



QT-TS-NM-AMC-0973
26/04/2024

Customer Name: KAPCO BANQUETS AND CATERING PVT LTD

**Address: BLUE SEA BANQUETS, 11 ABDUL GAFFAR KHAN ROAD
OPP BANDRA WORLI SEA LINK, MUMBAI**

**Kind Attn: RAVI LAKHA:- 9821713756/22 71986675
Email Id:- ravil@boxcoworld.com**

Dear Sir,

Sub: NON- COMPREHENSIVE ANNUAL MAINTANANCE SERVICE CONTRACT.

At the outset, we would like to thank you for showing your interest in entering into an Annual Maintenance Service Contract.

We are the only Authorized Service Dealer of Cummins India Ltd for the districts of Pune, Mumbai, Kolhapur, Satara, Sangli, Ratnagiri, Sindhudurg for providing after sales support to all its valuable customers.

We have more than 200 Cummins trained Engineers & Technicians both mechanical and electrical providing after-market support of its customers. We are committed to serving our customers within 4 hours in case of an emergency.

MRUNMAYI PALAC CHSL

We are sure that our service engineers' visits can help you in maintaining your engine in proper working condition.

Please find herewith our AMC offer along with scope of work and terms and conditions for your kind perusal and approval.

Please arrange to send the duplicate copy of the contract duly signed as a token of acceptance along with the payment in full at the earliest.

Thanking you and assuring you our best of services.

Yours faithfully,

For Trident Services Pvt. Ltd.,

Manager Contracts.

Enclosed – annexure (A)

Trident Services Private Limited.

Pune: -Trident House, S.No. 116, Hissa No. 9/6 & 9/7, Mumbai Banglore Highway, Warje, Pune - 411058

Mumbai: - EL 54, TTC Industrial Area, Mahape, Navi Mumbai - 400710

Tel: 020 / 022 - 66266200 Fax: 020 / 022 - 66266202, Customer Care No: 020 / 022 - 66266222 / 223

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**NON-COMPREHENSIVE ANNUAL MAINTANANCE SERVICE CONTRACT
FOR MAINTAINANCE OF DG SET**

This contract is entered into between **Trident Services Pvt Ltd, “TRIDENT HOUSE”, Sr No 116, Hissa No 9/6 & 9/7, Mumbai-Bangalore Highway, Warje, Pune - 411058**, here in after referred to as the CONTRACTOR which expression unless repugnant to the context or meaning thereof shall mean and include its **KAPCO BANQUETS AND CATERING PVT LTD , BLUE SEA BANQUETS, 11 ABDUL GAFFAR KHAN ROAD OPP BANDRA WORLI SEA LINK,MUMBAI** .here in after referred to as CUSTOMER which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns.

Whereas the Contractor is engaged in the business of providing after sales service to Cummins Engines and parts thereof and Diesel Generating sets.

Whereas the CUSTOMER is the owner of Diesel Generating Set (D G Set) fitted with Cummins engine as specified in Annexure -A.

Whereas the CUSTOMER has requested TSPL to provide Single Point Service Contract to the D G set fitted with Cummins engine owned by the customer.

Now, therefore this contract is entered into between the TSPL and CUSTOMER on the following terms and conditions.

1. DEFINITIONS.

"D G Set" means Diesel Generating set fitted with Diesel Engine, Alternator & Control Panel as detailed in Annexure "A"

"SERVICE" means supervisory services of an engineer / technician

"Day" means eight hours or part thereof to do the scheduled job.

2. Scope of work.

- To carry out preventive maintenance of Diesel Generator set once **Monthly Visits** which includes: -
 - To carry out inspection as per our standard check sheet
 - B check – To be done as a part of AMC visit when falls due.
 - C check – To be done as a part of AMC visit when falls due.
 - To educate / train the operating & maintenance staff on preventive maintenance.

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- To carry out minor repairs like arresting leakages, adjustments required etc. immediately to ensure availability of the DG set.
- To plan and carry out Visits as per mutually agreed schedule. The schedule will be finalized within 7 days of signing the contract.
- To inspect and carry out checks on Engine, Alternator and Control Panel as per Check sheet during each scheduled visit.
- To guide & educate the operating staff of Customer on maintenance and operations.
- To check the Logbook / records maintained by customer and guide accordingly.
- To arrest minor faults, leakages immediately.
- To correct failures arising due to workmanship defects under the scope of contract.
- To attend Emergency / breakdown calls on priority and provide workable solutions, whenever feasible.
- To adhere to safe working practice and take utmost care not to harm material and men around the Equipment.
- To depute trained engineers / technicians from its network to carry out services.
- To meet all statutory norms in terms of workmen involved in this contract.

3. Out of scope work.

- Supply of spare parts and consumables are not covered under the scope of this contract & customer shall procure & stock the parts from Authorized dealer only.
- Scheduled & unscheduled repairs required on major components of engine like overhauling, top overhauling, repairs to major components like Pump, Injectors, Turbo, Cylinder head, Radiator, Self starter & charging alternator, Fan drive arrangement etc. are not covered under the scope of work.
- Scheduled & unscheduled repairs required on major components of Alternator like rewinding of stator / rotor, alternator, AVR, Engine to Alternator Coupling are not covered under the scope of work.
- Scheduled & unscheduled repairs required on major components of Control Panel like contactors, battery chargers, timers, circuit breakers, energy meters & other instrumentation are not covered under the scope of work.
- Cleaning of Diesel Tank, Radiator / Heat exchanger, Silencer etc.
- Transportation of material.
- Service charges for all such jobs not covered will be charged extra.
- D Check maintenance is not included in scope of this contract and will be charged extra when falls due.

