

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687704053648

अनुबंध तिथि | Contract Generated Date : 02-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4776209](#)

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्रकार   Type : Central Government मंत्रालय   Ministry : Ministry of Railways विभाग   Department : Indian Railways संगठन का नाम   Organisation Name : North East Frontier Railway कार्यालय क्षेत्र   Office Zone: North East Frontier Railway	पद   Designation : srdstetsk संपर्क नंबर   Contact No. : -7492091100- ईमेल आईडी   Email ID : srdste@tsk.railnet.gov.in जीएसटीआईएन   GSTIN : - पता   Address : office of Divisional Railway Manager Tinsukia, Assam, TINSUKIA, ASSAM-786125, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail	भुगतान प्राधिकरण विवरण   Paying Authority Details
आईएफडी सहमति   IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval: ADRM/TSK वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval: Sr.DFM/TSK	Role: BUYER भुगतान का तरीका   Payment Mode: Railways पद   Designation : srdstetsk ईमेल आईडी   Email ID : srdste@tsk.railnet.gov.in जीएसटीआईएन   GSTIN : - पता   Address: office of Divisional Railway Manager Tinsukia, Assam, Tinsukia, ASSAM-786125, India

प्रेषिती विवरण   Consignee Details		
क्र.सं.   S.No	प्रेषिती नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description
1	संपर्क   Contact : 037-42331860-64806 ईमेल आईडी   Email ID : mdshoyab.1402@gov.in जीएसटीआईएन   GSTIN : - पता   Address : office of Divisional Railway Manager Tinsukia, Assam, TINSUKIA, ASSAM-786125, India	Operation and Maintenance Services of Power Generator(DG-Set)

सेवा प्रदाता विवरण   Service Provider Details	
जेम विक्रेता आईडी   GeM Seller ID : 2LM1210003202409 कंपनी का नाम   Company Name : M/S. CLIMAX संपर्क नंबर   Contact No. : 09435112476 ईमेल आईडी   Email ID : climax_ghy@hotmail.com पता   Address : KHITISH BAWAN, HIREN MARKET, A.K.AZAD ROAD, REHABARI, Kamrup, ASSAM-781008, India एमएसएमई सत्यापित   MSME verified : Yes एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-AS-03-0002823 एमएसई सामाजिक श्रेणी   MSE Social Category : SC एमएसई लिंग श्रेणी   MSE Gender : Male जीएसटीआईएन   GSTIN: 18AFEPB7245R4ZW	

\*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): 09-Apr-2024 सेवा समाप्ति तिथि | Service End Date : 08-Apr-2026

श्रेणी नाम | Category Name : Operation and Maintenance Services of Power Generator(DG-Set)

विवरण   Description		Number of Packages during Contract Period	Price per package
Type of O&M/Service package	Package 3 - O&M Service with operational and comprehensive maintenance	50	37000
Number of the DG Set at a given location/site/building	1		
Average running hours of DG-SET in per annum	Upto 1000 hours		
Frequency of visit for preventive maintenance by maintenance engineer	Monthly		
Designation of Dedicated Manpowers provided	Electrician/operator		
Number of Dedicated electrician/operator	2		
Duty hours for dedicated manpower provided	24 hrs/day		
Working Days in a Week	7 days		

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

(Price per package\*Number of Packages during Contract Period)

ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)	1850000
कुल ऐडऑन मूल्य   Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)	1850000
<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)	1850000

#### एसएलए विवरण | SLA Details

## SPECIAL TERMS AND CONDITIONS (STC) FOR

### OPERATION AND MAINTENANCE SERVICE OF POWER GENERATOR (DG-SET)

#### 1.Preamble

1.1 All **operation and maintenance (O& M) service of power generator (DG-SET)** contracts placed through GeM shall be governed by following set of Terms and Conditions:

- o This document represents a 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 services covered as mutually understood by the stakeholders.
- o These set of conditions (STC/ATC/GTC) along with Scope of supply including price as enumerated in the Contract Document shall be construed to be part of the contract.
- o The terms and conditions are in reverse order of precedence i.e. ATC supersedes STC which supersede GTC , in case of any conflicting provisions.

#### 2.Stakeholders

2.1 The main stakeholders associated with this STC are:

1. Service Provider
2. Buyer
3. Payment Authority

2.2 The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and 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 STC.

#### 3.Service Scope

3.1 The Scope of O&M service of power generator/DG-SET consist of two parts viz General Scope and Contract Specific Scope.

#### 3.2 General Scope :

3.2.1 The General Service scope is depends on the selection of service package given below:

#### (i) Package 1 - O&M Services with operational and maintenance

##### Inclusive in the scope –

- (i) Providing experienced and trained labour /manpower for maintenance
- (ii) Unlimited breakdown visits
- (iii) Scheduled preventive maintenance as per manufacturer recommended schedule.

