

Construction of Super Speciality Hospital for Govt. Rajaji Medical College, Madurai

**MINISTRY OF HEALTH & FAMILY WELFARE
GOVERNMENT OF INDIA, NEW DELHI**

PRADHAN MANTRI SWASTHYA SURAKSHA YOJNA

***CONSTRUCTION OF SUPER SPECIALITY HOSPITAL
FOR
GOVT. RAJAJI MEDICAL COLLEGE, MADURAI***



**PART-II (GCC & SCC)
SPECIAL CONDITIONS OF CONTRACT
For
“OPERATION & MAINTENANCE”**

**TENDER NO. HLL/ID/13/64
AUGUST 2013**



**एचएलएल लाइफ़केयर लिमिटेड
(भारत सरकार का उद्यम)**

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TERMS AND CONDITIONS FOR OPERATION & MAINTENANCE

SPECIAL CONDITIONS FOR OPERATION & MAINTENANCE DURING DEFECT LIABILITY PERIOD AND FOR FIVE YEARS AFTER DEFECT LIABILITY PERIOD

1. General

- 1.1. The following Additional Specific Conditions and specification shall be read in conjunction with General Conditions of Contract and Special Conditions of Contract. If there are any provisions in these Additional Specific Conditions which are at variance with provisions in the above mentioned documents, the provisions in these Additional Specific Conditions shall take precedence.
- 1.2. These additional specific conditions and specification shall be considered as an extension and not as a limitation of obligation of the preference.
 - 1.2.1. For items not covered in CPWD Specification, the work shall be done as directed by the Engineer in charge and as per sound engineering practices.
 - 1.2.2. For item not covered by any of the above the insulation shall be done as directed by the Engineer in charge and as per sound engineering practices.
- 1.3. These conditions shall be only applicable after satisfactorily completion of work in pursuant to the contract during first five calendar years.
- 1.4. These conditions shall be enforced through separate Operation & Maintenance Contract (OMC) (Supplementary Contract) on annual basis. Notwithstanding to any provision in this conditions of contract (OMC) the pre-existed contract shall follow its own course and concluded as determined in the contract.
- 1.5. The employer reserves the right/s to award /discontinue with OMC during subsequent /any calendar year by indicating his intention in writing by three months' notice in advance and same shall be binding on the contractor. Upon pre conclusion any sum due to the contractor shall be settled as per this contract within 60 days from the last date of operation of contract and no additional claim what so ever will be entertained on this account.
- 1.6. The performance guarantee as required under clause 1 of GCC for this part of work shall be submitted along with the performance guarantee for the main work for the amount mentioned in Schedule "F". The guarantee of the requisite amount and manner shall remain valid for five calendar years and last day of the succeeding second month. On successful completion and /or currency of contract as per clause 1.4 above the performance guarantee shall be returned to bidder within 90 days from the notified last date of this OMC (Supplementary Contract).

2. Scope of Contract

- 2.1. The scope of work covers the Operation & Annual Maintenance of services of entire

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system including Civil, Plumbing & Fire-fighting, HVAC, internal & external electrical installations including DG Sets, UPS, BMS, EPABX, CCTV, Lifts etc, for Govt. Rajaji Medical College, Madurai and also includes all detailed shop drawings, testing and commissioning of components, spares and accessories required in successful Operation & maintenance and of this OMC Contract.

- 2.2. The work shall be carried out in conformity with the plumbing drawings and the requirement of architectural, electrical, structural and other specialized service drawings by the agency approved by Engineer in charge of HLL.
- 2.3. The Contractor shall make provision of requisite manpower as per schedule of maintenance on day to day basis. The major and replacement of Components and spares for this set of manpower on Monthly basis as per terms set in these conditions will be provided by the employer. Any other cost not specifically provided shall be deemed to be included in the contract price and nothing extra shall be paid.
- 2.4. The said OMC Contract comprises of furnishing of all materials, equipment, labour & transportation etc. necessary to render the installation fully operational as per the intent of specification and drawings, including any necessary adjustment or corrections. The installation shall be all in conformity with local covering such installation.
 - 2.4.1. The urgent day to day complaints received will be attended on the same day with least disturbance, within reasonable time decided by the employer.
 - 2.4.2. The Periodic maintenance as required shall be carried out by the Contractor by himself or through either Original Equipment Manufacturer (OEM)/or OEM's authorized agents only. However the periodic maintenance of civil and internal & external sanitary and drainage services, Electrification and power supply and distribution system will be maintained by requisite trained manpower/ authorized manpower, as per schedule mutually agreed between employer and the bidder. However in case of dispute the decision of employer shall be final and binding upon bidder.
 - 2.4.3. Any specific addition, alternation and/or shall be arranged by the Contractors on mutually agreed terms with the end user.

3.0 Definition of terms and General Conditions:

- 3.1 "Code and standards" shall mean all the applicable codes and standards as indicated in the distribution system specification.
- 3.2 "CLIENT/OWNER" means Ministry of Health & Family Welfare (MoHFW), Govt. of India.
- 3.3 "USER" shall mean Govt. Rajaji Hospital for Madurai, Tamil Nadu and shall include the successors and permitted agencies as well as their authorised officer/representative.

