

Sanction of the competent authority is hereby conveyed for incurring an expenditure of amount as under towards the cost of Purchase order/Contract placed on the Seller for Supply of Goods/Services as per the contract for making payment to the Seller subject to deduction of TDS as applicable:

Organisation Details		Buyer Details	
Type:	Central Government	Name:	Sachin Kant Sharma
Ministry:	Ministry of Agriculture and Farmers Welfare	Designation:	UDC
Department:	Department of Agricultural Research and Education (DARE)	Email ID:	buycon120.icari.up@gembuyer.in
Organisation Name:	Indian Council of Agricultural Research (ICAR)	GSTIN:	09AAALI0362D1DR
Office Name:	Icar-central Avian Research Institute, Izatnagar	Address:	Central Avian Research Institute, Izatnagar, Bareilly BAREILLY UTTAR PRADESH - 243122

Financial Approval Detail	
Designation of official providing Administration approval:	The Director, CARI
IFD Concurrence / Competent Authority (HOD / Head of Office) Approval Required?	NO
Budget availability	YES
Designation of official providing Financial approval:	The Director, CARI

Seller Details	
Company Name:	Adil E Office
Email ID:	aakilraza90@gmail.com
Address:	Adil E Office Bareilly UTTAR PRADESH - 243122

Service Details						
#	Services	Ordered Quantity	Price per Quantity	Contract Period	Billing Cycle	Est. Amount
1	Paper-based Printing Services - Printing with Material; Book/Booklet; Offset	100	950.0	Start Date: 15.03.2022 00:00 End Date: 02.04.2022 00:00	weekly	95000.0
Total Order Value (in INR)						95000.0

Consignee Details				
S.No	Consignee	Service-Name	Service-Details	Quantity
1	Sachin Kant Sharma buycon120.icari.up@gembuyer.in Central Avian Research Institute, Izatnagar, Bareilly BAREILLY UTTAR PRADESH - 243122	Paper-based Printing Services - Printing with Material; Book/Booklet; Offset	Number of pages : 100 Binding : Perfect Binding Category of Printing : Book/Booklet Paper Material : Art Paper Standards of Paper : Conformity to Indian Standard IS 1848 Colour of Printing : Four Color Additional Support : Designing Support Seller location : stateUTTAR PRADESHcodeUTTARPRADESH\$\$BAREILLYtypedistrictnameBAREILLY (District) Number of languages of printing : Bilingual Mode of Printing : Offset Printing Content : Text + Pictorial Single/ Double Sided : Double Sided (Both Sided – Front and Back) Language : English	100

Thickness of Paper in GSM :	121-130 GSM
Inserts :	Not Required
Size of the Paper (in cm) :	A4 (21.0 x 29.7)
Row :	902067
Type of Printing :	Printing with Material

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**Terms & Conditions**

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- 1. This issues under the power delegated to Ministries/Department of the Government of India vide Annexure to schedule V of the Delegation of Financial Power Rules, 1978 as amended from time to time.

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Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.

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## Contract



**Contract No:** GEMC-511687785762344

**Generated Date:** 08-Mar-2022

<b>Organisation Details</b> Type: Central Government Ministry: Ministry of Agriculture and Farmers Welfare Department: Department of Agricultural Research and Education (DARE) Organisation Name: Indian Council of Agricultural Research (ICAR) Office Zone: Icar-central Avian Research Institute, Izatnagar	<b>Buyer Details</b> Designation: UDC Contact No.: 0581-2971809- Email ID: buycon120.icari.up@gembuyer.in GSTIN: 09AAALI0362D1DR Address: Central Avian Research Institute, Izatnagar, Bareilly, BAREILLY, UTTAR PRADESH-243122, India
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<b>Financial Approval Detail</b> IFD Concurrence: No Designation of Administrative Approval: The Director, CARI Designation of Financial Approval: The Director, CARI	<b>Paying Authority Details</b> Payment Mode: Offline Designation: Assistant Finance and Accounts Officer Email ID: kailash.chand@icar.gov.in GSTIN: N Address: Central Avian Research Institute, Izatnagar, Bareilly, BAREILLY, UTTAR PRADESH-243122, India
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<b>Consignee Details</b>		
S.No	Consignee Name & Address	Service Description
1	Contact: 0581-2971809- Email ID: buycon120.icari.up@gembuyer.in GSTIN: 09AAALI0362D1DR Address: Central Avian Research Institute, Izatnagar, Bareilly, BAREILLY, UTTAR PRADESH-243122, India	Paper-based Printing Services - Printing with Material; Book/Booklet; Offset

