

Contract



Contract No: GEMC-511687731489741

Generated Date: 13-Dec-2021

Bid/RA/PR No: [GEM/2021/B/1612290](#)

Organisation Details		Buyer Details	
Type:	State Government	Designation:	SMO
Ministry:	-	Contact No.:	011-23965532-
Department:	Health and Family Welfare Department Delhi	Email ID:	anubha.prakash23@gov.in
Organisation Name:	N/A	GSTIN:	07DELA15917G1DW
Office Zone:	Aruna Asaf Ali Govt Hospital	Address:	ARUNA ASAF ALI GOVT. HOSPITAL 5, RAJPUR ROAD, CIVIL LINES, CENTRAL DELHI, DELHI-110054, India

Financial Approval Detail		Paying Authority Details	
IFD Concurrence:	Yes	Payment Mode:	Offline
Designation of Administrative Approval:	MEDICAL SUPERINTENDENT	Designation:	DDO
Designation of Financial Approval:	MEDICAL SUPERINTENDENT	Email ID:	naveen.pathak41@nic.in
		GSTIN:	N
		Address:	ARUNA ASAF ALI GOVT. HOSPITAL 5, RAJPUR ROAD, CIVIL LINES DELHI 110054, CENTRAL DELHI, DELHI-110054, India

Consignee Details		
S.No	Consignee Name & Address	Service Description
1	Contact: 011-23940512- Email ID: mamta.verma42@gov.in GSTIN: 07DELA15917G1DW Address: ARUNA ASAF ALI GOVT. HOSPITAL 5, RAJPUR ROAD, CIVIL LINES, CENTRAL DELHI, DELHI-110054, India	Hiring of Electric Vehicles (Short Term) for Delhi Govt. Users - ANY ELECTRIC SEDAN MODEL; 1200 KM X 208 HOURS

Service Provider Details	
GeM Seller ID:	20D8180000475303
Company Name:	VIVEK TRAVELS PRIVATE LIMITED
Contact No.:	9811168647
Email ID:	vivek@vivektravels.com
Address:	Shop No-22,Sd Block,DdA Market Main Road,Pitampura, DELHI, DELHI-110088, -
MSME verified:	Yes
MSME Registration number:	DL06E0007490
MSE Social Category:	General
MSE Gender:	Male
GSTIN:	07AACCV1512B1Z0

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

Service Details	
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Contract Start Date : 01-Jan-2022 **Contract End Date :** 30-Nov-2024

Category Name : Hiring of Electric Vehicles (Short Term) for Delhi Govt. Users

Billing Cycle : monthly

Description	Number of Vehicles	(Unit Price) Cost per Hiring month inclusive of GST (INR)
Type of Vehicle :	1	39920.000
Packages :		
Zipcode :		
Color of the Vehicle :		
District :		

Total Amount (Formula) :	
(Cost per Hiring month inclusive of GST (INR)*Number of Vehicles*Number of Months within Contract Period for hiring of vehicle)	
Total Value without Addons :	1397200
Total Addon Value	0
Total Value Including Addons	1397200

Amount of Contract

Total Contract Value Including All Duties and Taxes in INR

1397200

SLA Details - Hiring of Electric Vehicles (Short Term) for Delhi Govt. Users - ANY ELECTRIC SEDAN MODEL; 1200 KM X 208 HOURS

SPECIAL TERMS AND CONDITIONS FOR SHORT-TERM HIRING OF E-VEHICLES

1. Preamble

This Agreement represents the Special Terms and Conditions (STC) and the Service Level Agreement (SLA) between the Buyer Department / Hiring Agency and the Service Provider/ Vendor. The purpose of this Agreement is to facilitate the short-term hiring of Electric Vehicles (EV). The Vendor would provide the required equipment and personnel for the mentioned shifts as per the requirements of the Hiring Agency. This Agreement outlines the scope of work, stakeholders' obligations and general terms and conditions of all services covered as they are mutually understood by the stakeholders.

1. Objective and Goals:

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

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

1. Stakeholders

- 1. The main stakeholders associated with this SLA are:
 - 1.1. Service Provider / Vendor (s)
 - 1.2. Buyer / Hiring Agency
- 2. 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.

1. Scope Of Service

- 1. EV Usage Type: Hiring
- 2. Timeframe: 1-36 months
- 3. Cure Period: The time period between issue of letter/ email regarding default/ non-conformity/ breach and the last date to resolve the default/ non-conformity/ breach. Cure period and notice period can run simultaneously.
- 4. Selection criterion: Lowest cost in INR / month
- 5. The driver will be provided by the Service Provider/ Vendor and the fuel costs (cost of charging the EV) will also be borne by the Service Provider/ Vendor.

