

## AGREEMENT

THIS AGREEMENT entered into at Chennai on this \_\_\_\_\_ the Comprehensive Annual Maintenance Contract between the Tamil Nadu Dr.M.G.R. Medical University, No.69, Anna Salai, Guindy, Chennai – 600 032, represented by its REGISTRAR, hereinafter called the "UNIVERSITY" as the PARTY OF THE FIRST PART AND M/s \_\_\_\_\_ represented by its Proprietor \_\_\_\_\_, hereinafter called the "COMPREHENSIVE ANNUAL MAINTENANCE CONTRACTOR" as the PARTY OF THE SECOND PART".

WHEREAS the University, the party of the First Part desires to assign the contract to maintain the 20KVA, 63KVA, 100KVA, 125 KVA, 160KVA, (2 nos)250 KVA Diesel Generator sets and AMF panel / control panel available in this University located at No.69, Anna Salai, Guindy, Chennai-600 032.

WHEREAS the party of the second part, **M/S.** \_\_\_\_\_ has offered to render services as Comprehensive Annual Maintenance Contractor.

WHEREAS the party of the first part, has accepted the offer made by the party of the second part.

WHEREAS the terms and conditions of the said engagement have been "Mutually" discussed and agreed upon.

WHEREAS the parties are desirous of putting them in writing.

### **1. NOW THIS AGREEMENT WITNESSETH:**

The party of the second part viz., **M/S.** \_\_\_\_\_ the Comprehensive Annual Maintenance Contractor has agreed to render the following services for the party of the first part viz., The Tamil Nadu Dr.M.G.R. Medical University, Chennai-32 for a period of one year from \_\_\_\_\_ to \_\_\_\_\_ in respect of the Diesel Generators as mentioned as below, at the agreed amount of Rs. \_\_\_\_\_

(Rupees \_\_\_\_\_) (inclusive of GST @ 18%) per annum

| S.No | Particulars   | Qty   | Basic Amount(in INR.) per annum | GST | Total Amount (in INR) |
|------|---|-------|---------------------------------|-----|-----------------------|
| 1    | Kirloskar Green 250 KVA DG SET / Control panel          | 1     |                                 |     |                       |
| 2    | Ashok Leyland 250 KVA DG SET / AMF panel                | 1     |                                 |     |                       |
| 3    | Kirloskar Cummins Engine 160 KVA DG SET / control panel | 1     |                                 |     |                       |
| 4    | Ashok Leyland 125 KVA DG SET / AMF panel                | 1     |                                 |     |                       |
| 5    | Kirloskar Green 100 KVA DG SET / AMF panel              | 1     |                                 |     |                       |
| 6    | Kirloskar Green 63 KVA DG SET / AMF panel               | 1     |                                 |     |                       |
| 7    | Ashok Leyland 20 KVA DG SET / control panel             | 1     |                                 |     |                       |
|      |   | Total |                                 |     |                       |

## 2. SCOPE OF SERVICES

The maintenance includes Periodic Servicing Schedule i.e. preventive maintenance/regular services of the Diesel Generators (DG) AMF panel or Control panel and Breakdown Repairing Service i.e. repairing works to be executed on event of DG AMF panel or Control panel breakdown due to faults and damaged parts. The bidder shall maintain all the accessories mentioned in the schedule for keeping the Diesel Generators in perfect working order and condition at all the times during the period of the AMC, also the Contractor shall have to attend to any unscheduled call for corrective and maintenance services that may eventually lead to DG breakdown, appropriate steps to be taken in time to set right the full functioning of the DG set as per the directions of the department. During execution of the DG repair maintenance works only OEM (Original Equipment Manufacturer) / Equivalent branded parts and spares are to be used by the bidder.

### A. PERIODIC SERVICING SCHEDULE:

#### 1. Preventive Maintenance:

Number of Preventive Maintenance visit shall be monthly i.e. 12 Visits per annum and it includes the checking and ensuring proper functioning of followings as detailed below.

