

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687739467903

अनुबंध तिथि | Contract Generated Date : 17-May-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4773554](#)

संगठन विवरण Organisation Details प्रकार Type : State Government मंत्रालय Ministry : - विभाग Department : Andaman Public Works Department (APWD), Andaman & Nicobar संगठन का नाम Organisation Name : N/A कार्यालय क्षेत्र Office Zone : Chief Engineer Office APWD	खरीदार विवरण Buyer Details पद Designation : Executive Engineer1 संपर्क नंबर Contact No. : 03192-269566- ईमेल आईडी Email ID : eecdrgt@and.nic.in जीएसटीआईएन GSTIN : 35CALC01490G1D7 पता Address : Executive Engineer, Construction Division-I, APWD, Rangat, NORTH AND MIDDLE ANDAMAN, ANDAMAN & NICOBAR-744205, India
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वित्तीय स्वीकृति विवरण Financial Approval Detail आईएफडी सहमति IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: Executive Engineer, CD-I, APWD, Rangat वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : Executive Engineer, CD-I, APWD, Rangat	भुगतान प्राधिकरण विवरण Paying Authority Details Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : Assistant Account Officer ईमेल आईडी Email ID : shyamalmandal.154@and.nic.in जीएसटीआईएन GSTIN : N पता Address: Executive Engineer, Construction Division-I, APWD, Rangat, ANDAMAN, ANDAMAN & NICOBAR-744205, India
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परिष्ठीति विवरण Consignee Details		
क्र.सं. S.No	परिष्ठीति नाम & पता Consignee Name & Address	सेवा विवरण Service Description
1	संपर्क Contact : 03192-269566- ईमेल आईडी Email ID : eecdrgt@and.nic.in जीएसटीआईएन GSTIN : 35CALC01490G1D7 पता Address : Executive Engineer, Construction Division-I, APWD, Rangat, NORTH AND MIDDLE ANDAMAN, ANDAMAN & NICOBAR-744205, India	Hiring of Earth Moving Equipments, Material Handling Equipments and Cranes (per Hour basis) - Earth Moving Equipment; Tracked Hydraulic Excavators; up-to 5 years

सेवा प्रदाता विवरण Service Provider Details	
जेम विक्रेता आईडी GeM Seller ID : EHE0220007535497 कंपनी का नाम Company Name : K BABU संपर्क नंबर Contact No. : 09531822832 ईमेल आईडी Email ID : bipink000777@gmail.com पता Address : GROUND FLOOR,KADAMTALA,K BABU GOVT CONTRACTOR KADAMTALA MIDDLE ANDAMAN,KADAMTALA, NORTH AND MIDDLE ANDAMAN, ANDAMAN AND NICOBAR ISLANDS-744209, - एमएसएमई पंजीकरण संख्या MSME Registration number : - जीएसटीआईएन GSTIN: 35AELPB7022A1Z6 (R)	

*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): 27-May-2024 सेवा समाप्ति तिथि | Service End Date : 31-Aug-2024

श्रेणी नाम | Category Name : Hiring of Earth Moving Equipments, Material Handling Equipments and Cranes (per Hour basis)

बिलिंग चक्र Billing Cycle: monthly			
विवरण Description	क्र.सं. S.No	संख्या Quantity	दर प्रति घंटा Rate per Hr.
Type of Special Purpose Equipment	Earth Moving Equipment	1	2256
Type of Machinery Required	Tracked Hydraulic Excavators	1	
Manufacturing / Registration year from the date of award of contract	up-to 5 years	1	
Fuel to be provided by Buyer	No	1	
No. of months of contract period	3	1	
Nos. of working days in a month	24	1	
Nos. of working hours per day	4	1	

कुल राशि (सूत्र) | Total Amount (Formula) :

(Number of Machines Required*Rate per Hr.*Nos. of working hours per day*Nos. of working days in a month*No. of months of contract period)

ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)	649728
कुल ऐडऑन मूल्य Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)	649728
अनुबंध की राशि Amount of Contract	
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)	649728

एसएलए विवरण SLA Details
SERVICES STC

**SPECIAL TERMS AND CONDITIONS
FOR HIRING OF EARTH MOVING EQUIPMENTS,
MATERIAL HANDLING EQUIPMENTS AND CRANES**

1. Preamble

This Agreement represents the Special Terms and Conditions (STC) and the Service Level Agreement (SLA) between the Buyer and Service provider. The purpose of this agreement is to facilitate the implementation of required services at the buyer's premises or any other premises designated by buyer.

