

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687770078700

अनुबंध तिथि | Contract Generated Date : 03-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4232704](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्ररूप Type : Central PSU मंत्रालय Ministry : Ministry of Coal विभाग Department : NLC India Limited संगठन का नाम Organisation Name : NLC India Limited कार्यालय क्षेत्र Office Zone : Centralised Thermal Contracts NNTPS Campus	पद Designation : ADGM संपर्क नंबर Contact No. : - ईमेल आईडी Email ID : m.periasamy@nlcindia.in जीएसटीआईएन GSTIN : - पता Address : Centralised Thermal Contracts, NLC India Limited, NNTPS campus, NEYVELI, CUDDALORE, TAMIL NADU-607807, 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 : CGM TPS II EXP वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : Finance Manager	Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : MANAGER ईमेल आईडी Email ID : anil.t@nlcindia.in जीएसटीआईएन GSTIN : 33AAACN1121C1ZG पता Address: TPS-II Expansion, NLC India Ltd., Neyveli - 607 807, Cuddalore, TAMIL NADU-607807, India

परोक्षिती विवरण Consignee Details		
क्र.सं. S.No	परोक्षिती नाम & पता Consignee Name & Address	सेवा विवरण Service Description
1	संपर्क Contact : - ईमेल आईडी Email ID : viruttheswaran.nlc@nic.in जीएसटीआईएन GSTIN : - पता Address : TPS-II Expansion, NLC India Ltd., Neyveli - 607 807, CUDDALORE, TAMIL NADU-607807, India	ANNUAL MAINTENANCE SERVICES FOR WATER PURIFICATION AND CONDITIONING SYSTEM (Version 2) - As per Scope of work; As per Scope of work; PACKAGE-5 : Water purifier and conditioning system maintenance involving basic servicing, filters, membranes, All ele..

सेवा प्रदाता विवरण Service Provider Details	
जेम विक्रेता आईडी GeM Seller ID : 8E1C180000686220 कंपनी का नाम Company Name : MRI Enterprises संपर्क नंबर Contact No. : 09962176447 ईमेल आईडी Email ID : aquatotalosystem@gmail.com पता Address : 24/1B, Eaganayagar Koil Opposite, Alichikudi Road, Vridhachalam, Cuddalore, TAMIL NADU-606001, - एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-TN-04-0026183 एमएसई सामाजिक श्रेणी MSE Social Category : OBC एमएसई लिंग श्रेणी MSE Gender : Female जीएसटीआईएन GSTIN: 33BFTPR0673D1ZA	

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

सेवा विवरण | Service Details

सेवा प्रारंभ दिनांक (नवीनतम) | Service Start Date (latest by): 10-Apr-2024 सेवा समाप्ति तिथि | Service End Date : 09-Apr-2026

श्रेणी नाम | Category Name : ANNUAL MAINTENANCE SERVICES FOR WATER PURIFICATION AND CONDITIONING SYSTEM (Version 2)

बिलिंग चक्र | Billing Cycle: monthly

विवरण Description	Quantity	Annual Maintenance cost per water purification and conditioning system
Zipcode	NA	
Vintage of water purification / conditioning System covered under the service (Yearly)	As per Scope of work	
District	NA	
Annual maintenance contract (AMC) for kind of water purification/ conditioning System Category	As per Scope of work	
Type of AMC Package	PACKAGE-5 : Water purifier and conditioning system maintenance involving basic servicing, filters, membranes, All electrical parts including pump and compressor	

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

(Annual Maintenance cost per water purification and conditioning system*Quantity* Contract Period/365)