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- 3.4 "CONTRACTOR" shall mean the successful BIDDER whose bid have been accepted by the client and shall include his heirs, legal representative, successors and permitted assignees.
- 3.5 'Contract' shall mean and include the agreement between the client/user and the contractor duly signed by both the parties thereto, for the Operation and Maintenance of the Equipment together with all documents annexed/ attached therewith or implied to form a part of the Contract.
- 3.6 'Contract Period' shall mean the total Operation & Maintenance Period including Defect Liability Period and five years after defect liability period during which the 'Contract' shall be executed as agreed between the CONTRACTOR and the CLIENT/USER in the 'Contract'.
- 3.7 'Contract Price' in relation to particular contract shall mean the total consideration to be paid by the Client/User to the Contractor for Services to be provided for Operation & Maintenance of the Equipment.
- 3.8 "Effective date of Contract"/"Effective date of Start of Work" shall mean the date of start of Defect Liability Period after completion of Supply ,Installation & Testing of Equipment and Handing Over the same to User .
- 3.9 'Letter of Award' shall mean the official notice issued by the Client/User notifying the Contractor with the date of start of the Contract for Operation & Maintenance of Equipment.
- 3.10 'Notice in Writing', 'written notice' shall mean any notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- 3.11 'Site' shall mean the place or places in the premises of Govt. Rajaji Medical College, Madurai where the relevant Equipment/System have been Installed & Commissioned.
- 3.12 'Work' shall mean the Operation & Maintenance of Equipment System as per terms of contract to be provided by the Contractor under the scope of the 'Contract'.
- 3.13 'Writing' shall include any manuscript, typewritten or printed statement, under or over signature and/ or seal as the case may be and with leading authorized Government of India book sellers.

4.0 SIGNING OF Annual Maintenance Contract with OEM/ His Authorised agents

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The bidder shall arrange for entering into OMC between the Client/ User and OEM/s or authorized agent representative for special equipments and its associated accessories like WTP, STP, ETP, Lifts, DG Sets, UPS, CCTV, EPABX, Fire fighting, BMS, HVAC system and for which the necessary payment shall be made by the Medical college directly, as per AMC with the service provider.

4.1 RESPONSIBILITY OF CONTRACTOR:

4.1.1 Providing regular Operation & Maintenance of Equipment/ System as per terms of contract, attending break downs and repair/ replacement of components of whatever nature round the clock to the User's satisfaction.

4.2 RESPONSIBILITY OF USER:

4.2.1 Provide Site office for contractor's O&M staff free of cost.

4.2.2 Provide Required Electricity, Fuel (Diesel/Petrol) and Water free of cost.

5.0 Operation & Maintenance Time Period:

5.1 The Contract period shall be during Defect Liability Period and Five Years after completion of Defect Liability Period.

6.0 CONTRACT PRICE:

6.1 The Contract Price shall be as per rates quoted in Financial Bid under head/sub-head Operation & Maintenance of relevant Equipment and as accepted by the CLIENT. This Contract Price shall be firm throughout the period of contract.

6.2. Quoted rate includes cost of materials, equipments, appliances and incidental work not specifically as being furnishing or installed, but which are necessary and customary to make a complete maintenance and cooperation and taxes as applicable.

6.3. The Contractor shall check at all stages and supervise at the point of connection the associated civil, electrical and plumbing works like underground and overhead tanks, power supply and installation of makeup water connection, drain connection in the fire fighting tanks and vicinity of plant room etc. In case of any discrepancy, all rectifications etc., required as a failure to do so, shall be carried out by the Contractor at his own expenses.

6.4. The CONTRACTOR has to pay not less than minimum wages as per Act if there be any change of rates for workers without any additional claim. The contractor shall pay all statutory payments.

7.0 PAYMENT TERMS

Operation & maintenance for one year of Defect Liability Period and further for five years after Defect Liability Period.

7.1 The payment of contract price for operation & maintenance shall be paid by the Client/

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User as per terms and conditions of the Contract. The payment shall be made on monthly basis within 30 days after submission of the Bills. The payment shall only be released on confirmation of disbursement of salaries and other allowances to the man-power deployed at site. The document for effecting payment shall also include:

- 7.1.1. Invoice of the Contractor.
- 7.1.2. Certification by the authorised representative of USER.
- 7.1.3. Documents satisfying that the statutory payments have been made.

7.2. PAYMENT FOR WORK DONE AS PER MAIN AGREEMENT.

- 7.2.1. The work carried under the OMC, shall be measured and paid for actual work done on monthly basis, only for the those items of work which are not covered under the defect liability clause of GCC and cost specifically elsewhere provided under the contract and/or under relevant item of work.
- 7.2.2. The bidder shall be responsible for observation of all statutory requirements for undertaking such activities and along with eventualities raised out of such deployment of men and material involved in the process.
- 7.2.3. Bidder shall raise monthly bill supported with details of men and material deployed for the work during the previous month along with all necessary documents for having paid statutory dues arising out of operation of this contract on rate entered in the contract.
- 7.2.4. Bidder shall procure the materials consumed during the previous month and will replenish the inventory for future use.
- 7.2.5. Any item of work having limited shelf life shall be procured only after written instruction from the user. However bidder shall be responsible for raising of request for such item at least a week in advance to the user in writing.
- 7.2.6. In the event of performance of the contractor under the contract is observed to be less than as intended to be. The recovery for short supply of manpower shall be recovered on pro-rata basis for day/s the performance is observed to be less than intended.
- 7.2.7. Bidder shall submit a complete schedule of periodic maintenance intended in the OMC for the year within 15 days from the first date of OMC. Client/ User upon receipt shall accept either as submitted or convey his approval with modification. The decision of Client/ User shall be final in this regard. Any delay beyond 25% of the original accepted schedule date will entail employer to arrange the work at the risk and cost of bidder and any sum spent shall be set off from any sum due to bidder.

