

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687731478181

अनुबंध तिथि | Contract Generated Date : 17-Mar-2024

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्ररूप Type : Central Autonomous मंत्रालय Ministry : Ministry of Education विभाग Department : Department of School Education and Literacy संगठन का नाम Organisation Name : KENDRIYA VIDYALAYA SANGATHAN कार्यालय क्षेत्र Office Zone : Kendriya Vidyalaya Gangrani Kushinagar	पद Designation : SSA संपर्क नंबर Contact No. : 05564-297047- ईमेल आईडी Email ID : buyer-2285@kvs.gov.in जीएसटीआईएन GSTIN : 09ALDK01730B1DR पता Address : Kendriya Vidyalaya Gangrani Kushinagar , Village- Gangrani Post- Horlapur Tahsil- Padarauna, District-Kushinagar, Uttar Pradesh, PIN 274303, KUSHINAGAR, UTTAR PRADESH-274303, 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: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : PGT ईमेल आईडी Email ID : p.authority-2285@kvs.gov.in जीएसटीआईएन GSTIN : - पता Address : Kendriya Vidyalaya Gangrani Kushinagar , Village- Gangrani Post- Horlapur Tahsil- Padarauna, District-Kushinagar, Uttar Pradesh, PIN 274303, Kushinagar, UTTAR PRADESH-274303, India

परेषिती विवरण Consignee Details		
क्र.सं. S.No	परेषिती नाम & पता Consignee Name & Address	सेवा विवरण Service Description
1	संपर्क Contact : 05564-297047- ईमेल आईडी Email ID : buyer-2285@kvs.gov.in जीएसटीआईएन GSTIN : 09ALDK01730B1DR पता Address : Kendriya Vidyalaya Gangrani Kushinagar , Village- Gangrani Post- Horlapur Tahsil- Padarauna, District-Kushinagar, Uttar Pradesh, PIN 274303, KUSHINAGAR, UTTAR PRADESH-274303, India	Non Paper Printing Services - Area Based - Flex & Banners; Digital; Sunboard

सेवा प्रदाता विवरण Service Provider Details	
जेम विक्रेता आईडी GeM Seller ID : 4971200001070603 कंपनी का नाम Company Name : M/S VIVEK PUBLICATION संपर्क नंबर Contact No. : 08318596377 ईमेल आईडी Email ID : sushila.vivekpublication@gmail.com पता Address : PLOT NO 6, GOVT INDUSTRIAL ESTATE, PADRAUNA, PADRAUNA, Kushinagar, UTTAR PRADESH-274304, - एमएसएमई पंजीकरण संख्या MSME Registration number : - जीएसटीआईएन GSTIN: 09ALQPM0253L1ZO	

*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): 24-Mar-2024 सेवा समाप्ति तिथि | Service End Date : 28-Mar-2024

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

बिलिंग चक्र Billing Cycle: weekly		
विवरण Description	Total Area to be printed (only in square meter)	Rate per Square meter
Product of Printing	Flex & Banners	
Type of Printing	Digital	
Material	Sunboard	
Printing Content	Text + Logo	
Orientation	Horizontal	
Design	Rectangle	
Dimensions	8ft x 4ft	
Thickness	5 mm	33
Finishing	Synthetic Coated	750
Colour of Nameplate	White	

Type of Lettering	Embossed
Color of Lettering	Red
Mounting/ Installation Type	Hanging
Frame	Without Frame
Eyelets	Not Required

कुल राशि (सूत्र) | Total Amount (Formula) :
(Total Area to be printed (only in square meter)*Rate per Square meter)

ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)	24750
कुल ऐडऑन मूल्य Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)	24750.00

अनुबंध की राशि | Amount of Contract

सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)	24750
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एसएलए विवरण | SLA Details

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 implementation of Non-Paper Based 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.

