**Annexure-A**

**Special Terms and Condition:**

**Scope of Work: Operation and Comprehensive Preventive Maintenance of Internal Electrification Works and 2x100 KVA, 1x50 KVA D.G Sets.**

**Job Description:** Comprehsive AMC of Internal Electrification Works and 2x100 KVA, 1x50 KVA D.G Sets in the Office of the Mission Director , NHM , Assam, Saikia Commercial Complex, Guwahati-781005 for the year 2023-24. .

**Job Location :** Office of the Mission Director, NHM, Assam, Saikia Commercial Complex, Christian Basti, Shreenagar Path, G.S. Road, Guwahati.

**Scope of Work:**

1. The contractor will depute his service persons in NHM Office Campus after signing of the Agreement.
2. Maintenance of all internal electrification installations at the **Office of the MD,NHM Assam, Saikia Commercial Complex, Christian Basti, Shreenagar Path, G.S. Road, Guwahati**.
3. Round the clock operation of 2x100 KVA and 1 x 50 KVA D.G. Sets during power cut and any other purpose.
4. Daily checking of batteries, lubricating oil, coolant etc and to be recorded in the Daily checking Register.
5. Filling/Re-filling of fuel, lubricating oil etc. as and when required will be provided by the Manager, Transport as per requirement of Z.E.( Elect.), NHM, Kamrup Zone based on verification of Log Book and on actual consumption.
6. The Contractor has to carry out overall checking of engine, alternator etc. Alternator and any spare parts, if required, will have to be brought by the contractor from the Authorised Service Centre of the manufacturer and Quarterly bill will be paid accordingly. All the items brought by the Contractor should be entered in the Register maintained for the purpose.
7. Checking of electrical panel, conductor and recording in the daily checking register.
8. Change of lubricating oil, filters etc. of Generator after specified running hours as per manufacturer’s guidelines as directed by Department.
9. Maintaining Log Book and daily checking of the register for D.G. Sets: Load on D.G. Set, Voltmeter, Ammeter readings, Fuel/ Lubricating oil filling, Start and Off Time Records etc are to be maintained in the Log Book properly, and duly signed by the operator on duty. Logbook as well as Daily Checking Register must be countersigned by the Z.E. (Elect.), NHM, Kamrup Zone and should be produced during submission of bill.
10. Normal Annual Overhauling of the D.G. Sets is included within the Contractor’s Scope of Work.
11. Capital items like engine, shaft and its necessary bearings, alternator, battery, panel, carburettor etc., if required to be changed should be brought by the contractor with prior written consent of Chief Consultant, Construction Cell, NHM from the Authorised Service Centre of the Manufacturer. All the items brought by the Contractor should be entered in The Register maintained for the purpose.
12. Preventive maintenance should also be carried out to minimize the breakdowns to achieve maximum economy and efficiency.
13. The Contractor’s authorised person should attend the breakdown calls immediately as and when required on urgent basis and should have to be acknowledged by us by signing the field service report/card and all the expenses shall be borne by the Contractor.
14. The Contractor cannot assign the contract or any part thereof or any benefit or interest therein or there under to anyone without the prior written consent of NHM, Assam.
15. At the end of the contract period Contractor will have to handover the Plant & Equipment of the Electrical System to NHM in good running condition.
16. If it is necessary to take out the D.G. Set from the premises or any other spare parts etc. or any other components of internal electrification for repairing, overhauling etc. all the expenses like freight, packing, insurance etc. will be borne by NHM on actual basis and shall be subject to prior approval of NHM.
17. The Contractor has to compensate NHM for any loss or damages, which might occur due to negligence and mishandling of any property, materials, goods etc. of NHM by Contactor’s workmen/operators.
18. If any additional High skilled, Skilled, Semi-skilled Electrician or Supervisor or Operator is required for the maintenance purpose in terms of the Contract, the Contractor should engage them at his own expenses.
19. The Operators engaged by the Contractor must be ITI (Electrical) with experience of D.G. running. The Contractor shall submit to NHM the Operators Schedule of work in advance along with the details of their personnel who will be posted at site for operation of the Diesel Generator Set such as:-Daily operation and maintenance shall be 12 hours in a day (Inclusive of all Sundays and National holidays).

9.00 AM to 9.00 PM + As an when required by the demand of work.

The payment shall be made quarterly on submission of bill as per norms.