##### Not inclusive in the scope (i.e. to be provided by buyer) –

- (i) All consumables and parts required for preventive maintenance as per manufacture recommended schedule
- (ii) All major Spare parts which are not covered for preventive maintenance as per manufacture recommended schedule
- (iii) Fuel.

**(ii) Package 2 - O&M Services with operational and Semi-comprehensive maintenance**

**Inclusive in the scope –**

- (i) Providing experienced and trained labour /manpower for maintenance
- (ii) All consumables and unlimited breakdown visit
- (iii) Scheduled preventive maintenance as per manufacture recommended schedule
- (iv) All consumables and parts required for preventive maintenance as per manufacture recommended schedule.

**Not inclusive in the scope (i.e. to be provided by buyer) –**

- (i) All major Spare parts which are not covered for preventive maintenance as per manufacture recommended schedule.
- (ii) Fuel

**(iii) Package 3 - O&M Services with operational and comprehensive maintenance**

**Inclusive in the scope –**

- (i) Providing experienced and trained labour /manpower for maintenance
- (ii) All spare parts and unlimited breakdown visit
- (iii) Scheduled preventive maintenance as per manufacture recommended schedule
- (iv) All consumables and parts required for preventive maintenance as per manufacture recommended schedule.
- (v) All major Spares / parts which are not covered for preventive maintenance as per manufacture recommended schedule

**Not inclusive in the scope (i.e. to be provided by buyer) –**

- (i) Fuel

**NOTE :- In case the consumables/spares /Fuel etc if not inclusive in the scope of the service package chosen by the buyer, the same may be reimburse on actual basis by the buyer to the service provider if same is arranged by service provider based on the mutual consent.**

**3.3 Contract Specific Scope :**

In Addition to the General Scope the Service scope (Specific to contract) shall be as per the **ANNEXURE - A** , provided **by the buyer** at the time of bidding.

**NOTE TO BUYER:** The contract specific scope shall cover the details regarding the equipments (specification and features of each power generator's/DG-Set, Make of DG set, model of DG set, make of engine, model of engine, DG set rating, Vintage of the DG set (in hours and as well as in months), voltage rating, voltage regulation class and control panel details whether AMF/manual etc.) and works involved for O&M service to be procured for site/location/building(Per Location Basis).

**3.4 Buyer's Responsibility:**

1. Buyer shall nominate a Nodal officer/engineer in-charge from its organization to coordinate with Service Provider to facilitate Operation and maintenance of the DG Set/Power Generator.
2. The buyer shall provide adequate space and access to the authorized personnel of the Service Provider to work in the specified area.
3. The specific contract scope including actual activities/work requirements related to the operation and maintenance service of power generators shall be provided by the buyer with approval of competent authority at the time of bidding. The contract specific scope shall cover the details regarding the equipments (specification and features of each power generator's/DG-Set, Make of DG set, model of DG set, make of engine, model of engine, DG set rating, Vintage of the DG set (in hours and as well as in months), voltage rating, voltage regulation class and control panel details whether AMF/manual etc.) and works involved for O&M service to be procured for site/location/building(Per Location Basis).

4.

If needed the complete layout of site/location/building where power generators are placed and also complete electric circuit diagram to be provided service provider on placement of the contract.

5.

The items not inclusive in scope of the service (i.e to be provided by buyer) shall be provided by the buyer in the timely manner for smooth running of O&M service.

6.

The Accounting unit for the Operation and Maintenance service contract of DG sets is Per location/site/building, accordingly care may be taken at the time of ordering the service.

7. **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**

8. **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."

### 3.5. Seller's/service provider responsibility

1. Service provider may depute 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 works and obtaining all information for himself/herself on his/her own responsibility. The sites visits shall be entirely at service provider own expense.
2. The service provider shall not demolish, remove, or alter structures or facilities on the site without prior approval of buyer. The service provider shall clean/dispose of all the debris and other material accumulated due to civil work, operation and maintenance of equipment. The necessary materials required i.e. cartoons/dustbins etc. to be provided by the service provider at its own cost. The transportation for disposing the debris shall also be arranged by the service provider. The waste disposal shall be done in sealed condition without affecting the environment.

3. To maintain full equipments throughout the contract period as applicable.

4.

To monitor and record the parameters. The Log book shall be maintained by operator/electrician and same shall be approved by the engineer in-charge.

5.

As and when required the service provider shall report to representative/officer/engineer in charge designated by buyer about performance of equipment.

6.

