

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687766593207

अनुबंध तिथि | Contract Generated Date : 19-Sep-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/5286639](#)

<b>संगठन विवरण   Organisation Details</b> प्ररूप   Type : Statutory bodies मंत्रालय   Ministry : Ministry of Women and Child Development विभाग   Department : NA संगठन का नाम   Organisation Name : Central Adoption Resource Authority (CARA) New Delhi कार्यालय क्षेत्र   Office Zone: Head Office		<b>खरीदार विवरण   Buyer Details</b> पद   Designation : Assistant Director संपर्क नंबर   Contact No. : 011-26760442-442 ईमेल आईडी   Email ID : geddam.ravi.cara@gov.in जीएसटीआईएन   GSTIN : - पता   Address : West Block 8, First Floor, Wing II, RK Puram, SOUTH DELHI, DELHI-110066, India	
<b>वित्तीय स्वीकृति विवरण   Financial Approval Detail</b> आईएफडी सहमति   IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval: CEO वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : CEO		<b>भुगतान प्राधिकरण विवरण   Paying Authority Details</b> Role: PAO भुगतान का तरीका   Payment Mode: Offline पद   Designation : Joint Director ईमेल आईडी   Email ID : j.pati@nic.in जीएसटीआईएन   GSTIN : N पता   Address: West Block 8, First Floor, Wing II, RK Puram, SOUTH DELHI, DELHI-110066, India	
<b>प्रेषिती विवरण   Consignee Details</b>			
क्र.सं.   S.No	प्रेषिती नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description	
1	संपर्क   Contact : 011-26760442-442 ईमेल आईडी   Email ID : geddam.ravi.cara@gov.in जीएसटीआईएन   GSTIN : - पता   Address : West Block 8, First Floor, Wing II, RK Puram, SOUTH DELHI, DELHI-110066, India	Operation and Maintenance Services of Power Generator(DG-Set) - Package 3 - O&M Service with operational and comprehensive maintenance; 2; Upto 500 hours	
<b>सेवा प्रदाता विवरण   Service Provider Details</b> जेम विक्रेता आईडी   GeM Seller ID : VDYE210004139559 कंपनी का नाम   Company Name : VISHAL POWER SOLUTION संपर्क नंबर   Contact No. : 09958604484 ईमेल आईडी   Email ID : vishalpowersolution@gmail.com पता   Address : KH NO.69/5 H NO.35 GROUND FLOOR,STREET NO.6 BLOCK-B,ANAND PUR DHAM,VILLAGE KARALA, North West delhi, DELHI-110081, - एमएसएमई सत्यापित   MSME verified : Yes एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-DL-06-0017968 एमएसई सामाजिक श्रेणी   MSE Social Category : General एमएसई लिंग श्रेणी   MSE Gender : Male जीएसटीआईएन   GSTIN: 07CEQPS2963J1ZQ (R)			
*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा   GST / Tax invoice to be raised in the name of - Consignee			
<b>सेवा विवरण   Service Details</b>			
सेवा प्रारंभ दिनांक (नवीनतम)   Service Start Date (latest by): 01-Oct-2024		सेवा समाप्ति तिथि   Service End Date : 30-Sep-2025	
श्रेणी नाम   Category Name : Operation and Maintenance Services of Power Generator(DG-Set)			
बिलिंग चक्र   Billing Cycle: quarterly			
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	2	295000
Number of the DG Set at a given location/site/building	2		
Average running hours of DG-SET in per annum	Upto 500 hours		
Frequency of visit for preventive maintenance by maintenance engineer	Quarterly		
Designation of Dedicated Manpowers provided	Electrician/operator		
Number of Dedicated electrician/operator	1		
Duty hours for dedicated manpower provided	12 hrs/day		
Working Days in a Week	5 Days		
कुल राशि (सूत्र)   Total Amount (Formula) : (Price per package*Number of Packages during Contract Period)			