8.0 TAXES:

- 8.1 All taxes and duties as applicable are deemed to be included in the quoted rates of the contractor.

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- 8.2 The Contractor shall bear and pay all liabilities in respect of (a) non-observance of all legal formalities as per various statutory provisions.
- 8.3 The User/Client shall not be liable towards taxes and duties including income tax of whatever nature including various arising out of this Contract, as well as tax liability of the Contractor and his personnel.

9.0 ASSIGNMENT AND SUBLETTING OF CONTRACT:

- 9.1 The Contractor shall not sublet, transfer or assign the contract or any part of thereof without the written permission of CLIENT/ USER. In the event of the CONTRACTOR contravening this condition shall be entitled to entrust the work to other agencies at the CONTRACTOR's account and risk. The CONTRACTOR shall be liable for any loss or damage which the Client may sustain in consequence of or arising out of such replacing the contract notwithstanding any such permission to sublet, the contractor shall always be held responsible for the due fulfilment of the terms and conditions of contract.

10.0 REGULATION OF LOCAL AUTHORITIES & STATUES:-

- 10.1 The CONTRACTOR shall ensure compliance with all statutes, laws rules and regulations of the Central or State Government or any other authority such as the Workmen's Compensation Act 1923, Payment of Wages Act, Minimum Wages Act – 1984 Employees State Insurance Act, Employees Provident Fund Act, Act Indian Electricity Rules 1956, the Contract Labour and Regulation Act etc. and the general rules there-under any and all statutory modifications thereof in connection with employees engaged by him or his SUB-CONTRACTORS in the work.
- 10.2 The CONTRACTOR shall arrange to give all notices required by the said Acts, Regulations or By-laws to be given to any authority or to any Public Officer and pay all fees that may be properly chargeable in respect of the 'works' and lodge the receipts with Govt. Rajaji Medical College, Madurai, Obtaining all permits and licenses required thereupon is the responsibility of the CONTRACTOR.

11.0 OWNER'S LIEN ON EQUIPMENT:-

No material brought to the "site" shall be removed from the "site" by the Contractor and /or his Sub-Contractor without the prior written approval of CLIENT/ USER.

12.0 CO-OPERATION WITH OTHER CONTRACTORS:-

- 12.1 The contractor shall co-operate with all other contractors or tradesmen of Govt. Rajaji Medical College, Madurai who may be performing other works on behalf of the Rajaji Medical College and the workmen who may be employed by Govt. Rajaji Medical College, Madurai and doing work in the vicinity of the works under their respective contracts.

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12.2 The CONTRACTOR shall also so arrange to perform his work as to minimize, to the maximum extent possible interference with the work of other CONTRACTORS and his workmen.

12.3 Govt. Rajaji Medical College, Madurai shall determine the resolution of any difference of conflict that may arise between the CONTRACTOR and other CONTRACTORS or between the CONTRACTOR and the workmen of Govt. Rajaji Medical College, Madurai in regard of their work. If the works of this CONTRACTOR is delayed because of any act or omissions of another CONTRACTOR, the CONTRACTOR shall have no claim against Govt. Rajaji Medical College, Madurai on that account other than an extension of time for a completing his works.

13.0 DISCIPLINES OF WORKMEN:

13.1 The CONTRACTOR shall adhere to the disciplinary procedure set by Client/ User in respect of his employees and workmen at 'Site'. Client/ User shall be at liberty to object to the presence of any representative or employee of the CONTRACTOR at the 'Site' if in the opinion of Client/ User such employee has misconducted himself or be incompetent or negligent or otherwise undesirable and then the CONTRACTOR shall promptly remove such a person objected to, and provide in his place a competent replacement at his own expenses.

14.0 MANPOWER AND CONSUMABLE REPORT:

14.1 MANPOWER

14.1.1 The CONTRACTOR shall submit to Govt. Rajaji Medical College, Madurai on the last week of every month, a man hour schedule for the next month, detailing the man hours scheduled for the month, skill wise and area wise.

14.1.2 The CONTRACTOR shall also submit to Govt. Rajaji Medical College, Madurai on the day of every month, a manpower report of the previous month detailing the number of persons scheduled to have been employed and actually employed, skill-wise and the areas of employment of such labour.

14.1.3 The CONTRACTOR shall also submit periodically such of the report as Govt. Rajaji Medical College, Madurai may call for from time to time.

14.2. CONSUMABLES.

14.2.1 The details on spares, consumables etc. and consumption thereof, brought to the stores, actually consumed and balance stock etc. to be submitted with relevant records to the authorized representative of CLIENT/ USER after the completion every third month of the quarter for his verification.

14.2.2. After completion of every third month, the quarterly consolidated reports on maintenance activity undertaken including break down indicating nature of work, duration etc. is to be submitted to the authorized representative of CLIENT/ USER.

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15.0 FIRE PROTECTION:

- 15.1 The work procedure that is to be used during the maintenance shall be those which minimize fire hazards to the extent practicable. Combustible materials, combustible waste and rubbish shall be collected and removed from the 'Site' at least once a day.
- 15.2 The CONTRACTOR shall provide enough fire protection equipment of the types and number for the warehouses, office, temporary structures etc. Access to such fire protection equipment shall be easy and kept open at all times.

