

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687756484222

अनुबंध तिथि | Contract Generated Date : 25-Jun-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4801993](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रकार Type : Central Autonomous मंत्रालय Ministry : Ministry of Education विभाग Department : Department of Higher Education संगठन का नाम Organisation Name : Delhi University कार्यालय क्षेत्र Office Zone : Shivaji College	पद Designation : Associate Professor संपर्क नंबर Contact No. : - ईमेल आईडी Email ID : buycon1.shivaji.del@gembuyer.in जीएसटीआईएन GSTIN : N पता Address : Shivaji College, University of Delhi, Ring Road, Raja Garden, New Delhi-110027, India., WEST DELHI, DELHI-110027, 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: Principal, Shivaji College वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : Principal, Shivaji College	Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : Administrative Officer Accounts ईमेल आईडी Email ID : pay1.shivaji.del@gembuyer.in जीएसटीआईएन GSTIN : N पता Address: Shivaji College, University of Delhi, Ring Road, Raja Garden, New Delhi-110027, India., WEST DELHI, DELHI-110027, India

परोक्षी विवरण Consignee Details		
क्र.सं. S.No	परोक्षी नाम & पता Consignee Name & Address	सेवा विवरण Service Description
1	संपर्क Contact : - ईमेल आईडी Email ID : buycon1.shivaji.del@gembuyer.in जीएसटीआईएन GSTIN : N पता Address : Shivaji College, University of Delhi, Ring Road, Raja Garden, New Delhi-110027, India., WEST DELHI, DELHI-110027, India	AMC/ CAMC of Solar Energy Power Plants - Comprehensive; OEM Authorized Service Provider; On-Grid Solar System

सेवा प्रदाता विवरण Service Provider Details	
जेम विक्रेता आईडी GeM Seller ID : T65G220006107538 कंपनी का नाम Company Name : DRF INNOVATION INDIA PRIVATE LIMITED संपर्क नंबर Contact No. : 09472588401 ईमेल आईडी Email ID : drfinnovationindia@gmail.com पता Address : MOHANPUR WARD NO 08, SAMASTIPUR, HERO ELECTRIC, MOHANPUR ROAD, Village/Town:- MOHANPUR, City:- SAMASTIPUR, Samastipur, BIHAR-848101, India एमएसएमई सत्यापित MSME verified : Yes एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-BR-30-0013847 एमएसई सामाजिक श्रेणी MSE Social Category : OBC एमएसई लिंग श्रेणी MSE Gender : Male जीएसटीआईएन GSTIN: 10AAJCD0577H1ZX (B), (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): 01-Jul-2024	सेवा समाप्ति तिथि Service End Date : 30-Jun-2025

श्रेणी नाम Category Name : AMC/ CAMC of Solar Energy Power Plants	
बिलिंग चक्र Billing Cycle: quarterly	

विवरण Description	Number of Solar Panels	Lumpsum Cost for the CAMC of Solar Panel per month
Requirement of energy audit	No	
Cost of Spare Parts	Spare parts to be provided by service provider (inclusive in contract cost and spare parts should be of OEM or OEM authorized/equivalent only)	
Type of AMC	Comprehensive	
Cost of Consumable/Material	Consumables to be provided by service provider (inclusive in contract cost)	
Frequency of preventive maintenance	Monthly	
Status/Condition of Equipment/Machine/System (At the time of bid)	Functional but outside AMC and Warranty	
Working Days In A Week For Skilled		