- 6. The Buyer will have the option to decrease or increase the number of such vehicles up to 20% of the contracted quantity at any time during the term of the contract.
- 7. The compliance of legal provisions/statutory requirements in respect of the hired e-vehicles shall be the responsibility of the Service Provider/ Vendor which shall also indemnify the Buyer/ Hiring Agency against any damages/claims arising out of the Agreement.
- 8. Service Requirements

Vehicle Type	Vehicle Model	No. of Vehicles	Distance (km / day)	Time (hours / day)	Hiring period (months)	Quote (INR per vehicle per month)
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- 8.1. The hiring agency /Buyer can opt to allow/permit the usage of the hired vehicle(s) for other purposes as may be declared by the vendor/ Service Provider at the time signing the agreement.

• 9. Vehicle Type

Type of Car	Definition	Examples
Hatchback	This segment includes passenger cars with compact design in a two-box configuration, and usually a length between 3401 to 3995 mm.	
Sedan	This segment includes passenger cars with mid- size design in a three-box configuration, and usually a length between 3990 to 4500 mm.	Tata Tigor EV Mahindra E-VERITO
Premium Sedan	This segment includes passenger cars with executive design in a three-box configuration, intended to provide passengers with increased comfort, a higher level of equipment and increased perception of quality than regular sedans and usually a length between 4000 to 4600 mm.	
SUV	This segment includes passenger vehicles which combine elements of road-going passenger cars with features from o-road vehicles, such as raised ground clearance and four-wheel drive and length between 3995 to 4500 mm.	MG ZS EV
MUV	This segment includes vehicles for transport of passengers and material with a seating capacity of 3 besides drivers with an open loading capacity in the back for 1 to 1.25 MT.	Tata Nexon
Premium SUV/MUV	This segment includes SUV/MUVs intended to provide passengers with increased comfort, a higher level of equipment and increased perception of quality than regular SUVs and length between 4300 to 4800 mm.	Hyundai Kona Premium

Luxury Sedan	This segment includes passenger vehicles with luxury design in a three-box configuration, intended to provide top level of comfort and highest perception of quality and length between 4500 to 5200 mm.
Luxury SUV/MUV	This segment includes SUV/ MUVs with luxury design, intended to provide top level of comfort and highest perception of quality and usually length between 4600 to 5300 mm.

1. Eligibility Criteria for the Service Provider

- 1. The tender is open for firms, fleet operators, agencies i.e., partnership firms or companies and start-ups that fulfil the respective eligibility criteria provided below.
- 2. In the case that the Service Provider(s) is a firm, fleet operators, agencies -
 - 2.1. The Service Provider(s) shall have experience of providing four-wheeler vehicles (internal combustion engine vehicles or electric vehicles) to public sector or private sector entities for hiring or leasing or purchasing. The documents required will be a purchase order or a copy of the signed agreement between the Service Provider and the Hiring Agency/Buyer.
 - 2.2. Minimum turnover of the company firm/ company has to be INR 50 lakhs per annum and it has to be certified by a Chartered Accountant (CA).
- 3. The bidder must have a Permanent Account Number (PAN). If applicable, the bidder must have registration for Goods Service Tax (GST).

1. Obligations of Vendor / Service Provider

- 1. **Provision of EV** - Vendor / Service Provider to provide the entire contracted quantity of EVs to the Hiring Agency within 1 week of signing the Agreement with clean interiors and proper upholstery.
- 2. **Additional requirements** - The Vendor/ Service Provider, at its own cost, to provide the Hiring Agency with chauffeurs who are uniformed, well-mannered, courteous, polite, punctual, equipped with mobile phone with a working number and active internet connection where google maps can be accessed to navigate the most efficient routes; and well acquainted with the roads surrounding the Hiring Agency's location with adequate knowledge of EV handling. Additional accessories / utilities to be provided include:
 - 2.1. Clean seat covers
 - 2.2. High quality music system
 - 2.3. Guide map book of the surrounding region
 - 2.4. Reading lamp
 - 2.5. Tissue paper box
 - 2.6. Car perfume
 - 2.7. Mobile charger
 - 2.8. Seat belts (front and rear)
 - 2.9. Umbrella
 - 2.10. Clean floor mats
 - 2.11. Fire extinguisher
 - 2.12. First Aid box
 - 2.13. Torch
 - 2.14. Mandatory spares
- 3. The Vendor 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, Motor Vehicle Act, Motor Transport Workers Act, 1961 etc. and any other relevant acts as applicable at present or in future during the tenure of the contract and as may be enforced from time to time. Onus of compliance of all the applicable Laws/Acts/Rules shall rest with the Vendor only and the Hiring Agency will not be liable for non-compliance of any Laws/Acts/Rules.
- 4. Independent Contractors: The relationship between Buyer and service provider under this agreement is on principal-to-principal basis and neither party shall have the power or authority to bind or obligate the other party except as expressly set forth in this Agreement. Therefore, Service Provider nor the personnel of the Service Provider shall become the employee of the Buyer under this Agreement. The Buyer shall also not be liable to the service provider nor its personnel, beyond the scope and the fees as mentioned in the STC. For the sake of clarity, it is stated that Buyer shall not be responsible for any claim such as salary or allowances, bonus, compensation, damages or anything arising out of their employment/duty under this STC. The Service Provider shall make them know about this position in writing before deploying the personnel to the Buyer site. The Buyer shall in no way be responsible for the violation of any laws from the time being in force, either by the Service Provider or its employees.
- 5. **Provision of Insurance**- Insurance of the EV to be borne by the Vendor for the period of the Agreement. The insurance agency can be chosen by the Vendor, however, the insurance will have to be comprehensive in nature.