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

873328.62

कुल एडऑन मूल्य Total Addon Value(INR)	0
एडऑन सहित कुल मूल्य Total Value Including Addons(INR)	873328.62
अनुबंध की राशि Amount of Contract	
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)	873328.62
मूल्य विभाजन की पेशकश की Price Break up offered : प्राइज ब्रेक अप ऑफ़र किए गए दस्तावेज़ लिंक Price Break up offered Document link	
एसएलए विवरण SLA Details	
<p>SERVICE STC</p> <p>SPECIAL TERMS AND CONDITIONS</p> <p>FOR ANNUAL MAINTENANCE SERVICES FOR WATER PURIFICATION AND CONDITIONING SYSTEM</p> <p>1. PREAMBLE:</p> <p>All Annual Maintenance Contracts placed through GeM shall be governed by following set of Terms and Conditions:</p> <ol style="list-style-type: none"> General terms and conditions for Goods and Services; Service Specific STC of AMC Services – as defined in Service Catalogue which includes SLA for the Service for a product; BID / Reverse Auction specific ATC (if applicable) <ol style="list-style-type: none"> The above terms and conditions are in reverse order of precedence i.e. Bid / RA Specific ATC shall supersede the Service Specific STC and GTC and Service Specific STC shall supersede over the GTC, only in case of any conflicting provisions. The above set of conditions along with Scope of service including price as enumerated in the Contract Document shall be construed to be part of the contract. <p>2. Agreement Overview</p> <p>This Agreement represents a Special Terms and Condition and also includes the specific Service Level Agreement (“SLA”) between the Buyer and the Annual Comprehensive Maintenance Service Provider Agency. This Agreement outlines the Scope of Work, Stakeholder’s Obligation and General Terms and Conditions of Services covered as they are mutually understood by the stakeholders.</p> <p>3. Objective And Goals</p> <p>The objective of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent delivery of maintenance service to buyer by service provider.</p> <p>The goals of this Agreement are to:</p> <ol style="list-style-type: none"> Provide clear reference to service ownership, accountability, roles and/or responsibilities. Present a clear, concise and measurable description of service provision to the customer. Depict Terms and Conditions of the service for all the involved stakeholders. <p>To ensure that all stakeholders understand the consequences in case of termination of services due to any of the stated reasons, violations of service level agreement</p> <p>The agreement will act as a reference document that both the parties have understood the mentioned terms and conditions and have agreed to comply the same.</p> <p>4. Stakeholders</p> <p>Following are the stakeholders associated with this agreement:</p> <ul style="list-style-type: none"> Buyer / Consignee Service Provider or Annual Maintenance Contract Service Provider <p>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.</p> <p>5. Scope of the services</p> <p>The maintenance involved shall be as per the packages specified. The scope of Annual Comprehensive Maintenance (AMC) Service covers upkeep and smooth working of the equipment within the premises of user department as per laid down SLA and any other provisions contained in the contract .The AMC services shall consist/ inclusive of the following:</p> <ol style="list-style-type: none"> Preventive Maintenance Service (PMS) Comprehensive Maintenance Services Break Down Services/Repair (BDS) <p>5.1 Preventive Maintenance Service (PMS)</p> <p>AMC service provider shall carry out preventive maintenance Services (PMS) on monthly basis and shall plan, as per schedule of quantities, such that maintenance is carried out at users/consignee location for equipments covered in the AMC. PMS will be done once in every month during currency of the contract. A separate logbook should be maintained to record the preventive maintenance carried out for equipment. The AMC service provider must submit the preventive maintenance report along with satisfactory service report from the user to designated authority / nodal officer of buyer for record and SLA compliance.</p> <p>5.2 Comprehensive Maintenance Services</p> <p>The scope of comprehensive maintenance covers upkeep and smooth working of the equipment/system within the premises of the user department as per laid down SLA, Package and other provisions covered in the contract. Service provider should carry out the comprehensive maintenance once in a year (preferably with in first quarter of award of contract) through trained, experienced and competent service engineer and as per benchmarked maintenance practices / OEM manuals. Continuous efforts should be made by service provider to minimise the down time of the water purifier as a part of the duties of the service provider agency. The service provider shall ensure the equipments/systems</p>	

covered under the contract are maintained at optimum operating levels.

5.3 Break Down Services/Repair (BDS)

It shall be the responsibility of the service provider to ensure that as soon as a break down occurs immediately service engineers are deputed for carrying out the repairs and make the equipments/systems, covered under contract, in working conditions. Service provider should have adequate stock of required parts and spares which may need to be replaced. Service provider is expected to ensure that up time as prescribed in the SLA is maintained

6. Different Types Of Packages Offered Under AMC

The AMC services offering shall be in terms of different packages depending on coverage of basic servicing ,filters ,Membranes ,electrical parts etc. The details are as indicated below

1. PACKAGE-1 : Water purifier and conditioning system maintenance involving basic servicing

This package (Package-1) will cover visits by service engineer to carryout periodic maintenance of the equipment/ systems covered under the contract. It is suitable for equipments such as water coolers, gravity water filters, water dispensers etc where periodic change of filters etc as consumable are not required. In unforeseen condition, if any major components (pump/compressor) failure occurs during the currency of AMC, the service provider shall replace it on extra charge. Buyer shall decide themselves the reasonability of the extra charges for such unforeseen failures.