16.0 SECURITY:

- 16.1 The CONTRACTOR shall have total responsibility for all O&M equipment and materials in his custody. The CONTRACTOR shall make suitable Security arrangements including employment of Security personnel to ensure the protection of all O&M Equipment and materials from theft, fire, pilferage and any other damages and loss. All manpower of the CONTRACTOR shall enter and leave the Project 'Site' only with permission of Govt. Rajaji Medical College, Madurai in the prescribed manner.
- 16.2 The CONTRACTOR shall bring to 'Site' all the equipment, components, parts, materials, including equipment, tools and tackles for the purpose of the 'Works' under intimation to User. All such goods shall from the time of their being brought may be used for the purpose of the 'Works' only and shall not on any account be removed or taken away by the CONTRACTOR without the written permission of Govt. Rajaji Medical College, Madurai. But, the CONTRACTOR shall nevertheless be solely liable and responsible for any loss or destruction thereof and damage thereto.
- 16.3 Govt. Rajaji Medical College, Madurai shall have lien on such goods for any sum or sums which may at any time be due or owing to him by the CONTRACTOR under in respect of or by reasons of the 'Contract'. After giving a fifteen (15) days notice in writing of his intention to do so. User shall be at liberty to sell and dispose of any such goods, in such manner as he shall think fit including public auction or private treaty and to apply the proceeds in or towards the satisfaction of such sum or sums due as aforesaid.
- 16.4 After the completion of the 'works' the CONTRACTOR shall remove from the 'Site' under the direction of User his own materials such as equipment, tools and tackles, scaffolding, etc. which were brought by him for O&M. If the CONTRACTOR fails to do so, then User shall have the liberty to dispose off such materials and credit the proceeds thereto the account of the CONTRACTOR.
- 16.5 On completion of the work, all rubbish, materials and temporary structures of any sort or kind used for the purpose or connected with the work are to be removed by the CONTRACTOR and all pits and excavations filled up and the site handed over in a tidy and workmanlike condition and no final payment in settlement of the account for

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the said work shall be held to be due or shall be made to the CONTRACTOR till such site clearance shall have been effected by him and such clearance may be made by Client/ User at the expenses of the CONTRACTOR in the event of his failure to comply with this provision within fifteen (15) days after receiving notice in writing from Client/ User to that effect. If it becomes necessary for Client/ User to have the site cleared as indicated above at the expense of the CONTRACTOR, Client/ User shall under no circumstances to held liable for any losses or damages to such of CONTRACTOR'S property as may be on such site due to such removal there from, which removal may be effected by means of public sale of such materials and property or in such a way as seems fit and most convenient to Client/ User.

- 16.6 The CONTRACTOR must take sufficient care in moving his O&M equipment from one place to another so that they may not cause any damage to the property of Client/ User particularly to the existing structures and overhead and underground services and in the event of CONTRACTOR'S failure to do so, the cost of such damages shall be borne by the CONTRACTOR,

17.0 MANPOWER QUALIFICATION for O&M

- 17.1. The requisite qualifications and relevant experience for the Operation & Maintenance Staff to be deployed at site shall be as follows:

Sl. No	Description of Proposed	Qualification & Experience (in relevant fields)
A	Administrative Staff	
1	Maintenance Engineer	Degree (Electrical /Mechanical) with 5 years of relevant experience or Diploma(Electrical /Mechanical) with 8 years of relevant experience
2	Junior Maintenance Engineer	Diploma (Civil) with 3 years of relevant experience
3	Administrative Clerk	Graduate with sound knowledge of Computer, MS Word, MS Excel etc.
B	Operational & Maintenance Staff	
1	Supervisors	Diploma Engineering in Electrical/Mechanical with minimum 5 years' experience or ITI with minimum 8 years' experience in relevant field of maintenance for similar works.
2	Skilled Workers/ Operator/	ITI in relevant fields having minimum 3 years' of relevant experience in maintenance of similar
3	Semi-Skilled Workers/ Operator/Technician/ Electrician	ITI in relevant fields having minimum 1 year of relevant experience in maintenance of similar works

4	Helper	Should have basic knowledge of working of relevant field/ equipment
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17.2 All the personnel deployed for O&M shall have valid requisite license/certificate as per statutory requirements for O&M of respective Equipment/System.

17.3 The contractor has to provide adequate number of personnel to operate and maintain the installations in the best manner of Industry Standards within the provision of quoted rates. In case additional personnel and staff is required for attending the breakdown and routine /scheduled maintenance, same shall be provided after approval of the Employer and shall be paid as per the quoted rates. Similarly, in case less number of personnel and staff is required or not provided, amount shall be reduced as per the quoted rates.

18. SCHEDULES AND LEVY OF COMPENSATION

18.1. The manufacturer shall give a schedule of routine: schedule and preventive maintenance as per industry norms at the time of submitting the offer and this shall form part of the main agreement and then form part of the supplementary agreement. It shall bring out clearly the type of complaints that shall be attended immediately within 2-3 hours, within 24 hours, within a week or shall require more time. It is to be kept in mind that at no time the services of CLIENT/ USER could be made to suffer.

18.2. Contractors shall ensure that emergency spares are available in the premises of CLIENT/ USER. Further the spares required for breakdown or major maintenance work shall be arranged according to the time required for attending the job as decided by the CLIENT/ USER.