- **6. Provision of Alternate EV** - In case of any maintenance, repairs or breakdowns, the Vendor will supply the Hiring Agency with an alternate EV.

- **7. EV Charging Costs** - The Hiring Agency will be responsible for all costs associated with the charging of the EV.

- **8. Operational Expenses** - The Vendor shall pay the toll charges, parking fee or entry taxes payable locally or outstation which shall later be reimbursed by the Hiring Agency on actual basis as paid by the Vendor. The Vendor must raise an invoice for operational expenses covered under Clause 5.6 in the first week of every month for the preceding month.

- **9. Provision of Maintenance**
 - 9.1. Vendor will maintain responsibility for the free maintenance/servicing of the e-vehicles for the period of the contract; Vendor shall also replace the battery when its capacity goes below 75% of optimum capacity (as shown by the relevant dashboard indicator or as certified by authorized service provider) and maintain effective efficiency of the battery at all times.
 - 9.2. The Vendor shall ensure that all maintenance works related to the assigned vehicle will be carried out in non duty hours. It shall be ensured that all electrical connections including lights (both brake and front), horn, turn indicators, air conditioning and other vehicle systems shall be periodically checked and maintained by Vendor to avoid any inconvenience to the Hiring Agency.

- **10. Provision of Charging Station**
 - 10.1. The Vendor must ensure that at all times, the vehicle should have enough charge to meet the Hiring agency's service requirements as provided in clause 4.7 read in addition with clause 8.1
 - 10.2. On the basis of mutual agreement, the Hiring Agency may provide space for EV charging to the Vendor. However, such an arrangement must ensure that costs associated with the charging of the EV is borne by the Vendor.

- **11. Registration** - Vendor shall ensure and bear all the costs associated with the registration of e-vehicles with the regional transport authorities.

- **12. Log Book**
 - 12.1. The Vendor will maintain a separate duty slip for each vehicle, which will be signed by the authorized signatory of the Hiring Agency. Before each car is allotted for duty, the odometer reading shall be noted down by the driver and subsequent entries for starting time/closing time, places visited etc. for each duty during service hours. After completion of duty, the driver shall again note down the odometer reading and get it checked and signed by the user of the vehicle deployed by the Hiring Agency. The logbook must have an option to record any breach of SLA which must be logged and counter signed by the Hiring Agency. Any costs borne by the Vendor for EV charging must also be noted in the logbook and must be countersigned by the government official
 - 12.2. On the basis of each vehicle's duty slip, the service provider shall prepare bills enclosing therewith a consolidated statement of each vehicle's running and original copies of duty slip.
 - 12.3. The Vendor shall thereafter update the logbook on the GeM portal as per the logbook process. Once the service provider updates the logbook online, the Hiring Agency shall either accept or reject these entries within 15 days of the receipt of the logbook.
 - 12.4. The Hiring Agency will also record any service non delivery or non-performance issue as derived from the logbook and assign subsequent penalties. Failure to take action on logbook entries updated by Vendor shall be deemed as accepted.
 - 12.5. The Vendor can raise an issue against the rejection of any entry by the Hiring Agency within 7 days of such rejection with the designated representative of the Hiring Agency.

- **13. Provision of Support** - Vendor shall maintain a dedicated 24*7 telephone/mobile number for emergencies. A nodal officer shall be appointed by the Vendor to manage and address the Hiring Agency's queries, complaints or suggestions 12 hours a day and 6 days a week.

