

National Health Systems Resource Centre (NHSRC)
NIHFW Campus, Baba Gang Nath Marg, Munirka, New Delhi -110067
Tel-+ 91-11-26108984, 92, 93, FAX +91-11-26108994
NHSRC WEBSITE: www.nhsrcindia.org

Tender NHSRC/20-21/Tender/13

Date: 02/09/2020

NAME OF WORK: - COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF SUB-STATION INCLUDING VARIOUS PANELS (AMF, HT & LT) DG Set-02 (82 and 160 KVA) INSTALLED AT NATIONAL HEALTH SYSTEMS RESOURCE CENTRE

1. On behalf of the Executive Director, NHSRC, the Indenter, Tenders are invited for hiring in a TWO BID SYSTEM for Comprehensive Annual Maintenance contract of sub-station including various panels (AMF, HT and LT), DG Set-02 (82 and 160 KVA) installed at this office premises from the prospective reputed and experienced contractors. recognized by the Department of Tourism, Govt. of India / State Govt./ Any other reputed public Institution/ Body in Delhi/ NCR strictly subject to the Terms and Conditions of the Contract as notified in the tender document available on the official NHSRC website www.nhsrcindia.com NHSRC, NIHFW Campus, Baba Gang Nath Marg, Munirka, New Delhi -110067. Eligible and interested organisations may send their Tenders by 23 Sep 2020 to **The Principal Administrative Officer, NHSRC, National Health Systems Resource Centre, NIHFW Campus, Baba Gangh Nath Marg, Munirka, New Delhi – 110067,**

i	Tender document download/Sale date/time	10:00 Hrs. On 02/09/ 2020
ii	Pre-bid meeting	15:00 Hs. On 10 /09/ 2020
iv	Last date and time for receipt of bids	14:30 Hrs. On 23/09/2020
v	Date and time for opening of Prequalification-cum-technical bid	15:00 Hrs. On 23/09/2020
vi	Service to be provided	Proper function of DG set, Panels and Sub Stations.
vii	PERIOD/EXTENSION OF CONTRACT	Till 31.03.2021 from the date of Award of contract with an option of extension for a further period of maximum of two years at the same terms and conditions subject to extension of NHSRC beyond 31 Mar 2021 and providing of satisfactory services on year to year basis at the sole discretion of NHSRC.
viii	Validity of tender offers	180 days from date of opening of prequalification-cum-technical bid
ix	Bid Security (EMD) total estimated value (Exempted for MSE Industries)	INR - 50,000/- (In case of MSE firm a MSE certificated must be annexed with tender Documents)
x	Performance Security total cost of Bid (for Finalised Bidder only)	7% of annual tender amount turn over or INR – 1,00,000/-, whichever is higher.

2. INDICATIVE CRITICAL DATE SHEET

3. Notice Inviting e-Tender 08 4. Eligibility / Evaluation criterion

4. Information & Instructions to Bidders
5. Integrity Pact
6. Letter of Transmittal & Tender
7. Proforma of Schedule
8. Form of Performance Guarantee
9. Contract Agreement
10. General Conditions of Contract
11. Technical Terms and Conditions
12. List of approved Make for Electrical and Civil Works
13. Annexure A : List of Units/ sub-units of Various Panels (AMF, LT, HT), DG Set(Qty—02) and Transformer
14. Annexure B 1 to B-3: Price Bid
15. Annexure C: Various Maintenance Log sheets' proforma to be maintained by the Agency
16. Annexure D: Technical Bid Proforma

INSTRUCTIONS FOR BID SUBMISSION

17. The bidders are required to submit their bids in hard copy and may send by Speed post, Courier or Drop in the tender box kept at reception of this office after proper signature on each page and documents or Certificates. No electronic and soft copy of bid will be accepted against this bid by National Health System Resource Centre. Vendors may raise their concerned /query if any during Pre-bid only. No query will be pondered after closing of Pre-bid. If any corrigendum issued after pre-bid will be uploaded on NHSRC office website against tender document.

18) The bidder should make a note of any clarification / help from the Helpdesk/Reception.

PREPARATION OF BIDS

19) Bidder should consider any corrigendum published on the tender document before submitting their bids.

20) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

21) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule.

22) To avoid the time and effort required in preparation the set of standard documents which are required to be submitted as a part of every bid, a provision of submitting such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders.

SUBMISSION OF BIDS

23) Bidder should submit bids well in advance before closing of bids so that bid may not marked as 'Late Bid' i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

24) The bidder has to sign on each pages of tender and other associated documents required as bid documents one by one as indicated in the tender document.

25) Bidder has to submit **the tender fee / EMD as applicable** along with tender documents. The Tender fee and EMD are exempted for MSE firms but the firm must annex a copy of MSE certificate of that firm. Otherwise the bid will be summarily rejected.

26) Bidders are requested to note that they should necessarily submit their price bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ, open it and complete the blanks.

27) The financial quotes and other details (such as name of the bidder). No other cells should be changed. If the BOQ or file is found to be modified by the bidder, the bid will be rejected.

28) The bidders should follow this time line during bid submission.

29) All the documents being submitted by the bidders would be in hard copy only submitted through post or directly drop in tender box kept at Reception. The confidentiality of the bids will be maintained. Any bid document that is submit by post, courier or directly dropped in tender box are to be marked as " Tender Documents of CMC for Sub Station" The timely received tender documents become readable only after the tender opened by the authorised bid openers/TEC.

30) The tender documents become readable only after the tender opening by the authorized bid openers/ Tender evaluation Committee (TEC).

ASSISTANCE TO BIDDERS

31) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender. Any queries relating to the process of bid submission or queries relating to general may be directed to helpdesk contact number + **91-11-26108984, 92, 93 Extension 105.**

32) Period of Work 01 Year for CMC and Any change in the tender shall be uploaded in the below mentioned website only, hence the tenderers may visit the website regularly (<http://nhsrcindia.org/tender>) to make themselves aware about the information related to the bidding.

EVALUATION CRITERION (TECHNICAL BID)

33) The bidder must fulfil the following conditions for qualification in the technical bid: -

a. Three similar completed works each costing not less than 80% of the estimated cost of the work OR two similar completed works each costing not less than 90% of the estimated cost of the work OR one similar completed works each costing not less than 100% of the estimated cost of the work executed within last three years. (Their completion certificate along with cost of the work, period and nature of work, performance duly signed by competent authority of the concerned department should be furnished).

b. The list of documents to be submitted along with the bid: -

(i) EMD.

- (ii) Certificate of Work Experience as per Serial No. 41 (a) duly signed by client.
 - (iii) Certificate of Registration for Goods and Service Tax (GST).
 - (iv) Copy of Pan Card.
 - (v) Audited balance sheet of last three years (As applicable)
 - (vi) Valid trade License as electrical contractor.
 - (vii) ESI & EPF Registration (As applicable)
 - (viii) Latest challan of ESI & EPF contribution (As applicable)
 - (ix) All the Tender Documents from Page no. 01 to 66 with Signature & Stamp of party on each page.
 - (x) The bidder must have valid Electrical Contractors License with Electrical Supervisor holding valid Supervisor competency certificate (SCC) or equivalent.
 - (xi) Incomplete as para below.
- c. Any other document as per requirement

34 General Terms and Conditions:

- i. Original/downloaded tender document shall be duly filled in, signed and stamped by the bidder or his authorized representative.
- ii. Telegraphic/ Telex/ Fax/ Email and letterhead quotations are not acceptable and will be rejected.
- iii. It shall be presumed that the terms & conditions mentioned in the tender document have been duly accepted by bidder while submitting the bid. The bidder shall have no right to modify/ alter/ amend/ delete any terms/ conditions mentioned in tender document. Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvas for the work will prejudice the contractor's quotation.
- iv. NHSRC reserves right to reject/withdraw/ revoke/ cancel whole or any part of tender at any stage without assigning any reason.
- v. Offer will be accepted in Two Separate Sealed envelopes super scribed "FINANCIAL BID" containing price Schedule only and "Technical Bid" containing EMD, tender fee and other documents respectively. Both the envelope should be enclosed in a separate mother sealed envelope, which is super scribed, is "TECHNICAL & FINANCIAL PROPOSALS FOR CMC OF SUB STATIONS" ADDRESSED to PAO, NHSRC, NHSRC, NIHFW Campus, Baba Gangnath Marg, Munirka, New Delhi-110067.
- vi. The percentage rate offers from intending and eligible Agencies / contractors are invited for e-Tendering Name of Work CMC OF SUB-STATION INCLUDING TRANSFORMER AND VARIOUS PANELS AS MENTIONED ABOVE INSTALLED AT NHSRC, MUNIRKA in the prescribed forms and format through online mode only.
- vii. Bidder means the individual, proprietary firm, firm in partnership, limited company private or public or corporation.
- viii. The following may be adopted for submission of EMD by the intended bidders: - • The Earnest Money Deposit (EMD) for Rs.50,000.00 (Rupees fifty thousand only) should be paid in the form Demand Draft/ Pay Ordering favour of "**National Health Systems Resource Centre**" Payable at Delhi. EMD should be valid upto 3 months starting from the last date of submission of Tender. EMD of unsuccessful bidder will be returned / refunded within one month after the award of the work to the successful bidder with

authority and request letter from bidder. In case bidder is exempted by any Ministry/Department of Government of India, for deposit of EMD, copy of the exemption proof must be attached with bid documents.

ix. The bids need to be submitted with all required and relevant documents related to works experience, financial strength etc. as per the requirement of bid documents duly authenticated / signed by the bidder. Incomplete bid is liable to be rejected.

x. **Delayed / late and submission** of bids by any other mode, bids will not be accepted and summarily rejected.

xi. Conditional bid will not to be accepted and liable to the summarily rejected.

xii. The intending bidders must read the terms and conditions of the bid document and satisfy himself fully with regard to their eligibility vis – a – vis eligibility criteria and other pre - requirements before submitting the bids.

xiii Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection summarily and Such bidders may not be allowed to participate in the bidding process for NHSRC works in future also.

xiv. The tender for the works shall remain open for acceptance for a period of Seventy-five (75) days from the date of opening of bid. If any bidder withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the National Health System Resource Centre (NHSRC) shall, without prejudice to any other right or remedy, be at liberty to forfeit earnest money as aforesaid. Further the bidders shall not be allowed to participate in the re-tendering process of the work.

xv. All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a "Nil" or "no such case" entry should be made in that column. If any particulars/query is not applicable in case of the bidder, it should be stated as "not applicable". The bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bid being summarily disqualified.

35. The bid submitted shall become invalid or rejected if:

(i) The bidder is found ineligible vis – a – vis eligibility criteria and General Terms and Conditions Para 34 above.

(ii) EMD of requisite amount and in the prescribed manner is not deposited by the bidder.

(iii) The bidder does not submit all the documents as required under the bid.

(iv) Any discrepancy is noticed during evaluation by TEC.

36. Technical bid documents submitted by the eligible and intending bidders shall be opened only for those bidders whose EMD or exemption letter are found in order. Bidders are requested to attend the tender opening in person on specified date & time. The absence of vendor or it's representative will not be valid to postponed or delay in the notified time, date and place. Authorised TEC will open the bid even no vendor presents at the notified time, date and place

37. Price bids submitted by the eligible and intending bidders shall be opened only for those bidders who are found qualified based on technical bids. The financial bid shall be opened at the notified time, date and place in the presence of qualified bidders or their representatives, if they wish to be present. The absence of vendor

or its representative will not be valid to postponed or delay in the notified time, date and place. Authorised TEC will open the bid even no vendor presents at the notified time, date and place

38. NHSRC reserves the right to verify the particulars furnished by the bidder independently and if any information furnished by the bidder is found incorrect at a later stage, the Agency shall be liable to be debarred from tendering / taking up works in NHSRC.

39. PERFORMANCE SECURITY:

i. Successful bidder shall have to furnish the Performance Security of 7% of annual tender amount turn over or INR – 1,00,000/-, whichever is higher (as required under the Rule 171, General Financial Rules, 2017) if the vendors fail to deposit PG within the prescribed period then the Bid Security (EMD) shall be liable to be forfeited and the agency may be blacklisted.

ii. The successful bidder shall furnish Performance Security for an amount as indicated above to ensure due performance of the contract within fifteen days (15) or earlier from the date of receipt of communication from NHSRC informing 'Acceptance of Bid'.

iii. The Performance Security shall be furnished in form of a Demand draft/ Pay order /Bank Guarantee/Fixed Deposit Receipt (FDR) in favour of "National Health Systems Resource Centre"

iv. In case the Performance Security is submitted in form of Bank Guarantee/Fixed Deposit Receipt (FDR) shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the work order.

v. Failure of the bidder to submit the above-mentioned Performance Security shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

vi. The Performance Security as mentioned in the sub-para (i) above shall be released after one year on satisfactory completion of all contractual obligation.

vii. If the successful bidder fails to deposit the said performance guarantee within the period including the extended period as prescribed in **Schedule-F**, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. However, EMD shall be returned after receiving the PG.

viii. The bidder whose bid is accepted will be required to furnish Performance Guarantee (PG) of 7% (Seven Percent) of the bid amount within time, as mentioned in Schedule-E, of the acceptance of the bid in the form of Demand draft / Pay Order / Banker Cheque / FDR of scheduled bank / Treasury Challan in favour of "National Health System Resource Centre" or Bank Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto payable at Delhi. If the successful bidder fails to deposit the said performance guarantee within the period including the extended period as prescribed in **Schedule-F**, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. However, EMD shall be returned after receiving the PG.

