

Contract



Contract No: GEMC-511687733194234

Generated Date: 28-Dec-2021

Bid/RA/PR No: [GEM/2021/B/1728471](#)

Organisation Details Type: Central Government Ministry: Ministry of Health and Family Welfare Department: Department of Health and Family Welfare Organisation: Central Drugs Standard Control Organization (CDSCO) Online Name: Application for Licensing Office Zone: Central Drugs Standard Control Organization Hq	Buyer Details Designation: Deputy Director Administration Contact No.: 011-23236971-311 Email ID: amitkumar.mol@nic.in GSTIN: 07DELO04128F1DD Address: FDA Bhawan Kotla Road Near Bal Bhawan ITO New Delhi, CENTRAL DELHI, DELHI-110002, India
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Financial Approval Detail IFD Concurrence: Yes Designation of Administrative Approval: DCG(I) Designation of Financial Approval: DGHS	Paying Authority Details Payment Mode: PFMS Designation: Section Officer HQ Email ID: dcsection@cdsco.nic.in GSTIN: - Address: FDA Bhawan Kotla Road Near Bal Bhawan ITO New Delhi, CENTRAL DELHI, DELHI-110002, India
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Consignee Details		
S.No	Consignee Name & Address	Service Description
1	Contact: 011-23236971-311 Email ID: amitkumar.mol@nic.in GSTIN: 07DELO04128F1DD Address: FDA Bhawan Kotla Road Near Bal Bhawan ITO New Delhi, CENTRAL DELHI, DELHI-110002, India	AMC / CMC of Fire Detection, Fire Alarm, Fire Hydrant and Sprinkler System

Service Provider Details	
GeM Seller ID:	4FE9180000561917
Company Name:	NATIONAL SAFETY ENGINEERS
Contact No.:	08287846492
Email ID:	nsemoorthy@gmail.com
Address:	E-561 (IInd Floor),PALAM EXTN., RAMPHAL CHOWK,DWARKA SECTOR-7, NEW DELHI, DELHI-110077, -
MSME verified:	Yes
MSME Registration number:	DL10D0000347
GSTIN:	07ADCPT3599E3Z6

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

Service Details	
Contract Start Date :04-Jan-2022	Contract End Date :03-Jan-2023

Category Name : AMC / CMC of Fire Detection, Fire Alarm, Fire Hydrant and Sprinkler System	
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Billing Cycle : monthly	
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Description	Number of Months of the Contract Period	(Unit Price) AMC Charges Per Month (inclusive of GST)										
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Cost for Consumables/ Materials :</td> <td>Not Applicable</td> </tr> <tr> <td>Type of Building :</td> <td>Institutional</td> </tr> <tr> <td>Type of System :</td> <td>Fire alarm and Fire Fighting System</td> </tr> <tr> <td>Age of System / Equipments :</td> <td>More Than 5 Years</td> </tr> <tr> <td>Equipments :</td> <td>Sprinklers, Fire Hydrant Control Panel, Fire Hydrant Nozzle, Fire Hydrant Hose Pipes, Hose Reel, Hose Box, Hydrant Valves, Pump With Diesel Genset, Electric Pump With Monoblock, Sand Buckets, Battery, Hooters, Fire Alarm Control Panel, Fire Detectors, Smoke Detectors, Heat Detectors, PA SYSTEM, Sprinkler System Control Panel</td> </tr> </table>	Cost for Consumables/ Materials :	Not Applicable	Type of Building :	Institutional	Type of System :	Fire alarm and Fire Fighting System	Age of System / Equipments :	More Than 5 Years	Equipments :	Sprinklers, Fire Hydrant Control Panel, Fire Hydrant Nozzle, Fire Hydrant Hose Pipes, Hose Reel, Hose Box, Hydrant Valves, Pump With Diesel Genset, Electric Pump With Monoblock, Sand Buckets, Battery, Hooters, Fire Alarm Control Panel, Fire Detectors, Smoke Detectors, Heat Detectors, PA SYSTEM, Sprinkler System Control Panel	12	170490.000
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Type of Contract :	Comprehensive		
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Total Amount (Formula) : (AMC Charges Per Month (inclusive of GST)*Number of Months of the Contract Period)	
Total Value without Addons :	2045880
Total Addon Value	0
Total Value Including Addons	2045880

Amount of Contract	
Total Contract Value Including All Duties and Taxes in INR	2045880

SLA Details - AMC / CMC of Fire Detection, Fire Alarm, Fire Hydrant and Sprinkler System

