



राजस्थान RAJASTHAN

उमा नगर, जयपुर
सामाजिक जन न्यूडिकल

20 AUG 2014

C 196522

AGREEMENT

This Agreement for Rate Contract is made and entered into on this 09 day of September 2014 by and between Department of Information Technology and Communications (DOIT&C), having its head office at First Floor, YojanaBhawan, TilakMarg, C-Scheme, Jaipur-302005, Rajasthan (herein after referred to as Purchaser/ DOIT&C) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And

M/s Premier Printing Press, Jaipur a Proprietorship firm with its registered office at Jaipur (herein after referred as the "Successful Bidder/ Supplier") which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on the OTHER PART.

Whereas,

Purchaser is desirous of appointing an agency for "Providing design, printing and supply of IEC material and services per the Scope of Work and Terms and Conditions as set forth in the RFP document dated 19/06/2014 of < NIT No F8(227)DOIT/General/14/1/20230/2014

for Premier Printing Press

Signature

Signature

And whereas

M/s Premier Printing Press represents that it has the necessary experience for carrying out the overall work as referred to herein and has submitted a bid and subsequent clarifications for providing the required services against said NIT and RFP document issued in this regard, in accordance with the terms and conditions set forth herein and any other reasonable requirements of the Purchaser from time to time.

And whereas

Purchaser has accepted the bid of M/s Premier Printing Press and has placed the Letter of Rate Contract having Reference No. F8 (227) /DoIT/Gen/14/I/22569/2014 dated 27/08/2014, on which M/s Premier Printing Press has given their acceptance vide their Letter dated 02 set 2014

And whereas

M/s Premier Printing Press has deposited a sum of Rs. 7473/- (Rupees Seven thousand four hundred seventy three only in the form of DD ref no. 552109 dated 03/09/2014 SBBJ Bank and valid up to as Bid Security for the due performance of the rate contract.

Now it is hereby agreed to by and between both the parties as under:

1. The NIT Ref. No. F8(227)DOIT/General/14/1/20230/2014dated 19/06/2014 and **RFP document dated 19/06/2014 issued by DOIT&C along with its enclosures/ annexures**, wherever applicable, are deemed to be taken as part of this rate contract and are binding on both the parties executing this rate contract.
2. This Agreement for Rate Contract shall remain valid for all the work orders to be issued to M/s Premier Printing Press during the entire period of this Rate Contract.
3. In consideration of the payment to be made by DOIT&C to M/s Premier Printing Press at the rates set forth in the Letter of Rate Contract Reference No. F8 (227) /DoIT/Gen/14/I/22569/2014 dated 27/08/2014 will duly supply and install the said articles set forth in all the work orders to be issued during the period of rate contract thereof and provide comprehensive warranty and support services in the manner set forth in the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by M/s Premier Printing Press.
4. The DOIT&C do hereby agree that if M/s Premier Printing Press shall duly supply & install the said articles and provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFP and Contract, the DOIT&C will pay or cause to be paid to M/s Premier Printing Press at the time and the manner set forth in the said conditions of the RFP, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the RFP document.
5. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effected from the date of issue of various work orders to be issued to M/s Premier Printing Press and completed by M/s Premier Printing Press within the period as specified in the work order to be issued to M/s Premier Printing Press during the period of rate contract.
6. In case of extension in the delivery period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which M/s Premier

a) Delay up to one fourth period of the prescribed delivery period, & completion of work	2.5%
b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period, & completion of work.	5.0%
c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period, & completion of work.	7.5%
d) Delay exceeding three fourth of the prescribed delivery period, & completion of work.	10.0%

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Note:

- i. Fraction of a day in reckoning period of delay in supplies/ warranty services shall be eliminated if it is less than half a day.
- ii. The maximum amount of agreed liquidated damages shall be 10%.
- iii. If M/s Premier Printing Press requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- iv. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of M/s Premier Printing Press

1. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this day of 2014.

Signed By: <i>AM SWARAJ</i>	Signed By:
(<i>for Premier Printing Press</i>) 2014-01-21 Designation: <i>Manager</i> Company: <i>Premier</i>	 Technical Director & Joint Secretary Department of IT&C, Govt. of Rajasthan
<i>In the presence of:</i> (<i>Signature 1</i>) Designation: <i>IT Officer</i> Company: <i>IT Officer</i>	<i>In the presence of:</i> (<i>Signature 2</i>) Designation: <i>IT Officer</i> Department of IT&C, Govt. of Rajasthan
(<i>Signature 3</i>) Designation: <i>IT Officer</i> Company: <i>IT Officer</i>	(<i>Signature 4</i>) Designation: <i>IT Officer</i> Department of IT&C, Govt. of Rajasthan
<i>Rakesh Aggarwal</i> A-30 Shiva Colony-II New Sangamner Road Jaipur	(<i>Signature 5</i>) Designation: <i>IT Officer</i> Department of IT&C, Govt. of Rajasthan