This Agreement outlines the scope of work, buyer's obligations, special terms and conditions related to service delivery and payment of services for mutual understanding of the stakeholders.

The Agreement remains valid till completion of scope of services or end of contractual duration (whichever is earlier) unless either superseded by a revised agreement mutually endorsed by the stakeholders or terminated by either of the parties thereof.

The Services contracts placed through GeM shall be governed by following set of Terms and Conditions:

1. General terms and conditions for Services;
2. Service Specific STC of the Services contracts shall include the service level agreement (SLA) for the service;
3. BID / Reverse Auction specific ATC.

The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service specific STC which supersedes GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with scope of work and service level agreement as enumerated in the document shall be construed to be part of the Contract between Buyer and Service Provider. The service will be provided in bid only mode.

2. Objectives and Goals

The objective of this agreement is to ensure that all the commitments and obligations are in place to ensure consistent delivery of services to buyer by service provider. The goals of this agreement are to:

1. Provide clear reference to service ownership, accountability, roles and responsibilities of both parties
2. Present a clear, concise and measurable description of services offered to the buyer
3. Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified
4. To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons

The agreement will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same. The agreement may be revised/ modified in written on mutual consent of the stakeholders.

3. Parties to the Agreement

The main stakeholders associated with this agreement are below-

1. **Buyer:** Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed
2. **Service Provider:** Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, assignees, successors and nominees as described in the agreement

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

4. Scope of Services

The scope of Service will include, but not necessarily limited to the following:

Hiring of Earth Moving Equipment's, Material Handling Equipment's and Cranes for Cutting, Leveling, Dressing of Ground, Dismantling of Structures, Clearing of Debris, Loading and Un-loading of Debris and other material, Moving Material in the site etc. using the required machinery and skilled drivers and manpower for safe usage of machines and other equipment's desired for the work.

The contract can be

1. *All Inclusive* –Buyer will ask the Service Provider to quote their best prices per hour rate of renting the machine along-with the manpower, cost of fuel and consumables, repairs and periodic maintenance and commission.

2. *Fuel Paid by the Buyer* – Buyer will ask the Service Provider to give their best prices per hour rate of renting the machine along-with the manpower, and consumables, repairs and periodic maintenance and commission with-out the cost of fuel (in this case customer can fix-up the max fuel required per hour by the machine.)

Service Details and Standards

1. Service provider shall abide at all times by the all existing labor enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labor law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labor law in future either by the State or the Central Government or the local authority
2. Service provider shall make his own arrangements for the engagement of all staff and labor, local or other, and for their payment, housing, feeding and transport.
3. The manpower deployed should maintain polite & courteous behavior towards the buyer. "Misbehavior" which may include, but not limited to, consumption of alcohol during or prior to duty, denial of duty during service hours as defined by user, use of abusive language, theft, shall attract penalties as per provisions of the contract.
4. The complete description of Services and Machines required are as per either annexure-1 or 2

Service Assumptions

1. The Service Provider shall not sublet any part of the Contract. The Service Provider shall be responsible and liable to deliver the services as per the contract.
2. The manpower provided by the service provider shall not be deemed employees of the buyer hence the compliance of the applicable labor laws and acts and other relevant laws will be the sole responsibility of the service provider.
3. Service provider shall not deploy any manpower that is ailing from any contagious disease
4. Service provider shall verify the character and antecedent of manpower to be deployed.
5. The persons deployed while their work shall perform integrity to the Buyer and shall not disclose/ share any qualified documents and information which they are not supposed to divulge to Service Provider/ third parties.
6. Service provider shall indemnify the buyer against all the losses, injuries and any kind of damage arrived due to its activities
7. The buyer will in no way be responsible for violation of labor laws and /or infringement of any other law for the time being in force, either by the manpower provided or by the service provider.
8. The attendance of the employees will be entered in the register provided by the Service Provider and/or in the Aadhaar based Biometric attendance system at the Buyer's premises. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Corporation or office concerned. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
9. Service Provider shall ensure that all the relevant licenses / registrations / permissions which may be required for providing the services are valid during the entire period of the contract; failing so shall attract the appropriate penalties. The documents relevant in this regard shall be provided by the Service Provider to the Buyer on demand.
10. Service Provider shall be required to keep the Buyer updated about the change of address, change of the Management etc. from time to time.