SERVICE STC
SPECIAL TERMS AND CONDITIONS

FOR ANNUAL / COMPREHENSIVE MAINTENANCE SERVICES FOR FIRE DETECTION, FIRE ALARM SYSTEMS, FIRE HYDRANT SYSTEM AND SPRINKLER SYSTEM

1. **PREAMBLE:**
2. **All ANNUAL / COMPREHENSIVE Maintenance Contracts** placed through GeM shall be governed by following set of Terms and Conditions:
 1. General terms and conditions for Goods and Services.
 2. Service Specific STC of AMC / CMC Services - as defined in Service Catalogue which includes SLA for the Service for a product.
 3. BID / Reverse Auction specific ATC (if applicable)
1. The above terms and conditions are in reverse order of precedence i.e. Bid / RA Specific ATC shall supersede the Service Specific STC and GTC and Service Specific STC shall supersede over the GTC, only in case of any conflicting provisions.
2. The above set of conditions along with Scope of service including price as enumerated in the Contract Document shall be construed to be part of the contract.
3. **Agreement Overview**

This Agreement represents the Special Terms and Condition (STC) and includes the specific Service Level Agreement (SLA) between the Buyer and the ANNUAL / COMPREHENSIVE Maintenance Service Provider. This Agreement outlines the Scope of Work, Stakeholder's Obligation and terms and conditions of Services covered as they are mutually understood by the stakeholders.

3. 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 maintenance service to buyer by service provider.

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. Depict Terms and Conditions of the service for all the involved stakeholders.

To ensure that all stakeholders understand the consequences in case of termination of services due to any of the stated reasons, violations of service level agreement

The agreement will act as a reference document that both the parties have understood the mentioned terms and conditions and have agreed to comply the same.

4. Stakeholders

Following are the stakeholders associated with this agreement:

1. Buyer / Consignee-
2. Service Provider or ANNUAL / COMPREHENSIVE Maintenance Contract Service Provider

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 documents.

5. Scope of the services

The maintenance involved shall be as per the packages specified. The scope of ANNUAL / COMPREHENSIVE Maintenance (AMC / CMC) Service covers upkeep and smooth working of the equipment within the premises of user department as per laid down SLA and any other provisions contained in the contract. The AMC / CMC services shall consist/ inclusive of the following:

1. **Round the clock maintenance** of Fire Detection and Fire Alarm System, Hydrant and Sprinkler System and equipment as described in the scope of the work such as job includes servicing of equipment/systems, testing of firefighting pumps sets etc.
1. Following is the **list of the equipment** required to be operated and maintained by Service Provider for their smooth working and performance. In order to ensure 100% serviceability for efficient working of the equipment under contract the scope of work will include the following:

• **List of Equipment's**

Fire Detection and Fire Alarm System

1. The scope covers periodic maintenance once in fortnight of complete Fire Alarm Systems which includes Fire Alarm Panels, Hooters, Smoke Sensors, Heat Sensors, Gas Sensors, and all other Sensors Call Systems, Auto-diallers, Hooters, Alarm Panels and Complete Wiring, and replace and rectify the damaged / defective products and any other work to maintain the serviceability of the and submit report accordingly.

Fire Hydrant and Sprinkler System

1. The scope covers periodic maintenance once in fortnight of complete Fire Alarm Systems which includes Fire Alarm Panels, Hooters, Smoke Sensors, Heat Sensors, Gas Sensors, and all other Sensors Call Systems, Auto-diallers, Hooters, Alarm Panels and Complete Wiring, and replace and rectify the damaged / defective parts. Checking of electrical terminals, contact points of the starters/contractors, and relays installed in various control panels.
2. Each Pump should be tested for at least 60 seconds every visit. Discharge of water should be from Hydrant or through a test line. Unnecessary sound and vibration should be noted and corrected.
 - Pump automation should be checked.
1. Greasing of pumps and motors to be carried out as per manufacturers recommendation or whenever necessary.
2. Hydrant externally and terrace shall be tested with hose and branch pipe. The jet shall be operated for at least 2 minutes. Hose shall be dried before rolling.
3. First Aid Hose Reels shall be tested by swinging it on its support and partly opening the hose and discharge of water for 60 seconds. Each Hose shall be tested. There shall be no leakage from MS piping or from clips holding rubber or even from rubber pipe. Hose pipe shall be rolled back uniformly, line by line.
 - First Aid Hose Reel shall be extended to full length and water discharged for 120 seconds. The pipe shall be rolled back uniformly, line by line.
 - Internal Hose Cabinet shutters (including glass) shall be cleaned every visit. Dust and dirt within cabinet shall be removed in every visit.
1. Any line rupture affecting hydrants should be repaired within 12 hours. Other repairs should be carried out within 24 hours. In case of any delay in carrying out of such works, a fine of Rs.500 per day shall be imposed.
2. Replacing of gland packing/seals in various pumps and valves on as and when required to ensure that there is no leakage.
3. All sprinklers system piping and others should be checked and rectified to ensure adequate pressure as desired.
 - All leaked / damaged sprinklers should be replaced as and when found damaged.