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

- General terms and conditions for Services;
- Service Specific STC of the Services contracts shall include the Service Level Agreement (SLA) for the Service;
- 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 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:

- Provide clear reference to service ownership, accountability, roles and responsibilities of both parties;
- Present a clear, concise and measurable description of services offered to the Buyer;
- 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;
- 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 by 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-

- Buyer:** Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed
- Service Provider:** 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

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 specified number on/ of required dimensions.

a. Flexes and Banners

Flexes and banners are a digitally printed ubiquitous communication medium. It is most widely used for outdoor advertising as it is flexible, durable, economical and reusable. Printed Flex and Banners are a durable, fade-resistant and tear resistant material which 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, information to public or a specific group, usually for the purpose of marketing or information. Some of the most frequently used signages are of '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 of 'official names with designations', 'meeting room names', 'conference room names', etc.

d. Cards

Card is usually a rectangular piece of stiff paper, thin pasteboard, or plastic for various uses, as to write information on or printed 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:

- a. Material
- b. Surrounding Frame
- c. Finishing
- d. Design
- e. Mounting/ Installation Type
- f. Printing Content
- g. Language of Text
- h. Type of Lettering
- i. Max Limit of Characters
- j. Colour of Lettering
- k. Colour of Nameplate
- l. Dimensions (in cm)
- m. Thickness (in mm)
- n. Lamination
- o. Size (Dimensions)
- p. Orientation
- q. Thickness of Flex (in GSM)
- r. Type of Printing

4.1 Service Details and Standards

- i. All the printed order should be of desired quantity. Any shortfall in numbers will attract penalty.
- ii. 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

Since, timely delivery is one of the most important aspect of this service contract, the Service Provider shall ensure that the order should be delivered as per the timelines defined in purchase order.

Any kind of delay in delivery of printed order shall attract penalties.

4.3 Service Assumptions

- i. 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

- i. Service Provider shall ensure the level of service provided is of the highest professional standard and shall ensure full compliance to the terms and conditions of the contract.
- ii. The Service Provider at his/ her own cost shall arrange all the equipment(s), materials (in case of printing with material), and other things/ services etc. necessary for printing. The Buyer shall provide only manuscript (both hard and soft copies).
- iii. 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.
- iv. 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 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.
- v. Design should be given by Service Provider based on the Buyer's requirement. Service Provider shall provide sample copy with the final design to Buyer before proceeding with the printing of complete assignment. Service Provider should clearly work as per detailed layout design, font size, style, colour, alignment, spacing, pagination, etc.
- vi. 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

- i. 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 sample.
- ii. Materials (content etc) provided for printing by Buyer shall be rigorously verified for authenticity, clearness and legibility before being handed over to Service Provider.

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 analyzing 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 both Buyer and Service Provider.

7.1 Logbook

- i. The Service Provider shall maintain a logbook which should be signed by the buyer to verify the materials delivered to the Buyer.
- ii. The service provider shall thereafter update the logbook on the GeM portal as per the logbook processflow.
- iii. 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 penalties shall be levied. Failure to take action on logbook entries updated by service provider shall be deemed as accepted to all.
- iv. The Service Provider can raise an issue against the rejection of any entry by the buyer within timelines of such rejection with the designated representative of the Buyer.

7.2 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.

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 Buyer shall have the right to immediately terminate the Agreement.
 - a. Cumulative penalties reach 10% of the contractvalue
 - b. Subcontracting or outsourcing of the contract, in part orwhole
- Penalties shall be levied on the Vendor, for the violation of Service Level Agreement of the Contract as mentioned below

#	Nature of Default	Description of default	Penalty
1.	Damaged Goods	Any kind of damage/ destruction of printed material and/or Damage of product during logistics.	
	a. Damage of upto 25% of the order (by volume)		i. 2% of the contract value
	b. Damage from 25%-50% of the order (by volume)		ii. 3% of the contract value
	c. 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. Order not received at the desired location on time, as specified.	0.5% per week. Cumulative every week.
3.	Printing not as per Buyer's specifications	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	
	a. Defect of upto 25% of the order (by volume)		a . 3% of the contract value
	b. Defect from 25% - 50% of the order (by volume)		b . 5% of the contract value
	c. Defect of more than 50% of the order (by volume)		c . Option to terminate the contract
	Non supply of complete		

	order (Shortfall)		
	a. Upto 25% of the order	The quantity of order supplied is less than ordered.	a . 3% of the contract value
	b. from 25% - 50% of the order		b . 5% of the contract value
4.	c. more than 50% of the order		c. 7% of the contract value or Option to terminate 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 for cancellation of the contract.

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.

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.

Payment Calculation shall be as under:

Total Cost = [Number of order printed (total quantity) * rate per order (single quantity) - applicable penalty as detailed below]

9.2 Payment Cycle

- i. Payment shall be made once the services are delivered, and the Service Provider submits the invoice for the same.
- 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. 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 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 following:

- 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 Service Provider if, the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy; or if 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.
- 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.

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.