

GENERAL TERMS AND CONDITIONS (GTC)

This GTC is an integral part of the quotation sent by the service provider

(A) Mobilization / Demobilization & Loading / Unloading

1. All Mobilization and Demobilization charges shall be charged at actual or as mutually agreed. GST shall be applicable on all such charges.
2. The service recipient shall arrange for the unloading and loading of the equipment on site ensuring safety during all operations, at his cost.
3. The Equipment shall be mobilized after receipt of a technically and commercially clear work order, all necessary documents and fulfillment of all financial conditions as agreed between the service provider and the service recipient.
4. Any RTO Tax or local tax, if applicable, to be paid by Service Recipient.
5. All E Waybill / Road Permit to be provided by the Service Recipient prior to dispatch of the Equipment.
6. Gatepass / State Outward Form/ Challan, if applicable, to be provided by the Service Recipient. If any such document is not provided by Service Recipient **within two days of request made by service provider**, then, in such case, the equipment will be deemed as operational & Service Charges must be paid by Service Recipient till the equipment is moved out of service recipient's premises. **Trailer detention charges shall be payable by service recipient in case of delay in crane availability or gatepass**
7. The Service recipient would be held responsible for any damage /Loss while loading or unloading the equipments.

(B) Timings

1. Any lunch, tea and dinner time to be considered as working time and no amount can be deducted.
2. No deductions can be made if the Equipment is idle due to non-availability of work, non-availability of labour or any strike by labour at site.
3. In case of monthly service charges, the monthly charges shall be minimum chargeable amount per month irrespective of public holidays, additional Sundays, or 24/25/26 working days in a month.
4. The service charge days shall be calculated maximum within 2 days of the equipment reaching site or actual working date, whichever is earlier and till the date on which it has left the site.
5. Before the release of the Equipment from site, a prior written intimation of minimum 07 days is mandatory to be provided by the service recipient to the service provider.
6. If the equipment is released prior to minimum deployment period, as committed in the Work-order, charges for the whole period as committed shall be applicable.

7. The service provider will not be responsible for delay on the account of issue of IN/OUT gate pass of operator/equipment / spares or if the equipment is idle due to any reasons other than breakdown.
8. If the breakdown time increases beyond continuous 4 hours, pro-rata charges to be deducted.
9. In case of break-down of Equipment, the service-provider shall attend the same within 02 working days. The Service Recipient will provide the technicians necessary gate pass, permission, space and Equipment to carry out repair job. No other agency, however, should be engaged to repair the Equipment. In case such agency carries out any damage to the Equipment, all relevant charges shall be recovered from the service recipient.
10. A log sheet shall be provided to record daily working like shift start & end time. The log sheet to be filled in Triplicate.
11. The log sheet is to be signed on daily basis by the operator and the site-Incharge. The service recipient shall be bound by all the details mentioned on the log sheet.
12. If there is any Break down's the same is to be recorded in the log sheet.
13. Any kind of complain or claim if any in respect of operator or equipment or support, is to be recorded in the log sheet on day to day basis and to be communicated immediately to Service Provider office, in writing.
14. If required one copy can be retained by the site in charge for his record or reference.
15. Log sheet will be attached along with the invoice for your verification & record.

(C) Consumables

1. HSD (Diesel) will be supplied by Service Recipient free of cost. The Service Provider, however, will supply the equipment with the minimum level of HSD in fuel tank before start of contract. The Service Recipient shall be responsible to maintain the minimum level of HSD to avoid any breakdown and damage to the equipment. In case, the service provider has to arrange the same, the service recipient will reimburse the cost of arranging the HSD. This will include the cost of HSD as per prevailing market rate and the cost of transporting the HSD to the equipment, on documentary evidences.
2. Electricity or Battery Charging point, as applicable, will be provided by Service Recipient.

(D) Personnel

1. It is the responsibility of both, the service provider as well as the service recipient to ensure that the equipment is operated by trained personnel ONLY.
2. Since the Equipment are not registered with any RTO, it is not mandatory for any personnel to possess a Driving License to operate the equipment.
3. Even though Service Provider may provide the Operator but they shall not be responsible for his personal misconduct, offence, crime and any other illegal activities which are beyond the control of the service provider.

4. If required, the service provider can issue the “Experience Certificate” of the operator.
5. Any operator, either provided by the service provider or the service recipient, shall be covered under all labour laws. The employer of the operator shall provide all necessary documents to the service recipient.
6. All PPE items like Helmet, Reflector Jacket, Ear Plug, Body Harness, etc., other than Safety Shoes, if required, to be provided by the Service recipient at their own cost.
7. Boarding & Lodging of the Operator will be in Service Recipient scope.

(E) Equipment:

1. The Equipment is being supplied in good condition. Inspection of the same shall be carried out by the supervisor of the service recipient either before dispatch from the Yard/ Transfer Location or at Arrival at your site. Any damage caused due to mishandling or any other reason beyond supervision or control of the service provider, shall be charged to the service recipient with the Replacement Cost. All such cost must be paid immediately by the service recipient to the service provider
2. The Equipment will possess all the required documents related to Insurance and Test Certificate.
3. Any specific test certificate, if required will be under Service Recipient scope.

(F) Invoicing & Payments

1. All service invoices will be submitted at the end of the month or at the end of deployment period, whichever is earlier.
2. Payment to be released immediately within the credit period as mentioned in the quotation, after the submission of invoice. For any delay after this period, a penalty of 18% per annum will be imposed upon the Service Recipient.
3. The Service Provider will have all rights to stop running the equipment, without prior notice, if payments are not paid as per agreed credit period. During this period of stoppage, equipment availability will continue to be considered and hence will be billed as above.
4. Under no circumstances will the payment to be received by the service recipient from their client will have any relation to the payment to be made by the service recipient to the service provider.
5. GST shall be applicable on each and every charge which shall be payable as per the contract. GST must be borne by Service Recipient and its payment must be released prior to availing of GST credit.
6. Any payment to locals (if required) shall be made directly by the service recipient
7. The Service recipient would be held responsible for any damage /Loss while loading or unloading the equipments.

(G) Responsibilities

1. The operation and maintenance of the equipment will always be in service provider scope.
2. Security of the Equipment at site will be in service recipient scope. The Service Recipient will ensure against theft, loss or damage to the equipment at site.
3. The Service recipient would be held responsible for any damage /Loss while loading or unloading the equipments.
4. The service recipient shall ensure suitable ground conditions for safe working of the equipment.
5. Service Recipient will take proper precaution of the equipment while operating or storage/parking; any damages/ theft to the equipment will be chargeable.
6. The possession and effective control of the equipment shall always remain with the service provider.

(H) Validity, Jurisdiction & Insurance liability

1. The quotation shall be valid for a period of 15 days from the date of the quotation subject to availability of the Equipment.
2. All disputes shall be subjected to the Jurisdiction of the Courts of the place where the service provider has registered office.
3. The service provider shall not be liable for any production loss, any labour idle charges or any such charges which may arise due to breakdown of the machine.
4. The service recipient shall take adequate insurance for all its equipment and manpower. In case of any accident, the service recipient shall claim any loss from his insurance company. The service provider shall not be liable to pay for any loss for any machinery of the service recipient. The service provider shall take adequate insurance for his machine and operator ONLY.