the order (by volume)		2% of the contract value
1	b. Damage from 25%-50% of the order (by volume)	Any kind of damage/ destruction of printed material and/or Damage of product during logistics.	3% of the contract value
	c. Damage of more than 50% of the order (by volume)		4% of the contract value or the option to terminate the contract
2	Delay in Delivery	Delay in delivery of the order. Order not received at the desired location on time, as specified.	0.5% per week. Cumulative every week.
	<b>Printing not as per Buyer's specifications</b>		
	Defects of up to 25% of the order (by volume)		3% of the contract value
3	Defects from 25% - 50% of the order (by volume)	Low quality of material, printing, Errors in content, Printing not according to Buyer's specifications, ex: Improper Logo, Pictures, Color shades, poor quality of photographs and images, improper binding and finishing, or any variation to the approved sample, etc	5% of the contract value
	Defect of more than 50% of the order (by volume)		Option to terminate the contract
	<b>Non-supply of complete order (Shortfall)</b>		
	a. Up to 25% of the order		3% of the contract value
4	b. from 25% - 50% of the order	The quantity of order supplied is less than ordered.	5% of the contract value
	c. more than 50% of the order		7% of the contract value or the option to terminate the contract the contract

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

## 9 Payment Terms

- The Payment procedure as specified in the General Terms and Conditions (GTC) of GeM will be applicable.
- Payment schedule to be as per payment terms specified in bid document/ATC by the buyer.

## 10 Formula Used

Total Contract Value = Rate \* Quantity

Where,

Rate = Rate per Unit quoted by Service Provider in the bid

Quantity = Number of Units required by the buyer as mentioned in the bid document

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.