Manpower	NA	1	13333.33
Type of Annual Maintenance Service Provider Required	OEM Authorized Service Provider		
Type of panel	Fixed		
Technology in solar power plant	Photo-Voltaic		
Working Days In A Week For Managerial/Supervisory Staff	NA		
Earthing	Single Earthing		
Working Days In A Week For Unskilled Manpower	NA		
Set-up of solar system	Roof		
Frequency of panel cleaning	Monthly		
Type of Solar system	On-Grid Solar System		
Number of Service months	12		
कुल राशि (सूत्र) Total Amount (Formula) : (Lumpsum Cost for the CAMC of Solar Panel per month*Number of Service months)			
ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)		159999.96	
कुल ऐडऑन मूल्य Total Addon Value(INR)		0	
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)		159999.96	
अतिरिक्त जानकारी Additional Details			
<ul style="list-style-type: none"> ● Capacity of Solar Panel : 75 ● Location of Deployment of Solar Plant : Roof Top ● Number Of Dedicated Managerial/Supervisory Staff Required : 1 ● Number Of Dedicated Skilled Manpower Required : 1 ● Number Of Dedicated Unskilled Manpower Required : 0 			
अनुबंध की राशि Amount of Contract			
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)		159999.96	
एसएलए विवरण SLA Details			
Service Level Agreement FOR COMPREHENSIVE/NON-COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF SOLAR ENERGY SOLAR POWER PLANTS			
<p>1. Preamble</p> <p>A. All Comprehensive/Non-Comprehensive Annual Maintenance of Solar Energy Power Plants Service Contracts placed through GeM shall be governed by the following set of Terms and Conditions:</p> <p>I. General terms and conditions for Goods and Services ("GTC").</p> <p>II. Service Specific Terms and Conditions ("STC") contained in this document</p> <p>III. BID / Reverse Auction specific Additional Terms and Conditions ("ATC") as specified by the Buyer</p> <p>B. The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service specific STC which supersede GTC, whenever there are any conflicting provisions.</p> <p>C. This document represents the Special Terms and Conditions (STC) and the 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.</p> <p>2. Objectives and Goal</p> <p>The objective of this document is to ensure that all the special terms and conditions are in place to ensure consistent delivery of services to the Buyer by the Service Provider. The goal of this document is to:</p> <ul style="list-style-type: none"> • Provide clear reference to service ownership, accountability, roles and responsibilities of both parties. • Present a clear, concise and measurable description of services offered to the Buyer. • Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified. • To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons. <p>This document will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same.</p> <p>3. Stakeholders</p> <p>The main stakeholders associated are:</p> <p>a. Buyer: The Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed as per the Contractual terms.</p> <p>b. Service Provider: The Service Provider is responsible to provide all the required services in a timely manner and to the satisfaction of Buyer or its authorized representative. The Service Provider may also include seller/ supplier/ bidder/ Contractor, any authorized agents, permitted assignees, successors and nominees as per the context and as described in the document.</p> <p>The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and deduction in case of non-adherence to the defined terms and conditions.</p> <p>4. Service Scope</p> <p>4.1 Introduction</p> <p>Comprehensive/Non-Comprehensive Annual Maintenance Contract of Solar Energy Power Plants is undertaken in order to utilize the maximum potential of the asset. Regular checking of parameters is required for the smooth operation of the Solar Energy Power Plant. All measures should be taken to operate the plant satisfactorily.</p> <p>4.2 Scope of Work</p> <p>i. Preventive / Routine Maintenance and Breakdown Maintenance and overhaul schedules of Solar Energy Power Plant.</p>			

- ii. Maintenance and repair of all Plant systems, equipment, components, etc., in accordance with the Contract, recommendations of OEM, and approved Maintenance Plan and Procedure so as to ensure long term safe and reliable maintenance of Plant and its equipment
- iii. Periodic maintenance of all civil, electrical and mechanical components
- iv. Responsibility to maintain Solar Energy Power Plant equipment in a healthy state all the time, to plan and undertake preventive maintenance of Solar Energy Power Plant at regular intervals and attend routine maintenance activity every day and other additional required duties mentioned in the bid
- v. Since it is important to adopt timely preventive maintenance schedules covering all vital areas and plants, the detailed Daily, Weekly, Monthly, Quarterly, Annually and Capital Maintenance Sheets should be maintained properly

5. Terms and Conditions

5.1 Buyer's Obligations

- i. The Buyer shall nominate a Nodal Officer/Engineer in-Charge from its organization to coordinate with the Service Provider to facilitate operation and maintenance of the Solar Energy Power Plant.
- ii. The Buyer shall provide access and adequate space to the authorized personnel of the Service Provider to work in the specified area.
- iii. Following finalization of the Contract, if required, the complete layout of site/location/building of Solar Energy Power Plant and complete diagram shall be provided to the Service Provider.
- iv. The Buyer must notify the Service Provider, as soon as possible after the Buyer becomes aware of following conditions -
 - a. For any problems, complaints, incidents or accidents that occur during the Contract including any form of inappropriate behaviour/ improper uniform by the personnel.
 - b. For any dishonest, wrongful or negligent acts or omissions of its personnel or agents in connection with the services
- v. The Buyer can issue instructions if required or necessary for the prompt and effective implementation of the services to officials, agents and representatives, of the Service Provider
- vi. 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"

