अनुबंध|Contract



अनुबंध क्रमांक | Contract No: GEMC-511687764815946 अनुबंध तिथि | Contract Generated Date : 23-Sep-2025

बोली/आरए/पीबीपी संख्या|Bid/RA/PBP No.: <u>GEM/2025/B/6380176</u>

संगठन विवरण|Organisation Details

प्ररूप|Type : Central Government

मंत्रालय|Ministry : Ministry of Chemicals and Fertilizers

विभाग|Department : Department of Fertilizers संगठन का नाम|Organisation Name : Talcher Fertilizers Limited

कार्यालय क्षेत्र|Office Zone: Noida

खरीदार विवरण|Buyer Details

पद|Designation : Sr Officer संपर्क नंबर|Contact No. : 06760-261260-

ईमेल आईडी|Email ID : buycon4.tfl.up@gembuyer.in

जीएसटीआईएन|GSTIN: 21AAFCT8667A1ZH

Talcher Fertilizers Limited, FCI Administrative Building, पता|Address : Talcher, Post: Vikrampur, Dist. Angul, Odisha-759106,

Angul, ODISHA-759106, India

वित्तीय स्वीकृति विवरण | Financial Approval Detail

आईएफडी सहमति]IFD Concurrence : No

प्रशासनिक अनुमोदन का पदनाम|

Designation of Administrative Approval:

Administrative Approval:

COO (UPSTREAM)

Designation of Financial Approval :

वित्तीय अनुमोदन का पदनाम|

Role: PAO

भुगतान का तरीका|

Payment Mode:

पता|Address:

Offline

भुगतान प्राधिकरण विवरण | Paying Authority Details

पद|Designation : AM FInance

ईमेल आईडी|Email ID : pao12.tfl.or@gembuyer.in

जीएसटीआईएन|GSTIN : 21AAFCT8667A1ZH

Talcher Fertilizers Limited, FCI Administrative Building, Talcher, Post: Vikrampur, Dist. Angul, Odisha-759106,

Angul, ODISHA-759106, India

परेषिती विवरण|Consignee Details

क्र.सं. S.No	परेषिती नाम & पता Consignee Name & Address	सेवा विवरण Service Description
1	संपर्क Contact: 95878-20087- ईमेल आईडी Email ID: buycon25.tfl.or@gembuyer.in जीएसटीआईएन GSTIN: 21AAFCT8667A1ZH पता Address: Talcher Fertilizers Limited, FCI Administrative Building, Talcher, Post: Vikrampur, Dist. Angul, Odisha-759106, Angul, ODISHA-759106, India	Leasing Service of DG-Set

सेवा प्रदाता विवरण|Service Provider Details

जेम विक्रेता आईडी|GeM Seller ID : FVY7220006658223

कंपनी का नाम|Company Name : MAA HINGULA CONSTRUCTION

संपर्क नंबर|Contact No.: 09937391568

ईमेल आईडी|Email ID : maahingulaconst@gmail.com

पता| Address : MANGALPUR,KUSPANGA,MERAMANDALI,
Dhenkanal, ODISHA-759121, -

एमएसएमई पंजीकरण संख्या|MSME Registration number : UDYAM-OD-09-0004116 जीएसटीआईएन|GSTIN: 21AMTPB9615R4ZD (R)

खरीदार द्वारा सत्यापित एमएसएमई स्थिति | MSME Status as

verified by buyer :

Not Verified

एमएसई सामाजिक श्रेणी|MSE Social Category : एमएसई लिंग श्रेणी|MSE Gender : OBC Male

*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): 24-Sep-2025

सेवा समाप्ति तिथि| Service End Date : 23-Sep-2026

श्रेणी नाम|Category Name : Leasing Service of DG-Set

बिलिंग चक्र|Billing Cycle: monthly

विवरण Description			Price Per Package
Type of Lease	Wet Lease (With Fuel)		
Lease Period (in months)	12		
Condition of the DG Set	New		
Age of the DG Set since Procurement	Less than 5 Years		
Age of the DG Set in running hours	Less than 5000 Hours		
Types of Packages	224 Hour per annum		
Floor / Basement Number	Ground floor 0		
DG Set Rating	125 KVA		