एडऑन के बिना कुल मूल्य   Total Value without Addons(INR)	590000
कुल एडऑन मूल्य   Total Addon Value(INR)	0
एडऑन सहित कुल मूल्य   Total Value Including Addons(INR)	590000
<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)	590000
<b>एसएलए विवरण   SLA Details</b>	
<p style="text-align: center;"><u>Special Terms and Conditions</u></p> <p style="text-align: center;"><u>for</u></p> <p style="text-align: center;"><u>Operation and Maintenance Services of Power Generator(DG-Set)</u></p>	
<p><b>1. Agreement Overview</b></p> <p>This Agreement represents a Special Terms and Conditions (STC) and Service Level Agreement (SLA) between the Buyer and Service provider. The purpose of this agreement is to facilitate rendering of Operation and Maintenance of Power Generator(DG-Set) Service from the Buyer's premises or any other premises designated by buyer. This Agreement outlines the scope of work, obligations of both Buyer and Service Provider, special terms and conditions related to service delivery and payment of services for mutual understanding of the stakeholders. The Agreement remains valid till completion of scope of services or end of contractual duration (whichever is earlier) unless either superseded by a revised agreement mutually endorsed by the stakeholders or terminated by either of the parties thereof.</p> <p>The Services contracts placed through GeM shall be governed by following set of Terms and Conditions:</p> <ol style="list-style-type: none"> <li>General terms and conditions for Services;</li> <li>Service Specific STC of the Services contracts shall include the service level agreement (SLA) for the service;</li> <li>BID / Reverse Auction specific ATC.</li> </ol> <p>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. The above set of terms and conditions along with scope of work and service level agreement as enumerated in the document shall be construed to be part of the Contract between Buyer and Service Provider.</p> <p><b>2. Objectives and Goals</b></p> <p>The objective of this agreement is to ensure that all the commitments and obligations are in place to ensure consistent delivery of services to buyer by service provider. The goals of this agreement are to:</p> <ol style="list-style-type: none"> <li>Provide clear reference to service ownership, accountability, roles and responsibilities of both parties.</li> <li>Present a clear, concise and measurable description of services offered to the buyer.</li> <li>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.</li> <li>To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons.</li> </ol> <p>The agreement 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. The agreement can also be revised/ modified on mutual consent of the stakeholders.</p> <p><b>3. Parties to Agreement</b></p> <p>The main stakeholders associated with this agreement are below-</p> <ol style="list-style-type: none"> <li><b>Buyer:</b> Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed</li> <li><b>Service Provider:</b> Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, assignees, successors and nominees as described in the agreement.</li> </ol> <p>The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level/ deductions in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders have read and understood the same before signing the document.</p> <p><b>4. Scope of Services</b></p> <ul style="list-style-type: none"> <li>The Scope of O&amp;M service of power generator/DG-SET consist of two parts viz General Scope and Contract Specific Scope.</li> <li>General Scope :</li> </ul> <p>The General Service scope is depends on the selection of service package given below:</p> <ul style="list-style-type: none"> <li><b>Package 1 - O&amp;M Services with operational and maintenance</b></li> </ul> <p><b>Inclusive in the scope –</b></p> <ol style="list-style-type: none"> <li>Providing experienced and trained labour /manpower for maintenance</li> <li>Unlimited breakdown visits</li> <li>Scheduled preventive maintenance as per manufacturer recommended schedule.</li> </ol> <p><b>Not inclusive in the scope (i.e. to be provided by buyer) –</b></p> <ol style="list-style-type: none"> <li>All consumables and parts required for preventive maintenance as per manufacture recommended schedule.</li> <li>All major Spare parts which are not covered for preventive maintenance as per manufacture recommended schedule.</li> </ol> <ul style="list-style-type: none"> <li><b>Package 2 - O&amp;M Services with operational and Semi-comprehensive maintenance</b></li> </ul> <p><b>Inclusive in the scope –</b></p> <ol style="list-style-type: none"> <li>Providing experienced and trained labour /manpower for maintenance</li> <li>All consumables and unlimited breakdown visit</li> <li>Scheduled preventive maintenance as per manufacture recommended schedule.</li> <li>All consumables and parts required for preventive maintenance as per manufacture recommended schedule.</li> </ol> <p><b>Not inclusive in the scope (i.e. to be provided by buyer) –</b></p>	