<b>Service Provider Details</b>	
GeM Seller ID:	A162190000838829
Company Name:	Adil E Office
Contact No.:	08395804304
Email ID:	aakilraza90@gmail.com
Address:	317, PEER BAHORA OPPSIT SUNCITY VISTAR, PILIBHIT ROAD IZZATNAGAR, NEAR TRISHUL AIR FORCE STATION, Bareilly, UTTAR PRADESH-243122, -
MSME verified:	Yes
MSME Registration number:	UP15D0012213
GSTIN:	09BTFPR4864J1Z0

\*GST / Tax invoice to be raised in the name of - Consignee

### Service Details

**Contract Start Date :** 15-Mar-2022 **Contract End Date :** 02-Apr-2022

**Category Name : Paper-based Printing Services**

**Billing Cycle : weekly**

Description	Number of Copies	(Unit Price) Price per page
<b>Category of Printing :</b> Book/Booklet	100	9.5
<b>Paper Material :</b> Art Paper		
<b>Standards of Paper :</b> Conformity to Indian Standard IS 1848		
<b>Colour of Printing :</b> Four Color		
<b>Number of languages of printing :</b> Bilingual		
<b>Mode of Printing :</b> Offset		
<b>Printing Content :</b> Text + Pictorial		
<b>Single/ Double Sided :</b> Double Sided (Both Sided - Front and Back)		
<b>Language :</b> English		
<b>Thickness of Paper in GSM :</b> 121-130 GSM		
<b>Inserts :</b> Not Required		
<b>Size of the Paper (in cm) :</b> A4 (21.0 x 29.7)		
<b>Type of Printing :</b> Printing with Material		

**Total Amount (Formula) :**  
(Number of Copies\*Price per page\*Number of pages)

<b>Total Value without Addons :</b>	95000
<b>Add On Description</b>	
Binding (Per Unit Price)	0
<b>Addon Value ( Addon Price*Number of Copies )</b>	0
Additional Support (Per Unit Price)	0
<b>Addon Value ( Addon Price*Number of Copies )</b>	0
<b>Total Addon Value</b>	0
<b>Total Value Including Addons</b>	95000.00
<b>Amount of Contract</b>	
<b>Total Contract Value Including All Duties and Taxes in INR</b>	<b>95000</b>

### SLA Details - Paper-based Printing Services - Printing with Material; Book/Booklet; Offset

## 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 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:

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 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:

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

- i. **Buyer:** Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed
- ii. **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

Paper - based Printing Service shall be provided end-to-end by the Service Provider along-with cost effective solutions and services to print a wide variety of books, booklets, brochures, forms, envelopes, cards, note cards, flyers, posters, letterheads, forms, business cards, Diary, Planner, Desk Calendar, Wall Calendar, Poster Calendar, Bill Books and any other paper based printing demand along with a complete customizing package.

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

### a. Type of Printing:

This shall provide the Buyer to choose printing options, i.e., with material or without material. Here, the type of Printing defines whether Printing Service shall be taken by the Buyer with

- (i) Material(s) (Service Provider shall provide order with material(s) and printing both); or
- (ii) Printing Service only (Buyer shall provide the Material(s) to Service Provider for Printing only).

### b. Standards of Paper:

Service Provide to comply with the provisions of the Indian Standard Codes of Paper with its definition and any future applicable amendments/ modifications.

### c. Mode of Printing

Option to choose from Digital or Offset as per Buyer's needs.

### d. Category of Printing

The different categories of printing products offered in this Service by Service Provider shall be as under:

- Book/Booklet
- OMR Sheets
- Brochure A4 folded to DL
- Answer Booklet with Barcode
- Brochure A3 folded to A4
- Answer Booklet with OMR
- Business Card
- Chart Sticking from back
- Flyer
- Chart without Sticking from back
- Gate Pass
- Desk Calendar
- Gazette
- Wall Calendar
- Journal
- Wall Calendar with Tear-off Strips
- Letter Head
- Poster Calendar
- Magazine
- Wired Calendar
- Report/Year Book
- Yearly Diary
- Policy/Bond
- Table Diary
- Grade Sheet/Mark Sheet
- Pocket Diary
- Certificate
- Bill Book
- Passbook with Jacket
- Voucher
- Passbook without Jacket
- Coffee Table Books
- Answer Booklet

### e. Paper Material

These qualities dictate how a paper looks and feels as well as its suitability for a given print job. The following mentioned are different paper stock characteristics and what they shall mean as final printed materials.