As per this contract Diesel Generators AMF panel / control panel are to be maintained in proper running condition all the time. It is the responsibility of the Contractor to provide all running spares mentioned below under preventive maintenance servicing to ensure trouble free and continuous operation of the DG sets and AMF panel / Control panel. The spare includes:-

- (i) Diesel Oil Filter,
- (ii) Lub Oil Filter
- (iii) Filter Washer
- (iv) Radiator Cap
- (v) Radiator Hose
- (vi) Hose clip
- (vii) Fan belt
- (viii) Diesel Tube
- (ix) Banjo Bolt/Washer/union
- (x) Carbon brush/Holder
- (xi) Battery Terminal/Clip
- (xii) Diode with wire contact
- (xiii) Dynamo Terminal
- (xiv) Nozzle tube
- (xv) Oil seal
- (xvi) Oil meter tube
- (xvii) Head Gasket
- (xviii) All Diesel/lub oil/water tubes/hose
- (xix) All Packing kits
- (xx) Coolant oil
- (xxi) All Bolts & Nuts, Washers, Door hinges, lock set, etc.,

### **AMF / Control Panels**

- (i) Conductors function testing
- (ii) Velocys function testing
- (iii) Control panel wiring tightness
- (iv) Panel Bus Bar tightness
- (v) Battery charging testing
- (vi) Panel timer
- (vii) Panel lock set
- (viii) AMF panel / control panel all spares are to be maintained, if any spares are fault occurred, the same has to be replaced by the bidder under CAMC.

The preventive maintenance servicing is to be carried out, to maintain the equipment in a proper operating condition. The service representative of the contractor shall visit and carry out preventive maintenance servicing of the DG sets and AMF panel / control panel which includes the functional checks and necessary adjustments. The following works will be carried out on planned basis by the contractor as per OEM specifications

#### **1.1 Generator set:**

- (i) Check the leaks if any
- (ii) Check the Engine oil Level, top up if required. (Engine Oil shall be supplied by Contractor as per OEM specification).
- (iii) Check the condition of oil filter, and replacement when it required based on the condition and performance or else it has to be replaced once in 6months.(Oil Filter has

to be supplied by Contractor).

(iv) Replace Engine oil once in 12(twelve) months, (Engine Oil shall be supplied by Contractor).

(v) Check the bypass filter and clean it.(If available)

(vi) Diesel oil filter.

#### 1.2 Cooling System:

(i) Check for water/coolant oil level & Leakage if any and top-up if required(water/coolant has to be supplied by Contractors per OEM specification).

(ii) Clean the radiator with blower.

(iii) Check all rubbers hose and clip for tightness and replace if found damaged.(rubbers hose and clip have to be supplied by Contractor)

(iv) Check the belt condition and tension, replace if required(Belt has to be supplied by Contractor as per OEM specification)

(v) Check cooling fan hub, drive pulley, water pump and tighten all the accessible bolts and nuts.

(vi) Add coolant oil in the radiator once in six month.(Coolant oil has to be supplied by Contractor)

#### 1.3 Air intake:

(i) Check for air leakage in connection.

(ii) Check the condition of air filter, and replacement when it required based on the condition and performance or else it has to be replace once in 6 months.(Air Filter has to be supplied by Contractor).

#### 1.4 Fuel:

(i) Check for any leakage.

(ii) Check for fuel lines and connection.

(iii) Check the fuel injection pump (PT Pump), Fuel injectors and Lube oil pump.

(iv) Check the condition of fuel filter, and replacement when it required based on the condition and performance or else it has to be replaced once in 6 months.(Fuel Filter has to be supplied by Contractor as per OEM specification).

#### 1.5 Exhaust:

(i) Check for any leakage.

(ii) Check for exhaust restriction.

(iii) Check the condition of the exhaust pipes and asbestos rope.

#### 1.6 Engine Related:

(i) Tighten all mounting hardwares.

(ii) Check the condition of coupling.

(iii) Clean the engine and surroundings.

(iv) Run the generator for half an hour and look for any unusual vibration/noise.

#### 1.7 Maintenance schedule for Alternator:

(i) Check the Electrical connections of the alternator.

(ii) Measure and record generator winding resistance once in six months.

(iii) Checking the condition of carbon brushes,if required to be replaced.(Carbon brushes

have to be supplied by contractor).

(iv) Check the wiring in the control panel.

(v) Check the working of meters in control panel.

(vi) Check the AVR.

(vii) Check the battery for water level ,specific gravity and top-up if required with battery grade water.

(viii) Put the battery on boost charge for one hour if voltage is found low.

(ix) Run the generator with load and without load and record the following parameter.

a) Output AC Voltage / HZ

b) Load Current

c) RPM (Speed of the Engine)

d) Battery Voltage

1.8 The contractor shall carry out the following works during preventive maintenance contract period along with the servicing of the Diesel Generator sets.

(i) Draining the lubricating oil from sumps, Lube oil cooler and cleaning lube oil strainer.

(ii) Renew lubricating oil prime lubricating system.