OTHER REGULATIONS

40. References, information and certificates from the respective clients certifying suitability, technical knowledge or capability of the bidder should be signed by PAO, NHSRC, or nominated by ED, NHSRC.

41. The bidder may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of technical bid document unless it is called for by the Employer.

42. **Method of Application:** (i) If the bidder is an individual, the application shall be signed by him above his full type written name and current address.

(ii) If the bidder is a proprietary firm, the application shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address.

(iii) If the bidder is a limited company or a corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The bidder should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.

43. The Agreement shall be signed between NHSRC and the successful Bidder within 15 days after the acceptance of his bid by NHSRC on prescribed format which is being given in the bid document. All the documents of the bid document shall form part of the contract document including Integrity Pact Agreement for which format is also being provided in the bid document.

44. **Integrity Bond Agreement:** It is here by declared that NHSRC is committed to follow the principle of transparency, equity and competitiveness in procurement of services. The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the Integrity Agreement, which is an integral part of tender / bid documents, failing which the tenderer / bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected. This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the NHSRC.

45. All tendered rates shall be exclusive of taxes, GST, levies or cess as applicable on last date of receipt of tender including extension, if any, or otherwise exclusively mentioned the financial bid documents. However, effect of variation in rates of taxes or cess due to change in legislation occurred after receipt of tender / bid shall be adjusted on either side i.e. increase or decrease, as the case may be.

46. NHSRC reserves the right without being liable for any damages or obligation to inform the bidder to either amend the scope and value of the contract or reject any or all the application without assigning any reason.

47. The firm will provide satisfactory service and will be evaluated on quarterly basis.

48 COMMUNICATION OF ACCEPTANCE

i. Acceptance of tender by the Indenter will be communicated by registered letter/ speed post/cable/ telex/ fax/e-mail or a formal letter of 'Acceptance of Bid' or 'Work Order'. The award of work order, when issued to successful bidder, constitutes the contract with collateral supports from terms and conditions of the tender limitation notices as well as formal agreement on non-judicial stamp paper if any, all of which finally form the contractual obligations to be adhered to / performed by the bidder Non-performance of any such obligations make the bidder liable for consequential effects.

ii. The name of successful bidder will be published on NHSRC web site .

iii. The CONTRACT/agreement (if required) on a non-judicial stamp paper of Rs. 100/- and will be signed by the successful bidder within 15 days from the date of issue of the 'Acceptance of Bid' or Work Order failing which the Bid Security (EMD) is liable to be forfeited and the bidder may be blacklisted.

49. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the terms and conditions of the contract/work order shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which NHSRC may make the award to any other bidder at the discretion of the

Institute or call for new bids. The Bid Security is liable to be forfeited if the Bidder withdraws or impairs or derogates the bid in any respect within the period of validity of this offer.

50. DISCLAIMER

The near relatives of employees of NHSRC are prohibited from participation in this tender. The near relatives for this purpose are defined as:

- i. Their husband or wife.
- ii. Members of a Hindu Undivided Family.
- iii. The one is related to the other in the manner as father, mother, sons(s), son's wife (daughter-in-law), Daughter(s) and daughter's husband (son-in-law), brother (s) and brother's wife, sister(s) and sister's husband (brother-in-law)

51. INDEMNIFICATION

The Bidder/Supplier shall, at its own expense, defend and indemnify the owner against all third-party claims.

The Bidder/Supplier shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. The Indenter shall not pay any compensation to a third party resulting from such infringement and the Bidder/Supplier shall be fully responsible for the same, including all expenses and court and legal fees.

52. PAYMENT TERMS AND CONDITIONS:

The term 'payment' mentioned in this part includes all types of payment due to the contractor arising on of this contract excluding Earnest Money and Security Deposit governed by separate clauses of the contract.

- i. All payments shall be made by bank transfer only at each stage preferably in the second week of following month in respect of previous.
- ii. Payment of Bills would take 2 to 3 week time on an average after submission of bills. However, no interest or penalty would be paid by NHSRC in case of delay in payment due to official reasons.
- iii. No payment shall be made in advance nor that any loan from any bank or financial institutions shall be recommended on the basis of the order of Award of work.
- iv. **The bills shall be submitted to NHSRC by 05th of following month to the authority specified in contract along with duty slips duly/log books signed by the user and other related reports/documents.**

53. JURISDICTION

Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all action sand proceeding arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the Court of Competent Civil jurisdiction in this behalf at NCT of Delhi and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts. Prior to this effort may be made to settlement of dispute through the Commercial Courts, Commercial Division and Commercial Appellate Division of High Court.

54. ARBITRATION

All disputes and differences arising out of, or in any way, concerning this agreement (except those, the decision whereof is otherwise, hereinbefore provided for) shall be referred for sole arbitration by any person to be nominated by the Executive Director, NHSRC at NCT Delhi. The award of the arbitrator so appointed shall be final and binding on both the parties.

55. NOTICES

Any notice, request, or consent sought pursuant to the tender shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by Registered/speed post, email, or facsimile to such Party like the Indenter or Bidder.

56. GOVERNING LAWS AND SETTLEMENT OF DISPUTE

Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorised Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 30 day, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the National Health Systems Resource Centre in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made there under including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be Delhi and the decision of the arbitrator shall be final and binding on the parties.

57. Jurisdiction of Court: This Contract is governed by the laws of Republic of India/ Government of NCT Delhi and shall be subject to the exclusive jurisdiction of the courts in Delhi.

58. EXCLUSIVE RIGHT OF THE EXECUTIVE DIRECTOR, NHSRC

The Executive Director, NHSRC, reserves all rights to reject any tender including of those tenderers who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tenderer. The decisions of NHSRC shall be final and binding. NHSRC also reserves the right to amend, modify add or delete any terms and conditions of the Tender in the interest of the NHSRC or India without assigning any reason and the same will be intimated to all concern.

Signature of the Bidder

Witnesses:-

1.

2.

Annexure-I

Integrity Pact To

Sub: NIT No. : _____

Name of the work: -CMC OF SUB-STATION INCLUDING TRANSFORMER AND VARIOUS PANELS (AMF _____ HT & LT) INSTALLED AT NHSRC OFFICE.

Dear Sir,

It is hereby declared that NHSRC is committed to follow the principle of transparency, equity and competitiveness in public procurement. The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected. This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the NHSRC.

Yours faithfully

Competent Authority,

Integrity Pact To Competent Authority NHSRC, NIHFWS Campus, Baba Gangnath Marg, Munirka, New Delhi-110067

Dear Sir,

I/We acknowledge that NHSRC is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document. I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT. I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by NHSRC. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement. I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, NHSRC shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully,

(Duly authorized signatory of the Bidder)

(To be signed by the bidder and same signatory competent authority / authorized to sign the relevant contract on behalf of NHSRC)

"Integrity Agreement"

This Integrity Agreement is made at on this..... day of ... 2020. BETWEEN Competent Authority, NHSRC, NIHFV Campus, Baba Gang Nath Marg, Munirka, New Delhi -110067. (Hereinafter referred as the 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns) AND (Name and Address of the Individual/firm/Company)..... through (Hereinafter referred to as the (Details of duly authorized signatory) "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns) Preamble WHEREAS the Principal/ Owner has floated the Tender (_____) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract work – CMC OF SUB-STATION INCLUDING TRANSFORMER AND VARIOUS PANELS INSTALLED AT NHSRC, NIHFV Campus, Baba Gang Nath Marg, Munirka, New Delhi -110067 and hereinafter referred to as the "Contract".

AND

WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s). AND

WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties. NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal Owner

1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitive or to cartelize in the bidding process. Competitiveness or to cartelize in the bidding process.

c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

3) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the

Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2) Forfeiture of EMD / Performance Guarantee / Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/blacklisting of the Bidder/Contractor as deemed unfit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly Signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 6 months after the completion of work under the contract or till the continuation of defect liability period (12 months),

whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, NHSRC.

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and Jurisdiction is the competent authority of the NHSRC of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

Article 9- Executive right:- NHSRC reserve rights to cancel/revoke/terminate the any part or complete tender at any time without citing reasons.

(For and on behalf of Competent Authority)

(For and on behalf of Bidder/Contractor)

WITNESSES:

1. (signature, name and address) 1. (signature, name and address)

2. (signature, name and address) 2..... (signature, name and address)

Place:

Place:

Dated:

Dated:

Competent Authority NHSRC New Delhi

LETTER OF TRANSMITTAL AND TENDER ACCEPTANCE

(On Bidder's Letter Head)

To

Principal Administrative Officer
National Health Systems Resource Centre (NHSRC)
NIHFW Campus, Baba Gang Nath Marg, Munirka, New Delhi -110067

Subject: CMC OF SUB-STATION INCLUDING TRANSFORMER AND VARIOUS PANELS (AMF____HT & LT)
INSTALLED AT NHSRC OFFICE.

Sir,

Having examined the details given in Press / Web Notice and NIT / Bid Document for the above work, I / we hereby submit the relevant information.

1. I / We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statement are true and correct.
2. I / We have furnished all information's and details necessary for eligibility and have no further pertinent information to supply.
3. I / we submit the requisite certified solvency certificate and authorize the Competent Authority National Health Systems Resource Centre (NHSRC), NIHFW Campus, Baba Gang Nath Marg, Munirka, New Delhi - 110067 to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorized Competent Authority National Health Systems Resource Centre (NHSRC), New Delhi -110067 to approach individuals, employers, firms and corporation to verify our competence and general reputation, if required.
4. I / we submit the following certificates in support of our overall suitability, technical competence for having successfully completed the following similar works for establishing our eligibility:

Sl.No.	Name of work Certificate from
1	<p>Certificate: It is certified that the information given in the enclosed eligibility bid are correct. It is also certified that I / We shall be liable to be debarred and disqualified for participating in the subject bid as well as in future in case any information furnished by me / us found to be incorrect by NHSRC.</p> <p>Enclosures :</p> <p>Signature(s) of Bidder (s)</p> <p>Date of Submission:</p> <p>Seal of Bidder</p> <p>State- Delhi</p>
2	<p>I/We have read and examined the notice Inviting Tender, Schedule, Specifications applicable, General Rules and Directions, Conditions of Contract, clauses of contract, special conditions, Schedule of Rate & other document and Rules referred to in the conditions of contract and all other contents in the tender document for the work. I/We hereby tender for the execution of the work specified for the NHSRC, New Delhi within the time specified in Schedule 'F' viz, schedule of quantities and in accordance in all respects with the specifications, designs, drawings</p>

	<p>and instructions in writing referred to in Rule-I of General Rules and Directions and in 1 of Clauses of contract and in respects in accordance with such conditions so far as applicable. We agree to keep the tender open for 75 days from the due date of submission thereof and not to make any modifications in its terms and conditions. A sum of Rs. 50,000.00 is hereby deposited in the form of NHSRC Challan at a Schedule Bank as earnest money. If I/we, fail to commence the work specified I/we agree that the said Competent authority, NHSRC or their nominees in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered. I/We hereby declare that I/we shall treat the tender documents drawings and other records connected with the work as secret/ confidential documents and shall not communicate information / derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the Organization. I/we agree that should I/we fail to commence the work specified in the above memorandum an amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited to the Organization and the same may at the option of the competent authority on behalf of the Competent authority be recovered without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/ us under this contract or otherwise. Dated</p> <p>Signature of Contractor Postal Address</p> <p>Witness:</p> <p>Address:</p> <p>Occupation:</p>
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ACCEPTANCE The tender for the work CMC OF SUB-STATION INCLUDING TRANSFORMER AND VARIOUS PANELS INSTALLED AT NHSRC, New Delhi as negotiated and provided in the letters mentioned here under) is accepted by me for and on behalf of the Competent authority for a sum of Rs. 50,000.00 (Rupees Fifty thousand only) The letters referred to below shall form part of this contract Agreement: -

- a)
- b)
- c)

For & on behalf of Competent authority

Dated

Signature

Designation –

PROFORMA OF SCHEDULES

(Operative Schedules to be supplied separately to each intending tenderer)

SCHEDULE 'A' Schedule of quantities enclosed. (As per Tender Document Part –II)**SCHEDULE 'B'** Schedule of materials to be issued to the contractor: **NIL****SCHEDULE 'C'** Tools and plants to be hired to the contractor; **NIL**

Sl. No.	Description	Hire charges per day	Place of issue

No tools & plants shall be hired to the Contractor by the NHSRC.