1. PACKAGE-2 : Water purifier and conditioning system maintenance involving basic servicing with maintenance of filters

This package (Package-2) will cover periodic change of filters and activated carbon etc as consumable and visits by service engineer to carryout maintenance service of the equipment covered under the contract. It is suitable for equipments such as Potable water purifiers with/without water coolers, RO water purifiers, water ATM etc where periodic change of filters and activated carbon etc as consumable are required. In unforeseen condition, if any major components (membrane/pump/compressor) failure occurs during the currency of AMC, the service provider shall replace it on extra charge. Buyer shall decide themselves the reasonability of the extra charges for such unforeseen failures

1. PACKAGE-3 : Water purifier and conditioning system maintenance involving basic servicing plus maintenance of filters and and membrane

This package (Package-3) will cover periodic change of filters, membrane/UV tube and activated carbon etc as consumable and visits by service engineer to carryout maintenance service of the equipment covered under the contract. It is suitable for equipments such as higher capacity RO/UV/UF/NF water purifiers, water ATM etc where periodic change of filters, membrane, UV lamps etc as consumable are required. In unforeseen condition, if any major components (pump/compressor) failure occurs during the currency of AMC, the service provider shall replace it on extra charge. Buyer shall decide themselves the reasonability of the extra charges for such unforeseen failures

1. PACKAGE-4 : Water purifier and conditioning system maintenance involving basic servicing, filters, membranes, All electrical parts including pump

This package (Package-4) will cover periodic change of filters, membrane/UV tube and activated carbon etc as consumable and visits by service engineer to carryout maintenance service of the equipment covered under the contract. It is suitable for equipments such as higher capacity RO/UV/UF/NF water purifiers, water ATM etc where periodic change of filters, membrane, UV lamps etc as consumable are required. Further it also covers components (components in the water line) such as pump etc. However components other than water line such as compressor and other electrical parts failure occurs during the currency of AMC, the service provider shall replace it on extra charge. Buyer shall decide themselves the reasonability of the extra charges for such unforeseen failures

1. PACKAGE-5 : Water purifier and conditioning system maintenance involving basic servicing, filters, membranes, All electrical parts including pump and compressor

This package (Package-5) will cover periodic change of filters, membrane/UV tube and activated carbon etc as consumable and visits by service engineer to carryout maintenance service of the equipment covered under the contract. It is suitable for equipments such as higher capacity RO/UV/UF/NF water purifiers, water ATM, Electro De-ion based water purifiers etc where periodic change of filters, membrane, UV lamps, etc as consumable are required. Further it also covers all electrical parts and accessories/ components such as pump, compressor, Electro De-ion Module etc. without any extra cost.

NOTE (1) : The AMC service order shall indicate the relevant package as ordered by the buyer and AMC holder shall accordingly render the services

7. Buyer Obligations

1. Buyer should provide the details such as model numbers of equipments/ system etc for information to the prospective service provider at the time of bidding. The details shall include all the **WATER PURIFICATION AND CONDITIONING SYSTEMS including its** integral/ essential part and accessories of the System to be covered under the scope of the contract while bidding for the services .Further on entering the contract may provide spare parts list, cat part ID etc as available with them to the service provider for effective service rendering. Service provider shall also have knowledge regarding spare parts and part list numbers etc for the equipments for which they are offering the services.
2. Buyer shall nominate a Nodal officer/engineer in-charge from its organization to coordinate with Service Provider to facilitate proper co-ordination.
3. Buyer Department shall ensure that the Service Provider or its authorized personnel gets the required access to location/areas/rooms for providing the services as per contract.
4. Buyer should also indicate details of any previous break downs and repairs made on the equipment at start of the AMC services to the successful service provider.
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."

8. Service Provider Obligations

1. Service provider should maintain register indicating details of equipment/Equipments being maintained and details of rooms/place where they are placed . In case any equipments shifted during tenure of the contract with in same location the change details are also to be kept on record/registers Such shifting within the same location shall be done under supervision of the AMC service provider and buyer department should ensure that information is given to service provider and they are also associated .However cost of such shifting shall not be responsibility of service provider
2. Service Provider should depute trained and technically competent service engineer / engineers at users premises to ensure proper upkeep of equipment and quick resolution of fault during the AMC period.
3. Service provider should have facility to enable user department to register complaints through call centre or through website or email .In case of several equipments involved service provider can also consider maintaining a help desk in premises of consignee Proper record of the complaints should be maintained by the AMC call centre/office/Support Engineer /help desk at each consignee location / user premises.
4. Service Provider should ensure availability of suitable instruments / tools for their service engineer to examine and repair the equipment. Any cleaning solution or chemical required also to be made available to service engineer
5. Service Provider is required to maintain the log sheet which will include number of services provided during the contract period with dates and part of the equipment got repaired or replaced, with its proper model number and necessary details.