1. In case of major breakdown, when repairing time is more than 24 (twenty four) hour, then the firm/bidder has to make alternative arrangement for supply of power during failure of main supply by hiring of generator at their own cost.
2. The maintenance contract includes armoured cable connection and switching of changeover of D.G. Sets.

**The scope of the agreement does not include the following:**

1. Repair or damage resulting for accidents, transportation, neglect or misuse, insects or cause other than of normal use.
2. Damage caused by or arising out of or aggravated by fire cause by sources external to the equipment covered under this agreement, theft, flood, earthquake, war, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not), civil war, revolution, insurrection, mutiny, labour unrest, lockout, confiscation, commandeering by a group of malicious persons acting on behalf of or in connection with any political organization, requisition or

destruction or damage by order of any government de-facto or public, municipal or local authority.

1. This agreement does not cover hardware upgrade of any kind.
2. Nuclear reactions, radiations or radioactive contamination.
3. Willful act of or willful negligence of the customer or its representative.
4. Repair / Rectification / Replacement of parts which are occasioned to any Unauthorized person trying or repair / rectify after the equipment covered under this agreement or other equipments which are connected to the equipment covered under this agreement.

All the defective items shall become the property of Second Part on replacement of parts and have to be returned to Second Part.

**Terms and conditions:**

1. All the statutory/ legal liabilities will be handled by the firm and NHM will not be liable for the same in any circumstances.
2. The job contract is awarded initially for a period of one year. It is extendable for another two years based on review of the performance. **However, the terms of agreement may be discontinued by giving 1(one) month notice if the performance is not satisfactory and in case of misconduct.**
3. The firm shall be responsible for getting the character and antecedents of the persons engaged verified from the Police Authorities before putting any person to work and that person should be free from any communicable disease.
4. Upon the expiry of the period of this contract or upon termination of this contract, Contractor shall have to vacate the entire premises. In case failure to vacate the premises, NHM reserve the right to remove all belongings at the Contractor’s risk & cost.
5. Contractor will be responsible for the safety of the manpower engaged by him and should not deploy any minor to work.
6. Contractor has to provide identity cards to employees engaged after approval by M.D./E.D. NHM at his expenditure. All employees should be well dressed in uniform as specified by NHM.
7. It is clearly understood by the Contractor that the contract is purely a commercial engagement and is not an employment. There will be no employer employee relationship between NHM and the contractor’s employees. Immediately on termination of this contract, the contractor shall be obliged to withdraw all employees from the said premises of work.
8. If NHM finds any of the contractor’s workmen unsuitable on good and reasonable ground the decision of NHM shall be final and binding and in all such cases, and if required the contractor shall have to replace such workmen forthwith.
9. The Contractor shall also have to ensure that the workmen engaged by him for providing such services remain detached from the influence of local anti social inhabitants and also do not indulge in any political or union activities and shall under no circumstances interfere in anyway, in any dispute between the employees and the management of NHM.
10. The Contractor shall be liable for any damage or compensation payable in accordance with the law in respect or in consequences of any accident or injury to any workmen or other person in their employment as per the provision of the Workmen Compensation Act.
11. Contractor should not sublet a part or whole of the premises to any other Agency for any purpose what so-ever without permission from NHM.
12. Contractor should not indulge in carrying out activities other than the purpose stipulated here under.
13. Contractor has to maintain cleanliness conditions in and around the workplace. No staff member will be engaged for the purpose and it shall be his entire responsibility.
14. In case of any dispute, decision of the M.D. NHM shall be final.
15. Any violations of these terms and conditions will lead to termination of the job contract.
16. Any legal disputes arising out of this job contract will be settled in Guwahati Courts only.
17. Electrician/ Generator Mechanic should be available during office hours (9 A.M. to 9 P.M.) to attend call us when required including D.G. Operator.
18. The work including all type of repairing including pity addition and alteration work also, as per requirement of department.
19. Payment will be released quarterly on submission of bill.
20. Penalty will be imposed upon the Contractor, if any of the D.G. Sets remains non functional more than 24 (twenty four) hours from report time of defects @ Rs 500.00 per day.
21. If any legal disputes over the implementation of the provisions of the terms of reference if arises will be settled within the jurisdiction of Guwahati only.
22. If any case the work is stopped before expiry of the contract, disciplinary action will be taken and the SD money submitted will be forfeited.

Mission Director

National Health Mision, Assam