SCHEDULE 'D' Extra schedule for specific requirements/ document for the work, if any. - Nil –**SCHEDULE 'E'** Name of work: CMC OF SUB-STATION INCLUDING TRANSFORMER AND VARIOUS PANELS INSTALLED AT NHSRC, NEW DELHI.Estimated cost of work---: **Rs.08,00,000.00**(approx.)

- (i) Earnest Money----- **Rs.50,000/-**
(ii) Performance Guarantee---- 01 lacs or 7% of bid value
(iii) Security deposit----- -- 5% of tendered value

SCHEDULE 'F' General Rules & Directions Officer inviting tender Competent Authority:

- (i) Principal Administrative Officer, NHSRC: The PAO, NHSRC, who shall supervise and be In-charge of the work.
(ii) Accepting Authority: Competent authority
(iii) Percentage on cost of materials and labour to cover all overheads and profits: -NA-
(iv) Standard Schedule of Rates: Latest C.P.W.D. Delhi Schedule of Rates of relevant work with upto date correction slips issued up to the date of receipt of tender.
(v) Department: NHSRC, New Delhi

Clause 1

- (i) Time allowed for submission of performance guarantee from the date of issue of letter of acceptance, in days 15 days
(ii) Maximum allowable extension beyond the period provided in (i) above, in days 7 days

Clause 2 Authority for fixing compensation under clause 2 AC & RD**Clause 3** Number of days from the date of issue of letter of acceptance for reckoning date of start 22 days.Milestone(s) as per table given below: -

S.No.	Description of milestone (Physical)	Time allowed in days (from date of start)	Amount to be withheld in case of non-achievement of milestone	Time allowed for execution of work 12 Months for CMC	Authority to give fair and reasonable extension of time Competent authority

Clause 4 Gross work to be done together with net payment / adjustment of advances for material of collected, if any, since the last such payment for being eligible to interim payment. **-NA****Clause 5** Competent Authority for deciding reduced rates AC & RD Requirement of Technical Representative(s) and recovery rate

S.No	Minimum Qualification of Technical Representative Designation (Principal technical / Technical representative)	Minimum Experience Rate at which shall be made from the contractor in the event of not fulfilling provision of clause	As per requirement/ in accordance to HQ guidelines

1. Form of Performance Guarantee Bank Guarantee Bond in consideration of the Employees' State Insurance Corp. (hereinafter called 'The Organization') having offered to accept the terms and conditions of the proposed agreement between and (hereinafter called "the said contractor(s)" for the Work (hereinafter called" the said Agreement") having agreed to production of an irrevocable Bank Guarantee for Rs.1,00,000.00/-(Rupees one lac only) as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement. We (hereinafter referred to as "the Bank") hereby undertake to (Indicate the name of the Bank) pay to the Organization an amount not exceeding Rs.1,00,000.00/-(Rupees one lac only) on demand by the Organization.

2. We, do hereby undertake to pay the amounts due and payable (Indicate the name of the Bank) under this guarantee without any demure, merely on a demand from the Organization stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to amount not exceeding to Rs.1,00,000.00/-(Rupees one lac only).

3. We, the said bank further undertakes to pay the organization any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor (s) shall have no claim against us for making such payment.

4. We, further agree that the guarantee herein contained shall remain in full (Indicate the name of the Bank) force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the due of the Organization under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Principal Administrative Officer, NHSRC on behalf of the Organization certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor (s) and accordingly discharges this guarantee.

5. We further agree with the Organization that the Organization shall have (Indicate the name of the Bank) the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor (s) from time to time or to postpone for any time or form time to time any of the powers exercisable by the Organization against the said contractor (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relived from our liability by reason of any such variation, or extension being granted to the said Contractor (s) or for any forbearance, act of omission on the part of the Organization or any indulgence by the Organization to the said Contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor (s).

7. We lastly undertake not to revoke this guarantee except with the (Indicate the name of the Bank) previous consent of the Organization in writing.

8. This guarantee shall be valid up to unless extended on demand by the Organization. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.1,00,000.00/-(Rupees one lac only) and unless a claim in writing is lodged with us within six months of the date of the expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged. Dated the day of for (Indicate the name of the bank)

Contract Agreement**(To be signed between NHSRC and the Contractor on Non – Judicial Stamp Paper of minimum Rs. 100/-)**

This Agreement (hereinafter referred to as the “Contract Agreement”) is made on..... between National Health System Resource Centre, Munirka, New Delhi (hereinafter call the ‘Client’ or “NHSRC”, which expression shall unless repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns) of the One Part

and

M/s(hereinafter called the ‘Contractor’ which expression shall unless repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns) of the Other Part (the client and the Contractor are hereinafter collectively referred to as “Parties” and singly as “First Party and “Second Party” respectively).

Whereas

Name of work. **CMC OF SUB-STATION INCLUDING TRANSFORMER AND VARIOUS PANELS INSTALLED AT NHSRC**

A. The Contractor has participated in the bidding process (conducted by the Client through tendering mode) based on their professional expertise and having possessed the required technical competence and financial capability for fulfilling the requirements of the Client.

B. The Client after due evaluation of the bids has agreed to award the contract for the above work to M/ssubject to and on terms and conditions set forth in this Contract Agreement.

NOW THEREFORE, THE PARTIES HERETO HEREBY AGREE AND THIS CONTRACT WITNESSTH AS FOLLOWS:

1. **Definitions and Interpretation in the Contract:** The following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

(i) “Employer” means the NHSRC and the legal successors in title to NHSRC.

(ii) “PAO, NHSRC” means the person appointed by NHSRC to act as Principal Administrative Officer, NHSRC for the purposes of the Contract.

(iii) “Contractor” / bidders / Tenderer means an individual or firm (proprietary or partnership) whether incorporated or not, that has entered into contract (with the employer) and shall include his / its heirs, legal representatives, successors and assigns. Changes in the constitution of the firm, if any shall be immediately notified to the employer, in writing and approval obtained for continued performance of the contract.

(iv) Market Rate shall be the rate as decided by the PAO, NHSRC on the basis of the cost of the materials and labour at the site where the work is to be executed plus the percentage to cover all overheads and profits as mentioned in the Contract.

(v) “Contract” shall mean this Contract Agreement together with all appendixes and other relevant documents in accordance with the provisions contained in this regard in this Contract.

(vi) “Contract Price” shall mean the quoted price / amount by the Contractor in the financial bid and agreed between the Parties.

(vii) “Drawings” means all the completion drawings, calculations and technical information of a like nature provided by the PAO, NHSRC, to be Contractor under the Contract and all drawings, calculations, samples,

patterns, model Repair and Repair and Maintenance manuals and other technical information of a like nature submitted by the contractor and approved by the PAO, NHSRC, NHSRC.

(viii) "Bill of Quantities"" means the priced and completed bill of quantities Forming part of the tender / bid.

(ix) "Tender"" means the Contractor's priced offer to the Client for the execution and completion of the works and the remedying of any defects therein in accordance with the provisions of the contract, as accepted by the Letter of Acceptance. The work Tender is synonymous with "Bid" and the words "Tender Documents"" with "Bidding Documents".

(x) Client's Requirements shall mean the broad requirements of NHSRC set forth hereto and which in relation to the work, are required to be fulfilled and complied with by the Contractor in terms of this Contract.

(xi) General Conditions of Contract (GCC) shall mean the General Conditions of Contract as set forth in this Contract.

(xii) Particular Conditions of Contract (PCC) shall mean the particular conditions of Contract as set forth in this Contract.

2. Time for Completion of CMC: The CMC for 12 months (365days), the work shall be for a period as mentioned in Schedule "F" or as mentioned in the letter of commencement and shall start from the date issue of letter commencement and shall stand terminated after the expiry of time period unless it is mutually extended.

3. Extension of Time for Completion: The contract may be extended after satisfactory service on the written mutual consent of both Employer and Contractor for two years. However, employer reserves it's right to terminate Maintenance contract by giving 15 days' notice at any time during the currency of the contract if the services of the agency are not satisfactory as per the opinion of employer or it's representative. **No escalation payment shall be made by NHSRC** either during initial contract period of one year or in extended period and the work shall have carried out by the Contractor as the same price / cost as quoted by higher earlier under the ambit of the Contract Agreement.

4. The work shall mean the sum of the obligations and works to be performed and undertaken by the contractor including planning, safety precautions, required tools, tackles and plants and the completion of individual item of work in all respects under and in accordance with the Contract and shall include all materials and things to be supplied / done and services and activities to be performed or provided by or which may be reasonably implied there from and necessary for execution and completion of the work by the Contractor pursuant to and in accordance with this Contract.

5. No modifications or amendment to this Contract including any of the appendices hereto shall be valid and effectual unless expressly agreed as an amendment thereto and is in writing and dated and duly executed by the authorized representatives of the Parties thereto.

6. In the event of any conflict or inconsistency between any provision of this Contract Agreement and any of the Appendices, the provisions of this Contract shall prevail.

7. In the event of any conflict or inconsistency between any provisions of SCC and GCC, the provisions of SCC shall prevail.

8. This Contract Agreement and the following documents attached hereto shall be deemed to form an integral part of this Contract.

(i) Instructions for Bid Submission.

- (ii) Notice Inviting Tender.
- (iii) Information & Instructions to the Bidders.
- (iv) Integrity Pact / Agreement.
- (v) Letter of Transmittal & Tender Acceptance.
- (vi) Proforma of Schedules.
- (vii) Form of Performance Guarantee.
- (viii) Contract Agreement.
- (ix) General Conditions of Contract.
- (x) Particular Conditions of Contract.
- (xi) Technical Specifications
- (xii) List of Approved makes
- (xiii) Price Bid
- (xiv) Pre-bid minutes and corrigendum if any

9. This Contract Agreement and all the documents forming part of this Contract and related to this work, are to be taken as mutually explanatory and unless otherwise expressly provided in this Contract Agreement, the priority between this Contract Agreement and other documents forming part hereof shall, in the event of any conflict and inconsistency between them, be in the following order:

- (i) This Contract Agreement
- (ii) NHSRC Requirements
- (iii) SCC
- (iv) Financial Bid / BOQ
- (v) GCC

10. Execution of the CMC. The Contractor agrees and undertakes to execute the CMC work, complete in all respects and supply of operator under and in accordance with this Contract.

11. Rights and Obligations of the Parties

11.1 The mutual rights and obligations of the Client and the Contractor shall, without prejudice to the following, be as set forth in the Contract:

(a) In consideration of the payments agreed to be made by the Client to the Contractor as set forth in this Contract, the Contractor hereby covenants with the Client and agrees and undertakes to perform the Works including planning, designing, and executing the whole or part of the work by using required tools, tackles and plants and by observing due safety precautions for completing the assignment / the work in all respects with due diligence and to remedy any defects or deficiencies therein, in accordance with the provisions of the Contract ;

and

(b) The Client hereby covenants to pay to the Contractor in consideration of his performance in terms and under this Contract, the contract price at the times and in the manner prescribed in the Contract.

11.2 With reference to the Contract Price, the Contractor acknowledges and confirms that

- (i) The price quoted by the Contractor in the financial bids to this Contract are firm and fixed and not subject to any escalation and is inclusive of all applicable taxes, levies, cess etc. otherwise exclusively illustrated in the offer of NIT.
- (ii) All taxes on the income of the Contract shall be borne and be the liability of the Contractor and the Client shall not be liable for the same in any manner whatsoever.

12. Effective Date: The Contract shall be effective on and from the date on which all of the following conditions have been fulfilled:

- (i) Furnishing of the Performance Guarantee by the Contractor to the Client in accordance with clauses of contract; and
- (ii) Singing of the Contract Agreement by the Client and the Contractor.

13. DISCLAIMER It is expressly understood and agreed by and between the Contractor and the client that the Client is entering into this Contract solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Contract and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the Client is an Independent Legal entity (Autonomous body of MoHFW) with power and authority to enter into contracts solely on its own account under the applicable laws. The Contractor expressly agrees, acknowledges and understands that the Client is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, the Contractor expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this Contract and covenants not to sue the Government of India as to any claim, cause of action or thing whatsoever arising out of or under this Contract.

14. Executive right:- NHSRC reserve rights to cancel/revoke/terminate the any part or complete contract at any time without citing any reasons.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of NHSRC

.....

Name :
 Designation :
 Address :
 Official Seal
 Witness :
 Signature :.....
 Name :
 Address :

For an on behalf of Contractor

.....

