## अनुबंध|Contract



अनुबंध क्रमांक|Contract No: GEMC-511687738193814 अनुबंध तिथि|Contract Generated Date : 28-May-2024

बोली/आरए/पीबीपी संख्या|Bid/RA/PBP No.: <u>GEM/2023/B/4417459</u>

संगठन विवरण|Organisation Details

प्ररूप|Type : Central Government मंत्रालय|Ministry : Ministry of Civil Aviation विभाग|Department : Airports Authority of India (AAI) संगठन का नाम|Organisation Name : Airports Authority of India

कार्यालय क्षेत्र|Office Zone:

Airports Authority Of India, Rajkot Airport

APD RAJKOT

AGM FINANCE

खरीदार विवरण|Buyer Details

पद|Designation : MANAGER ATSEP संपर्क नंबर|Contact No. : 0281-2992325-

ईमेल आईडी|Email ID : buycon298.aai.gj@gembuyer.in

जीएसटीआईएन|GSTIN: 24AAACA6412D1ZE

Airports Authority of India, Civil Aerodrome Rajkot,

RAJKOT, GUJARAT-360006, India

वित्तीय स्वीकृति विवरण|Financial Approval Detail

आईएफडी सहमति IFD Concurrence : No

प्रशासनिक अनुमोदन का पदनाम|

Designation of Administrative Approval: वित्तीय अनमोदन का पदनाम।

Designation of Financial Approval :

भुगतान प्राधिकरण विवरण|Paying Authority Details

Role: PAO भुगतान का तरीका| Payment Mode:

पद|Designation: AM

ईमेल आईडी|Email ID : pao20.aai.gj@gembuyer.in

जीएसटीआईएन|GSTIN :

Airports Authority of India, Civil Aerodrome Rajkot,

RAJKOT CITY, GUJARAT-360006, India

## परेषिती विवरण|Consignee Details

क्र.सं. S.No	परेषिती नाम & पता Consignee Name & Address	सेवा विवरण Service Description
1	संपर्क Contact: 0281-2992325- ईमेल आईडी Email ID: buycon298.aai.gj@gembuyer.in जीएसटीआईएन GSTIN: 24AAACA6412D1ZE पता Address: Airports Authority of India, Civil Aerodrome Rajkot, RAJKOT, GUJARAT-360006, India	Electric Cabling Service

### सेवा प्रदाता विवरण|Service Provider Details

जेम विक्रैता आईडी|GeM Seller ID : OSPA230009488227

कंपनी का नाम|Company Name : RUDRAVEER ELECTROMECH PROJECTS PRIVATE LIMITED

संपर्क नंबर|Contact No. : 08732904784

ईमेल आईडी|Email ID : jayesh.kumavat@rvemprojects.com

पता| Address : Office-408, Shlok Infinity, Opp. Vishwakarma Mandir,, Chandlodia, Ahmedabad, GUJARAT-382481, -

गमार्गार्ट मन्त्रापिन I MCME verified : Ves

एमएसएमई सत्यापित|MSME verified : Yes

एमएसएमई पंजीकरण संख्या|MSME Registration number : UDYAM-GJ-01-0300795

एमएसई सामाजिक श्रेणी|MSE Social Category : OBC एमएसई लिंग श्रेणी|MSE Gender : Male

जीएसटीआईएन|GSTIN: 24AAMCR9031M1ZX (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): 04-Jun-2024

सेवा समाप्ति तिथि|Service End Date: 28-Sep-2024

श्रेणी नाम|Category Name : Electric Cabling Service

### बिलिग चक्र|Billing Cycle: yearly

विवरण Descri	otion	Quantity	Price per Metre (Including Price of Cable and Laying Charge)
Zipcode	NA		
Type of Cable	Copper Audio Cable		
Cable Armouring	Un-Armoured		
District	NA		407045
Cable Work	On wall with Conduit	] '	187915
Number of Cores	2		
Nominal Cross section of Conductor	0.5 sq. mm to 10 sq. mm		
Conductor Material	Copper		

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

(Price per Metre (Including Price of Cable and Laying Charge)\*Quantity)

ऐडऑन के बिना कुल मूल्य |Total Value without Addons(INR)

कुल एडऑन मूल्य  Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य  Total Value Including Addons(INR)	187915
अनुबंध की राशि Amount of Contract	
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)	187915
मूल्य विभाजन की पेशकश की Price Break up offered : <u>प्राइज ब्रेक अप ऑफ़र किए गए दस्तावेज़ लिक Price Break up offered Document link</u>	-
एसएलए विवरण   SLA Details	

### **SERVICE STC**

#### SPECIAL TERMS AND CONDITIONS FOR

(......Electric Cabling Service .......)