- 14. All e-vehicles provided shall have all the necessary permits / licenses / clearances such as, but not limited to, fitness certificate, insurance, registration certificate, etc. as per the Motor Vehicles Act, RTO and other applicable laws and statutory bodies, for providing commercial e-vehicles for this service.

- 15. The Vendor shall ensure that the drivers of vehicles are duly verified by the local police from a security perspective; the driver must have a valid driving license for the contract period.

- 16. The Vendor shall ensure that the issues pertaining to the leave / rest of the driver are taken care of as per statutory rules / regulations.

- 17. The car tyres shall be repaired / replaced immediately by the Vendor in case of any damages during the contract period.

- 18. The Vendor shall raise an invoice in the first week of every month for the preceding month.
- 19. The Agreement shall not lead to any relationship between the drivers of the e-vehicles and the Hiring Agency; the payment of salary and other allowances including meeting all their statutory obligations shall be the sole responsibility of the Vendor and no complaint by any of the drivers in this regard will be entertained by the Hiring Agency.

1. Obligations of Hiring Agency

- 1. **Space/Approval for Charging Stations** – If, based on mutual agreement, the EV charger is to be installed at a location provided by the Hiring Agency, then the Hiring Agency will provide the space and all necessary approvals to the Vendor for installing the charging equipment in the premise selected by the Hiring Agency. All electrical and preparatory work, including application of separate EV connection, will be the responsibility of the Vendor.
- 2. **Documentation** – Hiring Agency shall sign all the documents relating to the registration / de-registration of the e-vehicles and the vehicle acceptance certificate upon delivery of the e-vehicles at the location specified by the Hiring Agency.
- 3. **Payment** – Hiring Agency shall pay the Vendor against the raised invoice within 45 days of receipt of the invoice for all the e-vehicles contracted.

1. Payment Of Extra Kilometres And Hours (Over And Above The Package)

- 1. A variation up to 20% in distance shall be permitted for each package. Vendor shall provide services at the same quoted rate for an additional 20% distance travelled on pro rata basis.
- 2. As soon as the actual distance for any package reaches 120% of the standard package bought on GeM, if there is a requirement for additional travel, an incremental cost of 20% per km shall be paid by the Hiring Agency; this cost shall be calculated as 120% of the monthly package cost divided by the no. of km in the monthly package.
- 3. Overtime charges per hour will be hourly Minimum Wages as per the prevailing labour law.

1. Payment Terms

- 1. The payment shall be made as per the financial quotes submitted by the Vendor and accepted by the Hiring Agency.
- 2. No advance payment shall be made to the Vendor .
- 3. The price quoted shall cover all aspects of service delivery and it shall be inclusive of all consumables required to provide the service.
- 4. Nonetheless, any charges borne by the Vendor with respect to toll charges, parking fee or entry taxes shall be reimbursed on actual basis upon submission of proof of payment.
- 5. The Vendor must raise an invoice for the services as well as for all expenses with relevant proofs of payment for the preceding month in the first week of each month. Additionally, the Vendor must submit the logbook, service feedback and notings of penalty due to breach of SLAs. All the aforementioned documentation must be submitted to the GeM portal in a manner as prescribed by the Hiring Agency.
- 6. The Hiring Agency must examine all documentation submitted by the Vendor and ensure the entire payment to the Vendor within 45 days of the submission of the documentation.
- 7. Payment must be made through bank transfer. No cash/cheque payments should be made.

1. Termination Of Agreement

• 1. Hiring Agency's Events Of Defaults:

If the Hiring Agency causes any of the below mentioned events or circumstances and does not cure the Default within sixty (60) days from the Default Notice from the Vendor, the same shall be treated as a Default on the part of Hiring Agency for the purpose of the Agreement :-

- 1.1. The Hiring Agency is in breach of its obligations under the Agreement, which has materially adverse effects upon the Vendor.
- 1.2. The Hiring Agency is in breach of any representation or warranty under the Agreement or it repudiates the Agreement.
- 1.3. The Hiring Agency fails to pay the Vendor as per the Agreement as applicable.

- **1.4. Termination by the Vendor:**

Upon occurrence of Default or event of Default by the Hiring Agency the Vendor shall issue a Termination Notice to the Hiring Agency giving a further period of thirty (30) days (the termination period) to make a representation, and if during the termination period the Hiring Agency takes suitable steps to remedy the situation, the Vendor shall be entitled to withdraw the termination notice. The Agreements will automatically terminate on the expiry of the termination period and the termination notice will be issued by the Vendor in writing to the address of the Hiring Agency.