5.2 Standard Service Provider Obligations

- i. The Service Provider shall ensure that the level of service provided is of the highest professional standard and shall ensure full compliance to the terms and conditions of the Contract.
- ii. A complaint escalation matrix is to be provided by Service Provider.
- iii. The Service Provider shall attend to emergency works in a time bound manner as specified by the Buyer. No extra payment will be made for working on odd hours for emergency works.
- iv. The Service Provider will be required to submit a list of the manpower being deployed with photo ID, address proof, police verification certificate and educational qualifications before deputing the workers. The Service Provider shall be solely responsible for the credentials/ acts of his staff/workers.
- v. The Service Provider shall provide at his own cost proper uniform and badges and photo identity cards to the manpower deployed.
- vi. In an event that, for any reason, the manpower provided changes their contact number during the tenure of the Contract then the Service Provider will immediately notify the Buyer of the above change.
- vii. The persons deployed by the Service Provider shall solely be the responsibility of the Service Provider and Buyers shall have no obligation for any sort of claims raised by the Service Provider's employees/personnel. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed in the Buyer's premises and shall be responsible to fulfil all obligations under applicable laws without any recourse to the Buyer.
- viii. The Service Provider shall be liable for ensuring compliance with the provisions of all applicable laws including but not limited to Labour Law [Central/State] and specially Workmen Compensation Act, EPF Laws, ESI Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act), Pollution Control Board and any other relevant acts as may become applicable during the tenure of the Contract. The onus of compliance to all the applicable Laws/Acts/Rules shall rest with the Service Provider only and the Buyer will not be liable in any manner.
- ix. The Service Provider shall cover all its personnel under the relevant laws of EPF, Labour, ESI etc. Proof of the same should be submitted by the Service Provider.
- x. The Service Provider shall be responsible for any type of statutory/mandatory claims or deduction in light of the default with reference to the above-mentioned Laws/Acts/ Rules.
- xi. The Service Provider shall cover its personnel for personal accident and death whilst performing the duty and the Buyer shall own no liability and obligation in this regard.
- xii. It is the responsibility of the Service Provider to disburse wages timely to all its deployed personnel. The Buyer has no responsibility in this regard.
- xiii. The Service Provider shall submit a copy of wages sheet showing monthly wages paid to all its deployed personnel from time to time or as required by Buyer.
- xiv. The Service Provider shall produce to the Buyer the details of payments of statutory benefits like bonus, leave, relief etc. to its personnel from time to time or as required by Buyer.
- xv. Attendance of man power shall be entered in attendance register on regular basis. The same shall be made available for verification to the Buyer/Buyer's authorized representative, as and when required.
- xvi. Tax deduction/collection at source for the Service Provider shall be governed by the prevailing rules.
- xvii. The Service Provider shall also provide at its own cost all benefits- statutory or otherwise, to all its deployed personnel and the Buyer shall not have any liability whatsoever on this account.
 - a. The Service Provider shall deploy manpower who are above eighteen years of age and are not above 65 years of age.
 - b. If required by the Buyer and wherever applicable, the Service Provider shall provide documentary proof for the qualifications and experience of the manpower deployed by them. The bio-data, qualification and experience of the said manpower should be certified by the Service Provider.
 - c. The personnel being deployed shall ordinarily be continued and should not be changed without written intimation and consultation with the Buyer. In case the manpower deputed by the Service Provider is found not suitable, the Service Provider shall replace such manpower without any additional cost to the Buyer, if directed by the Buyer. The Service Provider shall not deploy or shall discontinue deploying such person(s).
- xviii. The Service Provider shall get the police verification done for all its deployed personnel at site
- xix. The Service Provider shall ensure medical fitness of all its deployed personnel at site.
- xx. The Service Provider shall ensure adequate supervision to ensure correct performance of the services in accordance with the requirements agreed upon.
 - a. In an event that the Service Provider fails to deliver or fails to carry out tasks as per schedule due to the absence of personnel or any other reasons, the Service Provider at his own cost shall make an alternate arrangement by providing similar manpower for which Contract is entered into, without any extra charges. Failure to do so will evoke a deduction and the Buyer shall have the right to recover damages as per the provisions of the Contract.
 - b. The Service Provider shall be personally responsible for any theft, misconduct and/or disobedience on the part of personnel deployed by them.
- xxi. Duty hours of workman/supervisor for the job will be same as followed under the Industrial Act and as per instructions of the Buyer. However, the Workmen/Supervisors can be called upon at any time and they have to work on holidays/rest days also, if necessary, based on the demand of work.
- xxii. The Service Provider shall maintain registers and checklists for each activity and the work done by each of the personnel deployed and make available to the Buyer/ Buyer's representative for verification and endorsement, if required.
- xxiii. The Service Provider shall deploy adequate number of skilled, semi-skilled and unskilled workmen who are necessary for the proper and timely execution of the services. Excess manpower shall not be deployed without approval of the Buyer.
- xxiv. All safety accessories and measures as required for the execution of the work shall be provided to the workers by the Service Provider at their own cost.
- xxv. The Service Provider would always keep adequate number of equipment (in working conditions) at the site which is needed to ensure smooth function of this Contract covering the scope of work.
- xxvi. The Service Provider must provide required tools, equipment and safety gears based on applicable regulations/codes/guidelines.
- xxvii. The Service Provider shall depute adequate manpower to ensure round-the-clock operation and preventive/minor break-down/routine repair & maintenance work/ service as per details specified in the scope of work.
- xxviii. The Service Provider shall deploy the manpower as mentioned by the Buyer in the Contract.
- xxix. The Service Provider shall submit a monthly report and a comprehensive report after each preventive maintenance to Buyer/Buyer's authorized representative. The format of