6. The Service Provider must fulfil the requirement of number of maintenance services.
7. Service provider shall maintain the confidentiality of any information related to the equipments under AMC . Service provider will be required to take appropriate actions in respect of personnel engaged to ensure the obligations of non-use and non-disclosure of confidential information.
8. Service provider shall ensure strict compliance of scope of services as per package offered by them and specified in the order
9. Replacement of filters, membranes and other parts shall be under responsibility of service provider as specified in relevant package. The replacements are to be effected as per requirements specified in OEM Manual.

9. Special Terms and Conditions

1. Service provider shall have experience in repair and maintenance services
2. Water purifier is to be checked for ensuring output water TDS level within permissible limits as per specification the equipment during monthly preventive maintenance visits.
3. The comprehensive maintenance includes preventive maintenance on the monthly basis and regular services of the various equipment and/or replacement of any items necessary for keeping the purifier in active working condition and free from any defects/disturbance and on any unscheduled call for corrective and maintenance services.
4. The user Departments shall provide details of Equipment Quantity, Location, Invoice Date/ vintage , Brief Problems of Machine (if any), to enable the service provider to prepare the maintenance work.
5. Service Provider, as per need and requirement of the contract fulfilment, shall ensure appropriate deployment of the manpower.
6. Repair should be conducted as per standard accepted guidelines for the water purifier repair and as per OEM manual .The parts/components/sub-assemblies used for repair/replacement by the service provider will be of same make and functional capability as originally available in the PURIFIER . All types of spares, consumables and accessories shall be available with the service provider for equipments covered under the contract. An undertaking is required to be submitted to this effect at start of AMC services.
7. The new parts when to be fitted is to be verified before fitting to equipments .The removed part is to be handed over to user department .In case service provider notice any part is missing same to be brought to notice of buyer department or otherwise responsibility shall be of service provider Service provider shall ensure that only original parts of same make/brand are used for replacement
8. Escalation matrix and name of persons coordinating AMC jobs to be submitted to buyer after AMC is awarded. Service provider shall make sure that equipment under AMC are in working conditions in users' premises. The service provider shall provide service support as and when required during the AMC period without any extra cost
9. Immediately on award of the service contract, the service provider would give a report regarding taking over of the water purifier . It shall be the responsibility of the service provider to make the water purifier work satisfactorily throughout the contract period, also to hand over the water purifier to the department in working condition on expiry of the contract. In case any damage in the same is found, penalty would be applied at the time of payment and the amount as per the defined penalty would be deducted.
10. All the consumable articles / parts such as material required for cleaning repairs and maintenance will be provided by the service provider at no extra charge to the buyer. The spares and accessories shall be of standard quality .The spares and accessories shall be compatible with purifier and according to specification provided by the manufacturer and with best quality
11. In case of delay in attending to problems, breakdown of systems due to improper handling by service provider personnel etc suitable penalties for violation of service level agreements shall be levied as indicated in the Penalty Clauses
12. The comprehensive maintenance/ annual maintenance shall be carried out primarily at the premises as specified in the service order, during office hours. In case, the Service Provider feels that the equipment cannot be repaired at site, they should carry and deliver the equipment back at their own cost and risk to get it repaired promptly. While taking out the equipment Gate pass to be obtained from the Buyer/nodal officer.
13. After carrying out repair when required certificate regarding equipment working should be obtained from concerned user department representative
14. In case the Service Provider fails in adhering to the maintenance requirements, and Buyer made alternative arrangements for the servicing/maintenance, then Service Provider would reimburse the cost of such arrangements
15. A preventive periodic maintenance report shall be submitted by the service provider to the buyer organization nodal officer
16. Service provider to give guarantee for the replaced part as per OEM warranty or at least 6 months if not covered in OEM warranty .Service provider is to ensure that only original part of same model/brand are used for replacement .In case of replacement of parts are not covered as per the package applicable service provider shall ensure that rates charged are not more than OEM rates.
17. Response Time Ordinarily a complaint must be attended within 24 hours when no change of spare part is involved, however, in case of requirement of change of spare part, the complaint should be resolved within 72 hours of lodging . In case the system is not repaired, or an alternative system not supplied within the period of 72 hours from the time of failure reported, then the buyer may choose to get the same repaired by or replaced from any other agency and the cost and expenditure incurred therein shall be recoverable from the service provider.
18. **System Uptime** : Service provider shall ensure that equipment is maintained and in case of any reported fault shall be repaired without any delay. The total uptime of the equipment should be 95% of the period covered in the AMC.
19. AMC Service provider shall be responsible for ensuring that the resources employed for carrying out the servicing and repair shall conduct themselves appropriately in the premises of the buyer department. In case of any misconduct penalties as indicated in the SLA shall be levied and service provider shall be required to terminate the resource with immediate effect.
20. The service provider shall provide proper identification cards for the resources and uniform etc so that the only authorized service persons are attending to the servicing and repair work. The details of resources who shall be used for carrying out work should be informed in advance to maximum extent possible
21. In case resources employed by service provider resort to any theft the cost of the article shall be recoverable from the service provider in addition to any other criminal action against the resource
22. The resources used by service provider to carry out maintenance shall be on rolls of service provider and shall have no claim whatsoever for any benefits from the buyer department. Service provider shall be responsible for complying with any applicable minimum wages and other statutory compliances