(iii) Carry out air cleaner maintenance.

(iv) Check and adjust tappet clearance.

(v) Check for irregularities i.e. abnormal speed, hot engine, engine knocking, high fuel consumption etc. Check and record engine performance parameters.

(vi) Check the engine protection unit for proper functioning

(vii) In section and maintenance of electric AMF/ manual control panel wiring etc.

(viii) Any other related work required to keep the diesel engine driven generator sets in good running condition including proper working of hour meter.

(ix) All welding & tinkering works.

The AMC contract includes monthly periodical checks for all DG units in addition to preventive maintenance servicing and breakdown checks as and when call upon by the University

(x) All the controls checked to ensure to correct ON/OFF operation.

(xi) Check the fuse carriers. The correct gauge fuses but re-wirable 400KA/100KA breaking capacity shall be provided wherever necessary. If resetting is required for MCB, they shall be checked and attended to.

(xii) Necessary guidance will be given to the operators of this University for the proper maintenance of the Diesel Generator set.

(xiii) University will maintain log book of operational maintenance.

## **B. BREAKDOWN MAINTENANCE:**

(i) This will include identifying and locating the fault(s) and carrying out the corrective and repair maintenance works necessary to set right the malfunctioning and to restore the complete system in operation and back to normal to the satisfaction of the Assistant Engineer (Electrical) /Junior Engineer (Electrical) of the University.

(ii) The breakdown maintenance works shall include timely repair maintenance and replacement of spare parts which are faulty and can cause major engine failure and damage.

(iii) Supply of OEM / Equivalent branded consumables and spares materials which may be needed during Execution &Completion of this work shall be arranged by the Contractor.

(iv) The rates of the consumables and spare parts utilized during breakdown maintenance works shall be as per the latest OEM Spare Parts price list/Authorized dealer Invoice.

(v) All the repair maintenance works to be executed on priority basis and any delay in execution shall be governed by delay penalty clause.

### **C. SERVICE REPORT:**

Service Report shall be made for all visits and it shall contains

- (i) Location/ID of the Generators
- (ii) Date & Time of complaint
- (iii) Date & Time of attention.
- (iv) Name of Firms representative
- (v) Whether Preventive /Breakdown maintenance work
- (vi) Observation by Service Engineer.
- (vii) Status/Performance of the System— working or not working
- (viii) Recording the following parameters during routine service:
- (ix) Output Ac Voltage / HZ (frequency)
- (x) Load Current
- (xi) RPM (Speed of the Engine)
- (xii) Battery Voltage
- (xiii) Control Panel / AMF panel

### **D. SERVICE PROCEDURE:**

1. One contact number and Email-id should be assigned for break down calls.
2. The maintenance service agency shall provide maintenance services through experienced staff
3. The contractor should arrange to paste a sticker which contains the following information:
  - a. Firm's Address with contact number.
  - b. Date of Last preventive maintenance

### **3. DURATION OF CONTRACT:**

The Comprehensive Annual Maintenance Contract is for a period of of one (01) year from \_\_\_\_\_ to \_\_\_\_\_. However the contract further may be extended for next year on same terms and conditions if the Contractor's performance is found satisfactory. The performance would be evaluated by the University authorities before renewal of contract. Scope of work and cost of such extension may be mutually decided.

### **4. PAYMENT TERMS:**

The Junior Engineer (Elec) of this University will supervise the above work and certify the bills for payment and then only the payment will be made to the contractor based on the certificate. Income tax and all other applicable taxes will be deducted from the contractor bill as per rules in the force. There shall be no raise in the maintenance charges during the contract period. The payment of Annual Maintenance Contract will be made half yearly i.e. in two installments after six maintenance visits attended is the half year.