the report shall be jointly agreed upon at the start of Contract between the Buyer and the Service Provider.

xxx. Deployed man power should be capable of taking up any repair & maintenance work of his area of the system independently. The Service Provider's supervisor shall ensure that his manpower is available at the site at all times.

xxxi. In case any loss is incurred by the Buyer owing to the negligence or mishandling by the deployed personnel of the Service Provider, the Service Provider shall be responsible to make good the losses suffered by the Buyer, subject to GTC provisions on limitation.

xxxii. Any damages caused by the Service Provider in existing facilities while carrying out the work shall be made good by the Service Provider to Buyer's entire satisfaction at their own risk and cost.

xxxiii. The Service Provider shall, at all times, make and keep sufficient copies of the Drawings, Specifications etc. which are required by them to fulfil their duties under the Contract.

xxxiv. The location for reporting shall be provided by the Buyer to the Service Provider.

xxxv. In case of hazardous nature of work, the Service Provider should provide appropriate manpower that has past experience of undertaking hazardous/similar nature of work.

xxxvi. The Service Provider shall provide prior information to the Buyer and obtain necessary approvals, for any hazardous material being brought to the site and Service Provider shall ensure safe and secure storage and usage of such material.

xxxvii. All electrical works will be done as per the latest Indian Electricity Act and other requirements of the Contract.

xxxviii. The Service Provider must leave work areas in a clean, tidy and safe condition at the end of each working period.

xxxix. No work may be carried out above the heads of people or over gangways or roads or near power cables unless all precautions have been taken to ensure the safety of the person below, and until permission is given by the Buyer/authority in charge

xl. The Service Provider should ensure that their personnel do not consume alcohol / do not smoke / do not take khaini/ any type of drugs in the Buyer's premises, the violation will attract suitable deduction.

xli. The Service Provider must ensure that their personnel do not report for duty in inebriated state. Any violation will attract suitable deduction on the Service Provider

xlii. The Service Provider is advised to visit and examine the work site and its surroundings and obtain for themselves all information that may be necessary for preparing the bid. The site visit shall be at the Service Provider's own expenses and the Buyer will be indemnified for any material/personnel loss of the Service Provider.

xliii. Facilities for Workmen

a. The Service Provider shall make his own arrangements for the engagement of all workmen, local or otherwise, and for their transport, housing, feeding and payment.

b. The Service Provider shall provide at the site adequate supply of drinking water, other water for use and other facilities to meet the statutory requirements.

c. If any illness of an epidemic/pandemic nature breaks out, the Service Provider shall comply with and carry out whatever regulations, orders and requirements are imposed by the Government or the local medical or sanitary authorities for the purpose of promptly dealing with and overcoming it.

d. The Service Provider shall, at all times, take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst the persons deployed for the works at site and for the preservation of peace and the protection of persons and property in the neighbourhood of the work.

e. The Service Provider shall ensure that the provisions of facilities for workmen clause are complied with by his sub-Service Providers/Contractors as well.

f. The Service Provider shall provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, wherever necessary or required by the Buyer or by any authority for the protection of the Works or for safety and convenience to the public or others, and take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods or repair.