Voltage Rating	415 Volt + 10%	1	59804.57			
Output Voltage	Three Phase 415 VAC, 50 Hz					
Voltage Regulation Class	VG3					
Specific Fuel Consumption (gm/kWh)	265 gm/kwh(Maximum)					
Duty hours for technical manpower/operator	Not Applicable					
Working Days in a Week	7 days					
Time Period required for Installation(Days)	10					
Length of inter-connecting of the exahust pipe/stack and Dg-set exhaust/silencer covered under the scope of service	Upto 10 Meter					
कुल राशि (सूत्र) Total Amount (Formula) : (Price Per Package*Number of DG SET*Contract Period/30)						
ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)			727622.27			
कुल एडऑन मूल्य Total Addon Value(INR)	0					
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)	727622.27					
अनुबंध की राशि Amount of Contract						
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)			7622.27			
मूल्य विभाजन की पेशकश की Price Break up offered : <u>प्राइज़ ब्रेक अप ऑफ़र किए गए दस्तावेज़ लिक Price Break up offered Document link</u>						
एसएलए विवरण SLA Details						

SERVICE LEVEL AGREEMENT (SLA) and SPECIAL TERMS AND CONDITIONS (STC) FOR LEASING SERVICE OF DG-SET/POWER GENERATOR

- 1. Preamble
- 1.1 All Leasing Service of DG Set/Power Generator/Power Generator contracts placed through GeM shall be governed by following set of Terms and Conditions:
- 1.1.1 General terms and conditions for Goods and Services;
- 1.1.2 Service STC and SLA contained in this document;
- 1.1.3 BID / Reverse Auction specific ATC.
 - 1. The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service SLA and STC which supersede GTC, in case of any conflicting provisions.
 - 2. The above set of conditions along with Scope of supply including price as enumerated in the Contract Document shall be construed to be part of the contract.
 - 3. This document represents a Service Level Agreement ("SLA") governing the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work, Stakeholder's obligation and terms and conditions of all services covered as mutually understood by the stakeholders.
 - 2. Stakeholders

The main stakeholders associated with this SLA are:

- 1. Service Provider
- 2. Buyer
- 3. Payment Authority

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the SLA.

- ${\it 3. Service Scope, Seller's Obligation, Buyer's Obligation And Special Terms \& Conditions}\\$
- Service Scope
- The purpose of this agreement is to facilitate DG Set/Power Generator/Power generator Leasing Service. The Service Provider would provide the required equipment and technical manpower/operator for the specified period as per the requirements of the buyer.
- Location of DG Set/Power Generator where it is to be installed
- 1. Basement
- 2. Ground Floor
- 3. Rooftop

Type of Lease:

- 1. Wet Lease(with Fuel)
- 2. Dry Lease (Without Fuel)
- Lease Period Time: 12, 24, 36, 48, 60 Month

- There are following types packages are covered in this services(Buyer may select any one as per their requirements).
- 1. Package 1(30 running hours per month).
- 2. Package 2(60 running hours per month)
- 3. Package 3(90 running hours per month)
- 4. Package 4(120 running hours per month)
- 5. Package 5(100 kWh per month)
- 6. Package 6(200 kWh per month)
- 7. Package 7(300 kWh per month)
- 8. Package 8(500 kWh per month)
- There are following Types Duty hours for technical manpower/operator defined in this Services:
- 8 hrs/day
- 10 hrs/day
- 12 hrs/day
- 24 hrs/day

Buyer's Obligations

- 1. Buyer shall nominate a Nodal officer from its organization to coordinate with Service Provider to facilitate installation/commissioning of the DG Set/Power Generator.
 - 2. The buyer shall provide adequate space and access to the authorized personnel of the Service Provider to work in the specified area
 - 3.The Buyer Department will provide a hard/soft copy indicating the General layout/drawing of the designated place, position (level from the ground) and address where the DG Set/Power Generator has to be deployed.
 - 4. All the wiring up to distribution board/changeover switches shall be responsibility of buyer. The distribution board/changeover switches shall be responsibility of the Buyer. The distribution boards/ changeover switches shall be located in closed vicinity within 30 minutes of the site/ designated place where the DG Sets/ power generator is required to be installed.
 - 5. Buyers shall ensure availability of suitable platform/earthing etc. involving civil work at his/her own cost.
 - 6.In case running of the DG set/Power generator beyond the applicable working hours/Duty hours, permission for the same in writing shall be provided.
 - 7. Suitable exhaust pipe/stack to comply with requirements of GSR 489 (E) dated 09.07.2002 / latest amendments of Environmental Protection Act, 1986, shall also be provided in case of contract without add-on item/service of exhaust piping.
 - 8. 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 quidelines 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."