Service Provider's Obligation

1. Service provider shall ensure the level of service required is of the highest professional standard and shall ensure full compliance to the terms and conditions of the contract.
2. Service provider will be required to submit list of the manpower being deployed with photo ID, address proof, police verification certificate and educational qualifications before deputing the workers. The service provider shall be solely responsible for the credentials/ acts of his staff /workers
3. The service provider shall provide at his own cost proper uniform and badges and photo identity cards to the manpower deployed.
4. In an event that, for any reason, the manpower provided change their contact number during the tenure of the contract then service provider will immediately notify the buyer of the above change.
5. The service provider shall be responsible for ensuring compliance with the provisions related to Labor Law [Central/State] and specially Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labor (Regulations Abolition Act) 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. The responsibility for compliance of all the applicable Laws/Acts/Rules shall rest with the service provider only and the buyer will not be liable in any manner.
6. Service Provider shall produce to the Buyer the details of payments of statutory benefits like bonus, leave, relief etc. from time to time to its personnel.
7. Service Provider shall cover all its personnel under the relevant laws of EPF, Labor, ESIC etc. Proof of the same should be submitted by the Service Provider.
8. Service Provider shall submit a copy of wages sheet showing monthly wages paid to its personnel.
9. Service Provider shall cover its personnel for personal accident and death whilst performing the duty and the Buyer shall own no liability and obligation in this regard.
10. Service Provider shall also provide at its own cost all benefits statutory or otherwise to its deployed personnel and the Buyer shall not have any liability whatsoever on this account.
11. Service provider shall employ only manpower who has completed eighteen years of age and not above 65 years of age
12. The Service Provider shall provide the documentary proof for the qualifications and experience of the manpower deployed by them. The biodata, qualification and experience of the said manpower should be certified by the Service Provider.
13. The Service Provider shall not deploy or shall discontinue deploying the person(s), if desired by the Buyer and must ensure prompt replacement of the personnel without any additional cost to the Buyer. The personnel being deployed shall ordinarily be continued and should not be changed without written intimation and consultation with Buyer.
14. The Service Provider would be bound by the conditions regarding police verification of the deployed staff and their medical fitness.
15. Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.
16. In an event that service provider fails to deliver or fails to carry out tasks as per schedule due to absence of personnel or any other reasons, the Service Provider at his own cost shall make alternate arrangement by providing similar manpower for which agreement is entered into, without any extra charges. Failure to do so will evoke penalty then buyer shall have right to recover damages as per the provisions of the contract.
17. The service provider shall be personally responsible for any theft, misconduct and /or disobedience on the part of personnel so provided by him.
18. The working hours and days of the manpower will be as per the existing applicable rules of the respective Central/State Government organizations. However, they must work on holidays, if necessary and required based on demand of work.
19. The service provider shall ensure that the equipment deployed by him are maintained well, cleaned thoroughly both internally and externally, boot kept clear off dust, rubbish, oil and any personal belongings of the driver.
20. All equipment shall be equipped with an emergency medical kit and a fire extinguisher.
21. In the event of any break-down, servicing and repairs of equipment, the service provider at his own cost shall make alternate arrangement for which agreement is entered. Failure to do so will evoke penalty or possible termination of contract.
22. Drivers should possess valid commercial driving licenses as required by the regional transport department. The copy of the above documents is to be submitted to the consignee before

commencement of the job.

23. The operators of the equipment's should possess valid training and competency test certificate for operation of the equipment or category of the equipment(s) from recognized certifying agencies. The copy of the above documents is to be submitted to the consignee before commencement of the job.