xliv. All spare parts or consumables to be supplied by the Service Provider, if applicable, shall be properly wrapped and packaged so that they are preserved in original as new condition under the normal conditions of storage anticipated at site. All such spare parts/consumables shall be properly tagged and coded for proper identification so as to facilitate its intended usage. They shall be packaged separately and clearly marked as Spare Parts/Consumables and brought to the site in accordance with instructions/approval from the Buyer. Packing lists shall be maintained so that the parts can be handled without unpacking/uncrating.

xlv. The Service Provider shall clearly intimate, well in advance, any special storage/protection requirements for spare parts/consumables under their scope of supply

xlvi. In case spare parts/consumables are to be provided by Buyer, the Service Provider will maintain inventories and follow up with the Buyer/authorized representative of the Buyer, for regular supplies of such material. The Service Provider shall ensure that requests for spare parts/consumables are raised well in advance to ensure no downtime of machines and equipment's due to non-availability of spare parts/consumables.

xlvii. In case spare parts/consumables are to be provided by the Buyer, old and used spares/items shall be returned by the Service Provider to the Buyer immediately after completion of job/work.

xlviii. If the spare parts/consumables issued by the Buyer are found to be misused or wasted by the Service Provider, the Service Provider shall be liable to pay compensation as may be fixed by the Buyer.

xlix. The Service Provider shall comply with all statutory requirements, including but not limited to those as specified above and shall keep the Buyer harmless and indemnified for any action brought against it for any violation/non-compliance of any of the Acts, etc.

l. The Service Provider shall at all times ensure that the services being provided under this Contract/ Agreement are performed strictly in accordance with all applicable laws, orders, bye-laws, regulations, rules, standards, recommended practices etc, and no liability in this regard will be attached to the Buyer

li. Insurance: The Service Provider shall take an insurance policy for all the employees employed by them against accidents and injuries while at work as required by the relevant rules and agreement clause. It shall be the obligation of the Service Provider to pay compensation, if any to his workmen as per Workmen's Compensation Act and any statutory modification and also in respect of any damage or compensation payable in consequence of any accident or injury sustained by the workmen or other persons whether in the employment of Service Provider or not, if caused by the action of negligence on the part of the Service Provider. The Buyer will not share any responsibility or liability fully or partly on above. The decision of the Buyer in regard to fixing the responsibility for the accident will be final and binding. All costs on such insurance shall be deemed inclusive in price bid.

5.3 Service Specific Service Provider Obligations

i. The Service Provider must maintain all the records pertaining to any faults / failure / defect / breakdown / malfunctioning and replacement of any spare or consumables from the inventory

ii. Continuous monitoring of the performance of the Solar Energy Power Plant and regular/ predictive maintenance of the whole system which are necessary for extracting and maintaining the optimum energy output from the Solar Energy Power Plant.

iii. The Service Provider shall comply with the provision of all relevant acts of Central or State Governments including various Acts/Regulations pertaining to Labour, Electricity Act 2003, Grid Code, Metering Code, MNRE guide lines or any modification thereof or any other law relating thereto and rules made there under from time to time.

iv. The Service Provider will have to coordinate with authorized agency CTU/ STU/ SLDC and other agencies as per CERC/SERC for metering, data collection and its transmission and communication

v. There should be suitable provision for guarantee of minimum generation /Capacity Utilization Factor (CUF), as specified by the Buyer. If the Service Provider fails to achieve the above minimum Guaranteed Generation/CUF at the metering point, applicable deduction will be levied.

vi. During the Contract period, the Service Providers need to maintain 90 %uptime of the Plant to achieve the proposed CUF at the end of each year. Any routine repair, replacement, overhauling, etc. are to be performed during night times so that no generation loss will be there in daytime

vii. Monitoring the performance of the Solar Energy Power Plant and regular maintenance of the whole system including Modules, PCU's, transformers, overhead line, outdoor/indoor panels/ kiosks etc. are necessary for extracting and maintaining the maximum energy output from the Solar Energy Power Plant

viii. Particular care shall be taken for outdoor equipment to prevent corrosion during CAMC period

ix. Cleaning of the panels, junction boxes etc shall also be carried out regularly during CAMC period

x. Trouble-shooting and Updation of SCADA system if required and as instructed by the Buyer

5.4 Safeguarding of proprietary and confidential information

i. 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.

ii. 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.

iii. Ownership and retention of Documents: Buyer shall own the documents, 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 documents provided by or originating from Buyer and all 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.