10. Payment Terms

1. The payment will be made to AMC Service provider on quarterly basis (if the services are satisfactory) on submission of bill by the service provider on completion of each quarter after deducting penalty amount, if any.
2. Enhancement or decrease of taxes, duties or prices of components, etc., will not affect the AMC rates during the entire period of AMC; no difference shall be paid or claimed as a result of the above.

11. Breach of Contract And Termination

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

1. Mutual consent: The contract may be terminated based on mutual consent in case the services are no longer required by the Buyer by providing reasonable notice period as per the term of the contract or minimum of 30days. 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. The Service Provider shall have the right to terminate the contract without any liability to the Buyer if the Buyer fails to make payments to the Service Provider as per the payment scheduled agreed in the Contract.

12. Breach of SLAs:

The Service Provider shall be responsible for faithful compliance of the terms and conditions of this agreement. In case of noncompliance of Service obligations, penalty per

default will be imposed as per SLA. Non delivery of service in time, not starting work in time, violation of existing laws and statutory requirements, Committing fraud etc will be considered as a major default and the contract will be cancelled immediately without giving any further notice

1. Penalty to be imposed if the resolution / maintenance involving part replacement is delayed above 72 Hrs
2. If the service providers are not able to complete or turn up for the calls, then users can avail the services from any other local service provider / local technician and the amount so spent can be deducted from the bill of Service Provider / from his due amount.
3. Penalty will be imposed in case of failure to meet the SPECIFIED Uptime
4. The cumulative penalty cannot exceed 10% of the contract value for that period. The contract may be terminated by the Buyer once this limit is breached without any prejudice to other contractual remedy.

Penalties

Sl. No	Service Level Agreement	Base Line Performance	First default	Second default	Third default and subsequent defaults
1	Delay in starting the AMC Services	AMC services to start within maximum 2 weeks	Termination of contract		
2	Log sheet Maintenance	Log sheet to be maintained Per Visit / per maintenance arising on call	Warning to be given	Rs 250	Rs 500
3	Delay in carrying out Preventive maintenance as per schedule	To be carried out as per intervals applicable	0.5 % of billed amount for every day delay		
4	Delay in carrying out repairs where no spare part change is involved	24 hours of reporting	1 % of billing amount for the quarter for every one day delay	2% of billing amount for quarter for every one day delay	3% of billing amount per quarter for every one day delay
5	Delay in carrying out repair in where change of spare part is involved	should be resolved within 72 hours of lodging	2 % of billing amount for the quarter for every one day delay	3 % of billing amount for quarter for every one day delay	5 % of billing amount per quarter for every one day delay
6	Non provision of proper identity card to resources employed by service provider or non display of identity card	Should be provided	Rs 500	RRs 750	Rs 1000 for 3 rd and subsequent default
7	If the employee of service provider is found to have misconduct or misbehaved in any manner or resort to any violent behaviour etc with or employees of buyer organisation or other employees of service provider	No such occasion should happen	Rs 1000 and resource to be terminated in addition to any other action as deemed fit by buyer organization	Rs 2500 and resource to be terminated in addition to any other action as deemed fit by buyer organization	Rs 5000 and resource to be terminated in addition to any other action as deemed fit by buyer organization
8	Substandard parts /Non OEM parts are used while undertaking replacement	No such occasion should happen	Immediate replacement with genuine and quality parts with penalty of Rs 1000	Immediate replacement with genuine and quality parts with penalty of Rs 2500	Cancellation of the contract

