

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687734475354

अनुबंध तिथि | Contract Generated Date : 13-Mar-2024

<b>संगठन विवरण   Organisation Details</b> प्ररूप   Type : Central PSU मंत्रालय   Ministry : Ministry of Finance विभाग   Department : Department of Financial Services संगठन का नाम   Organisation Name : Oriental Insurance Company Ltd कार्यालय क्षेत्र   Office Zone : India	<b>खरीदार विवरण   Buyer Details</b> पद   Designation : AM Estate संपर्क नंबर   Contact No. : 020-41320083- ईमेल आईडी   Email ID : buycon127.oicl.mh@gembuyer.in जीएसटीआईएन   GSTIN : 27AAACT0627R4ZW पता   Address : The Oriental Insurance Co. Ltd., Regional Office, 1st Floor, Mayfair Tower, Wakdewadi, Shivaji Nagar,, PUNE, MAHARASHTRA-411005, India
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<b>वित्तीय स्वीकृति विवरण   Financial Approval Detail</b> आईएफडी सहमति   IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval: Regional Manager वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : Regional manager	<b>भुगतान प्राधिकरण विवरण   Paying Authority Details</b> भुगतान का तरीका   Role: PAO भुगतान का तरीका   Payment Mode: Offline पद   Designation : Pune Manager ईमेल आईडी   Email ID : pay25.oicl.mh@gembuyer.in जीएसटीआईएन   GSTIN : 27AAACT0627R4ZW पता   Address: The Oriental Insurance Co. Ltd., Regional Office, 1st Floor, Mayfair Tower, Wakdewadi, Shivaji Nagar,, Pune, MAHARASHTRA-411005, India
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परोक्षिती विवरण   Consignee Details		
क्र.सं.   S.No	परोक्षिती नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description
1	संपर्क   Contact : 020-41320083- ईमेल आईडी   Email ID : buycon127.oicl.mh@gembuyer.in जीएसटीआईएन   GSTIN : 27AAACT0627R4ZW पता   Address : The Oriental Insurance Co. Ltd., Regional Office, 1st Floor, Mayfair Tower, Wakdewadi, Shivaji Nagar,, PUNE, MAHARASHTRA-411005, India	ANNUAL MAINTENANCE SERVICE FOR Centralised air conditioning system

सेवा प्रदाता विवरण   Service Provider Details	
जेम विक्रेता आईडी   GeM Seller ID :	5630180000544507
कंपनी का नाम   Company Name :	PATEL ENGINEERING
संपर्क नंबर   Contact No. :	09823264461
ईमेल आईडी   Email ID :	patelengnagpur@gmail.com
पता   Address :	S-1 Anand Bhavan, Cement Road, Main Road, Nandanvan, Nandanvan, Nagpur, MAHARASHTRA-440009, -
एमएसएमई पंजीकरण संख्या   MSME Registration number :	UDYAM-MH-20-0040404
एमएसई सामाजिक श्रेणी   MSE Social Category :	General
एमएसई लिंग श्रेणी   MSE Gender :	Male
जीएसटीआईएन   GSTIN:	27AOZPP4851R1ZK

\*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Buyer

### सेवा विवरण | Service Details

सेवा प्रारंभ दिनांक (नवीनतम) | Service Start Date (latest by): 01-Apr-2024 सेवा समाप्ति तिथि | Service End Date : 31-Mar-2025

श्रेणी नाम | Category Name : ANNUAL MAINTENANCE SERVICE FOR Centralised air conditioning system

बिलिंग चक्र | Billing Cycle: weekly

विवरण   Description	Quantity	Cost per centralised air conditioning system per Annum
Type of Centralised air conditioning system	19	3125
All air system type centralised air conditioning system for cooling/heating purpose		
Total Cooling Capacity		
up to 50 Ton		
Total heating Capacity		
N/A		
Vintage		
10 years and above		
Number of On-site dedicated manpower (service engineer / system administrator) provided	2	NA ( for no dedicated manpower provided)
Duty hours for dedicated manpower provided		
5 days		
Working days in a week	5 days	5 days

