Logistics Service Provider (Vendor/LSP) should be a Company incorporated under the Companies Act, 1956, having its registration with Income Tax, Service Tax & Other Legal entities as per government laws. Vendor should be engaged in the business of providing Logistics Services Micromax (Company) is desirous of availing services of the Vendor for handling of Air Shipments & containerized cargo at its manufacturing facilities mentioned hereinafter and the Vendor agrees to provide services more specifically mentioned hereinafter to the Company on the terms and conditions contained in this special contract & its Annexure(s).  
1. Applicability This e-bidding shall cover all the affiliates/divisions of the Company.  
2. Security The Vendor shall be fully responsible for security of the goods entrusted to it by the Company. The security of the goods shall be of PRIME importance and Vendor has to ensure that: Vendor's security policy is well defined & properly documented (i.e.ISO). Vendor must have proper IT, Personnel & Material Security Plan. The Company can, at any time, inspect and audit the Security Procedures followed by the Vendor.  
3. Vendor’s Responsibility The Vendor shall be responsible for any loss and / or damage caused to the goods handed over to the Vendor for carriage and issue clear Consignment Notes/AWB/Bill of Lading. The Vendor shall take adequate precautions to ensure that goods are handled carefully and make good the loss and / or expenses, if any, incurred in respect thereof. Without the written authorization of the Company, the Vendor shall not retain or detain its goods, for any reason whatsoever, Without the prior written permission of the Company, the Vendor shall not, for any reason whatsoever, sell or dispose of the goods of the Company The Vendor shall solely be responsible for satisfactory & safe delivery of the goods lifted by it along with all related documents, at the delivery point. It will also responsible for protection of goods in transit against weather damages and/ or any hazard breakages / damages/ theft etc. The Vendor shall adhere to all safety norms in order to avoid any mishap during Loading /Unloading and act with due care and vigilance. It shall be completely responsible for the safety of the goods in transit. The Vendor shall keep the Company informed about the status of the goods through appropriate means. In the event of damages to the goods in transit, either by accident or otherwise, Vendor shall take necessary precautions by filing the necessary FIR, co-operate with the Agent/Surveyor of the Insurance Company to asses the loss sustained and would provide damage/shortage certificates or any other documents as required from time to time for claiming insurance by the Company. Any violation of this condition shall be a material violation and the Company reserves the right to terminate the contract and claim damages from the vendor. The Goods will be insured by the Company. However, if any damage is caused to the goods due to the negligence of the Vendor, then the amount of the same shall be recovered from the Vendor. Tracking Mechanism: The vendor must have a good shipment tracking mechanism. The Vendor should ensure smooth document flow from the Company. It shall submit Status Report with all relevant details to hands-on contacts in the Company. Further, statement regarding any outstanding amount is required to be submitted at the end of every month.  
4. Compliance/Statutory Requirements: The vendor shall solely be responsible for complying with all applicable laws, rules, regulations, government orders etc as amended from time to time. It shall also be responsible for fulfillment of all statutory requirement required to be fulfilled for smooth transportation without any delay. Any penalty/ fine imposed by any authorities for non-compliance shall be borne by the vendor.  
5. Exception Reporting Statutory Requirements: Every deviation to normal routine will be treated as incident & same should be immediately reported through Phone & E-mail to concerned hands-on contacts in Moser Baer. A detailed analysis report along with corrective & preventive actions should be submitted to Moser Baer Logistics Department within 3 working days of incident occurrence. The detail of incident and deviations is provided in Annexure 1  
6. Indemnity Contractor shall indemnify and hold the Company harmless against any or all direct and indirect losses, liabilities, claims etc. incurred by the Company arising out breach of any term of this agreement. The Contractor further agrees to indemnify and at all times to keep the Company indemnified against any claim, dispute, statutory notices and demands, compensation for death or injury, or litigation of whatsoever nature against the Company emanating from any third parties; labor, staff or personnel deployed by the Contractor; or govt. authorities, departments, attributable to the performance of the agreement by the Contractor. The Contractor further agrees to pay or make good all expenses and incidentals that the Company may incur in defending such claim, dispute or litigation including agent, counsel or professional fee. The Contractor shall indemnify and at all times keep indemnified the Company against all outgoings of the Company in such matters towards satisfaction of any award of a tribunal, court decree, demand letter from any quasi judicial authority, or execution proceedings in court.  