18.3. There shall be levies for not attending the complaint within the stipulated time. The stipulated time shall be decided by the CLIENT/ USER in consultation with the Contractor at the time of signing supplementary agreement for various types of complaint and faults. The manner to deal with levies for not attending the complaints within decided time.

18.4. In case the complaint/ faults are not attended within time frame given above the levies shall be as follows:

- i. Delay of time equal and upto stipulated period: Double the cost incurred for rectification of defects or as decided by the Engineer-in-charge of CLIENT/ USER.
- ii. Delay of time equal and upto 5 times stipulated period: Four times the cost incurred for rectification of defects or as decided by the Engineer-in-charge of CLIENT/ USER.
- iii. Delay of time equal and upto 10 times the stipulated period: Eight times the cost incurred for rectification of defects or as decided by the Engineer-in-charge of CLIENT/ USER.
- iv. If the contractor is not able to attend the faults, engineer-in-charge of

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CLIENT/ USER shall be at liberty to make own arrangement and in such circumstances the above penalties shall be levied.

- v. In case of more than 3 delays in fortnight, the contractor shall be warned in addition to imposing the above penalties. Further the engineer-in-charge of CLIENT/ USER shall have the right to en cash the bank guarantee and the contractor shall have the option to represent the case to higher authorities appointed for such purposes by the CLIENT/ USER authorities. The decision of higher authority shall be binding on both parties.
- vi. The O&M shall be and shall include all spares, labour and sundry material except the elements, fuel (diesel/patrol) and water all statutory taxes & duties shall be included in the quoted basis.

18.5. General issues to be taken care by the Contractor.

- i. All the equipment shall be provided preventive maintenance as per manufacturer's recommendations or as required by CLIENT/USER monthly/quarterly/six monthly/yearly basis for which suitable specialised personnel/ engineer will be provided.
- ii. Call back service shall be provided for each of the specialised equipment / services and when required.
- iii. Manpower sown above is minimum Leave reserve to be provided as per rules for weekly off/ holidays. Additional manpower shall be made available as and when required to attend the complaint/ breakdown within the quoted rates.
- iv. The operation and maintenance shall be uninterrupted service. If any breakdown is attributed on the part of the contractor, suitable recovery shall be made as per the decision of the CLIENT/ USER.
- v. All the staff will wear suitable colour coded uniform and shoes and protective headgear as and when required. All staff will be provided with a mobile phone for connectivity.
- vi. All the staff will be suitably insured. In case of any mishap/ accident all the responsibility shall be borne by the contractor. All safety rules shall be followed.
- vii. The tender to include all the above provisions.

19. Control System

19.1. During the OMC period, once each month the Contractor shall check all controls in various areas to ensure that these are functioning as designed. This shall apply to all pressure switches and pressure gauges, contractors, relays, controller switches, high and low pressure cut-outs etc.

19.2. During OMC period contractor will be required to check all controls in various area as per check list for various services for their proper maintenance and guard against its abnormal wear and tear, and also for minimum requisite maintenance

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of replacement of spare/s and lubricants as may be the case. The cost towards this will be payable to the OEM or his authorized agent in the event of AMC contract if arranged by the bidder as per clause 5.1 of OMC. Any other cost on this account shall be deemed to be included in OMC Contract.

20. Reference Points

- 20.1. Contractor shall provide permanent bench marks, flag tops and other reference points for the proper execution of work and these shall preserve till the end of Works.
- 20.2. All such reference points shall be in relation to the levels and locations, given in the Architectural and plumbing drawing.

21. Cutting and Making Good

No structural member shall be chased or cut without the written permission of the Engineer

22.0 INSURANCE:

- 22.1 The CONTRACTOR shall arrange for Workmen's Compensation Insurance, Comprehensive Automobile Insurance and Comprehensive General Liability Insurance and till completion of maintenance period which shall also be the responsibility of the CONTRACTOR.
- 22.2 The CONTRACTOR shall take group insurance scheme for the worker under his contract, which may or may not result in partial or permanent disablement. The first bill for O&M will be passed by Govt. Rajaji Medical College, Madurai after receipt of copies of above referred Insurance Policies for the CONTRACTOR.
- 22.3 The above are only illustrative list of insurance covers normally required and it will be the responsibility of the CONTRACTOR to maintain at his cost all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect in pursuance of the 'Contract'.

23.0 RESOLUTION OF DISPUTES AND ARBITRATION:-

23.1 INFORMAL DISPUTE RESOLUTION:

- 23.1.1 The Parties agree to use reasonable efforts to resolve all disputes equitably and in good faith.
- 23.1.2 If any dispute between the CONTRACTOR and Govt. Rajaji Medical College, Madurai arises it shall in the first instance be referred in writing to Govt. Rajaji Medical College, Madurai, who shall endeavour to resolve the dispute amicably and render a decision within 30 days. The period of 30 days shall be reckoned from the date of intimation of the dispute is received by Govt. Rajaji Medical College, Madurai.
- 23.1.3 The agreement and the rights and obligations of the Parties, shall remain in full force and effect pending the award in any arbitration proceedings. Supplies and / or

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services under the Contract shall, if reasonably possible, continue during arbitration proceedings.

23.1.4 For the purposes of this clause, the terms dispute shall include a demand or difference of any kind whatsoever, arising out of the Contract and respecting the performance of the CONTRACT, during Defect Liability Warranty Period and Subsequent O&M Period, whether during the CONTRACT period including extensions if any, or after completion, and whether before or after termination, abandonment or breach of the CONTRACT (except as to any matter, the decision of which is specifically provided for in any of these conditions).