Frequency of Preventive maintenance visit	QUARTERLY	
Condition of system ( at the time of Bidding)	Under AMC and function	
Type of AMC	Comprehensive	
Billing / payment Frequency	QUARTERLY	
<b>कुल राशि (रु)   Total Amount (Formula) :</b> ( Cost per centralised air conditioning system per Annum*Quantity*Contract Period/ 365 )		
ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)		59375
कुल एडऑन मूल्य   Total Addon Value(INR)		0
ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)		59375.00
<b>अनुबंध की राशि   Amount of Contract</b>		
सभी शुल्क और करों सहित कुल अनुबंध मूल्य   Total Contract Value Including All Duties and Taxes(INR)		59375

#### एसएलए विवरण | SLA Details

#### SERVICE STC

## SPECIAL TERMS AND CONDITIONS (STC) FOR

### AMC SERVICE OF CENTRALISED AIR CONDITIONING SYSTEM

#### 1. Preamble

1. All Annual Maintenance Contract (AMC) of Centralised Air Conditioning System placed through GeM shall be governed by the following set of terms and conditions:
  - General terms and conditions for Goods and Services;
  - Service STC contained in this document;
  - BID / Reverse Auction specific ATC (if applicable)

1.1)

1. The above terms and conditions are in reverse order of precedence e. ATC shall supersede STC which shall supersede GTC, in case of any conflicting provisions.
2. The above set of conditions along with the Scope of supply including price as enumerated in the Contract Document shall be construed to be part and parcel of the contract.
3. This document represents a Special Terms and Conditions (STC) and Service Level Agreement (SLA) governing the contract between the Buyer and Service Provider . The purpose of this document is to outline the scope of work, Stakeholder's obligation and terms and conditions of all the services covered as mutually understood and agreed by the stakeholders.

## 2. Stakeholders

- The main stakeholders associated with this STC are:
  1. Service Provider
  2. Buyer

The responsibilities and obligations of the stakeholders have been outlined in this document. This document also encompasses payment terms and penalties in case of non-adherence to the defined terms and conditions by the stakeholders. It is assumed that all the stakeholders have read and understood the same before signing this.

3. **Annual Maintenance Contract Service** -shall mean and include repair, replacement and upkeep of Centralised Air Conditioning System installed at Buyer's premises/office/building/location, without any extra cost and expenses to Buyer (hereinafter referred as to "AMC"). The scope of AMC for Centralised Air Conditioning System shall consist of two parts which are General Scope and Specific Scope as provide by the buyer at the time of bidding.

## 4. General Scope:

1. The contract shall be on comprehensive basis, inclusive of installation, repairs and replacement of the spare parts without any extra cost and expenses to the The Service Provider (SP) shall carry out quarterly routine services, preventive maintenance and breakdown maintenance for Centralised Air conditioning System covered under this AMC. The scope of Annual Comprehensive Maintenance Service covers upkeep and smooth working of the Centralised Air Conditioning System within the premises of Buyer's department as per provision laid down in SLA and other provisions contained in the contract.
2. The comprehensive Contract includes replacement of faulty spares like Compressors, Starting Capacitors, Running Capacitors, Relays, Thermostats, Fan Capacitors, Fan Motors, Selector switches, Power Contactors, Control Contactors, External Time Switch Units provided for specific time running of A.C's, Stabilizers, Rewinding of motors, providing Ball bearing of motors, Fan blades, Drive belt , Electronic Control Circuitry, Remote Control units, Condenser, Air handling units (AHU), Centrifugal fan, Filters, Cooling coils, Heating coils, Water coils, Preheater, Heater, Volume Control Diffusers, Damper, Humidifier, Mixing box, Duct Line/ Pipe line, Cassette, Chiller/Cooling Tower, Boiler, water pump, water pipeline, water drain/sewage line, valves, vibration isolators etc. including gas charging and attending all complaints and breakdowns of all types of air-conditioning system.

**Note:** Actual details such as make, model, ratings etc of each major component of the central air conditioning system shall be as per uploaded / provided by buyer along with bid.