The service provider should undertake to arrange genuine spares of the full equipment and when required within two working days as applicable.

7. Sufficient stock of minor spares or accessories should be kept by service provider if applicable.

8. If any abnormality noticed shall be diagnosed and remedial action shall be taken within 6 hours or such extended time period as approved by buyer.

9. Any damage to the equipment in the contract period due to improper O&M practice to be rectified/replaced by the service provider and buyer shall not pay for any rectification/replacement.

10. Regularly Checking and servicing of engine for smooth running, its unusual sound and color of smoke from exhaust and set it right in case of deviations.

11. Regularly Checking and repairing the leakage of fuel, lubricating oil and coolant.

12. Cleaning and changing of air filters as per requirement.

13. Checking and repairing of Accessories drive, Turbocharger and crankshaft endplay whenever required.

14. Checking of alignment and alignment of engine and Alternator as per requirement.

15. Checking of throttle control & its setting.

16. checking of instrument panel as and when required.

17. Repair and Maintenance of relays including contactors in control panel of power generator.

18. Checking of battery terminal and de-sulphation.

19. Diagnosis of faults in engine and Alternator and its rectification.

20. To carry out **all the test/** checks as per the operation and manual of the manufacturer. This may include ( but not limited to ) the following

1. Checks lube oil level and conditioning of lube oil, top up/refill required.
2. The oil filters shall be replaced whenever oil is changed.
3. The air filters shall be cleaned periodically with compressed air, check batteries and top up the distilled water periodically/and if required.
4. Engine safety viz. high water temperature gauge, oil pressure gauge, oil pressure temperature gauge and high speed gauge shall be checked for their functions and repaired/ replaced if required.
5. Coolant level and conditioning of coolant shall be checked and refilled if required.
6. Check fan and alternator drive belts and tightened if required.
7. Check the cable connections at starter battery, dynamo/alternator and control panel.
8. Check electrolyte level in the battery.
9. The Governor shall be checked and tuned for proper functioning.
10. Check for leaks if any and shall be rectified
11. Check reports shall be submitted every month/ every breakdown calls.

**Note :** The above **test/** checks are indicative and not exhaustive. Actual **test/** checks may be as per the operation and maintenance manual of the manufacturer of the engine/DG set and agreed between maintenance engineer of service provider and engineer in charge of the buyer.

### 4. Additional terms and condition

1. The operator/electrician provided by the Service Provider, should possess the requisite & valid electrical License, for running D.G Set/Power Generator.
2. Rates are to be quoted for the each location/site/building. i.e. per location basis
3. Cost for maintenance and servicing of the generator including the cost of spare parts and periodical replacement of Mobil oil are to be borne by the **Service Provider as per the service package applicable.**
4. **The equipment under O&M service shall be in running and working condition at time of commencement of the O&M service contract.**
5. After the termination/completion of the contract the equipment shall be handover/return to buyer in same **running and working as it is at the contract time of commencement.**
6. The Contract shall remain in force initially for a defined period of time from the date of O&M of the D.G Set/power generator. However, the contract is subject to