23.2 ARBITRATION OF DISPUTES:

23.2.1 If either party is dissatisfied with the decision rendered by the Client/ User, or if the Client/ User omits or declines to render a decision within the said period of 30 days, then within a further period of 30 days the dissatisfied Party may require by a notification that the dispute be referred to arbitration in the manner hereinafter provided. Such a notification shall be in writing and it shall be duly served on the other party. Failure to invoke the arbitration within the time schedule shall debar the party from seeking reference to arbitration.

23.2.2 Except as otherwise provided in this clause, any dispute arising out of or relating to this agreement, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration and Conciliation Act 1996 (the "Act"). The arbitration shall be held at Madurai or at any other place as per decision of Client/User. The arbitration proceedings shall be conducted, and the award shall be rendered in English. The award shall state the reasons upon which it is based.

23.2.3 There shall be three arbitrators of whom each Party shall appoint one. The party requesting that the dispute be referred to arbitration shall, within 30 days of the notification in terms of Clause 23.2.1, appoint an arbitrator as also call upon the other party to appoint an arbitrator within 30 days. The two arbitrators so appointed shall, within 30 days of the date on which the second of them is appointed, agree on the third arbitrator who shall act as the presiding arbitrator of the tribunal.

23.2.4 The agreement and the rights and obligations of the Parties, shall remain in full force and effect pending the award in any arbitration proceedings. Supplies and / or services under the Contract shall, if reasonably possible, continue during arbitration proceedings.

23.2.5 The party, in whose favour the Award is passed shall be entitled to reach the entire costs of Arbitration from the other party. The Arbitration shall indicate the above in their award clearly.

24.0 CONTRACTOR'S DEFAULT:-

If the Contractor discontinuous to do the work before the stipulated contract period as per clause 1.6 above then in such case Client/ User may give notice in writing and

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shall be at liberty to employ other person / persons and forthwith execute such part of the 'works' as the Contractor may have neglected to do if Client/ User shall think fit it shall be lawful for him without prejudice to any other right he may have under the 'Contract' to take the 'Works' wholly or in part out of the Contractor's hands and re-contract with any other person or person, complete the 'works or any part thereof and in that event Client/ User shall be free to use without hire charges, of all Contractor's equipment that may have been at the time on the 'Site' in connection with the 'Works' without being responsible to the Contractor for fair wear and tear thereof and to the exclusion of any right of the Contractor, over the same and Client/ User shall be entitled to retain and apply any balance of money which may otherwise due in the 'Contract' by him to the Contractor or such part thereof as may be necessary to the payment of the cost of executing the said part of the 'Works' or of completing the works as the case may be. If the cost of completing the 'Works' or executing a part thereof as aforesaid shall exceed the balance due to the Contractor, the Contractor shall pay such excess. In such an event Client/ User shall also have the right to encash the Performance Bank Guarantee for non-performance of Contract.

25.0 TERMINATION OF CONTRACT:-

- 25.1 Client/ User reserves the right to terminate the CONTRACT either in part or in full due to reason other than those mentioned under clause entitled CONTRACTOR's Default. Client/ User shall, in such an event give 15 (fifteen) days notice in writing to the CONTRACTOR of his decision to do so.
- 25.2 The CONTRACTOR upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all order and Contracts to the extent they are related to the work terminated and upon terms satisfactory to Client/ User stop all further sub-contracting or purchasing activity related to the work terminated and assist Client/ User in maintenance, protection and disposition of the works acquired under the Contract by Client/ User.
- 25.3 In the event of such a termination, the CONTRACTOR shall be paid compensation, equitable and reasonable directed by the circumstances prevalent at the time of termination. No consequential damages shall be payable by the Client/ User to the CONTRACTOR in the event of termination.

26.0 GOVERNING LAWS AND REGULATIONS: -

This Contract shall be governed and construed according to the Indian Laws and Regulations.

27. ADDITIONAL TERMS & CONDITIONS:-

- 27.1. Contractor shall provide 2 sets of Uniforms of approved colour for the Operations & Maintenance employees deputed at Govt. Rajaji Medical College, Madurai at their own cost & also provide one pair of safety shoes to each employee.

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- 27.2. The Contractor shall issue Identity Cards to his workmen on his own cost & shall duly be intimate in writing the Maintenance-in-charge as and when there is any change.
- 27.3. The Contractor should provide an alternate qualified manpower or replace with a standby in case any of the regular staff deployed is absent or on leave.
- 27.4. The Contractor should deploy the personnel after screening /approval from Client/ User.
- 27.5. The Contractor shall be responsible for the safety of all the items of furniture, plants, office equipment & other fittings provided in the premises & shall be liable to make good any loss to the same if damaged during the execution of their duties which shall be recoverable from their monthly bill or dues payable to the Contractors by the company.
- 27.6. Contractor shall follow all safety norms & provide necessary safety equipment at their own cost. In case of any accident during the operation / maintenance of the equipment leading to injuries / damages to human beings/loss of life, the Contractor shall be fully responsible for setting all claims & indemnify the department against any claims arising out of such accidents.
- 27.7. The schedule / Roaster for general & shift duty deployment shall be got approved from the Client / User. The Contractor shall submit detailed general & shift duty chart of proposed staff to be deployed one week in advance before start of every month & schedule of detailed works to be carried out.