24. The Service provider shall either himself supervise the execution of the contract or shall appoint a competent person/agent acceptable to the Buyer/Consignee to act in his stead. Orders given to the person/agent shall be considered to have the same force as if they have been given to the Service Provider it-self.

25. The Contractor must inspect the area of work to decide the safety precautions necessary for executing this contract. Whenever people work at height more than six feet, platform shall be provided, or the workers shall wear safety belt to avoid fall from the height. Wherever any area declared as dangerous, the workers shall not be allowed to work till a written clearance is obtained from appropriate authorities. No material of any kind shall be dropped or allowed to be dropped from any height. Defective ladders shall not be used at all. Inflammable materials shall not be stored near places where the sparks are likely to occur. The necessary safety equipment's such as gloves, boots, helmets etc. must be issued to the workmen and strictly to be used while carrying out the work. The working area shall be kept clean and free from all obstructions. All temporary electrical connections shall be properly earthed, insulated and periodically checked. The contractor should arrange valid WORKMEN COMPENSATION/ INSURANCE POLICY covered for all his/her workmen. A copy of the policy must be submitted before commencement of work. All safety precautions are to be taken by the contractor at his cost. These safety measures shall be deemed to form an integral part of the agreement.

26. The Service providers should also follow and ensure the specific safety guidelines provided by the consignee related to the work.

27. The Service Provider shall at his own expense reinstate and make good to the satisfaction of the Buyer/Consignee and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of Buyer/Consignee (or agents) servants or employee of the buyer, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify, the buyer/consignee against all claims enforceable against buyer/consignee (or any agent, servant or employee of the buyer/consignee) or which would be so enforceable against the buyer/consignee where consignee is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

28. Tree designated by the Engineer-in-charge shall be protected from damage during the works and earth level within one meter of each such tree shall not be changed. Where necessary, such trees shall be protected by providing temporary fencing.

29. Service provider must ensure and comply the extant environmental protection laws while executing the work.

5. Buyer's Obligations

1. The location for reporting shall be provided by the buyer to the service provider.

2. Buyer must immediately report to the designated representative of the Service Provider for any problems, complaints, incidents or accidents that occur during the contract including any form of inappropriate behavior/ improper uniform by the personnel.

3. Buyer shall notify the Service Provider of any dishonest, wrongful or negligent acts or omissions of its personnel or agents in connection with the services as soon as possible after the buyer becomes aware of them.

4. Buyer may calculate their requirement of resources based on 8 hours per shift. For example, to hire a security personnel for a month (i.e. thirty service days) to offer the services for 24 hours on a 3-shift basis, the required number of resources would be 90 personnel for the month.

5. 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."

6. Service Tracking

Tracking of services ensures quality of service delivery in time bound manner, effective service tracking helps in analyzing Service Provider's performance as well as Buyer's timely inputs for services and leads to immediate actions against the defaulters if any. Service tracking shall be mandatory for the both Buyer and Service Provider, non-tracking of the same may lead to a fine/ penalty on either party.

7. Logbook

1. The service provider shall maintain registers and checklists for each activity and the work done by each of the personnel shall be recorded on a Job Card, duly signed by the buyer's representative. Service provider shall also submit a duly signed comprehensive report every month, detailing the services performed during the month.

2. The service provider shall thereafter update the logbook on the GeM portal as per the logbook process flow.

3. Once the service provider updates the logbook online, the Buyer shall either accept or reject these entries within the prescribed time lime. The buyer will also record the any service non delivery or non-performance issues, and subsequent penalties Failure to act on logbook entries updated by service provider shall be deemed as accepted

4. The Service Provider can raise an issue against the rejection of any entry by the buyer within prescribed timelines of such rejection with the designated representative of the Buyer.

8. Service Performance and Feedback

1. The principal point of contact for the issues arising out of this agreement will be the service provider or a designated representative who shall be any employee of the Service Provider in administrative and managerial capacity and in a position of authority to resolve issues. Nonetheless, the service provider shall be solely responsible for maintaining the quality and level of service provided.