## 5. Buyer Obligations:

1. The Specific Scope covering requirements/ guidelines of maintenance schedule for effective Maintenance of the each centralised air conditioning system to be carried out shall be provided by the buyer with approval of competent Authority at the time of bidding.
2. Complete system details such as make, model, rating etc regarding the each Centralised Air Conditioning System (such as Compressors, Starting Capacitors, Running Capacitors, Relays, Thermostats, Fan Capacitors, Fan Motors, Selector switches, Power Contactors, Control Contactors, External Time Switch Units provided for specific time running of A.C's, Stabilizers, Rewinding of motors, providing Ball bearing of motors, Fan blades, Drive belt , Electronic Control Circuitry, Remote Control units, Condenser, Air handling units(AHU), Centrifugal fan, Filters, Cooling coils, Heating coils, Water coils, Pre heater, Heater, Volume Control Diffusers, Damper, Humidifier, Mixing box, Duct

- Line/ Pipe line, Cassette, Chiller/Cooling Tower, Boiler, water pump, water pipeline, water drain/sewage line, valves, vibration isolators etc, along with Location of Centralised Air Conditioning System , Layout of duct pipeline/water pipeline, Vintage, Type of Refrigerant used etc.) shall be provided by the buyer with approval of competent Authority at the time of bidding.
3. Buyer shall nominate a Nodal officer/engineer in-charge from its organization to coordinate with Service Provider to facilitate proper co-ordination.
  4. 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.
  5. The buyer specific specialised activities/ work requirements depending on site/location/building and other relevant conditions / precaution / requirements/details/information essentially considered to be informed to the Service Provider, shall be provided by the buyer with approval of competent Authority at the time of bidding.
  6. If needed complete layout of the site/location/building where Centralised Air Conditioning System are located/installed may be provided by the Buyer to Service Provider after placement of the contract to the successful bidder.
  7. **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."  
8. Buyer must ensure that the service provider complies with the Rule 144(xi) of General Financial Rules (GFR), 2017 and the product supplied, if any, must also comply with Make In India guidelines of DPIIT"