Name :
 Post :
 Address :
 Official Seal
 Witness :
 Signature :
 Name :
 Address :

GENERAL CONDITIONS OF CONTRACT (GCC)**General Rules & Directions**

1. In the event of tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act' 1952.
2. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm in which case the receipts must be signed in the name of the firm by one of the partners or by some other person having due authority to give effectual receipts for the firm.
3. Any person who submits a tender shall fill up the bid, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates will be summarily rejected.
4. The officer inviting tender or his duly authorized assistant, will open tenders in the presence of intending contractors who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other related documents. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor remitting the same, without any interest.
5. The ED, NHSRC shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
6. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement or payment to the officer inviting tender and the contractors shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorized cashier.
7. The memorandum of work tendered for and the schedule of materials to be supplied by the NHSRC and their issue-rates, shall be filled and completed in the office of the officer inviting tender before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.
8. The tenderers shall sign a declaration under the officials Secret Act 1923, for maintaining secrecy of the tender document drawings or other records connected with the work given to them.
9. In the case of percentage rate Tenders, only rates quoted above / below for items shall be considered. The bids of the bidders quoted below rates shall summarily be rejected. Rates quoted by the contractor in percentage rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise provided be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In the event no rate has been quoted for any item (s), leaving space both in figure(s), word (s), and amount blank, it will be presumed that the contractor has included the cost of this/these item (s) in other items and rate for such items (s) will be considered as zero and work will be required to be executed accordingly.

10. In the case of any tender where unit rate of any item/ items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.

11. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Principal Administrative Officer, NHSRC shall be communicated in writing to the Principal Administrative Officer, NHSRC .

12. The contractor shall give a list of employees of NHSRC related to him.

13. The tender for the work shall not be witnessed by a contractor who himself / themselves has / have tendered or who may and has / have tendered for the same work. Failure to observe this condition, would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.

14. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the ED, NSHRC may in his discretion without prejudice to any other right or remedy available in law cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

15. Item/items of same nomenclature may appear under different sub-heads in this tender. The contractor has to ensure that for such identical items, the rates quoted are same at all the places. In case any variation in the quoted rates is found for such items, the lowest of all such quoted rates will be taken as the tendered rate for that particular item, and the tender will be evaluated accordingly.

GENERAL CONDITIONS OF CONTRACT CONDITIONS AND CLAUSES OF CONTRACT

Definitions:

1. The contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the competent authority, NHSRC and the Contractor together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Principal Administrative Officer, NHSRC / Architects and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

2. In the contract, the following expressions shall, unless the context otherwise requires have the meanings, hereby respectively assigned to them: -

i). The expression works or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

ii). The site shall mean the land/ or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.

iii). The contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.

iv). The competent authority, NHSRC means ED, NHSRC or their nominees also.

v). Competent authority means the ED, NHSRC.

vi) The Principal Administrative Officer, NHSRC the PAO, NHSRC, of NHSRC who shall supervise and be in-charge of the work.

vii). Architect means the Architect appointed by NHSRC, Munirka, New Delhi.

viii) Centre means the Place of work.

- ix). Department means NHSRC .
- x) Government means Govt of India or Govt. of NCT Delhi as applicable.
- xi) Accepting authority shall mean the authority who accepts the tender.
- xii) Excepted Risk are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of organization, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Organization of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to organization faulty design of works.
- xiii). Market Rate shall be the rate as decided by the Principal Administrative Officer, NHSRC on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule `F' to cover, all overheads and profits.
- xiv). Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates mentioned in Schedule `F' hereunder, with the amendments thereto issued up to the date of receipt of the tender.
- xv). District Specifications means the specifications followed by the State Govt in the area where the work is to be executed.
- xvi). Tendered value means the value of the entire work as stipulated in the letter of award.

3. Scope & Performance Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

4. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

5. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications. Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

6. Works to be carried out: -The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and in the full and entire execution and completion of the works. The descriptions given in the Schedule of quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

7. Sufficiency of Tender: -The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and the rates and price quoted in the Schedule of Quantities, which rates and prices shall except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

8. Discrepancies and Adjustment of Errors: -The several documents forming the contract are to be taken as mutually explanatory of one another; detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General conditions.

8.1 Any error in description, quantity or rate in Schedule of quantities or any omission therefrom shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

9. Signing of Contract: - The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority shall, within 15 days from the stipulated date of start of the work sign the contract consisting of the notice inviting tender, all the documents if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

GENERAL CONDITIONS OF CONTRACT CLAUSES OF CONTRACT

Clause – I Performance Guarantee

i) The contractor shall submit an irrevocable Performance Guarantee of 10% (Ten Percent) for SR works and 5% for ARM works respectively of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the ED, NHSRC up to a maximum period as specified in Schedule 'F' on written request of the contractor stating the reason for delays in procuring the Bank Guarantee, to the satisfaction of the Principal Administrative Officer, NHSRC/Executive Director, NHSRC. This Guarantee shall be in the form of Demand draft / Pay Order / Banker Cheque / FDR of scheduled bank / Treasury Challan in favour of "NHSRC" or Bank Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto payable at New Delhi. In case a fixed deposit receipt of any bank is furnished by the contractor to the organization as part of the performance guarantee and the bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the organization to make good the deficit.

ii) The performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time of completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.

iii) The organization shall not make a claim under the Performance guarantee except for amounts to which the organization is entitled under the contract (notwithstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

(a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the organization may claim the full amount of the Performance Guarantee.

(b) Failure by the contractor to pay to the Organization any amount due, either as agreed by the contractor or determined under any of the clauses/conditions of the agreement, within 30 days of the service of notice to this effect by Principal Administrative Officer, NHSRC.

iv) In the event of the contract being determined or rescinded under provision of any of the clause/condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Organization.

Clause – 1 A Recovery of Security Deposit: - The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Organization at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of the gross amount of each running bill and final bill for **ARM works** only till the sum will amount to security deposit @ 2.5% of the tendered value of the work. Such deductions will be made and held by NHSRC by way of Security Deposit unless he/ they has/have deposited the amount of Security at the rate mentioned above or in the form of Demand draft / Pay Order / Banker Cheque / FDR of scheduled bank / Treasury Challan in favour of "NHSRC" or Bank Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the NHSRC as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the NHSRC to make good the deficit. All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may

become due to the contractor by Organization on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in form of Demand draft / Pay Order / Banker Cheque or fixed deposit receipt tendered by the State Bank of India or by Scheduled Bank endorsed in favor of the Organization, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest money if deposited in cash at the time of tenders will be treated a part of the Security Deposit.

Note – 1: Government papers tendered as security will be taken at 5% (five percent) below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the PAO, NHSRC/ED, NHSRC at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.

Note – 2: Government Securities will include all forms of Securities mentioned in rule No. 274 of the G.F Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

Note - 3: Note 1 & 2 above shall be applicable for both clause 1 & 1 A

Clause -2 Compensation for Delay:- If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the Organization on account of such breach, pay as agreed compensation the amount calculated at the rate of 2.5% (Two decimal five percent) per week as the Competent authority of NHSRC (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed month (as applicable) that the progress remains below that specified in Clause 5 or that the work remains in-complete. This will also apply to items or group of items for which a separate period of completion has been specified. Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Tendered Value of work. The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Organization. In case, the contractor does not achieve a particular milestone mentioned in Schedule 'F', or the re-scheduled milestone (s) in terms of clause 5.4, the amount shown against that milestone shall be withheld to be adjusted against the compensation levied at the final grant of Extension of Time. Withholding of this amount on failure to achieve a milestone shall be automatic, without any notice to the contractor. However, if the contractor catches up with the progress of the work, on the subsequent milestone (s), with the held amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone (s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

Clause – 3 When Contract can be determined: - Subject to other provisions contained in this clause the COMPETANT AUTHORITY, NHSRC may, without prejudice to his any other rights or remedy against the contractor in respect of any kind of breach, delay, inferior workmanship, any claims for damages and/ or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

i) If the contractor having been given by the Competent authority a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.

ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence and continues to do so after a notice in writing of seven days from the Competent authority.

iii) If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Competent authority without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the

opinion of Competent authority the contractor will be unable to complete the same or does not complete the same within the period specified.

iv) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Competent authority.

v) If the contractor shall offer or give or agree to give to any personnel/staff in NHSRC or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government.

vi) If the contractor shall enter into a contract with Government in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the COMPETANT AUTHORITY.

vii) If the contractor had secured the contract with Government as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.

viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.

ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.

xi) If the contractor assigns, (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the COMPETANT AUTHORITY. When the contractor has made himself liable for action under any of the cases aforesaid, the COMPETANT AUTHORITY, NHSRC shall have powers:

a) To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination notice in writing to the contractor under the hand of the Executive Director/Principal Administrative Officer, NHSRC, NHSRC shall be conclusive evidence). Upon such determination, the Earnest Money Deposit Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the government.

b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work. In the event of above courses being adopted by the COMPETANT AUTHORITY, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the PAO, NHSRC, –in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

Clause – 3A; In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time of completion of the work or one month whichever is more, either party

may close the contract by giving notice to the other party stating reasons. In such eventuality, the Earnest Money Deposit and the Performance Guarantee of the Contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all.

Clause – 4 Contractor liable to pay compensation even if action not taken under clause 3 :- In any case in which any of the powers conferred upon the COMPETANT AUTHORITY by Clause – 3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the COMPETANT AUTHORITY putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the COMPETANT AUTHORITY which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the COMPETANT AUTHORITY) all or any tools plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates or, in the case of these not being applicable, at current market rates to be certified by the PAO, NHSRC, NHSRC whose certificate thereof shall be final, and binding on the contractor otherwise the COMPETANT AUTHORITY by notice in writing may order the contractor or his clerk of the works, foreman or other authorized agent to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the COMPETANT AUTHORITY may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Principal Administrative Officer, NHSRC as to the expenses of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

Clause – 5 Time and Extension for delay: - The time allowed for execution of the Works as specified in Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from the time period as mentioned in letter of award after the date on which the COMPETANT AUTHORITY issues written orders to commence the work or from the date of handing over of the site whichever is later. If the contractor commits default in commencing the execution of the work as aforesaid Organization shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money absolutely.

5.1 As soon as possible after the contract is concluded the contractor shall submit a Time and Progress Chart for each milestone and get it approved by the PAO, NHSRC, -in -charge. The chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the COMPETANT AUTHORITY and the contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in schedule 'F'.

5.2 If the work(s) be delayed by :-

- i). Force majeure or
- ii). Abnormally bad weather, or
- iii). Serious loss or damage by fire or
- iv). Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or.
- v). Delay on the part of other contractors or tradesmen engaged by COMPETANT AUTHORITY in executing work not forming part of the contract or.
- vi). Any other cause which, in the absolute discretion of the authority mentioned in schedule 'F' is beyond the contractor's control. Then upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the COMPETANT AUTHORITY but shall nevertheless use

constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the COMPETANT AUTHORITY to proceed with the works.

5.3 Request for rescheduling of milestones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form. The contractor may also, if practicable, indicate in such a request the period for which extension is desired.

5.4 In any such case the Competent Authority of the NHSRC may give a fair and reasonable extension of time and reschedule the milestones for completion of work. Such extension shall be communicated to the contractor by the COMPETANT AUTHORITY of the NHSRC in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the COMPETANT AUTHORITY and this shall be binding on the contractor.

Clause – 6 Measurements of Work Done: - PAO, NHSRC, NHSRC shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract. All measurements of all items having financial value shall be entered in Measurement Book and/ or level field book so that a complete record is obtained of all works performed under the contract. All measurements and levels shall be taken jointly by the PAO, NHSRC, or in- Charge or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Principal Administrative Officer, NHSRC or his authorized representative and the contractor or his authorized representative in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by the concerned parties. If for any reason the contractor or his authorized representative is not available and the work of recording measurements is suspended by the PAO, NHSRC/ in- Charge or his representative, the PAO, NHSRC/ in- Charge and the department shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurements, then such measurements recorded in his absence by the PAO, NHSRC/ in- Charge or his representative shall be deemed to be accepted by the Contractor. The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels. Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant `Standard method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed. The contractor shall give not less than seven days' notice to the PAO, NHSRC/ in- Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the PAO, NHSRC/ in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the PAO, NHSRC/ in- Charge's consent being obtained in writing the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed. Principal Administrative Officer, NHSRC or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels. It is also a term of this contract that recording of measurements of any item of work in the measurement book and/ or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defect liability period.