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

1. Detailed description such as Model, Brand , capacities, associated accessories etc, of the assets to be covered under the AMC : As per Scope of Work & Special Conditions
2. Other buyer specific requirements and details : [click here](#)

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

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	State Bank of India
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	5.00

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 Scope Of Work(SOW):*

Text Clause(s)

SCOPE OF WORK

Sl. No.	Activity Code	Description of work
1	CVTMCNS 7772	Maintenance of 7 (Seven) nos of 250 LPH RO plant including topping up of anti scalent Chemical, cleaning the plant with required chemicals, replacing normal wear and tear items, joining materials and checking electrical & mechanical parameters and restoring the plant to normal running conditions. The rate shall include all cost and conveyance of materials, tools and plants required for the work, transport, taxes, labour, supervisory charges ,testing of water sample for conformity, issue of lab test report for the samples tested at site etc., -frequency of iteration - once in a month for one units.
2	CVTMCNS 7773	Supplying and fixing of good quality membrane unit (LG / Film Tech or equivalent) suitable for the existing 250LPH RO plant at TPS II EXPN. The rate shall include cost and conveyance of all materials, all labour charges, tools and plants required for the work, transport, taxes, etc., complete including removing the existing membrane and normalize the RO plant to good running condition- frequency of iteration - once in two years (Approximately in between 18 -24 Months)
3	CVTMCNS 7774	Supplying and fixing of good quality RO pump of 1.50HP (CRI or equivalent) suitable for the existing 250LPH RO plant at TPS II EXPN. The rate shall include cost and conveyance of all materials, labour charges, tools and plants required for the work, transport, taxes etc., complete including removing the existing RO pump and normalize the RO plant to good running condition - frequency of iteration - Whenever warranted.
4	CVTMCNS 7775	Supplying and fixing of good quality Raw water pump of 0.50HP (CRI or equivalent) suitable for the existing 250LPH RO plant at TPS II EXPN. The rate shall include cost and conveyance of all materials, labour charges, tools and plants required for the work, transport, taxes etc., complete including removing the existing Raw water pump and normalize the RO plant to good running condition-frequency of iteration - Whenever warranted.
5	CVTMCNS 7776	Supplying and fixing of good quality Dozing pump of 0.10 HP or required capacity (CRI or equivalent) suitable for the existing 250LPH RO plant at TPS II EXPN .The rate shall include cost and conveyance of all materials, labour charges, tools and plants required for the work, transport, taxes etc., complete including removing the existing Dozing pump and normalize the RO plant to good running condition-frequency of iteration - Whenever warranted.
6	CVTMCNS 7777	Supplying and fixing of good quality of Micron filter of FILMAX / HYTECH or equivalent suitable for the existing 250LPH RO plant at TPS II EXPN. The rate shall include cost and conveyance of all materials, labour charges, tools and plants required for the work, transport, taxes etc. , complete including removing the existing Micron filter and normalize the RO plant to good running condition-frequency of iteration - Once in two months

