

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687740256920

अनुबंध तिथि | Contract Generated Date : 08-Apr-2024

<b>संगठन विवरण   Organisation Details</b>	<b>खरीदार विवरण   Buyer Details</b>
प्ररूप   Type : Central Government	पद   Designation : SECTION OFFICER
मंत्रालय   Ministry : Ministry of Consumer Affairs Food and Public Distribution	संपर्क नंबर   Contact No. : 011-23386010-
विभाग   Department : Department of Food and Public Distribution	ईमेल आईडी   Email ID : singh.manoj@nic.in
संगठन का नाम   Organisation Name : N/A	जीएसटीआईएन   GSTIN : -
कार्यालय क्षेत्र   Office Zone: Department	पता   Address : Room No. 44-A, Deptt. of Food & Public Distribution, Krishi Bhawan, New Delhi- 110001, NEW DELHI, DELHI-110001, India

<b>वित्तीय स्वीकृति विवरण   Financial Approval Detail</b>	<b>भुगतान प्राधिकरण विवरण   Paying Authority Details</b>
आईएफडी सहमति   IFD Concurrence : Yes	Role: DDO
प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval: DS(Genl.&Wel.)	भुगतान का तरीका   Payment Mode: PFMS
वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval: DS(Genl.&Wel.)	पद   Designation : DDO
	ईमेल आईडी   Email ID : socash.fpd@nic.in
	जीएसटीआईएन   GSTIN : N
	पता   Address: 297-A, Krishi Bhawan, Dr. Rafi Marg, New Delhi -110001, NEW DELHI, DELHI-110001, India

<b>परेषिती विवरण   Consignee Details</b>		
क्र.सं.   S.No	परेषिती नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description
1	संपर्क   Contact : 011-23386010- ईमेल आईडी   Email ID : singh.manoj@nic.in जीएसटीआईएन   GSTIN : - पता   Address : Room No. 44-A, Deptt. of Food & Public Distribution, Krishi Bhawan, New Delhi-110001, NEW DELHI, DELHI-110001, India	Fresh Cut Floral Bouquet Service

<b>सेवा प्रदाता विवरण   Service Provider Details</b>	
जेम विक्रेता आईडी   GeM Seller ID : 7D49180000609253	कंपनी का नाम   Company Name : BLACK ROSES
संपर्क नंबर   Contact No. : 09958595120	ईमेल आईडी   Email ID : blackroses2010@yahoo.com
पता   Address : B-127, First floor, Tigri extension, NEW DELHI, DELHI-110080, -	एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-DL-02-0050082
एमएसएमई सामाजिक श्रेणी   MSE Social Category : General	एमएसएमई लिंग श्रेणी   MSE Gender : Male
जीएसटीआईएन   GSTIN: 07AANFB7887P1ZC	

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

<b>सेवा विवरण   Service Details</b>	
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सेवा प्रारंभ दिनांक (नवीनतम) | Service Start Date (latest by): 22-Apr-2024

सेवा समाप्ति तिथि | Service End Date : 21-Apr-2025

श्रेणी नाम | Category Name : Fresh Cut Floral Bouquet Service

बिलिंग चक्र | Billing Cycle: monthly

विवरण   Description	Number of Units/pieces	Price per Unit (INR)
Type of Service	20	72
Variety of Flowers		
Size of Decoration		
Frequency of Service Days		
Number of Service Days in a Month		

कुल राशि (सूत्र) | Total Amount (Formula) :  
( Price per Unit (INR)\*Number of Units/pieces\*Number of Service Days in a Month\*Contract Period/30 )

ऐडऑन के बिना कुल मूल्य | Total Value without Addons(INR)

157680

कुल एडऑन मूल्य   Total Addon Value(INR)	0
एडऑन सहित कुल मूल्य   Total Value Including Addons(INR)	157680.00
<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)	157680

### एसएलए विवरण | SLA Details

## 1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the buyer and Florist Services provider. The purpose of this agreement is to facilitate implementation of Florist Services at the buyer's premises. This Agreement outlines the scope of work, buyer's obligations and special terms and conditions of services covered as they are mutually understood by 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.