Clause – 7 Payment on intermediate certificate to be regarded as advances: -The interim or running account bills shall be submitted by the contractor for the work executed on the basis of recorded measurements on the format of the Organization in triplicate on or before the date of every month fixed for the same by the Principal Administrative Officer, NHSRC. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment / adjustment of advances for material collected, if any, since the last such payment is less than Rs. Five lakhs in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Principal Administrative Officer, NHSRC shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Principal Administrative Officer, NHSRC shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Principal Administrative Officer, NHSRC certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Principal Administrative Officer, NHSRC. All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Principal Administrative Officer, NHSRC relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate (s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/ are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Principal Administrative Officer, NHSRC under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract. Pending consideration of extension of date of completion interim payments shall continue to be made as herein provided, without prejudice to the right of the department to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

Clause – 8 Completion certificate and completion plans :- Within ten (10) days of the completion of the work, the contractor shall give notice of such completion to the Principal Administrative Officer, NHSRC and within thirty (30) days of the receipt of such notice the Principal Administrative Officer, NHSRC shall inspect the work and if there is no defect in the work shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/ their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof, and not until the work shall have been measured by the Principal Administrative Officer, NHSRC. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning of dirt on or before the date fixed for the completion of work, the Principal Administrative Officer, NHSRC may at the expense of the contractor remove such scaffolding surplus materials and rubbish etc. and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause 8A Contractor to keep site clean :- The splashes and droppings from white washing, color washing, painting etc. on walls, floor windows etc. shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc where the work is done without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the PAO, NHSRC, - in-charge shall have the right to get

this work done at the cost of the contractor either departmentally or through any other agency. Before taking such action, the Principal Administrative Officer, NHSRC shall give ten days' notice in writing to the contractor.

Clause 8 B Completion plans to be submitted by the Contractor: - The contractor shall submit five sets of completion plans within thirty days of the completion of the work along with soft copy. In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum equivalent to 2.5% of the value of the work subject to ceiling of Rs. 1,00,000/- (Rupees One Lakhs Only) as may be fixed by COMPETANT AUTHORITY, NHSRC concerned and in this respect the decision of the COMPETANT AUTHORITY, NHSRC shall be final and binding on the contractor.

Clause 9 Payment of final bill: - The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Principal Administrative Officer, NHSRC whichever is earlier. The contractor shall make no further claims after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by NHSRC, will as far as possible be made within six months from the date of receipt of the bill by the NHSRC or his authorized representative.

Clause 10A Materials to be provided by the contractor: - The contractor shall at his own cost provide all materials required for the works. The contractor shall, at his own expense and without delay, supply to Principal Administrative Officer, NHSRC samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Principal Administrative Officer, NHSRC furnish proof, to the satisfaction of the Principal Administrative Officer, NHSRC that the materials so comply. The Principal Administrative Officer, NHSRC shall **within five days** of supply of samples or within five days of the receipt of test result intimate to the contractor in writing whether samples are approved by him or not. If samples are not approved the contractor shall forthwith arrange to supply to the Principal Administrative Officer, NHSRC for his approval fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specification, approval of the Principal Administrative Officer, NHSRC shall be issued after the test results are received. The contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the PAO, NHSRC/in-charge. The contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials. The contractor shall at his risk and cost make all arrangements and shall provide all facilities as the Principal Administrative Officer, NHSRC may require for collecting and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the PAO, NHSRC/in-charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Principal Administrative Officer, NHSRC or his authorized representative and Architect shall at all times have access to the work and to all such workshops and places where work is being prepared or from where materials manufactured articles, or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access. The Principal Administrative Officer, NHSRC/in-charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default the Principal Administrative Officer, NHSRC/in-charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Principal Administrative Officer, NHSRC shall also have full powers to require other proper materials to be substitute thereof and in case of default the Principal Administrative Officer, NHSRC/in-charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the contractor.

Clause 10 B Secured Advance on Non-perishable Materials: - The contractor, on signing an indenture in the form to be specified by the Principal Administrative Officer, NHSRC/in-charge shall be entitled to be paid during the progress of the execution of the work upto 75% of the assessed value of any materials which are in the opinion of the Principal Administrative Officer, NHSRC non-perishable, nonfragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/ or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work the amount of such advance shall be recovered/ deducted from the next payment made under any of the clause or clauses of this contract. Such secured advance shall also be payable on other items of perishable nature, fragile and combustible with the approval of the ED/Principal Administrative Officer, NHSRC provided the contractor provides a comprehensive insurance cover for the full cost of such materials. The decision of the PAO, NHSRC/in-charge shall be final and binding on the contractor in this matter. No secured advance, shall however, be paid on high-risk materials such as ordinary glass, sand, petrol, diesel etc.

Clause – 10 C : - Payment on account of increase in prices / wages due to statutory order(s) If after submission of the tender, the wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order and such increase in wages prevailing at the time of the last stipulated date for receipt of the tenders including extensions if any for the work, and the contractor thereupon necessarily and properly pays such increased wages then the amount of the contract shall accordingly be varied and provided further that any such increase shall not be payable if such increase has become operative after the stipulated date of completion of the work in question. If after submission of the tender, wages of labour is decreased as a direct result of the coming into force of any fresh law statutory rules or order and such decrease in the wages prevailing at the time of receipt of the tender for the work, Organization shall in respect of labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the wages of labour on the coming into force of such law, statutory rule or order. The contractor shall, for the purpose of this condition, keep such books of account and other documents as are necessary to show the amount of any increase claimed or reduction available and shall allow inspection of the same by a duly authorized representative of the Government, and further shall, at the request to the Principal Administrative Officer, NHSRC may require any documents so kept and such other information as the Principal Administrative Officer, NHSRC may require. The contractor shall, within a reasonable time of his becoming aware of any alteration in the wages of labour, give notice thereof to the Principal Administrative Officer, NHSRC stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply.

Clause - 10D Dismantled material Organization Property: - The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc as NHSRC's property and such materials shall be disposed off to the best advantage of NHSRC according to the instructions in writing issued by the Principal Administrative Officer, NHSRC .(except lift material for which salvage value has been given in Price bid)

Clause – 11 Work to be executed in accordance with specifications, drawings, orders etc.: - The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with CPWD Specifications for Electrical works

Part-I, 2005,

Part-II for External Electrical works and

Part –III Lifts & Escalators 2003 with upto date correction slips.

The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Principal Administrative Officer, NHSRC and the contractor

shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works Department specified in schedule 'F' or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract. The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction. Clause 12 : Deviations/Variations Extent and Pricing: - The COMPETANT AUTHORITY shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of nonavailability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the COMPETANT AUTHORITY and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided. 48 12.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows – i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus. ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Principal Administrative Officer, NHSRC . 12.2 In the case of extra item(s) being the schedule items (Delhi Schedule of Rates items), these shall be paid as per schedule rate plus cost index (if applicable as mentioned in schedule - F) plus/minus percentage above/below quoted contract amount. Payment of extra items in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate. In the case of Substitute Item(s) being the schedule items (Delhi Schedule of Rates items), these shall be paid as per the schedule rate plus cost index (at the time of tender) plus/minus percentage above/ below quoted contract amount. Payment of Substitute in case of nonschedule items (Non-DSR items) shall be made as per the prevailing market rate. In the case of contract items, which exceed the limits laid down in schedule F, the contractor shall be paid rates at Agreement rate / Market rate whichever is lower. 12.3 The contractor shall send to the NHSRC once every three months an upto date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Principal Administrative Officer, NHSRC which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the COMPETANT AUTHORITY may authorize consideration of such claims on merits. 12.4 Any operation incidental to or necessarily has to be in contemplation of tenderer while filling tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations. Clause 13 Foreclosure of Contract due to Abandonment or Reduction in Scope of Work: - If at any time after acceptance of the tender or during the progress of work, the purpose or object for which the work is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope the NHSRC shall give notice in writing to that effect to the contractor stating the decision as well as the cause for such decision and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works. The contractor shall be paid at contract rates full amount for works executed at site and in addition, a reasonable amount as certified by the Principal Administrative Officer, NHSRC for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure:- i) Any expenditure incurred on preliminary site work, e.g. temporary access roads,

temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks. ii) NHSRC shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however NHSRC shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by NHSRC, cost of such materials as detailed by NHSRC shall be paid. The cost shall, however, take into account purchase price, cost of transportation and 49 deterioration or damage which may have been caused to materials whilst in the custody of the contractor. iii) If any materials supplied by NHSRC are rendered surplus, the same except normal wastage shall be returned by the contractor to NHSRC at rates not exceeding those at which these were originally issued, less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to NHSRC stores, if so required by NHSRC, shall be paid.

iv) Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.

v) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary. The contractor shall, if required by the PAO, NHSRC/ in-Charge, furnish to him, books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition. The reasonable amount of items on (i), (iv) and (v) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the Government as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the Principal Administrative Officer, NHSRC shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the Government from the contractor under the terms of the contract.

Clause – 14 If contractor:

i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 working days in this respect from the NHSRC; or

ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 working days even after a notice in writing is given in that behalf by the NHSRC; or Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the NHSRC. The COMPETANT AUTHORITY shall on such cancellation by the Accepting Authority have powers to :

a) take possession of the site and any materials, constructional plant, implements, stores etc., thereon; and/or

b) carry out the incomplete work by any means at the risk and cost of the contractor. On cancellation of the contract in full or in part, the COMPETANT AUTHORITY shall determine the amount, if any, is recoverable from the contractor for completion of the works or part of the works or in case the works or part of the works is not to be completed, the loss or damage suffered by NHSRC. In determining the amount, credit shall be given to the contractor for the value of the work executed by him upto to time of cancellation, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. Any excess expenditure incurred or to be incurred by NHSRC in completing the works or part of the works or the excess loss or damages suffered or may be suffered by NHSRC as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to NHSRC in law be recovered from any moneys due to the contractor on any account, and if such moneys are not 50 sufficient the contractor shall be called upon in writing and shall be liable to pay the same within 30 days. If the contractor shall fail to pay the required sum within the aforesaid period of 30 days the COMPETANT AUTHORITY shall have the right to sell any or all of the contractor's unused materials, constructional plant, implements, temporary

buildings, etc and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractor under the contract and if thereafter there be any balance outstanding from the contractor, it shall be recovered in accordance with the provisions of the contract. Any sums in excess of the amounts due to the NHSRC and unsold materials, constructional plant, etc. shall be returned to the contractor, provided always that if cost or anticipated cost of completion by NHSRC of the works or part of the works is less than the amount which the contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the contractor.

Clause - 15 Suspension of work

i) The contractor shall, on receipt of the order in writing of the COMPETANT AUTHORITY, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the COMPETANT AUTHORITY may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons :

a) On account of any default on the part of the contractor or
b) for proper execution of the works or part thereof for reasons other than the default of the contractor or
c) for safety of the works or part thereof the contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the COMPETANT AUTHORITY.

ii) If the suspension is ordered for reasons (b) and (c) in sub-para (I) above:

a) The contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25% for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part and

b) If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the COMPETANT AUTHORITY may consider reasonable in respect of salaries and/ or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor. Provided the contractor submits his claim supported by details to the COMPETANT AUTHORITY within fifteen days of the expiry of the period of 30 days.

iii). If the works or part thereof is suspended on the orders of the COMPETANT AUTHORITY for more than three months at a time, except when suspension is ordered for reason (a) in sub-para (I) above, the contractor may after receipt of such order serve a written notice on the COMPETANT AUTHORITY requiring permission within fifteen days from receipt by the COMPETANT AUTHORITY of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only, a part of the works as an omission of such part by the NHSRC or where it affects whole of the works, as an abandonment of the works by the NHSRC, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the COMPETANT AUTHORITY. In the event of the contractor treating the suspension as an abandonment of the contract by the NHSRC, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the COMPETANT AUTHORITY may consider reasonable, in respect of salaries and/ or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the COMPETANT AUTHORITY within 30 days of the expiry of the period of 3 months.

Clause 16 Action in case work not done as per specifications: - All works under or in course of execution or executed in pursuance of the contract shall at all times be open and accessible to the inspection and supervision of the COMPETANT AUTHORITY, his authorized subordinates in charge of the work / architect and all the superior officers of the NHSRC and the Chief Technical examiner's office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions

or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself. If it shall appear to the Principal Administrative Officer, NHSRC or his authorized subordinates in charge of the work or to the Architect or the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract the contractor shall, on demand in writing which shall be made within six months of the completion of the work from the Principal Administrative Officer, NHSRC specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Principal Administrative Officer, NHSRC in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under Clause 2 above of the contract (for non-completion of the work in time) for this default. In such case the Principal Administrative Officer, NHSRC may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the COMPETANT AUTHORITY may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/ or get it and other connected and incidental items rectified, or removed and re- executed at the risk and cost of the contractor. Decision of the COMPETANT AUTHORITY to be conveyed in writing in respect of the same will be final and binding on the contractor.

Clause – 17 Contractor Liable for damages, defects during maintenance period: - If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road curb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever of if any defect, shrinkage or other faults appear in the work within twelve months (6 months in the case of any work other than road work costing Rs. 1,00,000/- and below) after a certificate final or otherwise its completion shall have been given by the COMPETANT AUTHORITY as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.