7	CVTMCNS 7778	Supplying and fixing of good quality Sand (for drinking water filter purpose), good quality babbles and good quality coconut cell Carbon activated filter suitable for the existing 250LPH RO plant at TPS II EXPN. The rate shall include cost and conveyance of all materials, labour charges, tools and plants required for the work, transport, taxes etc., complete including removing the existing Sand, babbles & Carbon activated filter and to normalize the RO plant to good running condition- frequency of iteration - Once in alternative years
8	CVTMCNS 7779	Supplying and fixing of good quality Flow meter (UKL or equivalent) suitable for the existing 250LPH RO plant at TPS II EXPN. The rate shall include cost and conveyance of all materials, all labour charges, tools and plants required for the work transport, taxes etc., complete including removing the existing Flow meter and normalize the RO plant to good running condition. -frequency of iteration - Whenever warranted.
9	CVTMCNS 7780	Supplying and fixing of good quality Panel Starters of ISI certified company suitable for the existing 250LPH RO plant at TPS II EXPN .The rate shall include cost and conveyance of all materials, labour charges, tools and required for the work transport, taxes etc., complete including removing the existing Panel Starters and to normalize the RO plant to good running condition -frequency of iteration - Whenever warranted.
10	RMTHCIV 0 971	Supplying and fixing of good quality solenoid valve 20NB (Sanlixin or equivalent) suitable for the existing 250LPH RO plant at TPS II EXPN. The rate shall include cost and conveyance of all materials, labour charges, tools and plants required for the work, transport, taxes etc., complete including removing the existing solenoid valve and normalize the RO plant to good running condition- frequency of iteration - Whenever warranted.
11	RMTHCIV 0 972	Supplying and fixing of good quality Multi port valve (UKL or equivalent) suitable for the existing 250LPH RO plant at TPS II EXPN. The rate shall include cost and conveyance of all materials, labour charges, tools and plants required for the work, transport, taxes etc., complete including removing the existing quality Multi port valve and normalize the RO plant to good running condition-frequency of iteration - Whenever warranted.
12	RMTHCIV 0 973	Supplying and fixing of good quality End cap for Membrane Housing ISI certified company suitable for the existing 250LPH RO plant at TPS II EXPN. The rate shall include cost and conveyance of all materials, labour charges, tools and plants required for the work, transport, taxes etc., complete including removing the existing quality End cap for Membrane Housing and normalize the RO plant to good running condition-Whenever warranted.
13	RMTHCIV 0 974	Supplying and fixing of good quality Low pressure Switch/ High pressure switch (LPS/HPS) (Aster or equivalent) suitable for the existing 250 LPH RO plant at TPS II EXPN. The rate shall include cost and conveyance of all materials, labour charges, tools and plants required for the work, transport, taxes etc., complete including removing the existing quality Low pressure Switch and normalize the RO plant to good running condition -Whenever warranted.
14	RMTHCIV 0 975	Supplying and fixing of good quality Automatic Industrial Float ISI Certified company suitable for the existing 250LPH RO plant at TPS II EXPN. The rate shall include cost and conveyance of all materials, labour charges, tools and plants required for the work, transport, taxes etc., complete including removing the existing Automatic Industrial Float and normalize the RO plant to good running condition Whenever warranted.

15	RMTHCIV 0976	Supplying and fixing of good quality Pressure Gauge ISI Certified Company suitable for the existing 250LPH RO plant at TPS II EXPN. The rate shall include cost and conveyance of all materials, labour charges, tools and plants required for the work, transport, taxes etc., complete including removing the existing Dozing Tank and normalize the RO plant to good running condition-Whenever warranted.
16	RMTHCIV 0977	Supplying and fixing of good quality Dozing Tank ISI Certified Company suitable for the existing 250LPH RO plant at TPS II EXPN .The rate shall include cost and conveyance of all materials, labour charges, tools and plants required for the work, transport, taxes etc., complete including removing the existing quality Dozing Tank and normalize the RO plant to good running condition-Whenever warranted.

2.2 Buyer Added Bid Specific ATC:
Buyer Added text based ATC clauses

SPECIAL CONDITIONS

Part-I

- 1.0 The area of work is inside TPS-II Expansion, NLCIL. The contractor should inspect all the seven numbers of 250 LPH RO plants placed in different locations and working conditions etc. before tendering.
- 2.0 Contractor has to maintain all the seven numbers of 250 LPH RO Plants for Two Years in good condition.
- 3.0 All the consumables required for the work is under the contractor's scope.
- 4.0 Only Electricity and raw water near the plant on continuous basis for operation of the plant will be in the scope of NLCIL.
- 5.0 All the requirements for the successful maintenance of the system are under the scope of contractor.
- 6.0 The working time is normally in General shift 9.00AM to 5.00PM.in working days. However, the Contractor may carry out the works beyond the above working hours with a prior permission of NLCIL to achieve the desired progress of works.
- 7.0 For working on Sunday/NLCIL Holidays/Other than General shift, the contractor shall get prior permission from the site in-charge.
- 8.0 The rate shall include cost and conveyance of all materials, labour charges, charges for tools, vehicles, plants & equipments etc., complete required for the work.
- 9.0 The contractor should supply necessary tools to their workmen, the safety appliances and take all safety measures while carrying out the work and ensure wearing of safety appliances by the workmen while at work.
- 10.0 Clause for Quantity Variation:
The quantities given in the schedule of items are only approximate and individual item may vary to any extent subject.
- 11.0 Penalty clause: The periodical maintenance of RO plants should be carried out within 7th of every month, failing which Rs.100/- will be deducted per occurrence per day and Breakdown maintenance / replacement of spares have to be completed within 3days from the date of intimation/notice, unless otherwise Rs.100/- will be deducted per occurrence per day..