<b>Gloss Coated</b>	Gloss paper is typically used for flyers and brochures as it has a high shine. As the ink dries well there is no need for a seal varnish as the ink does not rub off.
<b>Matt Coated</b>	Matt paper is the opposite to gloss - it is coated with a matt finish to produce a paper that isn't shiny, preventing glare.
<b>Silk Coated</b>	The interim between gloss and matt, silk coated paper has a smooth silky coating, leaving it smooth to the touch but without the shine of glass paper.
<b>Uncoated</b>	Uncoated paper has no coating, making it excellent for ink receptivity and absorbency.
<b>Recycled Paper</b>	Made from re-used paper products, recycled paper is perfect for those who are trying to reduce their environmental impact.
<b>Watermarked Paper</b>	Used in high quality paper watermarked paper give a feel of luxury and high quality. To create its desired effect an impression is pressed into the paper by attaching a wire pattern. This type of paper is commonly used as a security feature for important documents, including exam certificates, letter heads etc.
<b>Chromo Paper</b>	A term used for One Side Coated Printing Paper with smooth surface. The Coating of one side will be glossy or matt as per requirements of the consumer.
<b>Art Paper</b>	A term used for both Sides Coated Printing Paper with smooth surface. The Coating of both sides will be same glossy or matt as per requirements of the consumer.
<b>Map Litho Paper</b>	Map litho Paper is widely used in office application like computer stationery, bills, invoices, cashbooks etc. the Map litho Paper is also used in manufacturing Leaflets/Mailers, Calendars, Writing pads etc.
<b>Textured Paper</b>	Textured Paper has a silky smooth surface structure has been designed to maintain the natural characteristics of a smooth high-white art paper whilst maintaining the necessary natural aesthetics demanded by artists.
<b>Bond Paper</b>	Bond paper is a high quality durable writing paper; bank paper weight. The most common weights are 60 g/m <sup>2</sup> (16 lb), 75 g/m <sup>2</sup> (20 lb) and 90 g/m <sup>2</sup> (24 lb). The name comes from its having originally been made for documents such government bonds. It is now used for letterheads and other stationery; and as paper for electronic printers

## f. Colour of Printing

Multiple type of colour options to choose from.

## g. Single/ Double Sided Printing

## h. Size of the paper

Option to chose the size of the paper from ~100 variants.

## i. 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 20+ fields to choose thickness of paper

**55-90** This is very thin paper indeed. Most newspapers will commonly be printed on this paper thickness

### GSM

**90-120** This is the typical range of the type of paper used in printer or photocopier, and buy in boxes from Staples or Rymans. It's ideal for letterheads compliment slips, especially when using uncoated paper that easy to write on.

### GSM

**120 - 170** This is a thicker range, generally used for posters, and for cheap leaflet and flyer printing. It's economically priced yet looks and feels good. This is the typical range for hand-outs and leaflets like takeaway menus event flyers.

### GSM

**170 - 300** Thickest range of available paper. Used for greetings cards, invitations and booklet/brochure cover, etc.

### GSM

## j. Printing Content

Options to choose whether the content is a text, picture or mix of both.

## k. Inserts

Various inserts option for diaries.

## Add ons

### a. Cover Page

### b. Binding

<b>Soft</b>	Soft binding (also known as perfect binding) uses hot glue along the spine to bind your document and a full colour cover together.
<b>Stapler</b>	The Saddle Stitch method uses wire staples to secure folded sheets of paper. In the printing industry, Saddle Stitching refers to a very popular bookbinding method in which folded sheets are gathered together one inside the other and then stapled through the fold line with wire staples.
<b>Hard</b>	A hardcover, hardbound or hardback book has rigid covers and is stitched in the spine. Looking from the top of the spine, the book can be seen to consist of a number of signatures bound together. When the book is opened in the middle of a signature, the binding threads are visible. Unusually large and heavy books are sometimes bound with wire.
<b>Spiral</b>	Spiral binding is the most economical form of mechanical binding when using plastic or metal. It is commonly used for atlases and other publications where it is necessary or desirable to be able to open the publication back on itself without breaking the spine. There are several types but basically it is made by punching holes along the entire length of the spine of the page and winding a wire helix (like a spring) through the holes to provide a fully flexible hinge at the spine. Spiral coil binding uses a number of different hole patterns for binding documents. The most common hole pattern used with this style is 4:1 pitch (4 holes per inch). However, spiral coil spines are also available for use with 3:1 pitch, 5:1 pitch and 0.400-hole patterns.

## c. Finishing

Binding and finishing are those activities performed on printed material after printing. Binding involves the fastening of individual sheets together, while finishing involves additional decorative actions, such as die- stamping, embossing, etc

Finishing refers to all the activities that are performed on printed material after printing. This includes the fastening of individual sheets together, and decorative processes such as die-stamping, embossing or laminating. Finishing includes gloss or matt lamination after printing work.