6. Buyer Obligations

1. Buyer should provide the details such as model numbers of equipment's/ system etc for information to the prospective service provider at the time of bidding. The details shall include all the including its integral/ essential part and accessories of the System to be covered under the scope of the contract while bidding for the services. Further on entering the contract may provide spare parts list, cat part ID etc as available with them to the service provider for effective service rendering. Service provider shall also have knowledge regarding spare parts and part list numbers etc for the equipment's for which they are offering the services.
2. Buyer shall nominate a Nodal officer/engineer in-charge from its organization to coordinate with Service Provider to facilitate proper co-ordination.
 - Buyer Department shall ensure that the Service Provider or its authorized personnel gets the required access to location/areas/rooms for providing the services as per contract.
1. Buyer should also indicate details of any previous break downs and repairs made on the equipment at start of the AMC / CMC services to the successful service provider.

7. Service Provider Obligations

1. The Service provider is required to visit the site before quoting for the AMC/CMC and must inspect the complete system installed in the premises and note down the products/equipments which need to repaired/rectified/replaced beforehand.
2. Service provider should maintain register indicating details of equipment/Equipment's being maintained and details of rooms/place where they are placed. In case any equipment's shifted during tenure of the contract with in same location the change details are also to be kept on record/registers. Such shifting within the same location shall be done under supervision of the AMC / CMC service provider and buyer department should ensure that information is given to service provider and they are also associated. However cost of such shifting shall not be responsibility of service provider.
 - Service Provider should depute trained and technically competent service engineer / engineers at users' premises to ensure proper upkeep of equipment and quick resolution of fault during the AMC / CMC period.
1. Service provider should have facility to enable user department to register complaints through call centre or through website or email. In case of several equipment's involved service provider can also consider maintaining a help desk in premises of consignee. Proper record of the complaints should be maintained by the AMC / CMC call centre/office/Support Engineer /help desk at each consignee location / user premises.
2. Service Provider should ensure availability of suitable instruments / tools for their service engineer to examine and repair the equipment. Any cleaning solution or chemical required also to be made available to service engineer.
3. Service Provider is required to maintain the log sheet which will include number of services provided during the contract period with dates and part of the equipment got repaired or replaced, with its proper model number and necessary details.
 - The Service Provider must fulfil the requirement of number of maintenance services.
 - Service provider shall maintain the confidentiality of any information related to the equipment's under AMC / CMC. Service provider will be required to take appropriate actions in respect of personnel engaged to ensure the obligations of non-use and non-disclosure of confidential information.
1. Service provider shall ensure strict compliance of scope of services as per package offered by them and specified in the order.
2. Replacement of filters, membranes and other parts shall be under responsibility of service provider as specified in relevant package. The replacements are to be affected as per requirements specified in OEM Manual.

8. Special Terms and Conditions

1. Service provider shall have experience in repair and maintenance services.
2. FIRE DETECTION, FIRE ALARM SYSTEMS, FIRE HYDRANT SYSTEM AND SPRINKLER SYSTEM is to be checked for ensuring output water TDS level within permissible limits as per specification the equipment during monthly preventive maintenance visits.
 - The comprehensive maintenance includes preventive maintenance on monthly basis and regular services of the various equipment's and/or replacement of any items necessary for keeping the purifier in active working condition and free from any defects/disturbance and on any unscheduled call for corrective and maintenance services.
1. The user Departments shall provide details of Equipment Quantity, Location, Invoice Date/ vintage, Brief Problems of Machine (if any), to enable the service provider to prepare the maintenance work.
2. Service Provider, as per need and requirement of the contract fulfilment, shall ensure appropriate deployment of the manpower.

3. Repair should be conducted as per standard accepted guidelines for the FIRE DETECTION, FIRE ALARM SYSTEMS, FIRE HYDRANT SYSTEM AND SPRINKLER SYSTEM repair and as per OEM manual .The parts/components/sub-assemblies used for repair/replacement by the service provider will be of same make and functional capability as originally available in the PURIFIER . All types of spares, consumables and accessories shall be available with the service provider for equipment's covered under the contract. An undertaking is required to be submitted to this effect at start of AMC / CMC services.