- 1. Preamble
- A. All ....... (Electric Cabling Service) ........ Service contracts placed through GeM shall be governed by following set of Terms and Conditions:
- (i) General terms and conditions for Goods and Services;
- (ii) Service STC contained in this document;
- (iii) Product Specific STC of ...( Electric Cabling Service)... Service as defined in Service Catalogue of the product which includes SLA for the Service for that particular product;
- (iv) BID / Reverse Auction specific ATC
- B. The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Product Specific STC which supersedes Service STC which supersede GTC only in case of any conflicting provisions.
- C. The above set of conditions along with Scope of supply including price as enumerated in the Contract Document shall be construed to be part of the contract.
- D. This document represents a Special Terms and Conditions ("STC") 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 services covered as mutually understood by the stakeholders.

### 2. STAKEHOLDERS

The main stakeholders associated with this STC are:

- i. Buyer
- ii. Service Provider

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses Service Level Agreement/ 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 document.

- 3. SERVICE SCOPE
- 3.1 The Service Provider shall provide the following services:

Point wise details (here about the scope, period of agreement etc.)

The Scope of work will be according to Indian Standards code of practice for installation and maintenance of power cable and including 33 kv rating (I.S no. 1255.1983). This standard gives recommendations and broad guidelines for selection, transportation, Laying, jointing, termination, testing commissioning, maintenance and fault localization of power cables up to and including 33 kV ratings.

The scope of work covered in this tender shall be specifications, drawings, instructions, orders issued to the contractor from time to time during the work. It shall be the responsibility of the contractor to incorporate the changes that may be in this scope of work.

The service provider shall be fulfilling the following requirement as per the tender assigned -

## **GENERAL ELECTRICAL REQUIREMENTS**

The Contractor shall supply and install at his expense all secondary materials and special fittings found necessary to overcome the interference and to apply the modifications on the route of cables and conduits that are found necessary during the work to the complete satisfaction or the Engineer.

- DRILLING & CUTTING
- . TEST AND ADJUSTING
- Examination of the work

## 3.2 Service Provider's obligations:

- i. Point wise details (here about the obligations of the Service Provider).
- 1) Service Provider shall work in the site area only. They shall ensure that the allotted area and other facilities of the user/ Buyer are not misused in any manner by their staff/representatives. The Staff provided by the service provider should ensure that the working of the staff should be in discipline and follow the work ethics.
- 2) The service provider should be ensuring the safety of the workers.
- 3) The service provider should ensure the safety of the machinery during the installation of the cables
- 4) The service provider should be providing an expert individual/ team to coordinate with the buyer to update about day to day work or target to be achieved during the day, month.
- 5) The team or expert provided for the project should be having good years of experience in handling of the project and planning for the defined target to be achieved.
  - The service provider shall be responsible for removal of all over-ground and underground structures (permanent, semi-permanent and temporary) and constructions from the site. The cost to be incurred in this regard shall be deemed to be included in the quoted rate of Bill of Quantities items and contractor shall not be entitled for any extra payment whatsoever, in this regard. The contractor, if required, shall demolish old structures on the proposed site, properly.
  - The useful or precious material obtained from demolition of structures & services shall be the property of the Buyer and will be stored at the place specified by the Engineer- incharge.
  - The Contractor shall be responsible to co-ordinate with service provider/concerned authorities for cutting of trees, shifting of utilities and removal of encroachments etc. and making the site un-encumbered from the project construction area required for completion of work. This shall include initial and frequent follow up meetings/ actions/ discussions with each involved service provider/ concerned authorities. The contractor shall not be entitled for any additional compensation for delay in cutting of trees, shifting of utilities and removal of encroachments by the service provider/ concerned authorities.
  - For shifting of drains, diversion of roads the service provider has to work for site clearance, enabling work, barricading at his own cost as per the direction of Engineer-Incharge and will be not entitled for any extra payment.

• The affected drain, road, underground pipes, telecommunication cables, OFC Cables or any other public property due to functioning of the project will be restored back by the service provider at his own cost.

# 3.3 Buyer's obligations:

About the obligations of the Buyer / Consignee

- The buyer will ensure the approach to the site via private land and clear the local mass problems if any. If any civil work is required for approach of machinery construction or clearance of approach road, the buyer will get it done.
- Buyer shall also nominate a site engineer from its organization to coordinate with Service Provider to set up the facility.
- III. Buyer shall nominate store officer (department/unit/cell wise) who will hand over the material to be the authorized person of the Service Provider and also take back the same.
  - The Buyer Department shall provide E-Way bill if needed to the Service Provider.
- V. The Buyer Department should log complaint and inform the Service Provider as soon as they find any mal functioning or problem in services provided.
- VI. Buyer shall nominate officer (department/unit/cell wise) to receive and verify the quality of Cable service. Such officers may be authorized to verify Service Provider's invoices / bills /claims and to issue receipts certificate (CRC) to enable the payment to the Service Provider.
- VII. Buyer shall nominate officer (department/unit/cell wise) to verify the violation of any conditions of the service level agreement (SLA) and impose penalty/deduction if any from the Service Provider's claims.
  - VIII. Buyer will provide the suitable excavation and civil work.
- IX. Buyer will provide suitable supports above or below the ground for erection of pipes.