4. Customer's Responsibility

- Allow only trained staff to operate the D G Set, maintain logbook, gauges / electrical gauges in working condition and cleanliness of DG Set & surrounding.
- Carry out A check prior to starting,
- Do not load DG set above rated capacity.
- Do not allow unauthorized persons to carry repairs / maintenance.
- If any abnormality is noticed, stop the D G set and inform TSPL.
- To provide semi-skilled/unskilled manpower to assist engineer for filling diesel, water, oil, cleaning /sweeping.

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5. Contract Charges: Rs. 58212/- (AMC PRICE)

Additional Service Charges: @ Rs.6800/- will be charged in the event of services required / rendered beyond the scope of the work listed above or for attending breakdowns resulting due to –

1. Daily maintenance issues like water, oil level, fuel level, air lock, battery condition.
2. Operational issues like fuel condition, improper operation, electrical issues beyond DG set.
3. Any scheduled / unscheduled jobs not covered under this contract.

Payment Terms: 100 % advance along with the agreement.

6. Liquidated damages.

- 1) Any consequential damages, losses, to the property of the customer.
- 2) Losses (if any) caused to the person or any other individual.
- 3) Expenses of whatsoever nature incurred by the customer directly or indirectly due to non -availability/ failure of the DG set.

7. TERMINATION.

- a) Each party may terminate this contract by giving written notice of not Less than 60 days.
- b) This contract shall become null and void if above D G set is shifted from original location to elsewhere without techno commercial consent of TSPL.

8. FORCE MAJEURE

The contractor is not liable in whatsoever manner to the Customer in the event of any delay in performance of any of its obligations under this agreement due to conditions constituting force majeure which shall include but not limited to strikes, lockouts, breakdown of communication, etc.

9. ARBITRATION

Any dispute or difference whatever between the parties or person or persons claiming through them arising out of or connection with this contract or regarding the rights or liabilities of the parties or regarding interpretation of this contract or any clause thereof including interpretation of this clause shall be referred to arbitration of two arbitrators, one to be appointed by the Contractor and other by the Customer and proceedings of the Arbitration shall be held at Pune, in accordance with the Indian Arbitration Act, 1940 and any statutory modification or re-enactment thereof. Only competent Courts at Pune shall have jurisdiction over the arbitration proceedings in respect of the matters required to be dealt with the Courts in accordance with the Arbitration & Conciliation Act, 1996 except the Courts exercising jurisdiction under the Arbitration Act as above. No other Court, Tribunal, Commission or Forum (including Consumer Forum, Commission or Tribunal) shall have any jurisdiction over any dispute and that such jurisdiction is hereby specifically excluded.

10. JURISDICTION.

All disputes arising out of this agreement shall be subject to Jurisdiction of Pune Court/s only.

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ANNEXURE "A"(AMC SPSC – OPTION -1)

NAME OF CUSTOMER : KAPCO BANQUETS AND CATERING PVT LTD

**ADDRESS : BLUE SEA BANQUETS, 11 ABDUL GAFFAR KHAN ROAD OPP BANDRA
WORLI SEA LINK,MUMBAI**

DG SET DETAILS : ESN MODEL / KVA APPLICATION

ENGINE : 84515225 6L8.9TAA-G4. (250 KVA) GENSET

ALTERNATOR : STAMFORD

CONTROL PANEL : AMF

NO. OF VISITS : 12 Visits. (Monthly Visit) & break down calls if required up to 6 visits.

CONTRACT PERIOD : From 01/06/2024 To 31/05/2025

1) Contract Amount : Rs. : 58212/-
GST : Rs : 10478/-
Total : Rs. : 68690/-

Note: I) GST will be applicable as on ruling date.
II) Request you to please send your GST number
TSPL GST No - 27AACCT0173G1ZJ AND SAC CODE - 998719

For Trident Services Pvt. Ltd.

**FOR: KAPCO BANQUETS AND
CATERING PVT LTD**

Authorized Signatory

Authorized Signatory

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ANNEXURE “B”(AMC SPSCC - OPTION 2)

NAME OF CUSTOMER : KAPCO BANQUETS AND CATERING PVT LTD
ADDRESS : BLUE SEA BANQUETS, 11 ABDUL GAFFAR KHAN ROAD OPP BANDRA
WORLI SEA LINK,MUMBAI
ALTERNATOR : STAMFORD
CONTROL PANEL : AMF
NO. OF VISITS : 12 Visits. (Monthly Visits) & breakdown calls if required up to 6 visits.
CONTRACT PERIOD : From 01/06/2024 To 31/05/2025

SR NO	KVA	ESN	MODEL	AMC COST	1 B CHECK COST	TOTAL	LOCATION
1	250	84515225	6L8.9TAA-G4.	58212	33364	91576	MUMBAI

1) Contract Amount : Rs. : 91576/-
GST : Rs : 16484/-
Total : Rs. : 108060/-

Note: I) GST will be applicable as on ruling date.
II) Request you to please send your GST number
III) One B check kit maintenance activity with oil in a year

TSPL GST No - 27AACCT0173G1ZJ AND SAC CODE - 998719

For Trident Services Pvt. Ltd.

FOR: KAPCO BANQUETS AND
CATERING PVT LTD

Authorized Signatory

Authorized Signatory

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