1. All major Spare parts which are not covered for preventive maintenance as per manufacture recommended schedule.
2. Fuel

● **Package 3 - O&M Services with operational and comprehensive maintenance**

**Inclusive in the scope –**

1. Providing experienced and trained labour /manpower for maintenance.
2. All spare parts and unlimited breakdown visit.
3. Scheduled preventive maintenance as per manufacture recommended schedule.
4. All consumables and parts required for preventive maintenance as per manufacture recommended schedule.
5. 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) –**

1. 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.**

**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).

## 5. Terms and Conditions

### 5.1 Buyers Obligations

- 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.
- The buyer shall provide adequate space and access to the authorized personnel of the Service Provider to work in the specified area.
- 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).
- 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.
- 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.
- 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.
- **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**
- **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."

### 5.2 Service Provider Obligations

- 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.
- 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.
- To maintain full equipments throughout the contract period as applicable.
- 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.
- As and when required the service provider shall report to representative/officer/engineer in charge designated by buyer about performance of equipment.
- The service provider should undertake to arrange genuine spares of the full equipment and when required within two working days as applicable.
- Sufficient stock of minor spares or accessories should be kept by service provider if applicable.
- 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.
- 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.
- 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.
- Regularly Checking and repairing the leakage of fuel, lubricating oil and coolant.
- Cleaning and changing of air filters as per requirement.
- Checking and repairing of Accessories drive, Turbocharger and crankshaft endplay whenever required.
- Checking of alignment and alignment of engine and Alternator as per requirement.
- Checking of throttle control & its setting.
- checking of instrument panel as and when required.
- Repair and Maintenance of relays including contactors in control panel of power generator.
- Checking of battery terminal and de-sulphation.

- o Diagnosis of faults in engine and Alternator and its rectification.
- o 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:
  - Checks lube oil level and conditioning of lube oil, top up/refill required.
  - The oil filters shall be replaced whenever oil is changed.
  - The air filters shall be cleaned periodically with compressed air, check batteries and top up the distilled water periodically/and if required.
  - 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.
  - Coolant level and conditioning of coolant shall be checked and refilled if required.
  - Check fan and alternator drive belts and tightened if required.
  - Check the cable connections at starter battery, dynamo/alternator and control panel.
  - Check electrolyte level in the battery.
  - The Governor shall be checked and tuned for proper functioning.
  - Check for leaks if any and shall be rectified
  - 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.

### 5.3 Other Terms & Conditions (If Applicable)

- o The operator/electrician provided by the Service Provider, should possess the requisite & valid electrical License, for running D.G Set/Power Generator.
- o Rates are to be quoted for the each location/site/building. i.e. per location basis
- o 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.**
- o **The equipment under O&M service shall be in running and working condition at time of commencement of the O&M service contract.**
- o 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.**
- o 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.
- o 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.
- o 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.
- o Working hours on all working days shall be prevailing normal office hours of that area or as specified by buyer.
- o 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.
- o 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.
- o 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.
- o The Buyer shall inform the Service Provider if any dedicated manpower is absent .The Service Provider shall provide alternate within 2 hours as applicable.
- o 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.
- o 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.
- o 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.
- o 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.
- o First Aid Box shall be arranged by the Service Provider at site of work at their cost.
- o 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.
- o 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.
- o The service provider should arrange genuine spares of the diesel engine, alternator and panels as and when required within two working days.
- o The change of any spare parts to be carried after giving written communication.
- o 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.
- o The electrical fitment change shall also follow the same process.
- o 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.
- o The Service provider shall visit monthly/bi-monthly/quarterly for checking of electrical side viz., Alternator, AMF controls Panel, and other electrical equipments/switches.
- o 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.
- o Down time for minor/major repair shall not exceed 2 hours in a month.
- o 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.
- o 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.