5.5 Independent Contractors

The relationship between Buyer and Service Provider under this Contract is that of principal to principal basis and neither party shall have the power or authority to bind or obligate the other party except as expressly set forth in this Contract. Therefore, Service Provider nor the personnel of the Service Provider shall become the employee of the Buyer under this Contract. The Buyer shall also not be liable to the Service Provider nor its personnel, beyond the scope and the fees as mentioned in the STC. For the sake of clarity it is stated that Buyer shall not be responsible for any claim such as salary or allowances, bonus, compensation, damages or anything arising out of their employment/duty under this STC. The Service Provider shall make them known about this position in writing before deploying the personnel to the Buyer site. The Buyer shall in no way be responsible for the violation of any laws from the time being in force, either by the Service Provider or its employees.

6. SLA Deductions

S.No	Description of default	Deduction/Liquidated Damage
1.	Delay in commencement of work	Every week of delay from the schedule date of commencement of work will attract a deduction of 0.1% of total Contract value
2.	Delay in mobilization of resource	Every week of delay from the schedule date of commencement of work will attract a deduction of 0.1% of total Contract value
	Non resolution of complaints	If complaint is resolved within the agreed timelines of Contract – No deduction If complaint is not resolved within the agreed timelines of Contract – Deduction of INR 1,000 for per hour of delay or as stipulated by Buyer
4.	Failure of achievement of minimum Guaranteed Generation/Capacity Utilization Factor (CUF)	1 st Instance – Deduction of 0.05% of the Contract value or as defined by the Buyer 2 nd Instance –Deduction of 0.1% of the Contract value or as defined by the Buyer 3 rd Instance onwards – Deduction of 0.2% of the Contract value or as defined by the Buyer
5.	If an employee of the Service Provider is found responsible for misconduct/disobedience or has misbehaved in any manner or resorted to any violent behaviour etc. with the employees of Buyer organisation or other employees of Service Provider	1 st Instance – Deduction of 0.05% of the Contract value and replacement of resource 2 nd Instance – Deduction of 0.1% of the Contract value and replacement of resource 3 rd Instance onwards – Deduction of 0.2% of the Contract value and replacement of resource The Buyer can take further action as deemed fit by competent authority at Buyer's end.
6.	Consumables/spare parts supplied for use during the Contract are not as per specification (if applicable)	Apart from immediate replacement of such consumables/spare parts following deduction: 1 st Instance – Deduction of 0.5% of the Contract value 2 nd Instance – Deduction of 1% of the Contract value 3 rd Instance onwards – Deduction of 2% of the Contract value
7.	Downtime of Solar Energy Power Plant due to the fault attributable to the Service Provider	Deduction and downtime as defined by the Buyer
8.	If the employee/manpower of the Service Provider is absent or takes leave for more than two (2) days without informing or taking prior approval of the Buyer	Substitute within two (2) days failing which, deduction of 0.1 % per day of the Contract value of the absent resources up to fifteen (15) days. Beyond fifteen (15) days, deduction of 0.5% per day of the Contract value In addition to applicable legal deduction, the following will be applicable
9.	Violation of applicable Safety, Health & Environment related guidelines/norms by Service Provider or its employees/ labours/ sub-Contractors	1 st Instance – Deduction of 0.5% of the Contract value 2 nd Instance – Deduction of 1% of the Contract value 3 rd Instance onwards – Deduction of 2% of the Contract value
10.	If cumulative deduction reaches 10% of the Contract value	Termination of Contract as per the discretion of the Buyer

7. Payment Schedule

- The Payment Procedure shall be as specified in the General Terms and Conditions of GeM and the Payment Schedule will be as defined by the Buyer.
- The payment will be made to the Service Provider as defined by the Buyer on submission of the bill by the Service Provider and after deducting deduction amount, if any.

8. Formulae Used

Total Price = A*B

Where,

A = Price Quoted by the service provider (to be quoted by the service provider on per month basis)

B = Duration for which Comprehensive/Non-Comprehensive Annual Maintenance Service is required (To be mentioned by the buyer in months)

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

1. Any other document or certifications to be provided by service providers : The College reserves the right to cancel the bid at any time without assigning any reason whatsoever.
2. Scope of Work as per buyer's requirement : [click here](#)

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

1. Public Or Private Limited Company Should Be Registered Under The Companies Act, 1956 : [click here](#)
2. 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

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

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