## 6. Service Provider Obligations:

1. Service provider may depute/engage a suitable team to visit the site before bidding if required to fully understand the job and ascertain the difficulties that may be encountered during execution of the work. The sites visits shall be entirely at service provider's own cost and expense.
2. Service Provider shall depute OEM Authorized Service Engineer/ technically competent service engineer / engineers along with skilled helpers at Buyer's premises to ensure proper upkeep of the Centralised Air Conditioning system and quick resolution of the fault during the AMC period.
3. The Service Provider shall be responsible to take all precautions to ensure safety of the depute/engage engineer/technician/ labours / workers at work. The Service Provider will supply his labours / workers with safety equipment as per rules. The person engaged by service provider shall be given appropriate awareness on OH&S (Occupational Health and Safety), those personal who will carry out jobs affecting OH&S shall be properly trained and made competent for the job performed by them.
4. If service provider brings its own equipment to carryout of job inside the plant such equipment shall be subject to hazard identifications and risk assessment prior to commencement of During emergency situation which may be faced in the plant service provider personal should move to nearest emergency assembly points.
5. The service Provider shall not demolish, remove, or alter structures or Buyer facilities on the site without prior written approval of Buyer. The Service Provider shall clean/dispose of all the debris and other material accumulated due to servicing/ maintenance of the Centralised Air Conditioning System. The installation/ re-installation of Centralised Air Conditioning System NOT covered under the scope of the AMC.
6. During the routine servicing, the contractor should service centralised air conditioning system including water washing of filter, drain tray and pipe cleaning, Evaporator brush cleaning, oiling/greasing of all Fans/pumps, checking of current consumption, checking of output performance, testing of gas pressure, checking of fans, checking of fan motor and blades, water pump motor if necessary, water/chemical washing of Condenser Coil, checking of water level in chiller/cooling tower, water for boiler etc as applicable.
7. As and when required the service provider shall report to representative/nodal officer designated by buyer about performance of the Centralised Air Conditioning System.
8. The Service Provider shall undertake to arrange genuine spares parts of the Centralised Air Conditioning Systems and when required.
9. The Service Provider shall ensure availability of the spare parts in their stock. In case some of the major spare are not available with Service Provider, the same shall be arranged within seven days.
10. Service Provider shall maintain the confidentiality of any information related to the Centralised Air Conditioning System under AMC. Service Provider shall be required to take appropriate measure to maintain confidentiality obligations by its personnel engaged.
11. The AMC service shall be commenced maximum within 15 days (Two weeks) of award of contract.
12. Complaints regarding the non-functioning of air-conditioners/ heaters are to be attended within one day from time of reporting the complaint.
13. On award of the service order, the Service Provider would prepare a report regarding taking over of the Centralised Air Conditioning System before commencement of the AMC Service. It shall be the responsibility of the Service Provider to make the Centralised Air Conditioning System work satisfactorily throughout the contract period, also to hand over the Centralised Air Conditioning System to the department in working condition on expiry of the contract. Any damage to the Centralised Air Conditioning System in the contract period due to improper Maintenance practice to be rectified/ replaced by the Service Provider without any extra cost and expenses.
14. Service Provider shall maintain register indicating details of equipment being maintained and details of rooms/place where they are installed.
15. During AMC the Service Provider shall carry out ( ) number of services per year as per contract.
16. During AMC the Service Provider shall also carry out one number of preventive maintenance (overhauling) services per year.
17. No work will be undertaken on closed holidays and beyond office hours on any day except by prior approval / direction of the Buyer.
18. Service Provider shall have facility to enable user department to register complaints either through telephone or by E-mail at user premises. Proper record of the complaints shall be maintained by the Service Provider/ Support Engineer/ call center for each consignee location/ User Premises.
19. Service Provider shall ensure availability of suitable instruments/tools for their service Engineer to examine and repair the Centralised Air Conditioning systems.
20. In case of Centralized outdoor air inlets, this will ensure no winds or rain are likely to enter from outdoor environment.
21. The log books & records will be maintained and AC reading for each floor to be taken every two hours from 10.00 A.M to 4.00 M.
22. Breakdown calls shall be attended free of charge.
23. The preventive maintenance (overhauling) may cover the following as applicable :-
24. Apart from the overhauling, timely routine services are also to be carried out which shall cover the following works as applicable:-
  1. Checking the cooling coil condition and cleaning with water / chemical.
  2. Water/chemical cleaning of entire body and flush down any accumulated dirt / sludge from drain pipe and drain pan.
  3. Tightening of all screws, fasteners.
  4. Checking all the electrical parts and wiring and repair of such parts. Oiling of all the moving parts.
  5. Checking the play (gap) of condenser motor and if required, refurbishing/replacing defective worn out parts.
  6. Checking cooling effect and if it is found that gas is less the same has to be topped up.
  7. Cleaning/ replacement of filters.
  8. Servicing of remote control and microprocessor controls.
  9. Repair of damaged insulation of refrigeration duct/piping.
  10. Any other requirement as per the specific scope of service provided by the Buyer.
  11. Repair of fan and water pump including motor winding.
  12. Checking wiring / cable for signs of overheating.
  13. Checking and repair all water pipes leakage.
  14. Checking the AHUs for corrosion and cleaning the same.
  15. Checking the blower blades for defects and cleaning if required.
  16. Checking air flow and moisture eliminator/humidifier.
  17. Checking the Units, mountings /anti vibration pads and replace if required.
  18. Any other activity/ work as specified by the buyer under Specific scope / buyer specific specialised activities/ work requirements.
24. Apart from the overhauling, timely routine services are also to be carried out which shall cover the following works as applicable:-

1. Dust cleaning of entire unit by water/ air blower and cloth.
2. Cleaning of filters.
3. Checking/ tightening of all the screws/fasteners.
4. Checking and tightening of electrical contact points and parts and if required, replacement of the defective parts.
5. Checking oil level in the compressor.
6. Checking liquid sight glasses to determine if there is any refrigerant shortage.
7. Inspecting the unit piping and coils for visible signs of leaks.
8. Inspecting entire system for unusual conditions such as noise, vibration, etc.
9. Checking oil pump discharge pressure in accordance with the system pressure.
10. Checking the system operating pressure and temperature to ensure proper operating conditions.
11. Checking chilled water flow by checking pressure drop across the chiller.
12. Checking cooling tower fans & fan motor.
13. Comparing the chilled water temperature at full load with the chilled water temperature control.
14. Inspecting and adjusting, if required, all safety controls.
15. Inspecting all operating control and sequence of operating.
16. Changing the oil in oil sump, renew filter, and check oil temperature control.
17. Inspecting starter contacts arc shield, transformer, and motor terminals, check connection in starter, tighten motor terminal control circuit terminals.
18. The compressor will be checked for its proper functioning and if any defect is found, the same will be rectified.