## 6. Payment Terms and Conditions

6.1 Payment shall be made once the Service Provider submits the invoice online on GeM alongwith other relevant documents and after generation of Service Delivery Acceptance Certificate (SDAC) by consignee for the submitted invoice.

6.2 All deductions (if applicable) will be accounted/deducted during SDAC generation before making the payments. Payment will be made through bank transfer only and in no circumstance cash/ cheque payment will be made.

## 7. Deductions / LD

- In case of non-compliance of service obligation, deduction per default will be imposed as per SLA. The contract will be liable to be cancelled for repeated default .
- If Buyer is not satisfied regarding the genuineness of delay for progress and/or completion of the work, then it may impose deduction upon the contractor at 0.5% per day of delay value of work lying unfinished subject to a maximum 5% of the agreement amount.
- Deduction 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.
- 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.
- 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:
- 
- If the service provider fails to deliver any services within the period(s) specified in the contract etc.
- If the service provider fails to perform as per the performance standards etc.
- If service provider, in the judgment of the buyer has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

## 8. Amendment to contract

During service delivery period some conditions may occur when the Buyer and/ or Service Provider may require to amend the Contract, some of such conditions may be as followed-

**8.1 Amendment of the Contract after event of Force Majeure:** A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrongdoing, predictable/seasonal rain and any other events specifically excluded in the clause).In case of occurrence of such event which has affected either party directly to perform the agreed services, the contract can be amended. However, cause, evidence and nature of such effect shall be notified to the other party.

**8.2 Amendment in statutory variations:** All statutory variations leading to increase in the cost of the contract will be debited to the buyer accounts.

## 9. Termination of contract

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

**9.1 Mutual consent:** The contract may be terminated based on mutual consent in case the services are no longer required. Termination based on mutual consent will not attract any deductions or shall not be liable for any extra payments other than payment of invoices raised till the time of termination including notice period.

**9.2 Breach of contractual obligations:** 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.

**9.3 Breach of SLAs:** The contract may also be terminated by the Buyer if the cumulative deductions rise to 10% of the contract value.

However, termination of this Contract shall not affect any accrued rights or remedies of either party.

## 10. Service Formula

Payment calculation would be as below:

Total Cost = Price per Package \* Number of Packages during Contract Period

\*\*\*\*\*End of Document\*\*\*\*\*

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 :	State Bank of India
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%):	5.00
बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा   The bidder shall furnish ePBG as applicable as per bid's terms and conditions	

## 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 Service & Support:

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

## 2.3 Certificates:

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

## 2.4 Buyer Added Bid Specific ATC:

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

## 2.5 Swachh Bharat Mission(SBM):

Scoping for AMC of STP

### a.The shift operators shall

- 1.Attend duty in the stipulated time and allotted shift and Operate , Maintain the Plant equipment's (STP) by following the Work Instructions and Safety Guidelines .
  - 2.Check the Raw Sewage Pumps, Sludge Recirculation Pumps, Aerators(fixed/surface), Pre Final Treated Water pumps, Final Treated Water Pumps, Air blower and Electrical panel, Pressure sand filter, tank, etc. for healthiness and record in the daily log book. Record the Flow meter readings.
  - 3.Periodic cleaning of Bar Screen Chamber from accumulation of solid debris flowing towards Equalization Tank.
  - 4.Periodically Collect the Sample of Sewage from the Surface aerator tank and shall be transferred to Imhoff cone for measuring MLSS/MLVSS content and based on the result necessary adjustment shall be carried out for healthy operation of the plant.
  - 5.Prepare Sodium Hypochlorite solution as per the instruction and adjust the flow for disinfecting the treated sewage.
  - 6.Keep the Plant surroundings neat and clean by way of cleaning the spillages, overflows, clogging etc.
  - 7.Check the 'Return Sludge' as applicable.
  - 8.Any other activity required on SOS basis.
- Caution : (i) *The operator should not enter any confined space without checking the level of oxygen in indoor air.*  
(ii) *Compliance to regulatory norms as prescribed by concern SPCB/PCC is one of the basic condition of Contract and non-negotiable.*