Service Provider's Obligations

The scope of work of the Service Provider shall include the following:

- 1. The Service Provider shall not transfer or assign or sublet any part of the service once agreed or any share or interest here in any manner or degree directly or indirectly to any person, firm or corporation whatsoever.
- 2. To supply DG Set/Power Generator of Specified Rating (KVA), Specified Phase of Specified make voltage with all the essential accessories, instruments etc. and install the same at the designated place (at the roof top / basement) on buver's premises at its own cost.
- 3. To supply, install and connect with the DG Set/Power Generator, an exhaust pipe of appropriate specification at its own cost, so as to ensure minimal decibels of noise, which must be compliant with all the applicable norms stipulated by any concerned regulatory authority/ Government department.
- 4. The service provider is responsible for transportation, loading & unloading of the DG Set/Power Generator/Power generators along with accessories/exhaust pipe etc. and installation of the same at the designated place.
- $5. \ \ Repairing of any damage to the underlying property during loading, unloading, lifting, installation etc. of the DG Set/Power Generator/Power Generator.$
- 6. To obtain on behalf of the buyer, all approval(s) or permission(s) as may be required to be obtained from any regulatory authority/ Government department for the installing and operating the DG Set/Power Generator/power Generator. However, the requisite fees, if any, payable to the authorities at the prescribed rates for obtaining such approvals/ permissions will be reimbursed to the Contractor by the buyer against furnishing proper proof of payment.
- 7. To complete the installation work and make the DG Set/Power Generator/Power generator functional within the specified period from the date of signing of the Contract.
- 8. To operate and maintain the DG Set/Power Generator in good running condition post-installation at all times during the Contract validity period, so as to ensure that the Buyer is able to avail uninterrupted power back up of specified KVA, specified phase, at all times during power supply failure. (In case of any major break-down of the DG Set/Power Generator requiring substantial repairing time, alternative interim arrangements shall be made by the Contractor within 24 hr by providing a substitute DG Set/Power Generator of identical capacity at its own cost.
- 9. To procure and make available at its own cost, all the essential lubricant oils, filters, belts, hoses, other spare parts etc., as may be required from time to time for the running and maintenance of the DG Set/Power Generator.
- 10. To deploy at its cost, well trained mechanic from time to time, on need basis, for carrying out periodic service and for rectifying any defects in the DG Set/Power Generator, as may be required.
- 11. To deploy at its cost, well trained personnel/operator to remain available during the duty hours for operating the DG Set/Power Generator.
- 12. Compliance with the applicable labor laws shall be the sole responsibility of the Contractor. The buyer shall not be deemed to be the employer or the principal employer of the personnel deployed by the Contractor for executing the work on its behalf.
- 13. Providing/constructing suitable exhaust pipe/stack to comply with requirements of GSR 489 (E) dated 09.07.2002 / latest amendments of Environmental Protection Act, 1986, in case of contract with add-on item/service of exhaust piping.

Special Terms & Conditions

- 1. Rates are to be quoted for running the D.G Set/Power Generator on monthly basis including rental charges and cost of Diesel in case of wet leasing complete with all accessories.
- $2. \ \ The operator provided by the Service Provider, should possess the requisite \& valid electrical License, for running D.G Set/Power Generator.$
- 3. All 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.
- 4. The Contract shall remain in force initially for a defined period of time from the date of installation and satisfactory commissioning of the D.G Set/power generator at