7. Right to Appointment The Company reserves all rights to appoint any vendor/fleet owner for transportation and also reserve the rights to decide the share of business to be allocated to such vendor/fleet owner. The vendor may get business for a short period in order to test the service level and if found satisfactory, his contact may be extended. Further, service performance of the vendor shall be assessed on quarterly basis on the basis of certain parameters  
8. Relationship The relationship between the Company and the Vendor is as of Principal-to-principal. The Vendor is not an agent of the company and nothing in this contract makes the parties partners, joint ventures, co-owners or participants in any joint venture. This agreement does not give either party the power to direct or control the day-to-day activities of the other or allows either party to create or assume any obligation on behalf of the other. Further, this contract does not confer any exclusive privilege to the vendor for transportation of the company's goods and the company reserve the right to engage the services of any other vendor as it deems fit.  
9. Confidentiality: Vendor will at all times, during the agreement Term and after the termination of this agreement, shall keep in confidence all of the Company’s Confidential Information, and will not use such Confidential Information without the other Company’s prior written consent for any purposes other than set forth in this Agreement.  
10. Transit Times & Schedules Vendor should ensure that cargo arrives at Destination within committed transit & any deviation on same is communicated within reasonable time.  
11. Liquidity Damage Charges For the late pick-up of cargo: In case the Service Provider fails to pickup the cargo within 24 hours of the requisition at the loading point, the company will be free to hire the any vendor from outside and difference in freight and other expenses, if any, will be deducted from the Service Provider’s bills. For delayed booking on Flight: Material should be booked on first available flight, any delay in loading of cargo on flight is not permissible without company’s permission and if it is proved that delay has taken place due to negligence at Service Provider’s end; the entire loss on account of delay will be recovered from the Service Provider. For delay at Trans-shipment: No delay at trans-shipment of material in any case is permissible without company’s permission and if it is proved that cargo was waiting at transshipment point without the company’s knowledge; the entire loss on account of delay will be recovered from the Service Provider. For unloading goods in other unauthorized place/Godown: Incase due to any other reason Company’s Material is unloaded in any unauthorized place/ Godown, any shortage and damage arising out of this activity will be debited to service provider’s account.  
12. Invoicing & Payment Terms Services shall be rendered by the Vendor on “To be Billed “Basis. The Company will not make any advance payment to the Vendor for any job/work assigned to it. The invoices shall be submitted by the Vendor twice in a month (Preferably on 1st & 15th day of month) along with the complete checklist provided in Annexure-5. The invoices submitted shall be processed & paid within 30 days of the submission of the same. For the purpose of availing TDS exemption, the Vendor is required to obtain and submit TDS exemption certificate issued by Income Tax Authority. A declaration on the letter head is not sufficient for availing the exemption and unless TDS exemption certificate is submitted, TDS will be deducted by the Company on full amount of the debit note. For charging Service Tax, the Vendor must have Registration and its Service Tax Registration number must be appear on the invoice raised. The amount of Service Tax charged must be separately mentioned in the invoice and should not be clubbed with any other charges. For any additional amount charged, the Vendor must take prior approval from appropriate authority of the company & provide the supporting documents for the amount claimed.  
13. Assignment and Sub-contracting: Contractor shall not subcontract or assign this agreement or rights and obligation contained herein to any third party without prior written consent of the Company.  
14. Termination: Company may terminate this agreement at any time without notice if the VENDOR becomes insolvent or otherwise is unable to carry on the work entrusted or finds him acting negligently.  
15. Arbitration Any dispute arising out of this agreement of interpretation thereof shall be settled amicably. In event of failure of parties to arrive at amicable settlement within a period of thirty (30) days from the date of start of such negotiation, the same shall be settled by Arbitration. Any party may initiate arbitration only after a notice in writing to other party clearly mentioning the nature of dispute. Arbitration proceeding shall be conducted by a mutually agreed Sole Arbitrator. The Arbitration and Conciliation Act, 1996 and any statutory modification shall govern the arbitration proceedings. Venue of arbitration shall be New Delhi, India and award of the arbitration shall be final and binding on the parties.  
16. Applicable Law and Jurisdiction This agreement shall be governed by Laws of Union of India and Courts at New Delhi shall have exclusive jurisdiction.  
17. Commercial Terms & Conditions : It may be noted that the lowest bidding tenderer in the online bidding need not automatically win the business and if Company is not satisfied with the price achieved through the e-bidding process. Company reserves the right to negotiate further with the bidders to achieve a suitable price. By clicking on “I Agree” the bidder confirm that rates offered in online price bid will remain valid up to specified tenure mentioned in subject line from the date of execution of bid. Rates finalized thru’ e-bidding would be valid and binding on the tenderer for bidding tenure mentioned subject line of e-bidding from the execution date of opening of bid unless extended by mutual consent in writing. During the validity period, tenderer will not be allowed either to withdraw or revise his offer on his own. Breach of this provision will entail forfeiture of the Pending Payments / Earnest Money Deposit. Once the tender is accepted and work awarded, the rates will be valid for the entire contractual period.