28. Schedule of Maintenance

Within one week of award of work the agency shall submit for approval of Client/ User, the detailed schedule of operation, routine, special and preventive maintenance along with daily, fortnightly and monthly activities for all works and execute as per directions of the Engineer-in-charge of Client/ User. However tentative minimum routine & preventive maintenance schedule for following services shall be as under:

28.1. Fire Fighting and Protection & Detection System

A. Daily

- i. Check water level in UG Fire Tank
- ii. Check water pressure in sprinkler & yard hydrant ring mains
- iii. Check voltage of incoming electric supply
- iv. Check operation of Jockey Pump
- v. Check level of fuel in diesel storage tank
- vi. Check level of lubricant oil in diesel engine
- vii. Check starting battery voltage
- viii. Check Healthiness of fire detection system

B. Weekly

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- i. Check water leakage in hydrants, if any
- ii. Check and operate yard hydrants
- iii. Check and operate first aid hose reel
- iv. Check automatic operation of main electrical pumps

C. Monthly

- i. Check automatic operation of diesel engine
- ii. Check air filter of diesel engine
- iii. Check setting of controls
- iv. Cleaning of all hydrants & nozzles
- v. Clean the starting panel
- vi. Tighten glands & replace gland dori if required of all pumps & valves
- vii. Check operation of fire brigade inlet and outlet valves
- viii. Check the conditions of portable Fire extinguishers

D. Annual

- i. Check all sluice & gate valves and descale
- ii. Grease all the bearing of pumps & motors
- iii. Check connections of all the cables, switches and starters
- iv. Drain water of UG tank & clean
- v. Replace suction water strainers in UG tank
- vi. Paint yard hydrant cabinets and exposed pipes, motors & pumps etc.
- vii. Check operation of sprinklers & sprinkler pump by breaking few sprinkler heads

All the Fire Fighting System and Protection & Detection Systems/ installations have to be kept in good healthy working conditions and any repair/replacement required for any equipment shall be done immediately. Mock drill should be arranged monthly or as required with the prior approval of Engineer-in-charge.

28.2. DG Sets with AMF Panel, Water Supply Pumps, Drainage Pumps, & O&M of Substation, SFU HT, External & Internal Electrification & all other Electrical Installations

A. Daily:

- i. To check the healthiness of all the electrical installations e.g. DG Sets, Transformer, Main LT Panels, Sub Panels, DGs, all water/ drainage supply pumps and to take necessary action if found unhealthy.
- ii. Recording in the DG Set Log Book live Stock of HSD daily with signature
- iii. Maintain a register for Recording complaints and attending the same with date, time & signature.

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- iv. Any other work required for the equipment for proper functioning.

B. Weekly:

- i. Attend the equipment complaints which are not sorted out during daily maintenance.
- ii. Cleaning of LT Panels, DGs if so required.
- iii. Change of External / Internal luminaries tubes/ bulbs / chokes, as required, etc.
- iv. Record all the major events in the history Register for DG Sets, Transformer, AMF panel, BUS BAR and Circuit Breakers for their maintenance, faults and other characteristics shown during their operation.
- v. Any other work required for the equipment for proper functioning.

C. Monthly:

- i. Maintenance of DG Sets and other electrical installation as per their OEM schedule.
- ii. To check the solenoid valve, safety controls Mechanical, Electrical / Electronics and their -locking of the various equipment.

D. After every three months:

- i. Maintenance of DG Sets and other electrical installation as per their OEM schedule.
- ii. Checking of lubricant (if required), the bearing of the pumps/motors and keep the proper record.
- iii. The check the foundation bolts of the pumps/ motors and to take the necessary action if required.

E. Major Maintenance:

- i. Major Maintenance of DG Sets, Sub Station and other electrical installation as per their OEM schedule.
- ii. Record all the major events in the history register for DG Sets, Transformers, AMF panel, BUS BAR and Circuit Breakers for their maintenance, faults and other characteristics shown during their operation.
- iii. The check the foundation bolts of the pumps/ motors and to take the necessary action if required.

28.3. Central Air Conditioning Plant (HVAC) and it's Electrical Installation System

A. Day to Day Operation/Routine Maintenance.

1. Check the water level in the make-up water tank in the terrace and check functioning of float valve. See proper function of the circulation pumps.
2. Cleaning of make up tank, filters and strainers.

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3. Starting and stopping the plant in proper sequences.
 4. Cleaning of equipment.
 5. Leak test of the system.
 6. Tightening of belts as and when required.
 7. Stopping the plant whenever there is some abnormal noise.
 8. Maintaining proper record of preventive maintenance.
 9. Maintaining of proper log sheet of running of plant.
 10. The reading of the suction and discharging pressure, oil pressure, oil & gas level, suction and discharging pressure of pumps, voltmeters & Ammeters etc. shall be checked and recorded in the LOG – BOOK (provided by firm/ agency /contractor) on hourly basis. Necessary action is to be taken if the reading is not normal.
 11. To check all the electrical motors and their bearing for abnormal noise / heating and to take necessary action if found normal.
 12. To drain out water and clean the AC Plants / AHU's etc. as and when required /scheduled.
 13. The inside ambient conditions i.e. DB, WB & RH of all the AHU's shall be recorded on hourly basis. Filters of the AHU's / fresh Air inlet etc. are to be cleaned regularly as per schedule.
 14. The temperature of each room shall be measured for any corrective action And these are to be recorded in LOG-BOOK.
 15. To keep the machine rooms equipment such as chilling plant area, AHU's Exhaust fans neat and clean including their room floor, wall ceiling etc. in an orderly manner
 16. Recording of any complaints received and attending to the same and closing the complaint as per the format supplied by Client/ User.
 17. Alignment of shoots at diffusers / grills for proper air supply.
 18. Any other work required for the equipment for proper functioning.
 19. Attending complaints whenever called for.
- B. Weekly:
1. To check the refrigerant system.
 2. To clean all the strainers and the filters
 3. To check the alignment/ looseness of all the belt driven equipment and rectify if required.
 4. Filters of AHU's / Fresh Air inlet etc. are to be cleaned regularly as per services maintenance schedule.
 5. To check the water inside the makeup tank for hardness /dirty and drain and fill with softened water if required.