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."

### 4. SPECIAL TERMS AND CONDITIONS

- i. Point wise details of Special Terms and Conditions here.
- ii. The Service Provider shall not carry and/or transmit any material, information, application details, equipment or any other goods/material in physical or electronic form, which are proprietary to or owned by buyer, out of Buyer premises without prior written permission from Buyer.
- iii. Service Provider acknowledges that buyer's business data and other buyer's proprietary information or materials, whether developed by buyer's or being used by buyer pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to buyer; and Service Provider agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Service Provider to protect its own proprietary information. Service Provider recognizes that the goodwill of Buyer depends, among other things, upon Service Provider keeping such proprietary information confidential and that unauthorized disclosure of the same by Service Provider could damage buyer and by that reason of Service Provider's duties hereunder. Service Provider may come into possession of such proprietary information, even though

Service Provider does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. Service Provider shall use such information only for the purpose of performing the said services.

- iv. Service Provider shall, upon termination of this agreement for any reason, or upon demand by buyer, whichever is earliest, return any and all material and information provided to Service Provider by buyer, including any copies or reproductions, both hardcopy and electronic.
- v. Ownership and retention of Material: Buyer shall own the material, prepared by or for the Service Provider arising out of or in connection with this contract. Forthwith upon expiry or earlier termination of this contract and at any other time on demand by buyer, the Service Provider shall deliver to buyer all material and documents produced by or from or for the Service Provider in the course of performing the Services, unless otherwise directed in writing by buyer at no additional cost. The Service Provider shall not, without the prior written consent of buyer store, copy, distribute or retain any such material or Documents.

## For example Please try to cover following aspects:

- Ownership of said product/equipment
- . Inspection requirement if any
- Changes: if any changes are to be allowed in scope etc. with whose approval.
- . Transportation and installation:
- Service and maintenance.
- . Insurance requirements
- Payment terms if mile stone based than define relevant milestones.
- Billing frequency etc.
- . Taxes related provisions.
- Statutory compliances required and their responsibility distribution.
- Termination of contract before normal validity by whom after how much notice etc..
- Proprietary rights indemnity if required.
- OTHER APPLICABLE LAWS: Any provisions required to be included in a contract of this type by any applicable and valid Central, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.
- 5. Calculation formula for the service:

Total cost = \$price\_per\_metre\*\$quantity

\$price\_per\_metre - Price per Metre (Including Price of Cable and Laying Charge)

\$quantity - Quantity

### 6. SERVICE LEVEL AGREEMENT/ SLA:

In case of non compliance of Service obligation, penalty per default will be imposed as per SLA and in case of ...three.. Consecutive defaults against same events, the contract will is be liable to be cancelled. However non delivery of product in time, not maintaining uptime, violation of existing laws and statutory requirements will be considered as a major default and the contract will be cancelled immediately without giving any further notice.

	S.No.	Description	Penalty
ı			

1	If the Service Provider fails to technically support to diagnose the reason of failure within the stipulated period(s) of 48 hours from logging of the complaint in which no spare/part replacement/repair is required	a sum equivalent to 0.5 percent of the delivered Contract value for the individual (faulty) device for 48 hours or part thereof of
2	If the Service Provider fails to rectify any defect due to non-availability of spares/parts within the stipulated period(s) of 72 hours (15 days in case of parts which require import) from logging of the complaint	a sum equivalent to 1 percent of the delivered Contract value for the individual (faulty) device specified time or part thereof of
3.	of 15 days	part repaired/replaced from any
4.	Cumulative Penalty	Cumulative Penalty cannot exceed more than 10% of the total contract value for individual (faulty) device.

अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार|Additional Required Data/Document(s): Buyer

1. Scope of Work : click here

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

1. Certificate (Requested in ATC): click here

मूल्य द्विभाजन एक्सेल फ़ाइल विवरण|Price Bifurcation Excel File details: <u>Dismantling, transportation, Installation, Testing and</u>
Commissioning of Fire Station PA system from

# 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 Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2.2 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document <u>Click here to view the file</u>.

नोट: यह सिस्टम जनरेटेड फाइल है। को	ई हस्ताक्षर की आवश्यकता नहीं है।		
Note: This is system generate	d file. No signature is required.		