- designated place. 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.
- 5. The deployment of operator for running the generator should comply with the labor Legislation Act. And Minimum wage Act of Govt. Of India and the state Govt.
- 6. The Service provider will have to remove the D.G Set/Power Generator from the buyer location within 07 days from the date of termination or closure of the contract at their cost.
- 7. Working hours on all working days shall be prevailing normal office hours of that area or as specified by buyer.
- 8. Leasing Charges shall be payable from the date of commission / date of energizing the electrical installation.
- 9. Scheduled Prevent the maintenance of the leased DG set/Power generator may be schedule in such a manner so that the buyers may not suffer any loss to their working hours.
- 10. 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) which should be signed by designated nodal officer of buyer on daily/weekly basis.
- 11. The buyer shall inform the service provider if any operator absent .The Service Provider shall providing alternate operator within 2 hours.
- 12. The operator/technical man power provide by the service provider self attend to their duty at designated place/area only. They should not wonder unauthorized place/area of the buyer. The operator/technical 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.
- 13. Successful Service provider has to obtain policies to cover Third-party/Fire/Workman compensation Insurance cover of suitable amount for each policy which shall remain in force till the contract, period ad extension if granted. No payment shall be released, if the insurance lapse during contract period.
- 14. The service provider shall not provide supply of power to other agency/ firms from the D.G set/Power generators installed at buyer premises.
- 15. The buyer shall not be responsible for any injury partial or permanent or death of any worker 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.
- 16. First Aid Box shall be arranged by the Service Provider at site of work at their cost.
- 17. 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.\
- 18. For running of the DG set/Power generator 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/Extra unit Charges.
- 19. Supply, laying and termination of interconnecting power and control cable between Seller's supplied equipments shall be done by the seller. Also, Supply, laying and termination of the power cable etc. between DG set/Power generator and the distribution board up to distance of 30 meters shall be the responsibility of service provider.

4. Payment Terms

- 1.The timely payment shall be made by the buyer on monthly/quarterly basis as per the contract.
- 5. 2.Extra additional/Extra charges/Extra unit charges beyond the package limit or/and beyond operator's duty hours shall be paid extra on Pro rata basis by the buyer

5. Penalties and Termination

In case of non-compliance of service obligation, penalty per default will be imposed as per SLA. The contract will be liable to be cancelled for repeated default. However, non completion of installation work and non making the silent DG set/Power generator functional within the specified period from the date of signing of this contract, non compliance to the requirement that "major break-down of the DG set/Power generators requiring substantial repairing time. Alternative interim arrangements shall be made by the contractor within 24 hour by providing a substitute DG set/Power generator of identical capacity at its own cost", 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. If the DG set/Power generator does not provide uninterrupted power back up of specified KVA continuously for 30 minutes, a penalty of 0.5% per hour of the monthly billed value subject to a maximum of 10% of the charges for the month shall be imposed.

- Non-performance of the service will be dealt as per GTC of the portal including service provisions defined under service conditions.
- 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:
 - o If the service provider fails to deliver any services within the period(s) specified in the contract.
 - o If the service provider fails to perform as per the performance standards.
 - o If service provider, in the judgment of the buyer has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
 - o If service provider fails to provide uninterrupted power back up of specified KVA for minimum 95% of against main's power outrage/failure conditions.

Service Formula:

Total = Price Per Package * Number of DG SET * Contract Period/30

शुद्धिपत्र|Corrigendum

- 1. GeM-Bidding-Corr-8007192-1.pdf :यहां क्लिक करें|click here
- 2. तक बढ़ाया गया|Extended Upto: 2025-08-07 17:00:00
- 3. GeM-Bidding-Corr-8007192-4.pdf :यहां क्लिक करें | click here

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

Make Of Engine : 4K1080TA
 Model Of Engine : 4K1080TA

3. Certificate (Requested in ATC): click here

मुत्य द्विभाजन एक्सेल फ़ाइल विवरण|Price Bifurcation Excel File details: PRICE BREAK UP

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
- 1.3 All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.
- 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 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document Click here to view the file.

2.3 Buyer Added Bid Specific SLA:

File Attachment Click here to view the file.

2.4 Buyer Added Bid Specific Scope Of Work(SOW):

File Attachment Click here to view the file.

2.5 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

This is a corrigendum to the bid issued for clarification of the bidders to be partcipated in the bidding process and this documents will be an integral part of bid document.

Bidder must take a note for the same and submit their bid accordingly.

Bidders should submit the price break up format in form of pdf available under ATC instead of excel sheet considering the error encountered in GST calculation formula and limitation of GeM Portal to upload the revised price break up in form excel sheet.

Evaluation shall be done as per price quoted on GeM portal. In case of any variation between the total amount quoted on GeM Portal and the uploaded Price-Breakup in the prescribed format in pdf/excel/word, the amount quoted on GeM Portal shall supersede. Accordingly, such bidder may be asked to submit the corrected price break-up in prescribed format in pdf to match the total amount quoted on GeM Portal prior to 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.