### b.The Contractor or his technical representative Shall

- 1.Visit the STP "ONCE IN A WEEK" and shall observe and report the healthiness of the plant to the Client/Site Incharge. He shall put his signature in the attendance register maintained at the plant during each visit to the plant and report to the concerned engineer.
  - 2.He/She shall be responsible for the general administration works for the operators deputed for the work.
  - 3.He/She shall be responsible for preparing and submitting the monthly invoices, entry pass of operators, Sunday and holiday entry passes, Attendance upkeep, coordination with HR department and liaison during visit of state government officials for verification of documents.
  - 4.He/She shall be responsible for providing necessary guidelines for the operator regarding safety, health and environmental matters and create general awareness about company disciplines.
  - 5.He/She shall be responsible for all official correspondences with Client/Site Incharge.
  - 6.He/She shall be responsible for any failure of the operators in following the company disciplines and standing orders.
  - 7.Any other activity required on SOS basis.
- The contractor shall follow the labour laws in engaging the man power and ensure that the operators are given weekly off also to depute Operator if the Shift Operator / General shift operator is on leave / absent / compensatory off.

## 2.6 Swachh Bharat Mission(SBM):

Primary and Secondary Clarifiers with scraping mechanism

The shift operator shall

- 1.Check for the condensate accumulation in scraper drive and remove it frequently.
- 2.Lubricate primary and secondary reducers and the main gear and bearing on regular basis.
- 3.Check all oil levels weekly and should also drain and replace the main gear oil every 6 months.
- 4.Check to ensure that the torque control is functioning properly.
- 5.Lubricate all types of primary and secondary reducers, bearings and seals on regular basis and replace when necessary.

## 2.7 Swachh Bharat Mission(SBM):

Sewage Pump

The shift operator shall

- 1.Watch for signs of leaks, rust, or general wear and tear.
  - 2.Listen odd noises carefully during pump cycles and accordingly take action for repair and maintenance.
  - 3.Clean the accessible parts on daily basis.
  - 4.Check the lubrication of the pump.
  - 5.Check for signs of overheating, corrosion, or other forms of wear and tear.
  - 6.Avoid to keep the loose wire during pump operation.
  - 7.Replacing worn-out components, like seals, gaskets, or the motor itself.
  - 8.Keep the spare parts and essential tools in store ready for any time requirement.
- Caution : *The operator should not enter Sewage Pump House checking the level of oxygen in indoor air.*

## 2.8 Swachh Bharat Mission(SBM):

Sludge Pump

The shift operator shall

- 1.Check for leaks in the pump's exterior.
- 2.Inspect the power cable for any damage.
- 3.Listen if there are any strange noises or vibrations.
- 4.Make sure the pump is properly ventilated.
- 5.Keep the pump and nearby area clean to avoid debris.
- 6.Inspect shaft pump alignment.
- 7.Check the wear rings.
- 8.Check the bearings' temperature.
- 9.Perform a complete disassembly and inspection of the pump.
- 10.Replace worn or damaged parts.
- 11.Check if the pump's operation is proper.

12. Inspect the impeller.

Caution : *The operator should not enter Sludge Pump House checking the level of oxygen in indoor air.*

**2.9 Generic:**

Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

**2.10 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.

**2.11 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

**CENTRAL ADOPTION RESOURCE AUTHORITY**

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.

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

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