- The new parts when to be fitted is to be verified before fitting to equipment's .The removed part is to be handed over to user department .In case service provider notice any part is missing same to be brought to notice of buyer department or otherwise responsibility shall be of service provider Service provider shall ensure that only original parts of same make/brand are used for replacement
- Escalation matrix and name of persons coordinating AMC / CMC jobs to be submitted to buyer after AMC / CMC is awarded. Service provider shall make sure that equipment under AMC / CMC are in working conditions in users' premises. The service provider shall provide service support as and when required during the AMC / CMC period without any extra cost

1. Immediately on award of the service contract, the service provider would give a report regarding taking over of the FIRE DETECTION, FIRE ALARM SYSTEMS, FIRE HYDRANT SYSTEM AND SPRINKLER SYSTEM. It shall be the responsibility of the service provider to make the FIRE DETECTION, FIRE ALARM SYSTEMS, FIRE HYDRANT SYSTEM AND SPRINKLER SYSTEM work satisfactorily throughout the contract period, also to hand over the FIRE DETECTION, FIRE ALARM SYSTEMS, FIRE HYDRANT SYSTEM AND SPRINKLER SYSTEM to the department in working condition on expiry of the contract. In case any damage in the same is found, penalty would be applied at the time of payment and the amount as per the defined penalty would be deducted.

2. All the consumable articles / parts such as material required for cleaning repairs and maintenance will be provided by the service provider at no extra charge to the buyer. The spares and accessories shall be of standard quality. The spares and accessories shall be compatible with purifier and according to specification provided by the manufacturer and with best quality

3. In case of delay in attending to problems, breakdown of systems due to improper handling by service provider personnel etc suitable penalties for violation of service level agreements shall be levied as indicated in the Penalty Clauses

- The comprehensive maintenance/ ANNUAL / COMPREHENSIVE maintenance shall be carried out primarily at the premises as specified in the service order, during office hours. In case, the Service Provider feels that the equipment cannot be repaired at site, they should carry and deliver the equipment back at their own cost and risk to get it repaired promptly. While taking out the equipment Gate pass to be obtained from the Buyer/nodal officer.
- After carrying out repair when required certificate regarding equipment working should be obtained from concerned user department representative
- In case the Service Provider fails in adhering to the maintenance requirements, and Buyer made alternative arrangements for the servicing/maintenance, then Service Provider would reimburse the cost of such arrangements

1. A preventive periodic maintenance report shall be submitted by the service provider to the buyer organization nodal officer

- Service provider to give guarantee for the replaced part as per OEM warranty or at least 6 months if not covered in OEM warranty .Service provider is to ensure that only original part of same model/brand are used for replacement .In case of replacement of parts are not covered as per the package applicable service provider shall ensure that rates charged are not more than OEM rates.
- **Response Time** Ordinarily a complaint must be attended within 24 hours when no change of spare part is involved, however, in case of requirement of change of spare part, the complaint should be resolved within 72 hours of lodging. In case the system is not repaired, or an alternative system not supplied within the period of 72 hours from the time of failure reported, then the buyer may choose to get the same repaired by or replaced from any other agency and the cost and expenditure incurred therein shall be recoverable from the service provider.
- **System Uptime:** Service provider shall ensure that equipment is maintained and in case of any reported fault shall be repaired without any delay. The total uptime of the equipment should be 95% of the period covered in the AMC / CMC.
- AMC / CMC Service provider shall be responsible for ensuring that the resources employed for carrying out the servicing and repair shall conduct themselves appropriately in the premises of the buyer department. In case of any misconduct penalties as indicated in the SLA shall be levied and service provider shall be required to terminate the resource with immediate effect.

1. The service provider shall provide proper identification cards for the resources and uniform etc so that the only authorized service persons are attending to the servicing and repair work. The details of resources who shall be used for carrying out work should be informed in advance to maximum extent possible

- In case resources employed by service provider resort to any theft the cost of the article shall be recoverable from the service provider in addition to any other criminal action against the resource
- The parties agree and acknowledge that the terms of agreement are on principal-to-principal basis and nothing in this agreement shall be construed to confer the service providers nor its resources/ employees as the employees of the Buyer. The resources used by service provider to carry out maintenance shall be on rolls of service provider and shall have no claim whatsoever for any benefits from the buyer department. Service provider shall be responsible for complying with any applicable minimum wages and other statutory compliances

9. Payment Terms

1. The payment will be made to AMC / CMC Service provider on quarterly basis (if the services are satisfactory) on submission of bill by the service provider on completion of each quarter after deducting penalty amount, if any.
2. Enhancement or decrease of taxes, duties or prices of components, etc., will not affect the AMC / CMC rates during the entire period of AMC / CMC; no difference shall be paid or claimed as a result of the above.