## 2. Objective and Goals

The objective of this Agreement is to ensure that the proper elements and commitments are in place to ensure consistent delivery of service by service provider. The goals of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities
- Present a clear, concise and measurable description of service provision to the customer
- Establish Terms and Conditions for all the involved stakeholders.
- To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons.

The agreement can also be modified on the mutual agreement of all the involved stakeholders. Thus, the agreement will act as a reference document that both the parties have understood the aforementioned terms and conditions and have agreed to comply by the same.

## 3. Stakeholders

Following are the stakeholders associated with this agreement:

- Service Provider
- Buyer
- Paying Authority

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the SLA.

## 4. Service Scope

The scope of this services is supply of bouquet.

The scope with respect to supply of different types of bouquet is provided mentioned below.

The buyer will have option to buy following types of bouquets –

- Regular Flower Arrangement
- Special Flower Arrangement

Service provider shall be bound by following scope and terms and conditions of this contract for rendering services.

### 4.1. Regular Flower Arrangement

Supply of Regular Flower Arrangement in the rooms of senior officers/meeting rooms/conference rooms of the Buyer Department as and when instructed by the Buyer in the Service Order. In case of holiday on either of these days, the flower bouquets may be provided on the next working day.

### 4.2. Special Flower Arrangement

Supply of special flower bouquets for meetings/events. The Buyer can identify the average number of bouquet required during the contract period. The same would be intimated to the Service Provider minimum 1 day prior to the actual day of requirement. The quantity excludes different type of leaves and grasses required to augment/decorate flower bouquets. The Service Provider may use other flowers in lieu of mentioned in the above tables as listed at Annexure.

Sl. No	Season	Feb to Nov	Nov to Feb
1	Type of Flower	Lilium (Double) all colours	Anthurium all colours
2		Gerbera all colours	Oriental Lily (Double) all colours
3		Gladius all colours	Gerbera all colours
4		Tata Rose all colours	Tata Rose all colours
5		Sunflower	Multiglade all colours
6		Carnation all colours	Tuberose (Rajnigandha)
7		Orchid all colours	Single Guldavari all colours

Sl. No	Season	Feb to Nov	Nov to Feb
8			Dahlia all colours

## 5. Buyer Obligations

The Buyer would confirm following to enable service provider to render efficient and quality services -

1. Type and number of each type of bouquet to be delivered.
2. Frequency of changing bouquets per week.
3. Exact location where bouquet needs to be delivered.
4. Any change in the agreed schedule (Timings) shall be confirmed by buyer at least 2 days in advance.
5. **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. Terms and Conditions