2. The Service Provider shall maintain a compliant register at the premises for the complaints by the buyer.

9. Penalties and Fine

In case of noncompliance of the standards of the services to be provided as per this agreement, the buyer would be at liberty to levy such penalty and terminate the contract as per the conditions detailed out below:

#	Nature of Default	Default Details	Penalties			Remarks
			1st instance	2 nd instance	3 rd instance	
1	Non deployment of equipment/driver (no replacement provided)	Non deployment for 2hrs or more, no replacement provided up to 2 hours	Amount of charges for Vehicle hired by Buyer from third party and a penalty of 10% of daily equipment hiring cost	Amount of charges for equipment hired by Buyer from third party and a penalty of 15% of daily equipment hiring cost	Amount of charges for equipment hired by Buyer from third party and a penalty of 20% of daily equipment hiring cost	After 3rd.instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3rd.instance.
2	Non deployment of equipment/driver (replacement provided)	Non deployment for 2 hrs. or more, replacement provided within to 2 hours	Warning	Penalty of 10% of daily equipment hiring cost	Penalty of 15% of daily equipment hiring cost	After 3rd.instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3rd.instance.
3	Breakdown of vehicle during operation (no replacement provided)	No replacement provided up to 2 hours	Amount of charges for equipment hired by Buyer from third party and a penalty of 8% of daily equipment hiring cost	Amount of charges for equipment hired by Buyer from third party and a penalty of 10% of daily Vehicle hiring cost	Amount of charges for equipment hired by Buyer from third party and a penalty of 15% of daily Vehicle hiring cost	After 3rd.instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3rd.instance.
4	Breakdown of vehicle during operation (replacement provided)	Replacement provided within 2 hours	Warning	Amount of charges for equipment hired by Buyer from third party and a penalty of 8% of daily Vehicle hiring cost	Amount of charges for equipment hired by Buyer from third party and a penalty of 10% of daily Vehicle hiring cost	After 3rd.instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3rd.instance.
5	Delay in arrival of equipment/driver	For 30 mins or more	Warning	Penalty of 5% of Vehicle hiring cost	Penalty of 8% of equipment hiring cost	After 3rd instance, the buyer may continue to impose the same penalty as imposed for 3rd instance
6	Misbehavior by driver/ unacceptable behavior by driver	Any instance	Penalty of Rs. 1000/-	Penalty of Rs. 2000/-		After 2nd instance, the service provider will have to replace the driver
7	Driver reporting to the duty in in toxicities state	Any instance	Penalty of Rs. 2500/-			After 1 st instance removal of the driver
8	Failure to address deficiencies pointed out at inspection	Any instance	Penalty of Rs. 500/-	Penalty of Rs. 800/-	Penalty of Rs. 1000/-	After 3rd instance, the buyer may continue to impose the same penalty as imposed for 3rd instance

- Penalties for a specific month / period shall be capped at 10% of bill generated for that month / period.

- If any SLA is breached beyond 3 instances in any billing period, then same shall be treated as a breach of contract and buyer will have full rights to terminate the contract after giving a notice of 30 days.

10. Payment Terms

This section provides details about the terms and conditions of payment towards the services, it may also include deduction of payment in case of faulty service.

Some notable points under payment terms are-

Payment Condition

1. The payment shall be made as per the financial quotes submitted by the Service Provider and accepted by the Buyer.
2. No advance payment shall be made to the Service Provider.
3. The price quoted shall cover all aspects of service delivery.
4. Service Provider shall also deposit EPF and ESI of both employer and employee share within 15th day of the month of payment for the support staff engaged from their account and prefer the bill to the Buyer Department for reimbursement of employer share only.
5. Employers share of EPF & ESI deposited to the respective authorities with proof of deposit of both employee and employer share by the end of the second week of the succeeding month. Employee share of EPF and ESI contribution shall be recovered from the gross remuneration & balance amount is to be released to the persons employed.
6. The Service Providing Agency shall furnish statement of amount paid for the month to the persons deployed along with cheque number and date and Bank account from which the payment has been made. Service Providing agency is to furnish copy of bank statement in support of amount paid as and when required by Buyer Departments.