1. The entire refrigeration system will be checked for any leak and attended to if necessary.
2. Safety controls such as pressure cut outs will be tested for proper functioning and in case of any malfunctioning they will be either repaired or replaced accordingly.
3. Chilled water pumps, condenser water pumps and their respective motors will be checked for proper functioning.
4. Servicing, rewinding and repairs of blower motor.
5. Inspection and cleaning of chilled water cooling coil.
6. Any leak / repairs in the chilled water cooling coil will be attended.
7. Repairs to refrigerant piping due to system problems will be attended.
8. De scaling of cooling coil.
9. Checking of AHU for noise and vibration.
10. Checking of alignment of pulleys/ replacement if required.
11. Checking belt tension, replacement if required.
12. Checking of AHU drain and cleaning as and when required.
13. Checking of motor Amps.
14. Greasing bearings if required.
15. Any other activity/ work as specified by the buyer under Specific scope / buyer specific specialised activities/ work requirements.

25. Service Provider shall maintain the log sheet which will include number of Services provided during the contract period with time and dates of receipt as and when complaints are received from end user departments and part of the equipment got repaired or replaced, with its proper model number and necessary details.

26. All the spares and tools and tackles are to be recorded in the Spares taken outside the premises also to be recorded with serial number of spare and in and out date and time.

27. Periodic/ Routine Maintenance shall be as per industry standard/ Maintenance manual of the Centralised Air Conditioning system. The parts/ components/ sub-assemblies used for repair/replacement by the Service Provider will be of the same make and functional capability as originally available in the system.

1. Service Provide shall be responsible for the verification of new part(s) from Buyer/ Buyer's nodal officer before fitting to The removed part is to be handed over to the Buyer/ Buyer's nodal officer. In case service provider notice any part is missing same to be brought to the notice of the Buyer/Buyer's nodal officer or otherwise responsibility shall be of service provider.
2. Defective spares compressors / condensers are to be replaced with new compressors / condensers and repairing of the old compressors is not permitted. Whenever new compressors / condensers are used, the service provider has to produce original invoice and Warranty Card of the new Compressor/ condenser to the Buyer/ Buyer's nodal The compressor/ condenser being replaced should match with the original star rating of the air conditioner.
3. All the consumable articles / parts such as material required for cleaning of Centralised Air Conditioning system and machinery, repairs and maintenance will be provided by the Service Provider at no extra charge to the Buyer.
4. In case of delay in attending to problems, breakdown of Centralised Air Conditioning system due to improper handling by the Service Provider's personnel then penalties for violation of Service Level Agreement shall be levied as indicated in the Penalty Clauses.
5. After carrying out repair when required certificate regarding equipment working condition should be obtained from concerned Buyer/ Nodal Officer.
6. Service provider shall provide minimum warranty of 6 months for the replaced part from date of such replacement /repair.
7. Service Provider, as per need and requirement of the Department, may ensure appropriate deployment of the manpower and experienced and trained manpower (electrician/operator/engineer/labour etc.) shall be provided for maintenance.
8. The Buyer shall inform the Service Provider if any dedicated manpower is absent .The Service Provider shall provide alternate within 2 hours as applicable. The dedicated man power provide by the service provider shall attend to their duty at designated place/area only. They should not wonder unauthorized place/area of thebuyer. The dedicated man power provide by Service Provider shall not share any documents/information to any outside unauthorized Violation of the same willrender immediate termination of contract and no payments will be made to the Service Provider along with forfeiture of Performance Security. Service Provider shall bewholly responsible in case of failure and will be liable to be prosecuted under the jurisdiction of the local court.
9. Successful Service provider has to obtain policies to cover Third-party/Fire/Workman compensation Insurance cover of suitable amount for each location/site/buildingpolicy which shall remain in force till the contract, period and extension if No payment shall be released, if the insurance lapse during contract period.
10. The buyer shall not be responsible for any injury partial or permanent or death of any worker/dedicated manpower at site due to accident or any other reasons or bypersonal negligence of the staff of the contractor. The buyer will remain indemnified by the service provider on this account.
11. First Aid Box shall be arranged by the Service Provider at site of work at their cost.
12. The service provider shall be solely responsible for payment of wages / salaries and allowances to his personnel that might become applicable under any governmentorder. The buyer shall have no liability whatsoever in any manner.