- termination at any time if the services are not found satisfactory or for any other reason whatsoever by serving three calendar months notice, by buyer.
7. The deployment of the dedicated manpower for O&M of the power generator/DG set should comply with the labor Legislation Act. And Minimum wage Act of Govt. Of India and the state Govt.
  8. The Service provider will have to remove their assets from, if any the buyer location within 07 days from the date of termination or closure of the contract at their cost.
  9. Working hours on all working days shall be prevailing normal office hours of that area or as specified by buyer.
  10. O&M Charges shall be payable from the date of taking over the equipment covered under oem control at each site/building/location by the service provider.
  11. The maintenance of the DG set/Power generator may be schedule in such a manner so that the buyers may not suffer any loss to their working hours.
  12. It is the duty of service provider/seller that a log book shall be maintained for recording the daily running of DG Set/Power Generator including over time and energy consumption reading (kVA/kWh) and also a separate log book shall be maintained for dedicated manpower's for daily duty hours including overtime which should be signed by designated nodal officer of buyer on daily/weekly basis.
  13. The Buyer shall inform the Service Provider if any dedicated manpower is absent .The Service Provider shall provide alternate within 2 hours as applicable.
  14. 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 the buyer. The dedicated man power provide by Service Provider shall not share any documents/information to any outside unauthorized person. Violation of the same will render immediate termination of contract and no payments will be made to the Service Provider along with forfeiture of Performance Security. Service Provider shall be wholly responsible in case of failure and will be liable to be prosecuted under the jurisdiction of the local court.
  15. The service provider/seller is not liable of any loss/damage to the equipment under O&M service due to voltage/electric fluctuation at the site/building/location.
  16. Successful Service provider has to obtain policies to cover Third-party/Fire/Workman compensation Insurance cover of suitable amount for each location/site/building policy which shall remain in force till the contract, period and extension if granted. No payment shall be released, if the insurance lapse during contract period.
  17. 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 by personal negligence of the staff of the contractor. The buyer will remain indemnified by the service provider on this account.
  18. First Aid Box shall be arranged by the Service Provider at site of work at their cost.
  19. The service provider shall be solely responsible for payment of wages / salaries and allowances to his personnel that might become applicable under any government order. The buyer shall have no liability whatsoever in any manner.
  20. For running of the O&M services beyond the applicable working hours/Duty hours, permission for the same in writing shall be taken from the buyer and copy of the same shall be produced while claiming the Additional/Extra charges on pro data basis.
  21. The service provider should arrange genuine spares of the diesel engine, alternator and panels as and when required within two working days.
  22. The change of any spare parts to be carried after giving written communication.
  23. The spare parts/ consumes such as filter change shall be under in the presence of buyer concerned and the unsuitable spare to be handed over.
  24. The electrical fitment change shall also follow the same process.
  25. The service provider shall visit the site for attending the generator sets monthly/bi-monthly/quarterly and shall inspect the generator sets thoroughly. Each visit may preferably take place during 1st week of month.
  26. The Service provider shall visit monthly/bi-monthly/quarterly for checking of electrical side viz., Alternator, AMF controls Panel, and other electrical equipments/switches.
  27. The engine shall be run on no load or at available load, and should be checked for any leakage and abnormal noise. If any abnormally noticed shall be diagnosed and remedial action shall be taken during the visit of maintenance engineer.
  28. Down time for minor/major repair shall not exceed 2 hours in a month.
  29. The items not inclusive in scope of the service (i.e to be provided by buyer) shall be provided by the buyer in the timely manner for smooth running of O&M service.
  30. The service provider shall provide detailed maintenance schedules for daily check, weekly check and routine maintenance/services, which will tally with the manufacturer's recommendation. As per the schedule trained technician shall be deputed for listed maintenance work. The technician shall take the signature/acknowledgement of buyers for work executed.

#### 5.Payment Terms

The timely payment shall be made by the buyer on monthly/quarterly/yearly basis as per the contract.

**Rates are to be quoted for the each location/site/building. i.e. per location basis. No Extra additional/Extra charges beyond the package limit or/and beyond operator's duty hours shall be paid.**

#### 6.Penalty and Termination:

1. In case of non-compliance of service obligation, penalty per default will be imposed as per SLA. The contract will be liable to be cancelled for repeated default .
2. If Buyer is not satisfied regarding the genuineness of delay for progress and/or completion of the work, then it may impose penalty upon the contractor at 0.5% per day of delay value of work lying unfinished subject to a maximum 5% of the agreement amount.
3. Penalty in case of Non performance of service for more than 4 hours in a day during operational hours will be considered as one day of non operation. Non function of equipment , non display of parameters not giving data shall be termed as non performance/non functional.
4. Absent of operator without informing for more than 12 hours, not maintaining the DG set/Power generator in good running condition all the times, 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.
5. Further the buyer may , without prejudice to any other remedy for breach of contract , by written notice of default sent to the service provider, terminate the contract in whole or part:
  - 1. If the service provider fails to deliver any services within the period(s) specified in the contract etc.
  - 2. If the service provider fails to perform as per the performance standards etc.
  - 3. If service provider, in the judgment of the buyer has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

### ANNEXURE - A

## Contract Specific Scope

**(Parameters/details to be provided by buyer of each power generator located at the given site/location/building(Per location basis) to be covered under the O & M service contract:**

S.No.	Parameters	LOV					Unit
1	Address of Location of DG Set						
2	Number of the DG Set at a given location/site/building						
3	DG Set Rating located at the given site/location/building						KVA
4	Make of Engine						
5	Model of Engine						
6	Make of Alternator						
7	Model of Alternator						
8	Make of the DG Set						
9	Age of the DG Set since Procurement						Years
10	Age of the DG Set in running hours						Hours
11	Voltage Rating						
12	Output Voltage						
13	Voltage Regulation Class						
14	Control Panel type						
15	Average running hours per annum						Hours

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

1. ANNEXURE - A (Contract Specific Scope) : [click here](#)

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

1. 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 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 Payment

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

##### 2.3 Forms of EMD and PBG:

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

##### FA & CAO/MLG

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

##### 2.4 Forms of EMD and PBG:

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

##### FA&CAO/MLG

payable at

Maligaon

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

##### 2.5 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document [Click here to view the file](#) .

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

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