7. The Service Provider shall be responsible for timely payment of take-home remuneration to the supporting staff and deposit of EPF and ESI (both employee and employer share), failing which a penalty will be deducted.
8. The Service Provider shall submit before the Buyer Department, one copy of the return within 7 days from the date of filing of monthly / quarterly / half yearly / annual return if any before the EPF and ESI authorities.
9. The payment to the Service Provider will be made on monthly and quarterly basis, depending upon the actual duration of the services rendered as per order.
10. Any violation of contractual obligations by the Service Provider/employee shall attract penalties as mentioned against each obligation. The Service Provider confirms and agrees that penalty whenever becomes payable, the same shall be deducted by the user department from the payments due to the Service Provider.
11. All applicable taxes and duties except GST, shall be payable by the Service Provider and the Buyer shall not entertain any claims whatsoever with respect to the same. The Service Provider shall pay the GST and the price quoted is inclusive.
12. The Service Provider shall ensure payment regularly for the deployed manpower to their entitlements like monthly salaries/wages etc. and submit the documentary proof of the salary paid as per the terms and conditions of the contract. Bill for the subsequent month will be paid only after submission of certificate of disbursement of wages of previous month.
13. In case of any changes in the minimum wages as per the Applicable Laws during the Contract period, Buyer shall pay the Service Provider the difference in wage from the amount mentioned in the contract on pro rata basis.
14. The cost of the Contract shall be valid for initial contract period. No price escalation, other than minimum wages revision, shall be entertained by the Buyer during the period.

Payment Cycle

1. Payment shall be made once the Service Provider submits the invoice for the same as per the prescribed process flow.
2. The Buyer shall make the payment within prescribed timelines as per the payment process flow upon submission of invoice, logbook and service feedback.

Payment Process

1. Payment shall be made only after submission of invoices, logbook, service feedback, non-submission of the same may lead to delay/ deduction in payment.
2. All the penalties/ fine/ interest (if applicable) will be settled before making the payments. Service Provider shall not have any objection on the same.
3. Payment will be made through bank transfer only,

11. Amendment of Contract

During service delivery period some conditions may occur when the Buyer and/ or Service Provider may require amending the Agreement, some of such conditions may be as followed-

1. *Amendment of the Contract after event of Force Majeure:* In case of occurrence of any exceptional event/ circumstance which has affected either party directly to perform the agreed services, the agreement can be amended. However, cause, evidence and nature of such effect shall be notified to the other party.
2. *Amendment in statutory variations:* All statutory variations leading to increase in the cost of the contract will be debited to the buyer accounts.
3. *Variation of the Contract as per both parties' consent:* Variation of the Contract shall be done as per mutual consent of both parties; no party shall be made liable to pay/ get any compensation for agreement amendment. The variation in the contract can be through the following, however, the variation put together shall not reduce or exceed 25% of contract value.

12. Termination of Contract

The Agreement shall be come to an end either on completion of the Contract Period or shall be terminated for the following reasons:

1. *Mutual consent:* The contract may be terminated based on mutual consent in case the services are no longer required by the Buyer. 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.
2. *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.
3. *Breach of SLAs:* The contract may also be terminated if) the cumulative penalties rise to 10% of the contract value ii) repeated breach of any SLA beyond 3 instances as per buyer discretion. \However, termination of this Contract shall not affect any accrued rights or remedies of either party.

13. Force Majeure

If at any time during the continuance of the contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosion, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as such acts) provided notice in writing of happening of any such event is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the buyer/consignee as to whether the services have been so resumed or not, shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 45 days, either party may at its option terminate the contract.

Force Majeure Clause will not be used by any party to effectively escape liability for bad performance and service provider shall seek all reasonable alternative means for performance not prevented by Force majeure events.

There may be a Force Majeure situation affecting the buyer/consignee and in such a situation, Force Majeure Clause shall be available and applicable to the buyer/consignee also and buyer/consignee shall be entitled to cancel the contract.

13. Formula Used:

Formula Used for the Total Contract Value is:

$\$quantity * \$rate_per_hr * \$no_of_working_hours_per_day * \$number_of_working_days_in_a_month * \$no_of_months_of_contract_period$

Where:

$\$quantity$ -> Number of Machines Required

$\$rate_per_hr$ -> price/rate per hour

$\$no_of_working_hours_per_day$ -> number of working hours per day(hours required per day)

$\$number_of_working_days_in_a_month$ -> number of days for which service is required in a month

\$no_of_months_of_contract_period-> number of months for which service is required during contract duration

Annexure-II

Parameters for the Cranes

1. Type of crane

- a. Truck mounted crane
- b. Rough terrain crane etc.