Clause 18 Contractor to Supply Tools & Plants etc.: - The contractor shall provide at his own cost all materials, plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Principal Administrative Officer, NHSRC as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage thereof to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Principal Administrative Officer, NHSRC at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

Clause 18A Recovery of compensation paid to workman: - In every case in which by virtue of the provisions sub-section (1) of section 12, of the Workmen's Compensation Act, 1923, NHSRC is obliged to pay compensation to a workman employed by the contractor, in execution of the works, NHSRC will recover from the contractor for the amount of the compensation so paid ; and, without prejudice to the rights of the NHSRC under sub-section (2) of Section 12, of the said Act, NHSRC shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by NHSRC to the contractor whether under this contract or otherwise. NHSRC shall not be bound to contest any claim made against it under sub-section (1) Section 12, of the said Act, except on the written request of the contractor and upon his giving to NHSRC full security for all costs for which NHSRC might become liable in consequence of contesting such claim.

Clause 18 B Ensuring Payment and Amenities to Workers if Contractor fails: - In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, NHSRC is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act the Rules framed by NHSRC from time to time for the protection of health and sanitary arrangements for workers employed by NHSRC Contractors, NHSRC will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the NHSRC under sub-section (2) of Section 20 and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, NHSRC shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by NHSRC to the contractor whether under this contract or otherwise NHSRC shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the NHSRC full security for all costs for which NHSRC might become liable in contesting such claim.

Clause 19 Labour Laws to be complied by the Contractor: - The contractor shall obtain a valid license under the Contract Labour (R & A) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules 1971, before the commencement of the work, and continue to have a valid license 54 until the completion of the work. The contractor shall also abide by the Provisions of Child Labour (prohibition and Regulation) Act, 1986. The contractor shall also comply with the provisions of the building and other construction workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Welfare Cess Act, 1996. The Contractor shall also abide the provisions of Contract Labour (Regulations and Abolition) Act 1970 and the Contract Labour Regulation & Abolition Central Rules 1971. Any failure to fulfil this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of the work. The Contractor shall also abide by the provisions of child labour (Prohibition and Regulations) Act, 1986.

CLAUSE 20: Minimum Wages Act to be complied with: The Contractor shall comply with all the provision of the Minimum Wages Act, 1948, amended from time to time and rules framed thereunder and other labour laws affecting contract labour that may be brought from time to time.

CLAUSE 21: Work not to be sublet. Action in case of insolvency the Contract shall not be assigned or sublet without the written approval of the COMPETANT AUTHORITY and if the contractor shall assign or sublet his contract, or attempt to do so or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor, or any of his servants or agent to any public officer or persons in the employ of NHSRC in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the COMPETANT AUTHORITY, NHSRC on behalf of the corporation Member of NHSRC shall have power to adopt any of the courses specified in Clause 3 hereof as he may deem best suited to the interest of the NHSRC and in the event of any of these courses being adopted the consequences specified in the said Clause 3 shall ensure.

CLAUSE 22: All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the NHSRC without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

CLAUSE 23: Changes in firm's constitution to be intimated Where the Contractor is a partnership firm, the previous approval in writing, of the COMPETANT AUTHORITY shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid, shall likewise, be obtained before the Contractors enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaken by the Contractor. If previous approval, aforesaid, is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken and the same consequences shall ensue as provided in the said Clause 21.

CLAUSE 24: Directions for execution of works. All works to be executed under the contract shall be executed under the direction and subject to the approval of the COMPETANT AUTHORITY of the NHSRC who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

CLAUSE 25: Settlement of Disputes & Arbitration Except where otherwise provided in the contract all questions and all disputes relating to the meaning of the specification, design, drawings and instructions here - in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be referred for adjudication through arbitration by a sole arbitrator appointed by the COMPETANT AUTHORITY of NHSRC or if there be no COMPETANT AUTHORITY of the NHSRC, the officiating or administrative head of the said Organization. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is a term of this contract that the party invoking Arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the COMPETANT AUTHORITY of the NHSRC of the appeal. It is also a term of this contract that no person other than a person appointed by such COMPETANT AUTHORITY of the NHSRC or the administrative head as aforesaid should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all. It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Principal Administrative Officer, NHSRC that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the NHSRC shall be discharged and released of all liabilities under the contract in respect of these claims. The arbitration shall be conducted in accordance with the provisions of the Arbitration and conciliation Act. 1996, (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause. It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and, in all cases, where the total amount of the claims by any party exceeds Rs.1,00,000/- the arbitrator shall give reasons for the award. It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the

award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

CLAUSE 26 Contractor to Indemnify NHSRC against patent Rights; The Contractor shall fully indemnify and keep indemnified the Board of Governors of the NHSRC against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part of thereof included in the Contract. In the event of any claims made under or action brought against NHSRC in respect of any such matter as aforesaid the Contractor shall be immediately notified thereof and the Contractor shall be at liberty at his own expense, to settle any dispute or to conduct any litigation that may arise there from. Provided that the Contractor shall not be liable to indemnify the Board of Governors of the NHSRC if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the PAO, NHSRC, in Charge in this behalf.

CLAUSE 27 : Lump sum Provision in Tender; When the estimate on which a tender is made includes lump sum in respect of parts of the work, the Contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates, as are payable under this contract for such items, or if the part of the work in question is not in the opinion of the Principal Administrative Officer, NHSRC payable of measurement, the Principal Administrative Officer, NHSRC may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Principal Administrative Officer, NHSRC shall be final and conclusive against the Contractor with regard to any sum payable to him under the provisions of the clause.

CLAUSE 28: Action Where no specifications are Specified. In case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standard Specifications. In case there is no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturer's specifications, if not available then as per District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the PAO, NHSRC /in-Charge.

CLAUSE 29 : With-holding and lien in respect of Sums due from Contractor

(i) Whenever any claim, for payment of a sum of money arises out of or under the contract or against the contractor, the NHSRC shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the NHSRC shall be entitled to withhold the security deposit, if any furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the NHSRC shall be entitled to withhold and have lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the COMPETANT AUTHORITY pending finalization of adjudication of any such claim. It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the NHSRC will be kept withheld or retained as such by the NHSRC till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause where the contractor is a partnership firm or a limited company, the NHSRC shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/ limited company as the case may be, whether in his individual capacity or otherwise.

(ii) NHSRC shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of

any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for NHSRC to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by NHSRC to the contractor, without any interest thereon whatsoever. Provided that the NHSRC shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the NHSRC on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Principal Administrative Officer, NHSRC.

CLAUSE 30 : Lien in respect of claims in other Contracts; Any sum of money due and payable to the Contractor (including security deposit returnable to him) under this contract may be withheld or retained by way of lien by the NHSRC or any other contracting person or persons through Principal Administrative Officer, NHSRC against any claim of the NHSRC or such other person or persons in respect of payment of a sum of money arising out of or under any other Contract made by the Contractor with the NHSRC or with such other person or persons. It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the NHSRC will be kept withheld or retained as such by the NHSRC or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

CLAUSE 31 : Water supply; Water supply shall be made available by Dept. at one point. This will be subject to the condition that the water used by the contractor(s) shall be fit for construction purposes water meter to be fixed by contractor before work and the water bill will be deducted from final invoices.

CLAUSE 32: Alternate water arrangement There will be no alternate water source except Government supply.

CLAUSE 33 : Return of Surplus materials; Notwithstanding anything contained to the contrary in this contract, where any materials for the execution of the contract are procured with the assistance of NHSRC either by issue from NHSRC stocks or purchase made under orders or permits or licenses issued by NHSRC the contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose of them without the written permission of the NHSRC and return, if required by the Principal Administrative Officer, NHSRC, all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited such price as the Principal Administrative Officer, NHSRC shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the amount charged to him excluding the element of storage charges. The decision of the PAO, NHSRC / in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition the contractor shall in addition to throwing himself open to action for contravention of the terms of the license or permit and / or for criminal breach of trust, be liable to NHSRC for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

CLAUSE 34: Plant & Machinery: The contractor shall arrange at his own expense all tools, plant, machinery and equipment.

CLAUSE 35: Levy/Taxes payable by Contractor.

i) GST, Building and other Construction Workers cess or any other tax levy or cess in respect of input or output by this contract shall be payable by the Contractor and NHSRC shall not entertain any claim whatsoever in this respect.

ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.

iii) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the NHSRC to the State Government, Local authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the NHSRC and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

CLAUSE 36: Termination of Contract on death of contractor ; Without prejudice to any of the rights or remedies under this contract if the contractor dies, the COMPETANT AUTHORITY General on behalf of the corporation Member of the NHSRC shall have the option and right of terminating the contract without compensation to the contractor.

CLAUSE 37 NOTE: By the term “near relatives” is meant wife, husband, parents and grandparents, children and grandchildren, brothers and sisters, uncles, aunts and cousins and their corresponding inlaws.

CLAUSE 38: Compensation during warlike situations; The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Principal Administrative Officer, NHSRC and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Principal Administrative Officer, NHSRC to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the PAO, NHSRC, NHSRC, such payments being in addition to compensation up to the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by Principal Administrative Officer, NHSRC. The contractor shall be paid for the damages/ destruction suffered and for the restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Principal Administrative Officer, NHSRC regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract. Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations;

(a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. Officers or the Principal Administrative Officer, NHSRC.

(b) for any material etc. not on the site of the work or for any tools, plant, machinery scaffolding, temporary building and other things not intended for the work.

In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the COMPETANT AUTHORITY.

CLAUSE 39: Release of Security deposit after labour clearance. Security Deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the NHSRC. The NHSRC, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, or recorded till after 3 months after completion of the work and/ or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.

Technical Terms & Conditions

LIABILITY FOR LABOUR LAW AND STATUTORY COMPLIANCE: - All labour and/or personnel employed by Contractor shall be engaged by him as his own employees/workmen in all respect implied or expressed. The responsibilities whatsoever, incidental or direct, arising out of or for compliance with or enforcement of the provisions of various labour laws of the country shall be that of the tenderer. He shall specifically ensure

completely with following Laws/Acts and their all enactments/ amendments till date of tender published 2020. Contractor should have 11KV electrical license for governing the contract. The Payment of Wages Act, 1936, The Factory Act 1948, The Workmen's Compensation 1923, The Employees Provident Fund Act 1951, The Contract Labour (Regulation and Abolition) Act 1970, The Payment of Bonus Act 1965, The Payment of Gratuity Act 1972, The Equal Remuneration Act. 1976, The Employees State Insurance Act 1948, The Industrial Disputes Act 1947, The Employment of Children Act 1938, The Motor Equipment Act 1998, The contractor shall indemnify NHSRC against all loses, damages, or liability arising out of or imposed in pursuance of any labour laws. Any accident/injury/legal liability to their employees or damage to the properties of NHSRC the responsibility will be of contractor. The salaries are to be disbursed through Bankas per labour laws on or before due date (The present due date for disbursement of wages is 7th of next month). The contractor has to submit the a copy of Aadhar Card, Elections Card,/ Ration Card along with 2 photographs of the staff deployed at NHSRC for address proof and ID proof.

SAFETY REGULATIONS

The Contractors shall, at their own expense, arrange for safety provisions as per safety codes of Indian Standards Institution, Indian Electricity Act and such other Rules, Regulations and Laws as may be applicable, as indicated below, in respect of all labour, directly or indirectly employed in the work for performance of the Contractors' part of this agreement.

- No inflammable materials shall be stored in places other than the rooms specially constructed for this purposes in accordance with the provisions of Indian Explosives Act. If such storage is unavoidable, it should be allowed only for a short period and in addition, special precautions, such as cutting off the supply to such places at normal items, storing materials away from wiring and switch boards, giving electric supply for a temporary period with due permission of Principal Administrative Officer, NHSRC shall be taken.
- Protective and safety equipment such as rubber gauntlets or gloves, earthing rods, line men's belt, portable artificial respiration apparatus etc. should be provided in easily identifiable locations. Where electric welding or such other nature of work is undertaken, goggles shall also be provided.
- All necessary personal safety equipment such as Helmets, Protective footwear protective Goggles / eye shields, Lift Jacket, Gas masks etc. as considered adequate by the Principal Administrative Officer, NHSRC shall be available for use of persons employed on the site and maintained in conditions suitable for immediate use and the contractor shall take adequate steps to ensure proper use of equipment by those concerned.
- Safety means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. Adequate precautions shall be taken to prevent danger from electrical equipment.
- The Contractor shall provide all necessary fencing and lights to protect public from accidents and shall be bound to bear expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the Contractor be paid to compromise any claim by any such person.
- Motor gearing, transmission, electric wiring and other dangerous parts of substation systemk appliances shall be provided with efficient safe guards; substation equipments shall be provided with such means as will reduce to the minimum risk of accidental descend of load. Adequate precautions shall be taken to reduce to the minimum risk of any part of a suspended load becoming accidentally displaced.
- All scaffolds, ladders, First Aid Equipments/medicines and other safety devices shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near place of work. Necessary warning sign boards in Red / White paint, with proper lighting arrangements for nights are to be provided at prominent locations.
- Necessary number of caution board such as "Man on Line, Don't switch on" should be readily available in easily identifiable locations.
- Standard first aid boxes containing materials as prescribed by the St. John Ambulance Brigade or Indian Red Cross should be provided in easily identifiable locations and should be readily available. Periodical examination of the first aid facilities and protective and safety equipment provided shall be undertaken and proper records shall be maintained for their adequacy and effectiveness.