## d. Packaging

**e. Embossing**

**f. Additional Support**

**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**

- i. Since, timely delivery is the biggest essence of the contract, the Service Provider shall ensure that the order should be delivered as and when mentioned by the buyer.
- ii. 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.
- ii. The Service Provider at his/ her own cost will arrange all the equipment(s), materials (in case of printing with material), and other things/ services etc. necessary for printing depends on the type of printing (with or without material).

**5 Service Provider's Obligation**

- i. Service Provider shall ensure he level of service delivered is of the highest professional standard and shall ensure full compliance to the terms and conditions of the contract.
- ii. The Service Provider shall conduct printing activities 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.
- iii. The Service Provider shall print, bind 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.
- iv. The awarded Service Provider shall deliver 3 (three) hard copies of the initial edited version of the compendium along with soft copy in Word and PDF format both for approval (stage one).
- v. 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.
- vi. Page Design should be given by Service Provider based on the Buyer's requirement. Service Provider shall provide sample copy with the final page design to Buyer before to proceed with the printing of complete assignment. Service Provider should clearly work as per detailed layout design, font size, style, colour, alignment, spacing, pagination, etc.
- vii. 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 or soft copy indicating the rough layout of tables/graphs/text matters/ Photographs of Installations etc. to give an idea of general gets up etc. This is, however, not to be treated as sample.
- ii. The buyer will rigorously verify the materials (content etc) provided for printing for authenticity, clearness and legibility will be before being handed over to service provider.
- iii. In case of printing only type of Service, Buyer should provide the required material to Service Provider well on time, to avoid the delay in start of Printing Service.
- iv. 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 the both Buyer and Service Provider, non-tracking of the same may lead to a fine/ penalty on either party.

**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 process flow.
- iii. Once the service provider updates the logbook online, the Buyer shall either accept or reject these entries within the prescribed time lime. The buyer will also record the any service non delivery or non-performance issues, and subsequent penalties Failure to take action on logbook entries updated by service provider shall be deemed as accepted.

iv. 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

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 the Buyer shall have the right to immediately terminate the Agreement.

- a. Cumulative penalties reach 10% of the Contract Value; and
- b. 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:

#	Nature of Default	Description of default	Penalty
1.	Damaged Goods		
	a. Damage of upto 25% of the order (by volume)	Any kind of damage/ destruction of printed material and/or Damage of product during logistics.	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. Oder 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, 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
4.	Non supply of complete order (Shortfall)	The quantity of order supplied is less than ordered.	
	a. Upto 25% of the order		a. 3% of the contract value
	b. from 25% - 50% of the order		b. 5% of the contract value
	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 Agreement.

## 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.
- ii. 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.



iv. Payment Calculation shall be as under:

Payment = [Number of pages printed\* rate per page\*Number of books (page) as mentioned above

- 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 to amend the Agreement, some of such conditions may be as followed-

- 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 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 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.

## Terms and Conditions

### 1. General Terms and Conditions-

**1.1 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) as available on the GeM portal (unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable**

**1.2 Terms of delivery: Free Delivery at Site including loading/unloading. In respect of items requiring installation and / or commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), and the cost of the same is also included in the Contract price.**

**1.2.1 Contracted goods should be delivered at the consignee or designated delivery location as per the working time of the buying organisation. Seller may get the same confirmed from consignee before scheduling delivery.**

**1.2.2 A copy of the contract should be available with the messenger / dispatching agency that delivers the Goods at consignee / delivery location (preferably pasted / attached outside the consignment / package) for easy reference and ease in delivery acceptance.**

**1.3 Delivery period: The Delivery Period/Time shall be essence of the Contract and delivery must be completed not later than such date(s). Any modification thereto shall be mutually agreed and incorporated in the Contract as per the provisions of the GTC.**

**1.4 Performance Security: If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller.**

**1.5 Taxes and Duties: Contract Prices are all inclusive i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. Break up of GST shall be indicated by the Seller while raising invoice / bill on GeM. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on this bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST has been charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.**

**1.6 Octroi Duty and / or other local taxes:Contract Prices are all inclusive hence no reimbursement over and above the contract price(s) shall be allowed to seller towards payment of local taxes (such as levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc).**

**1.7 Limitation of Liability: The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.**

**1.8 Resolution of disputes: The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.**

**1.9 Liquidated Damages: If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract.**

**1.10 Financial Certificate:**

**1.10.1 The expenditure involved for this purpose has received the Sanction of the competent financial authority.**

**1.10.2 The funds are available under the proper head in the sanction budget allotment for the concern financial year.**

**1.10.3 I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.**

**1.11 The bidder should submit a self declaration to the effect in bidder's official letter head that their agency have not been black listed by any Agency whatsoever till date.**

**Note: This is system generated file. No signature is required.**