## **5. PAYMENT OF COST**

1. For doing the work indicated in **SCOPE OF SERVICES**, the tenderer will be paid according to the finally accepted "**Commercial Bid (Annexure – II)**". The payment will be made on half yearly billing basis.
2. The rates given in the "**Commercial Bid (Annexure – II)**" will be binding on both the parties and no change in the rates will be permissible during currency of the contract except the conditions as laid down in below. It is expressly understood that the tenderer has considered every possible fluctuation in the rates of material and general conditions and other possibilities of each and every kind before quoting the rates. No claims on this account shall be entertained.
3. The contractor shall have to perform all the services provided for in this contract and shall be paid at the rates quoted by him and accepted by the Tamil Nadu Dr. M.G.R. Medical University, No. 69 Anna Salai, Guindy, Chennai, subject to the terms and conditions of this contract. In the absence of an agreement being reached on the rates for such additional services will not confer a right upon the contractor to refuse to carry out or render such services.
4. Payment will be made only for the Diesel Generators serviced during the period. A certificate from the Junior Engineer (Electrical) certifying the details of Diesel Generator sets serviced by the contractor shall be enclosed along with the invoice.
5. The Contractor is responsible for the payment of Minimum Wages (under Central Act) to the personnel deployed by it. In respect of workers deployed under the AMC contract, the Contractor shall be solely and exclusively responsible for compliance to all statutory provisions under the Labour Laws and there is NO employer employee relationship between the Tamil Nadu Dr. M.G.R. Medical University, No. 69 Anna Salai, Guindy, Chennai and the workers deployed by the Contractor.
6. The payment for the last half yearly shall be made to the selected Contractor only after completion of handing over of all Diesel Generator sets in working condition to the successor-service contractor and after receipt of taken over note from the successor-contractor.

## **6. TERMINATION OF CONTRACT AGREEMENT:**

1. In the event of unsatisfactory service or any failure at any time on the part of contractor to comply with the terms and provisions of this contract to the satisfaction of the Tamil Nadu Dr. M.G.R. Medical University, Chennai (who shall be the sole judge and whose decision shall be final), it shall be open to the Tamil Nadu Dr. M.G.R. Medical University, Chennai to terminate this contract by giving 30 days' notice to the contractor. In the event of such termination of the contract, the contractor shall pay back the proportionate amount of the maintenance charges to the Tamil Nadu Dr. M.G.R. Medical University, Chennai.
2. The Tamil Nadu Dr. M.G.R. Medical University, Chennai reserves the right to claim damages for non-fulfillment of contract.
3. Besides above, the Tamil Nadu Dr. M.G.R. Medical University, Chennai will be at liberty to terminate the agreement at any time without assigning any reason and without being liable for any loss or damage which the contractor may suffer by reason of such termination, by giving the contractor 60 days prior notice in writing of its intention to terminate the agreement. The contractor, however, shall have no right to terminate the agreement under any circumstances.

4. If at any time, the contractor becomes insolvent or files an application for insolvency or any creditor of his moves the court for adjudicating him as an insolvent or if he is convicted in the Court of Law, the Tamil Nadu Dr. M.G.R. Medical University, Chennai will have the absolute option of terminating the contract forthwith and he shall have no right for damage or compensation on his account.

**7. GENERAL PROVISIONS:**

This agreement shall supersede all previous communications, both oral and written and provisions herein contained shall not be omitted, added to or amended in any manner except in writing and signed by both parties thereof.

**8. PENALTY FOR NON-FULFILLMENT OF QUOTATION:**

The contractor has to attend the break down calls within 6 hours after reporting failure. In the case of delay in attending to the complaints, penalty at the following rates will be levied:-

- i) Delay of 6- 24 hours @ Rs500/ per complain/day
- ii) Delay in excess of 24 hours @ Rs1000/- per complain /day up to 48 hours
- iii) Delay in excess of 48 hours – Rs2000/- per complain /day

The period will be reckoned from the time of lodging the complaint by telephone/SMS/letter, etc.

**8.ARBITRATION:**

All disputes, differences and questions whatsoever which shall arise between the parties hereto during the continuance of the contract or afterwards, touching any clause or matter herein contained, or the rights, duties and liabilities of either party in connection therewith, shall be referred to the sole arbitrator to be appointed by the contractor and the Registrar of the Tamil Nadu Dr.M.G.R. Medical University, Chennai. All such Arbitration proceedings shall be held in Chennai and shall be in accordance with and subject to the provision of the Arbitration and conciliation Act, 1996 or any statutory modification re-enactment thereof for the time being in force.

The document together with the attachments here signed by both the parties shall constitute the entire contract between the contractor and the University. The contract shall be governed in all respects by Indian Law. The foregoing terms and conditions shall prevail notwithstanding any variations contained in the terms and conditions of any other documents submitted by the University unless variations have been specifically agreed upon by the contractor in writing.

IN WITNESS WHERE OF the parties above named have set their hands and signature on the day month and year first above written.

WITNESS:

1.

2.

REGISTRAR.  
THE TAMIL NADU Dr.M.G.R. MEDICAL  
UNIVERSITY,  
NO.69, ANNA SALAI,  
GUINDY,  
CHENNAI – 600 032.

M/s\_\_\_\_\_.

WITNESS:

1.

2.