## 7. Response Time:

1. In case, no part is replaced, then such complaint must be attended within 24 hours of lodging of such complaint .However, in case of requirement of change of spare part, then complaint should be resolved within 7 days of lodging. In case the Centralised Air Conditioning system is not get repaired, or an alternative system not supplied within the period of 7 days from the time of failure reported, then the Buyer reserves its right to get the same repaired by or replaced from any other agency and the cost and expenditure incurred therein shall be recovered from the Service Provider.
2. 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's department. In case of any misconduct penalties as indicated in the SLA shall be levied and Service Provider may be required to terminate the resource with immediate effect.

3. The Service Provider shall provide proper identity cards, uniform, for the resources to ascertain only authorized service persons are attending to the servicing and repairing work.
4. In case resources employed by the Service Provider resort to any theft the cost of the article shall be recovered from the Service Provider in addition to any other criminal action against such.
5. The resources used by Service Provider to carry out maintenance shall be on rolls of the Service Provider and shall have no claim whatsoever for any benefits from the Buyer department. Service provider shall be responsible for complying with any and all applicable rules, regulations, bye laws and other statutory compliances.

## 8. Payment Terms:

1. The AMC contract is based on Unit rate per Centralised Air Conditioning system per Annum (in Rs.).
2. The payment will be made to AMC Service provider on monthly/ quarterly basis (if the services are satisfactory) as applicable, on submission of bill by the service provider on completion of each month/ quarter as applicable , after deducting penalty amount, if any.
3. Enhancement or decrease of taxes, duties or prices of components, etc., will not affect the AMC rates during the entire period of AMC; no difference shall be paid or claimed as a result of the above.

## 9. Term and Termination:

1. The Contract shall come to an end, either on completion of the Contract Period or upon termination, whichever is earlier, for the following reasons:
  1. The contract may be terminated in case the services are no longer required by the Buyer, by providing reasonable notice period as per the tenure of the contract or minimum of 30 days, or
  2. 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 for two consecutive payments as per the payment scheduled agreed in the Contract, or
  3. The breach of any SLA conditions stipulated in the Contract.
  4. 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. Termination of Contract shall neither affect nor relief the accrued rights and obligations of either Parties.
  5. The Service Provider shall be responsible for compliance of the terms and conditions of this AMC. 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, will be considered as a major default and the contract will be liable to be terminated immediately without giving any further notice.
  6. Penalty to be imposed if the resolution / maintenance involving part replacement is delayed above 7 days.
  7. If the Service Provider is not able to complete or turn up for the calls, then Buyer can avail the services from any other local service provider / local technician and the amount so incurred in such repair or replacement can be deducted from the bill of Service Provider / from his due amount.
  8. The cumulative penalty cannot exceed 10% of the contract value for that period. The AMC may be terminated by the Buyer once this limit is breached without any prejudice to other contractual remedy, if any.

Sl. No	Service Agreement	Level	Base Line Performance	First default	Second default	Third default and subsequent defaults
1	Delay in starting the AMC Services		AMC services to start within maximum 2 weeks from award of the contract	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	Rs500
3	Delay in carrying out Preventive/ Routine maintenance as per schedule		To be carried out as per intervals applicable	0.5% billed amount for every day 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
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5	Delay in carrying out repair change of spare part is involved	in where should be resolved within 7 days of lodging of complaint	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
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6	Non provision of proper identity card to resources employed by service provider or non display of identity card	Should be provided	Rs 500	Rs 750	Rs 1000 for 3rd and subsequent default
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7	If the employee of service provider is found to have misconduct or misbehaved in any manner or resort to any violent behavior 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	Rs2500 and resource to be terminated in addition to any other action as deemed fit by buyer organization	Rs5000 and resource to be terminated in addition to any other action as deemed fit by buyer organization
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### ईपीबीजी विवरण | ePBG Detail

NA

### नियम और शर्तें | Terms and Conditions

#### 1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 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) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।

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

