

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687789637946

अनुबंध तिथि | Contract Generated Date : 25-May-2024

## संगठन विवरण | Organisation Details

प्ररूप | Type : Central Government  
मंत्रालय | Ministry : Ministry of Education  
विभाग | Department : Department of School Education and Literacy  
संगठन का नाम | Organisation Name : Navodaya Vidyalaya Samiti  
कार्यालय क्षेत्र | Office Zone: west

## खरीदार विवरण | Buyer Details

पद | Designation : MUSIC TEACHER  
संपर्क नंबर | Contact No. : 02677-299023-  
ईमेल आईडी | Email ID : buyer14.jnv.dahod@gembuyer.in  
जीएसटीआईएन | GSTIN : -  
पता | Address : JAWAHAR NAVODAYA VIDYALAYA LIMKHEDA DAHOD-II Vocational Training Centre (VTC) building, Eklavya Model Residential School, Village-Palli, Taluka- Limkheda, Dist. Dahod (Gujarat) Pincode -389140, DAHOD, GUJARAT-389140, India

## वित्तीय स्वीकृति विवरण | Financial Approval Detail

आईएफडी सहमति | IFD Concurrence : No  
प्रशासनिक अनुमोदन का पदनाम | Designation of Administrative Approval: Ddo  
वित्तीय अनुमोदन का पदनाम | Designation of Financial Approval: DDo

## भुगतान प्राधिकरण विवरण | Paying Authority Details

Role: PAO  
भुगतान का तरीका | Payment Mode: Offline  
पद | Designation : Senior Secretarial Assistant  
ईमेल आईडी | Email ID : pao14.jnv.dahod@gembuyer.in  
जीएसटीआईएन | GSTIN : -  
पता | Address : JAWAHAR NAVODAYA VIDYALAYA LIMKHEDA DAHOD-II Vocational Training Centre (VTC) building, Eklavya Model Residential School, Village-Palli, Taluka- Limkheda, Dist. Dahod (Gujarat) Pincode -389140, DAHOD, GUJARAT-389140, India

## परोषिती विवरण | Consignee Details

क्र.सं.   S.No	परोषिती नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description
1	संपर्क   Contact : - ईमेल आईडी   Email ID : con14.jnv.dahod@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address : JAWAHAR NAVODAYA VIDYALAYA LIMKHEDA DAHOD-II Vocational Training Centre (VTC) building, Eklavya Model Residential School, Village-Palli, Taluka- Limkheda, Dist. Dahod (Gujarat) Pincode -389140, DAHOD, GUJARAT-389140, India	Stitching and Tailoring Service - Cutting + Stitching + Tailoring; Cotton; Schools

## सेवा प्रदाता विवरण | Service Provider Details

जेम विक्रेता आईडी | GeM Seller ID : CTNL220006940730  
कंपनी का नाम | Company Name : M/S VIVA COLLECTION MANDSAUR  
संपर्क नंबर | Contact No. : 09589606100  
ईमेल आईडी | Email ID : rakesh\_limani@yahoo.com  
पता | Address : 1,NAVEEN NAGAR PALIKA PRANGAN,MANDSOUR, Mandsaur, MADHYA PRADESH-458001, -  
एमएसएमई पंजीकरण संख्या | MSME Registration number : -  
जीएसटीआईएन | GSTIN: 23AEHPL5908F1ZO (R)

\*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): 01-Jun-2024  
सेवा समाप्ति तिथि | Service End Date : 05-Jun-2024  
श्रेणी नाम | Category Name : Stitching and Tailoring Service

## बिलिंग चक्र | Billing Cycle: weekly

विवरण   Description	Number of Pieces of be Stitched	Price per Piece
Type of Service	309	145
Fabric Type		
Organization type		
Product to be stitched		
Size Specifications		

कुल राशि (सूत्र) | Total Amount (Formula) :  
(Price per Piece\*Number of Pieces of be Stitched)

एडऑन के बिना कुल मूल्य   Total Value without Addons(INR)	44805
कुल एडऑन मूल्य   Total Addon Value(INR)	0
एडऑन सहित कुल मूल्य   Total Value Including Addons(INR)	44805.00
<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)	44805

### एसएलए विवरण | SLA Details

#### Special Terms And Conditions for Stitching and Tailoring Service

#### 1. Preamble

A. All Professional Painting service-related contracts placed through GeM shall be governed by the following set of Terms and Conditions:

- I. General terms and conditions for Goods and Services. ("GTC")
- II. Service-related Special Terms and Conditions ("STC") contained in this document.
- III. BID / Reverse Auction specific Additional Terms and Conditions ("ATC") as specified by the Buyer.

B. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede Service specific STC which shall supersede GTC, whenever there are any conflicting provisions.

C. This document represents the Special Terms and Conditions ("STC") and the Service Level Agreement (SLA) governing the contract between the Buyer and the Service Provider. The purpose of this document is to outline the scope of work, stakeholders' obligations and terms and conditions of all services covered as mutually understood by the stakeholders.

#### 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 by the same. The agreement can also be revised/ modified in written form on mutual consent of the stakeholders.

#### PARTIES TO THE AGREEMENT

The main stakeholders associated with this agreement are below-

1. Buyer: Buyer is responsible to provide clear instructions, approvals, and timely payments for the services availed.
2. Service Provider: Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, permitted 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/ deductions 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.

#### SCOPE OF SERVICES

This service requires the Service Provider to stitch, and provide stitched garments/product for buyers at the Service Provider premises/Buyer's premises or any other local designated premises as per the requirement of the buyer. The service includes provision of pre-production orientation by Buyer, product/garment sample sharing, sampling.

The buyer of this service can avail the sewing services on and when required, state and district basis, wherein buyers must specify the number of garments/products to be stitched with specifications, timelines, dispatch venue.

#### Service Provider Obligation

1. The Service Provider will prepare the sample for Buyer approval.
2. The Service Provider will ensure clean and healthy work environment.
3. The Service Provider will stitch garments/product as per specification agreed upon.
4. Production time will be incorporated while finalizing the timelines. Once agreed, timelines will be adhered.
5. Garment/Product will be delivered at pre-agreed location as per timelines.
6. Post-dispatch, details will be shared same day with Buyer.
7. The Service Provider shall at all times ensure that the services being provided under this Contract/ Agreement are performed strictly in accordance with all the applicable laws. The Service Provider shall be fully responsible for the acts of their employees / representatives /consultants/ team members and shall fully indemnify the Buyer for any kind of losses or damages caused by its employees /team members/ consultants.
8. The Buyer shall not be responsible for any claim from any employee/ consultant / team member employed by the Service Provider. The Service Provider shall wholly and fully be responsible for any such claims.

#### Buyer's Obligation

1. The Buyer will conduct one day pre-production orientation for Service Provider, if required.
2. Exact specifications of Quality standard and parameter to be shared with Service Provider.
3. The Buyer will share garment/product sample with Service Provider.
4. The Buyer will approve the stitched sample and suggest changes required if any. Final production approval will be provided after sample approval.
5. The buyer will share the size chart and other specifications as agreed upon.
6. Timelines as mutually decided will be strictly adhered by both the parties.
7. Buyer to provide acknowledgment to the Service Provider on receiving of garments/products.

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."

#### Sample Testing

1. Sample will be made by Service Provider for Buyer approval.
2. Changes will be incorporated by Service Provider as suggested by Buyer.

3. Post sample approval, production will be initiated by Service Provider.

#### Quality Specification

1. Quality standard will be followed by Service Provider as specified by the buyer.
2. Buyer to specify the sampling procedure for accepting/rejection of final order.

#### Branding and Packaging specification

1. The buyer will share the logo/branding and packaging specification if any, garment/product wise.
2. The Service Provider will strictly follow the specifications.

#### Rejection policy

1. The Service Provider will ensure all specifications are followed for sampling and production to avoid rejection at any stage.
2. Proper reason for rejection if any should be provided by the Buyer. Buyer should give second chance to the Service Provider to comply with the standard and specification.

#### Record Keeping

1. The Service Provider will ensure proper documentation and record keeping process.
2. The Service Provider/Buyer will share information with each other as when and wherever required.

#### Payment Terms

1. Sample product cost will be included as 1 unit while settling the bill if sample is accepted as per buyer requirement.
2. Buyer will settle the bill within 10 days of receipt of product by the buyer as per their requirement.

#### Deductions :

S No.	SLA	Deductions
1	Delay in delivery up to 7 days as per schedule	.5% of the billing value
2	Damaging raw materials provided by the buyer/finished product	Cost of the damage + 1% of the billing amount
3	If cumulative deductions reach 10% of the contract value	Termination of contract at the discretion of the Buyer

#### 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. The Buyer 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 the 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, at the discretion of the Buyer, if
    - i) the cumulative penalties rise to 10% of the contract value
    - ii) repeated breach of any SLA beyond 3 instances
- However, termination of this Contract shall not affect any accrued rights or remedies of either party.

#### 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.