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6. Cleaning of Grills and diffusers

C. Monthly:

1. To check the gland/seal, coupling of Pumps
2. To check the solenoid valve, safety controls Mechanical, Electrical/Electronics and inter – locking of the various equipment.
3. To check all the AHU ducts/ Insulation / proper positioning / damages and rectifying the same where ever required.

D. After every three months.

1. To check and lubricant (if required) the bearing of the motors and keep the proper record.
2. The check the foundation bolts of the pumps and motors and to take the necessary action if required.
3. Check the quantity of Air flow from various out lets in each Room / Area as per Drawings and do adjustment of dampers etc. as and when required.
4. Check the performance of each of the equipment of HVAC plant for proper functioning.

E. Details of maintenance Activities and as per OEM maintenance manual :

- a) Descaling/Chemical cleaning of condenser tubes once in a year or as per OEM schedule/maintenance Guidelines.
- b) Checking and setting of controls four times in a year.
- c) Replacement of oil and cleaning of filters
- d) Topping up of refrigerant whenever required
- e) Replacing any defective controls in mechanical/electrical system whenever found defective.
- f) Rectification of leak if any and testing the system with Nitrogen pressure and recommissioning after vaccumization
- g) Attending problems of any nature in compressors, motors, controls, condenser water pumps, chilled water pumps, water softener plant, water makeup tank/pumps, water softener plant and AHUs etc.
- h) Carrying out off-season preventive maintenance once in a year.
- i) Carrying out work of overhauling, rewinding, replacement of bearings of pumps, motors, AHUs etc. whenever required.
- j) Greasing of pumps, motors, AHU bearings as OEM.
- k) Decaling of valves and repairing of glands.
- l) Chemical cleaning of cooling coil of AHUs.
- m) Replacement of defective belts, pulleys, blowers, shaft, bearings of AHUs whenever found defective.

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- n) Replacement of defective ACBs, switches, fused, contactors, starters, indicating lamps, Controls, wires and lugs.
- o) Painting of equipment.
- p) Any works, other than indicated above but required essentially for proper functioning of the equipment

28.4. General

- I. All the equipment/installation shall always be kept in good and trouble free operating conditions.
- II. All the required record for break-downs/repairs and maintenance etc. shall be maintained in the form of history books and logbooks etc. as per directions.
- III. All the maintenance works shall be carried out in accordance with the manufacturer's specifications and instructions of the engineer -in-charge.

**DRAFT FOR
CONTRACT FOR OPERATION & MAINTENANCE SERVICES**

This Contract made the day _____ at _____ the _____, representative by _____ (herein after called "The Employer") of the one part and _____ (herein after called "The Contractor") of the other part.

WHEREAS the Employer had invited bids vide NIT No. HLL/ID/13/64 for Construction of Super Specialty Hospital for Govt. Rajaji Medical College, Madurai & OPERATION AND MAINTENANCE SERVICE (the "OMS");

AND WHEREAS as per Notification of award No. _____ the tender of M/s _____ for Rs. _____ and Rs. _____ for OMC was accepted by the Employer;

AND WHEREAS as per Notification of award No. _____, the Employer after substantial completion of Building and when the said Building and when the said Building ready to use may enter into a contract for AMC with the Contractor;

AND WHEREAS the Building was substantially completed and ready to use on ___;

AND WHEREAS the Contractor has already submitted its offer to provide AMC for ____ Years and the year wise rate for five years for CAMC in its offer vide ref. _____.

AND WHEREAS the Employer has accepted the Contractor offer for providing CAMC for _____ year upon the terms and subject to the conditions of this Contract.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. This Contract for AMC is for __year(s) starting form __at Contract Price of Rs.____.
2. The Contract price of this Contract shall be fixed during the tenure of this Contract.
3. This scope and terms and condition of this Contract shall be governed by the following documents, which shall be deemed, and to be read and construed as integral part of this Contract.
 - a) _____
 - b) _____
 - c) _____
 - d) _____
4. In addition to the scope of AMC the Contractor shall also to execute all the items which the Employer consider necessary.
5. In consideration of the payments to be made by the Employer to the Contractor hereby covenants with the Employer to execute and complete the works and

remedy any defect therein in conformity in all respects with the provisions of the Contract.

6. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defect therein under this Contract, the Contract Price or only such other sums as may become payable under the provisions of this Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS CONTRACT TO BE EXECUTED THE DAY AND YEAR FIRST BEFORE WRITTEN.

Signed, Sealed, and Delivered by the Said

Binding Signature of _____ For
and on behalf of the President of India

Signed, Sealed, and Delivered by the Said

Binding Signature of

(Contractor)

In the Presence of the following witnesses