### 6.1. Special Terms and Conditions

- 6.1.1. The service provider would provide the required equipment and personnel to render services as per requirements of the buyer.
- 6.1.2. Unless otherwise specifically stated by buyer and mutually agreed between service provider and buyer, service provider shall make bouquets at his own premises.
- 6.1.3. The bouquet shall be made in a manner which is aesthetically appealing and shall be made using standard items such as different types of leaves ply-stick, ribbons, tissue paper, cellophane and wooden stands, sparkle etc.
- 6.1.4. Apart from leaves, titus etc. flower bouquets should be a judicious mix of at least 4 types of flowers from the lists mentioned above.
- 6.1.5. The Regular Flower Arrangement bouquet should be replaced before 9 A.M every day and at least half an hour before the start of the event in case of special flower bouquet.
- 6.1.6. Service provider shall dispose all old bouquets after suitable replenishment at no added cost.
- 6.1.7. The Service Provider personnel would ensure timely change of bouquets with a regular change in flower combinations.
- 6.1.8. The Service Provider would only provide fresh flowers for each type of flowers, and in case a particular flower type is not available then a replacement to be provided of a similar value.
- 6.1.9. The service provider shall in no case withered flowers to be used.
- 6.1.10. The Service Provider personnel will look after the maintenance of the flower arrangement as per the schedule agreed between buyer and service provider.
- 6.1.11. The Service Provider personnel would get a note signed by the Buyer Department assigned personnel after delivery of every bouquet. (Format in Appendix)
- 6.1.12. Water, leaves, sponges etc of the flower pot to be changed as per the frequency of change mentioned by the Buyer in the service order.
- 6.1.13. The Service Provider would ensure change in flower pot and vase as and when required i.e in case of cracks or breakage.
- 6.1.14. A random check will be conducted to inspect the freshness, quality and quantity or otherwise of the flower arrangement. The decision of the Buyer Department in this regard will be binding.
- 6.1.15. The Service Provider may be asked for supplying special flower bouquet within 1 day in case of any event.
- 6.1.16. The Service Provider would ensure that there are no thorns, open ended pins and pricks in the bouquet.

## 7. Payment Terms

- 7.1. The prices quoted shall be complete covering all aspects. The price shall be inclusive of all consumables including flowers, Flower Pot/Vase (supplied initially & replaced, as and when required), flower holder (sponge), disposal of old bouquets after suitable replenishment etc.
- 7.2. In an event that service provider fails to deliver bouquet(s) on a specific day, then damages equaling the number of bouquets not delivered shall be deducted from the monthly bill.

## 8. Penalties for breach of SLA

Sl. No	Service Level Agreement	Base Line Performance	Lower Performance	Penalties for breach		
				1 Instance	2 Instance	3 Instance
1	Delay in delivery of bouquets	On time	10 mins	1% of billed amount	1.5 % of billed amount	2% of billed amount
2	Failure to deliver bouquets	Zero	NA	1% of billed amount	1.5 % of billed amount	2% of billed amount
3	User of withered flowers found in the bouquet	Zero	NA	1% of billed amount	1.5 % of billed amount	2% of billed amount

**Note** - Cumulative penalties shall be capped at 10% of total contract value.

## 9. Breach of contract

The following conditions shall specify breach of contract and buyer shall have right to immediately terminate the contract.

1. Cumulative penalties reach 10% of the contract value
2. Repeated breach of SLAs number 2 and 3 beyond 3 instances in the entire contractual period shall be treated as breach of contract.

Breach of SLA is defined as performance lower than defined lower performance in this agreement.

## 10. Penalties

1. Penalties for a specific month / period shall be capped at 10% of bill generated for that particular month / period.

2. If any SLA is breached beyond 3 instances in any billing period then same shall be treated as a breach of contract and buyer will have full rights to terminate the contract after giving a notice of 30 days

## 11. Appendix A – Daily Report Template

Date:

Time:

Sl. No	Details of Daily Work	Quantity	Remarks
1	No of Regular Flower Arrangement (5 flowers)		
2	No of Regular Flower Arrangement (10 flowers)		
3	No of Regular Flower Arrangement (15 flowers)		
4	No of Regular Flower Arrangement (20 flowers)		
5	No of Regular Flower Arrangement (25 flowers)		
6	No of Regular Flower Arrangement (30 flowers)		
7	No. of Special Flower Arrangement(5 flowers)		
8	No. of Special Flower Arrangement(10 flowers)		
9	No. of Special Flower Arrangement(15 flowers)		
10	No. of Special Flower Arrangement(20 flowers)		
11	No. of Special Flower Arrangement(25 flowers)		
12	No. of Special Flower Arrangement(30 flowers)		
13	No. of Special Flower Arrangement- Single flowers		
14	Water Changed	Yes/No	
15	Flower pot replaced if required	Yes/No	
16	Sponge replaced if required	Yes/No	

Signed By:

Buyer Representative	Seller Representative
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### 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.