- Charts (bilingual i.e. English and Hindi language) displaying methods of living artificial respiration to a recipient of electrical shock shall be prominently displayed at appropriate places.
- A chart containing the names, addresses and telephone numbers of nearest authorized medical practitioners, hospitals, Fire Brigade and also of the officers in charge shall be displayed prominently along with the First Aid Box.
- Steps to train supervisory and authorized persons of the NHSRC personnel in the First Aid Practices, including various methods of artificial respiration with the help of local authorities such as Fire Brigade, Indian Red Cross or other recognized institutions equipped to impart such training shall be taken, as prompt rendering of artificial respiration can save life at time of electric shock. Operation and CMC of Substation and Electrical Installations of NHSRC.

SCOPE AND NATURE OF WORK: The tender is for the annual repair, replacement, maintenance of electrical installations, fittings, fixtures and each and every equipment which are installed in 11KV 3 panel (1 I/O + 2 O/G) HV VCB, 750KV/415Volt X 2 transformer, 1 NOs LT panel, 2 Nos AMF/APFC panels with other panels as enclosed in Annexure - B in sub stations. D.G.sets (only operation), laying of cables inside of the substation, rewinding of motors in HT panel, HT & LT panels work in substation and administrative buildings. The contractor will be required to carry out the electrical maintenance work in the following depot. The scope of work defined is only indicative and defined only to give an idea to the work. However, the tenderer is advised in his own interest & cost to visit the sites mentioned above and acquaints himself with all the local conditions and physically check the quantities provided in annexure - B. The tenderer should get himself familiarized location/Area of working place before quoting the rates. All the required replacement material and consumables required for keeping all the installations in good working conditions shall be arranged by the contractor. The rates quoted should include any provision for spares. The required spares will be provided by Contractor. Agency should be providing at least one Mobile phone number and Email ID to lodge any complaint from NHSRC end in annexure - IV. The contractor would have to put in place an arrangement to monitor the electric supply being received from the electricity board/DG sets so as to ensure that there is a continuous supply of power for the operations of the NHSRC as laid out/defined by the terminal in charge.

Maintenance of Power Consumption Points:- Office Buildings and other buildings: The successful contractor will be required to maintain the electrical Panel installation at NHSRC building, Security Gates and other installations as per the details enclosed with the tender documents as Annexure – B.

Other installations: The successful contractor will be required to maintain the electrical equipments of Pump House, Auditorium etc, Welding Sockets, Reefer Panels, sub stations and other allied fitments. This includes preventive, routine & breakdown maintenance list of the equipment/ inventory for maintenance has been enlisted as as per the details enclosed with the tender documents as Annexure – B. Supply, repair & replacement any type of spares like Transformers, MCCBs, ACBs, Fuse, Terminal Link, Timers, Contractors, wires in panels, Single phase preventers, terminal blocks, CTs, PTs, VCBs, Relays, Metering units, painting, space heaters, panel lamp, holder, Bus bars, sockets, toggle switch, Volt meter selector switch, TNC, Ammeter selector switch, panel doors, hinges, closing coil, tripping coil, motor in ACB or VCBs, spring charge, pilot lamps, capacitors with allied equipments. Insulation tests of entire office and Yard to be done once in year and result to be maintained. Maintenance of sub-station including transformer, LT & HT panel etc. with all electrical equipments. Contractor has to be maintaining Daily, weekly, Monthly, Quarterly, Half Yearly and yearly maintenance schedule of all electrical panels as annexure – B.

Deputing operator for DG set.

Substation Maintenance:- The successful contractor will be required to carry out maintenance (Daily, weekly, monthly, quarterly, yearly, seasonal and all type of breakdown maintenance.) of HT and LT equipments installed at NHSRC substations, as per the respective manufacturer (OEM) standards and schedule given by NHSRC. All the HT and LT cable laid in Substation will be maintained by the contractor. The statutory approval from Local/Central Electricity Authority for the HT & LT installation shall be arranged by the contractor if applicable. NHSRC will pay the statutory levies/inspection fees on receipt of advice from concerned

departments. The Contractor will nominate a supervisor having HT & LT installation experience for monitoring hitch free execution of work. The supervisor should have Mobile phone and shall be available in case of emergencies and Break Downs. The Contractor should maintain/promptly arrange the tools/tackles required for smooth execution of the work. An indicative list of tools/tackles is mentioned hereunder: -

1. Megger – ~~11000 bolts~~, 1000 volts, 2500 volts.
2. Crimping tools.
3. Ratchet set.
4. Tool kit {D – Spanner, Ring Spanner (5-40 No's each) }.
5. Ladder for ware house & workshop and Adm. Building.
6. Jointing kit, burner & gas.
7. Digging tools & tackles.
8. Pliers, tester & test lamps.
9. Earth tester.
10. Tong tester.
11. Multimeter.
12. Transformer oil test kit.
13. High voltage discharge rod.
14. High voltage safety gloves.
15. Torch, emergency light.
16. Electrical screw driver set
17. Cable fault detector machine.
18. Hand gloves and safety belts.
19. First aid kit.
20. Drill Machine

Note: However, any other tools felt necessary for execution of the work would also have to be arranged by the contractor.

Specific Instructions for execution of works:- The Defect Liability Period for the SR work quoted in Annexure-A shall be 01 year from the date of completion of work and certification by Principal Administrative Officer, NHSRC. The electrical installations which are installed at substations require fool proof monitoring, maintenance and operation in compliance with Indian Electricity Rule 1956. The list & numbers of equipments required to be maintained are listed at Annexure-B as per the details enclosed with the tender documents. It will be the duty of contractor's staff to operate the both DG set wherever provided and as and when power fails within a reasonable time of 20 minutes Continuous delay in operating the DG set may attract liquidated damage up to Rs.500 per case. All necessary safety gears for smooth execution of work will have to be arranged by the contractor. If any fault occurs in any DG sets (two numbers 125KVA and one numbers 160 KVA) should be immediate informed to PAO, NHSRC or In-Charge and record it in complaint book. The workman deputed by contractor should possess I.T.I Electrician/wireman trade with wiremen competency certificate (B) as per qualification of workmen Indian Electricity Rule 1956 (HT/LT). The Electrician should have passed diploma in Electrical, 03 years course with Electricity license issued by Electrical Inspector of Govt. Authority. All the staff deputed by the contractor to the terminals for on time to time should be of good antecedent and character. The contractor will have to take prompt action and not depute personnel who do not obey these instructions issued by representative of PAO, NHSRC or In Charge, NHSRC. The contractor's personnel shall carry Identity card as issued by the Contractor at all the time during their presence in PAO, NHSRC/ in-charge. The contractor & staff shall follow the security regulations in force or as amended from time to time. Suitable action shall be taken, including summarily termination and/or legal action for breach of NHSRC security regulations by either the contractor or his staff & NHSRC shall be the sole arbitrator to the course of action. The substation will be functioning round o'clock 365 days in a year on all holidays and Sundays (i.e. 24 x 7). The contractor shall have to take care of exigencies that may be encountered promptly. It is the responsibility of contractor to arrange reliever. Inspection and preventive schedule will be as listed in Annexure C as per the details enclosed with the tender documents and as may be decided jointly from time to time. Transformer oil of all transformers should be checked for oil dielectric strength and filter once in a year. The maintenance should be carried out as per IS 2026 part-III standard (for

terminals with NHSRC owned transformer). All relays of 11KV or 415 Volts substation should be tested and calibrated as per norms of IS 3842. Secondary injection testing of all relays including WMP-13, CDG 61/CAG14 is to be carried out once in a year of HT side. Primary injection testing is to be carried out once in a year for all 11KV or 415V substation relays. All the relays should be calibrated once in a year (for terminals with the equipment). To monitor & record the incoming supply parameters, make necessary tap to in changing to maintain the voltage in limits, maintain the power factor at not less than 0.9 lagging by switching the capacitor banks, to keep the maximum demand within prescribed limits etc. Verification / testing of interlocks, as feasible. Verification / testing of control and protection scheme logic, as feasible. All breakers VCB, ACB and other breakers are to overhauled once in a year (for terminals with equipments). Earthing installation: The successful contractor will be required to maintain all the earthing installation in good conditions all the time. For this it is necessary to check up all the earthing locations once a year on a dry day during the dry season and record the result in a year. These results shall be jointly checked and signed in a register by the contractor and NHSRC representative. The resistance value of each earthing strip should be less than 1 ohm. The panel bus bar meggering should be done once in a year. The facilities required for the same will be arranged by the contractor. Checking for insulation leakage and checking of CT, PT and bus bars should be done for maintain the system in efficient manner. All the panel, electrical installations, substations and electrical equipment should be appropriately cleaned. The contractor has to maintain daily log book for any attention of substation & electrical installation either a routine measure or for rectification of a breakdown/ failure and the same should be verified by NHSRC representative. Tools / Tackles belonging to NHSRC should be safely & securely maintained by the contractor & handed over to NHSRC on demand. The staff of contractor who routinely visit the premises of NHSRC should have mobile phone of key personnel will have to be circulated to the NHSRC officials. The contractor should repair the panel hinges, doors, latching if any during the contract period. The cable should be laid in accordance to the IS standard or as specified by the NHSRC. Routing of the cable should not infringe with the day to day operation of the terminal. Major Break down / failures in electrical installation / substation shall be attended / rectified promptly within a reasonable time as decided by the authorized representative of NHSRC. Non compliance of this schedule can be treated as an unsatisfactory performance. Contractor shall supply & replace the defective items detailed. The replacing of materials shall be verified by NHSRC authorized and respective OEMs. The defective or unserviceable goods shall be brought back from site and got inspected by the electrical in charge or representative of NHSRC for its further disposal. The contractor shall repair the equipment/their parts at his cost during the currency of contract for all failure / breakdown. This will include the to and fro transportation from site to repair workshop & back. The materials issued for site must go to the site through proper gate pass. If any equipments or an item is replaced then it should be same make of defective equipments. Broadly the schedules to be performed for the maintenance of the various equipments are laid in Annexure- C as per the details enclosed with the tender documents. However, in addition to same the terminal incharge / representative & the contractor will make out a joint procedure for specific requirement of the terminal wherein the standards of services to be ensured by contractor will also be mentioned. Non compliance of this joint procedure by contract will be treated as unsatisfactory performance. Contractor will responsible to communicate with other contractors whom services in on like HVAC Contractor, Fire Fighting Contractor, Electrical ARM Contractor etc in NHSRC building and carry out servicing maintenance repair or replacement. If in case it is proved / established at any stage that the cause of electrical failure / cause of fire / cause of electrical accident has taken place due to bad / poor maintenance carried out by the contractor or due to carelessness of his staff than the cost of said damage will be recovered from the monthly bill or security deposit. The contractor shall execute the work as per IS code of practice of relevant equipments and follow the IE rules 1956. The contractor has to follow the safety & procedures & practices in electrical works as per IS 5216 part 1 and 2. The contractor & their working personnel should get familiarized with the fire fighting systems and their use. The scope of work also includes cost of minor spares like screws, nut bolts, washers for routine & preventative maintenance consumables like insulation tape and all material required for cleaning of all the equipments, and major spares like repair or replacement of Transformers, MCCBs, ACBs, Fuse, Terminal Link, Timers, Contractors, wires in panels, Single phase preventers, terminal blocks, CTs, PTs, VCBs, Relays, Metering units, painting, space heaters, panel lamp, holder, Bus bars, sockets, capacitors with allied equipments. No separate charge will allow in favour of contractor. It is the contractor's responsibility to see that all the NHSRC materials entrusted to him are carried safely and expeditiously to the site of the

work. If NHSRC materials are lost, stolen or damaged while in transit or under custody of the contractor, the cost of the **same @ twice of the prevailing market rate** will be recovered from Contractor's dues and contractor will have no claim whatsoever on this account.

Operation of Diesel Genset and Maintenance of Electricity panel at Substation house, NHSRC office buildings (OB – 1 and OB – II), garden area, auditorium, shall come under the purview of this contract and it is the responsibility of the contractor to operate the stated DG set at that time of power. The scope of work and all terms and conditions listed in above paras along with their sub-paras have been read carefully, understood and accepted. The contractor shall ensure that the personnel deployed by him at NHSRC and should wear safety jackets, safety shoes & safety helmets, which will be provided by Contractor himself, all the time during their presence at NHSRC. The contractor shall immediately report to NHSRC for any faults / shortcomings/ missing items & take approval for rectification/replacement of such faults / shortcomings/missing items from NHSRC at the earliest. The contractor shall immediately rectify the problem. No additional cost will be provided for the same. The contractor shall ensure adequate skilled manpower for maintenance of all the electrical equipments and if required the contractor shall provide additional man power on extra cost will be given for the same. The contractor must maintain close co-ordination with state electricity board / Transmission Corporation, locally, to ensure good relations and proper supply. The contractor must also be in a position to provide testing / test reports to Electricity board, if required. Contractor has to submit the detail of staff, skill & experiences for staff before engaging in work. The contractor supervisor / staff shall not make any change / addition / alteration or modification to existing electrical installation without the approval of electrical in charge or representative of NHSRC.