Part-II

1.0 SUPERVISOR CHARGES - PENALTY CLAUSE

Not Applicable

- 2.0 Tools & tackles, lifting machines & Safety appliances that are used for the work or by the workmen should possess ISI mark and valid test certificate from the competent authority.
- 3.0 The Contractor should observe all safety rules and regulations in force and ensure that all necessary safety precautions are followed up strictly for the safety of workers engaged in the work.
- 4.0 The Contractor should engage adequate man power having appropriate skills with the approval of the NLCIL officials to carryout and complete the works. Any extra time / over time engagement of the man power shall be the contractor's responsibility.

5.0 RATE OF WAGES

The present rates of wages payable to various categories of contract workers and Supervisor are as below:

TABLE

Category	Wages to be paid		Total wages (Rs. per day)
	Rate of wages (Rs. per day)	Dearness allowance-(DA) w.e.f 01.10 2023 (Rs. per day)	
USK	350.00	154	504.00
SSK / Supervisor	410.00	179	589.00
SK	494.00	215	709.00
HSK	579.00	253	832.00

6.0 RATE OF WAGES / DA PAYABLE TO THE WORKMEN

The contractor has to pay the rates of wages / DA as per Table above as announced by NLCIL and any revision of rates of wages / DA from time to time. However, in case of any revision of rates of wages / DA notified during contract period, the contractor shall pay the same along with P.F. & ESI component for the various categories of labour component.

7.0 RATE REVISION

(NOT APPLICABLE).

8.0 CONTRACT WORKMEN DEATH RELIEF FUND (CWDF)

8.1 An amount equivalent to 0.2% (zero point two percent) of gross value of every bill payable (before statutory, non statutory deductions) shall be deducted towards "Contract Workmen Death Relief Fund" (CWDF) from the contractors for the works carried out by the contractor. No provision has been made in the estimate towards the above deduction.

8.2 Based on the modified DRF scheme, monthly contributions to the death relief fund of Contract Workmen / Supervisors shall be deducted by the Contractor Employers concerned @ Rs.25/- from every contract workman / Supervisors engaged by Contractor Employer for the works in NLCIL from their salary /wages payable. In order to facilitate this, necessary deduction will be made from the bills of the Contractor employers based on Form - D (Attendance Register) & Form -B (Wage Register) Equal monthly contribution to the fund @ Rs.25/- per contract workman / Supervisors will be made by the Principal Employer NLCIL i.e. the Concerned Unit Head / Unit Accounts Centre.

9.0 CONTRACT WORKMAN AGE

The contractor shall not engage workmen beyond 58 years and the Contractor shall also produce the required age proof for the workmen engaged by him, while applying for entry permit for first time.

10.0 ESI & EPF

The Contractor Employers shall be required to undertake the responsibility of remitting the contribution/ subscription etc., of the contract workman engaged by them towards EPF, ESI etc., (as applicable) and NLCIL as the principal employer, will ensure compliance under the relevant applicable statutes by verifying the remittance made by the Contractor Employers before releasing part / final bills.

11.0 BONUS

The contractor shall ensure payment of minimum bonus of 8.33% of the annual wages to the contract workmen engaged by them for more than 30 days subject to the wages ceiling as provided under Payment of Bonus Act, 1965 and failure in this regard will be treated as violation of the terms of the contract.

12.0 SAFETY

Personal protective equipments (PPE) ie like Helmet, Safety shoe, Goggles etc by to be provided by the contractor and it is in the scope of the contractor .

13.0 PRICE REDUCTION CLAUSE

Not Applicable

14.0 GUARANTEE FOR WARRANTY

The contractor has to furnish the Guarantee for Warranty for the supply and fixing of RO Pump, raw water pump and dosing pump for a period of 365 days from the date of replacement in the prescribed format of NLCIL. In case of failure of pumps, the contractor has to rectify/replace the same at his cost and risk.

15.0 CONTRACT PERFORMANCE GUARANTEE

Not Applicable

16.0 PERIOD OF CONTRACT

The period of contract is two years from the date of commencement of work & the date of commencement will be minimum 7 days from the date of GeM order.

17.0 PAYMENT TERMS

The contractor has to submit the invoices for the works carried out in four copies with all relevant documents. After scrutiny, if it is acceptable, payment will be released to the contractor within 30 days of acceptance. Payment will be restricted to the actual work done only based on the actual measurements and as per the quoted rate in the tender schedule.

18.0 GST (Goods and Service Tax)

Contractor has to furnish the GST Registration number with relevant documentary evidence.

Contractor has to comply with the GST Act/ Rules.

19.0 NLCIL reserves the right to short close / extend the contract due to special circumstances.

2.3 Buyer Added Bid Specific SLA:

File Attachment [Click here to view the file.](#)

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

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