- **2. Vendor's Events of Defaults:**

If the below mentioned events or circumstances are caused by the Defaults of the Vendor and are not cured within thirty (30) days from the date of issue of Defaults Notice from the Hiring Agency, those events will be considered as events of Defaults by the Vendor.

- 2.1. The Vendor is in breach of its obligations under any clause mentioned in this document.
- 2.2. The Vendor is in breach of any representation or warranty made under this Agreement or it repudiates the Agreement.
- 2.3. The Vendor abandons the project or any of its material obligations as provided under the Agreement.
- **2.4. Termination by the Hiring Agency:**

Upon occurrence of Defaults or events of Defaults by the Vendor, the Hiring Agency shall issues a termination notice to the Vendor giving a thirty (30) days termination period to make a representation, and if during the termination period the Vendor takes suitable steps to remedy the situation, the Hiring Agency shall be entitled to withdraw the termination notice. The Agreement would automatically terminate on the expiry of the termination period if the Vendor fails to cure the Default during that period and the termination notice will be issued by the Hiring Agency in writing to the address of the Vendor mentioned in the Agreement.

1. Penalties For Non-Compliance Of Service Level Agreement

Penalties will be levied on the Service Provider, for the violation of Service Level Agreement of the contract as mentioned below:

- **1. Breach of contractual obligations:** The following incidents will be considered as the breach of contract and will result in immediate termination of services:
 - 1.1. Any fraud including attempt to forge the logbook or any other service related documentation.
 - 1.2. Breach of SLA: Breach of SLA shall result in penalties as per provisions of the Agreement. Breach of SLA shall be defined as specified in the SLA. Following penalties will be imposed in case of violation of SLA and the contract will be liable for cancellation if cumulative penalties rise to 10% of the contract value.

No.	Agreement Particular	Lower Performance	Penalties for breach		
			1 st Instance	2 nd Instance	3 rd Instance
1	Delay in reporting for duty by driver/vehicle/ failure to provide alternate arrangements in case of delay or breakdowns	More than 15 mins and less than 1 hour	Rs 500 per e-vehicle	Rs 1000 per e-vehicle	Rs 2000 per e-vehicle
2	Delay of reporting of driver/backup e-vehicle	Over 1 hour breakdown or delay in reporting	Rs. 2500 per instance for the first 5 instances, after which the contract will be terminated		
3	Non-compliance to daily service hours/km requirement, read in addition with clause 8.1	EV Not complying to daily service hours/km as per requirements provided in clause 4.7	Rs 500 per violation	Rs 1000 per violation	Rs 2000 per subsequent violation
4	Not maintaining the e-vehicle as per schedule	Rs. 1000 if delayed by one day, up to 10 days after which the contract will be terminated			
5	All mandatory certifications required for operation of e-vehicle should be obtained	To be acquired before its expiry failing which contract will be terminated			

timely and remain valid

6 Change in driver without prior
intimation to the Hiring Agency Rs 500 for each instance

Calculation Formula for the Service

$\$total = \$cost * \$quantity * \no_of_month

\$cost = Cost per Hiring month inclusive of GST (INR)

\$quantity = Number of Vehicles

\$no_of_month = Number of Months within Contract Period for hiring of vehicle

*****END OF DOCUMENT*****

Corrigendum

1. **Extended Upto** : 2021-11-15 09:00:00

Additional Required Data/Document(s) : Buyer

1. **Buyer may upload Additional SLA and Terms and Conditions as requirement to the bid if not adhere to the standard SLA of the Service**[click here](#)

Additional Data/Document(s) : Seller

1. Percentage Of Gst Applicable In The Rate Offered (in Percentage) : Five
2. **Certificate (Requested in ATC)** [:click here](#)
3. **Documentary Evidence To Be Submitted By Service Provider As Mentioned By Buyer In The Bid** [click here](#)
4. **Please Upload The Document As Desired By Buyer Under Additional Condition** [click here](#)

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.

2. Buyer Added Bid Specific Terms and Conditions-

2.1 AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. **DOCUMENTARY EVIDENCE TO BE SUBMITTED.**

2.2 Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

2.3 Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

2.4 The Service Provider must own 10% of the bid quantity of vehicles in Service Provider's name or in the name of the proprietor / partner of the Service Provider. Necessary documents relating to proof of ownership will be uploaded by the bidder for verification of the buyer. Such Service Provider owned vehicles will be part of the fleet to be deployed by the Service Provider in case he gets the contract against this bid.

2.5 Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

2.6 For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.

b. Execution certificate by client with order value.

c. Any other document in support of order execution like Third Party Inspection release note, etc.

2.7 Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

2.8 Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

2.9 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.

2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.

3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

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