2. Lifting capacity (MT):

3. Span length (m):

4. Type of service:

- a. Indoor
- b. Outdoor
- c. Both

5. Class of Duty of crane: M1, M2 etc.

6. Lifting height (mar):

7. Area of usage:

- a. Normal area
- b. Hot metal handling
- c. Hazardous area
- d. Seismic zone
- e. Subzero temperature
- f. Hot temperature

8. Lifting speed (m/s):

9. Type of motor

- a. Squirrel cage
- b. Slip ring

10. Type of operation

- a. Fixed pendant
- b. Independent movable pendant
- c. Cabin operated- open cabin
- d. Cabin operated- closed cabin

11. Usage variant in km- hour- As per buyer requirement

12. Type of service

- a. Local
- b. Outstation

- c. Local 24x7
- d. Outstation 24x7

13. Year of manufacturing of the equipment:

Annexure - 2

Parameters of Earth Moving Equipments & Material Handling Equipments

1. Type of earth moving equipment:

2. Operating Mass (Kg):

3. Lifting capacity (MT):

4. Engine Horsepower (Hp):

5. Type of service:

- a. Indoor
- b. Outdoor
- c. Both

6. Dig Radius at ground line (m):

7. Standard boom Length (m):

8. Area of usage:

- a. Normal area
- b. Hot metal handling
- c. Hazardous Area
- d. Seismic Zone
- e. Subzero temperature
- f. Hot temperature

9. Usage variant in km- hour

10. Type of Service

- a. Local
- b. Outstation
- c. Local 24X7
- d. Outstation 24X7

11. Year of manufacturing of the equipment:

अतिरिक्त डेटा/दस्तावेज़ : विक्रेता | Additional Data/Document(s) : Seller

1. Annual Turnover And Profit Statement For Past 3 Years : [click here](#)
2. Details Of Machinery Available : [click here](#)

3. Certificate (Requested in ATC) : [click here](#)

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	NA
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	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

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

1. Service should be done within the stipulated period and the service to be provided at Sub-Division-III, APWD, Baratang
2. The rate should be reasonable and consistent with the service required.
3. Late delivery shall be deducted for delay delivery @0.5% per week upto a max of 5% of the contract value.
4. The service should be provided as per the specification and description.
5. MSME certificate if available.
6. Registration certificate of firm.
7. Experience of similar nature of work.
8. Contractor/ Firm should submit the proof of Hydraulic Excavators (JCB) in possession of Contractor/Firm.
9. Excavator Machines should be provided on hire as and when required basis with operator having necessary driving license and all valid documents legally required for such use of Machine.
10. Excavator Machine provided on hire shall be in good condition.
11. Log book shall be maintained indicating details of works at site & total hours of work per day, signature of user etc. on daily basis. The same shall be produced as and when required by the competent authority furnished along with bill for payment.
12. The contractor shall be responsible for all types of damage due to any accidents and its legal consequences.
13. The contractor shall be responsible for any violation for legal rules by the operator knowing or unknowingly.
14. Hire charges of one day would imply per hour including shifting of machine from location 1 to Location 2 within the contract Period and not extra charges will be paid.
15. In case of breakdown of excavator Machine during work, it shall be the responsibility of the firm to provide a substitute vehicle immediately.
16. The contractor must also ensure that all the necessary documents (Registration certificate, Insurance papers, PUC certificate etc.) are available with the operator deployed for duty for the department.
17. All the POL shall be arranged by the agency at his own cost.
18. Valid certificate of Registration for GST (Goods and Service Tax) and Pan Shall be submitted by the contractor/Firm.
19. If any service of the vehicle is not up to the satisfaction of the user during the contract period, the contract shall be cancelled at any stage without any notice. If any dispute, the decision of the Executive Engineer, Construction Division-I, APWD, Rangat shall be final and binding.

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

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