10. Breach of Contract and Termination

1. The Agreement shall be come to an end either on completion of the Contract Period or shall be terminated for the following reasons by either party:
2. Mutual consent: The contract may be terminated based on mutual consent in case the services are no longer required by the Buyer by providing reasonable notice period as per the term of the contract or minimum of 30days. 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.
- 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. The Service Provider shall have the right to terminate the contract without any liability to the Buyer if the Buyer fails to make payments to the Service Provider as per the payment scheduled agreed in the Contract.
1. Breach of SLAs: The Service Provider shall be responsible for faithful compliance of the terms and conditions of this agreement. In case of non-compliance of Service obligations, penalty per default will be imposed as per SLA. Non delivery of service in time, not starting work in time, violation of existing laws and statutory requirements, committing fraud etc will be considered as a major default and the contract will be cancelled immediately without giving any further notice
2. Penalty to be imposed if the resolution / maintenance involving part replacement is delayed above 72 Hrs

3. If the service providers are not able to complete or turn up for the calls, then users can avail the services from any other local service provider / local technician and the amount so spent can be deducted from the bill of Service Provider / from his due amount.
4. Penalty will be imposed in case of failure to meet the SPECIFIED Uptime
5. The cumulative penalty cannot exceed 10% of the contract value for that period. The contract may be terminated by the Buyer once this limit is breached without any prejudice to other contractual remedy.

11. Penalties

SI. No	Service Level Agreement	Base Line Performance	First default	Second default	Third default and subsequent defaults
1	Delay in starting the AMC / CMC Services	AMC / CMC services to start within maximum 2 weeks	Termination of contract		
2	Log sheet Maintenance	Log sheet to be maintained Per Visit / per maintenance arising on call	Warning to be given	Rs 250	Rs 500
3	Delay in carrying out Preventive maintenance as per schedule	To be carried out as per intervals applicable	0.5 % of billed amount for everyday delay		
4	Delay in carrying out repairs where no spare part change is involved	24 hours of reporting	1 % of billing amount for the quarter for every one-day delay	2% of billing amount for quarter for every one-day delay	3% of billing amount per quarter for every one-day delay
5	Delay in carrying out repair in where change of spare part is involved	should be resolved within 72 hours of lodging	2 % of billing amount for the quarter for every one-day delay	3 % of billing amount for quarter for every one-day delay	5 % of billing amount per quarter for every one-day delay
6	Non provision of proper identity card to resources employed by service provider or non-display of identity card	Should be provided	Rs 500	RRs 750	Rs 1000 for 3rd and subsequent default
7	If the employee of service provider is found to have misconduct or misbehaved in any manner or resort to any violent behaviour etc with or employees of buyer organisation or other employees of service provider	No such occasion should happen	Rs 1000 and resource to be terminated in addition to any other action as deemed fit by buyer organization	Rs 2500 and resource to be terminated in addition to any other action as deemed fit by buyer organization	Rs 5000 and resource to be terminated in addition to any other action as deemed fit by buyer organization
8	Substandard parts /Non-OEM parts are used while undertaking replacement	No such occasion should happen	Immediate replacement with genuine and quality parts with penalty of Rs 1000	Immediate replacement with genuine and quality parts with penalty of Rs 2500	Cancellation of the contract

Additional Required Data/Document(s) : Buyer

1. **Total experience in providing AMC Services of Fire Fighting Equipments to government departments, public sector companies, and government autonomous organizations** : Completion Certificates and Work orders should be uploaded
2. **Non-Blacklisting/Debarment** : Undertaking to be submitted
3. **Upload detailed Scope of Work** [click here](#)

Additional Data/Document(s) : Seller

1. **Certificate (Requested in ATC)** [click here](#)
2. **Catalogue For Fire Fighting** [click here](#)
3. **Annual Turnover And Profit Requirement** [click here](#)
4. **The Bidder Shall Be An Indian Proprietary Firm, Partnership Firm Or Company Registered Under Respective Act(s)**[click here](#)
5. **Total Experience In Providing Fire Fighting Services Services To Government Departments, Public Sector Companies, And Government Autonomous Organizations** [click here](#)
6. **Geographic Presence** [click here](#)
7. **Non-blacklisting/debarment** [click here](#)
8. **Registration Documents** [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 Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.

2.2 If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.

2.3 Generic:

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 50% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2.4 Service & Support:

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.**

2.5 Certificates:

ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

2.6 Certificates:

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.

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