EXCLUSIONS: The comprehensive annual maintenance contract for substation panels does not include:

1. Damaged due to any kind of natural calamity like wear and tear, corrosion, chemical pollution or rusting / pitting or earthquake, lighting, fire etc.
2. Any modification of substation etc.
3. Foundation related job like repair, painting of foundation, rusting in foundation, Base channel.
4. Any additional items or equipment as are recommended or required by insurance companies, government, states, municipal or other authorities.
5. Painting of Panels.

TENDER DOCUMENT PART – II

BILL OF QUANTITIES (BOQ)

List of Units/ sub-units of Various Panels (AMF, LT, HT), DG Set(Qty—02) and Transformer

Day to day and Annual routine maintenance, repair & operation of Electrical installation/ system, Air conditioning system of NHSRC, Munirka, New Delhi.

S.No.	Description	Total Qty.
1.	Operator cum Electrician for DG sets, Air conditioning system, fire alarm etc. The rate should be quoted per month for deploying Man Power should be inclusive of Delhi Wages including VDA,ESI, EPF contribution, bonus, weekly off, relieving charges & all other statutory liabilities/charges and other allowances etc. and all the taxes as applicable.	02
S.No.	Description	Total Qty.
2.	Details of total LT Panel	04 Nos.
3.	Details of total AMF Panel	02 Nos.
4.	Total Nos. of 82 KVA & 160 KVA DG set	02 Nos.
5.	Total Nos. of Transformer oil type	01 Nos.
6.	Panel service in a week	Per week
7.	HT panel service in a month	Per Month
8.	Capacitor panel	01 Nos.
9.	Consumption of material as per DSR Rates/ If not in DSR than market rate with proper rate justification.	
10.	Electrical License mandatory	
11.	Should keep Complain Book Performa	
12.	Agreement	

NHSRC
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Sr. No.	Description	Unit	Rates to be quoted in % age above or below DSR' 2018 basic rates.
(B)	MATERIAL		
(I)	<p>Material / Items required for day to day and routine maintenance, repairs & operation of the various installations / systems of electrical & others or required otherwise for any such works. (Schedule items based on DSR' 2018 basic rates)</p> <p>Remarks : Rates to be quoted by the tenderers in % age above or below the basic rates as given in DSR'2018 (for electrical items). Rate quoted shall be inclusive of all i.e. inclusive of all taxes including service tax if & as applicable, cess, octroi, cost index, transportation, wastage, handling, all other overhead charges & contractor profit etc. complete. Nothing extra shall be paid over & above the quoted rates.</p>		
	Rates to be quoted in % age above or below DSR' 2018 basic rates.		

NOTE :

- (1) Contractor shall be paid for the materials as required / consumed on actual basis as per the requirement of the work/site.

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Sr. No.	Description	Unit	Rates to be quoted in %age above or below DSR' 2018 item rates.
(D)	REPAIRS & SERVICES WORKS		
(I)	Repairs & services works to be carried out as per DSR, 2018 items.		
	Rates to be quoted in %age above or below the item rates of DSR' 2018 inclusive of all the taxes, i/c service tax, duties, cess, overhead & contractor's profit & cost index impact etc. complete.		
	Rates to be quoted in %age above or below DSR' 2018 item rates.		

NOTE (a) For justification of tender, estimated cost of work per month to be taken in account. However, the works shall be got executed as per the requirement and contractor shall be paid for the actual work done based on the rates accepted.

(b) Repairs & Services work of various installations/system/equipments to be got done on market rates basis, shall be got done by the contractor and the payment shall be made on justified market rates as per analysis of rates on actual basis including 15% for contractor's profit & overhead charges.

Maintenance / Monitoring checks. :National Health System Resource Centre, Munirka

TECHNICAL-SUB-STATION WEEKLY MAINTENANCE OF H.T. BREAKER NO. Sub-station Rating

- 1. Check all connections –
- 2. Check control unit –
- 3. Check protection circuit –
- 4. Check indication lamps –
- 5. Cleaning of breaker –

WEEKLY MAINTENANCE OF L.T. BREAKER NO. _

- 1. Check all connections –
- 2. Check control unit –
- 3. Check protection circuit –
- 4. Check indication lamps –
- 5. Cleaning of breaker –

Checked by _____ Inspected by: _____

Date: __/__/____ Sign _____ Date: __/__/____ Sign _____ of NHSRC Staff

TECHNICAL-SUB-STATION MONTHLY MAINTENANCE OF L.T. BREAKER NO.

Sub-station Rating

- 1. Check all connections –
- 2. Check all indication lamps –
- 3. Check control circuit –
- 4. Check protection circuit –
- 5. Check main contacts –
- 6. Check finger contacts –
- 7. Check closing/tripping circuit –
- 8. Check charging mechanism –
- 9. Check all bolt and nuts –
- 10. Check earthing system –
- 11. Cleaning of the breaker –
- 12. Oiling and greasing –

Checked by _____ Inspected by: _____

Date: __/__/____ Sign _____ Date: __/__/____ Sign _____ of NHSRC Staff

NHSRC-TECHNICAL-SUB-STATION MONTHLY MAINTENANACE SCHEDULE FOR TRANSFORMER RATING

Sub-station Rating

1. Check cable terminal connections –
2. Check oil level –
3. Check Silica gel condition –
4. Check for oil leaks –
5. Check foundation bolts –
6. Check any unusual sound –
7. Check explosion vent diaphragm –
8. Check Alarm/Trip circuits –
9. Check all measures instruments –
10. Check off Load Tap changer Mechanism –
11. Check off load Tap changer Mechanism –
12. Cleaning of transformer –

Checked by _____
Date: __/__/____ Sign _____

Inspected by: _____
Date: __/__/____ Sign _____ of NHSRC Staff

NHSRC-TECHNICAL-SUB-STATION MONTHLY MAINTENANACE FOR H. T. PANEL SUB-STATION

Rating

1. Check all cable connections –
2. Check all internal fuses –
3. Check all measuring instruments –
4. Check all relays operation –
5. Check all contactors operation –
6. Check Isolators operating mechanism –
7. Check panel earthing –
8. Check all support insulators –
9. Check all bolt and nuts –
10. Cleaning of panels –
11. Check P.T, and C.T.'S–
12. Cleaning of P.T. and C.T.'S–
13. Check panel Heaters–

14. Check all indication lamps –

Checked by _____ Inspected by: _____

Date: __/__/____ Sign _____ Date: __/__/____ Sign _____ of NHSRC Staff

NHSRC-TECHNICAL-SUB-STATION MONTHLY MAINTENANACE FOR L.T. PANELS

Sub-station Rating

1. Check all cable connections –
2. Check all fuses –
3. Check all measuring instruments –
4. Check indication lamps –
5. Check Relays Operation –
6. Check Contactors Operation –
7. Check P.T, and C.T.'S–
8. Check all support insulators –
9. Check panel earthing –
10. Check all bolts and nuts –
11. Cleaning of panels –

Checked by _____ Inspected by: _____

Date: __/__/____ Sign _____ Date: __/__/____ Sign _____ of NHSRC Staff

NHSRC-TECHNICAL-SUB-STATION WEEKLY MAINTENANACE SCHEDULE FOR TRANSFORMER

Sub-station Rating

Sl.No.	Service.No.	DESCRIPTION	REMARKS
1.		Check all cable connections	
2		Check oil leaks	
3		Check oil level	
4		Check oil breather condition	
5		Check expansion vent diaphragm	
6		Check alarm/ trip circuits	
7		Cleaning of transformer	

Checked by _____ Inspected by: _____

Date: __/__/____ Sign _____ Date: __/__/____ Sign _____ of NHSRC Staff

NHSRC-TECHNICAL-SUB-STATION YEARLY MAINTENANACE FOR SUB STATION, ELECTRICAL INSTALLATIONS

Sub-station Rating

1. Perform all monthly maintenance schedules.
2. Testing and calibration of all relays should be done as per IS 3842 through OEM authorized service. PAO, NHSRC, and submit the report to Tech representative of NHSRC.
3. Overhauling of all breaker for the gas and other parameters sustainability.
4. Filtration of transformer oil of all transformers confirming to IS 1866.
5. Transformer maintenance should be carried out as per IS-10028 and IS-2026
6. Maintenance of all earth pits and check and maintain value to all earthing by one ohm confirming t o IS 3043.
7. Checking of all thimbles of all LT and HT cables for proper crimping. Meggering of all LT/HT cables and value should be maintained as per IS standard.
8. Checking of all insulators and their connections for proper tightening and cleaning.
9. Cleaning of all electrical installations.
10. Overhauling of all capacitor banks and maintain the power factor above 0.92

Checked by _____ Inspected by: _____

Date: __/__/____ Sign _____ Date: __/__/____ Sign _____ of NHSRC Staff

NHSRC-TECHNICAL-SUB-STATION WEEKLY MAINTENANACE FOR L. T. PANELS

Sub-station Rating

1. Check all fuses –
2. Check all measuring instruments –
3. Check indication lamps –
4. Check Relays Operation –
5. Check & tighten control wire connection –

Checked by _____ Inspected by: _____

Date: __/__/____ Sign _____ Date: __/__/____ Sign _____ of NHSRC Staff

NHSRC-TECHNICAL-SUB-STATION WEEKLY MAINTENANACE FOR H.T. PANELS

Sub-station Rating

1. Check all internal fuses –
2. Check all measuring instruments –
3. Check Relays Operation –
4. Cleaning of panels –
5. Check all indication lamps - -

Checked by _____ Inspected by: _____

Date: __/__/____ Sign _____ Date: __/__/____ Sign _____ of NHSRC Staff

NHSRC-TECHNICAL-SUB-STATION MONTHLY MAINTENANCE OF H.T. BREAKER NO.

Sub-station Rating

1. Check all connections –
2. Check all indication lamps –
3. Check control unit –
4. Check protection control –
5. Check line contacts –
6. Check line support Insulators –
7. Check closing/tripping circuit –
8. Check spring charging system –
9. Check limit switch –
10. Check all bolt and nuts –
11. Check earthing system –
12. Cleaning of the breaker –
13. Oiling and greasing –
14. Check inter-lock system –
15. Check pressure of SF-6 –

Checked by _____ Inspected by: _____

Date: __/__/____ Sign _____ Date: __/__/____ Sign _____ of NHSRC Staff

TECHNICAL BID PROFORMA

1. GENERAL INFORMATION

NAME OF THE AGENCY/ FIRM

ADDRESS

TELEPHONE / MOBILE NO

E-MAIL ADDRESS

(Registered office/ Branch Office in NCT DELHI)

NAME OF OWNER:

NAME OF ALL PARTNERS:

NAME OF ALL DIRECTORS :

TYPE OF FORMATION (Proprietorship/ Partnership / Pvt. Ltd/Ltd.)

CBS ACCOUNT RTGS/NEFT DETAILS

2. STATUTORY AND OTHER REQUIREMENTS:

- a. Particulars Registration Number Copy Enclosed (Yes/No)
- b. Certificate of Incorporation/ Registration of Firm Registration details as contractor with C.P.W.D./ State P.W.D.s./M.E.S./ Railways/PSU/Autonomous Bodies or any other government body (along with year of registration)
- c. ESI Registration
- d. Valid copy of Electrical License to carry out Electrical work
- e. EPF Registration
- f. GST Registration with Latest Challan

g. PAN No. under Income Tax Professional Tax

h. Registration Labour (Central)

i. Registration Certificate, if applicable

3. DETAILS OF COMPLETED WORK:

a. Name of C.P.W.D./State P.W.D.s./M.E.S./ Railways/PSU/Autonomous Bodies or any other government body Details of the Completed Works of Similar Nature

b. Cost of the Completed Works

c. Copy of Certificate issued by concerning authority Enclosed (Yes/No)

4. DETAILS OF BALANCE SHEET/ P&L ACCOUNT DURING LAST THREE FINANCIAL YEAR ; 2017-18, 2018-19, 2019-2020

a. Financial Year Copy Enclosed : (Yes/No)

b. Income (Rs.)

c. Expenditure (Rs.)

d. Net Profit/ Loss (Rs.)

5. Copies of Income Tax Return for Financial year , 2015-16 , 2016-17 and 2017-2018

Financial Year Income Tax Return Enclosed (Yes) 2016-17, 2017-18, 2018-19

Sign of Contractor:

Date :

Place:

