

Annexure – A

Special Terms and Conditions

Scope of work for Operation and Comprehensive Preventive Maintenance of Internal Electrification Works & 2 X 100 KVA & 1 X 50 KVA D.G. Sets

Job Description:. Operation and Comprehensive Preventive Maintenance of Internal Electrification Works & 2 X 100 KVA & 1 X 50 KVA D.G. Sets for 2016-17.

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

Scope of Work:

1. The contractor will depute his service person(s) in NHM Campus after signing of the Agreement.
2. Maintenance of all the internal electrification installed at the premises of **NHM Assam, Saikia Commercial Complex, Christian Basti, Shreenagar Path, G.S. Road, Guwahati.**
3. Round the clock operation of the 50 KVA & 2x100 KVA DG set 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 P.E.(Elect.), NHM H.Q., 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 on approval of the MD/ Spl. Construction, NHM from the Authorised Service Centre of the manufacturer and thereafter will be reimbursed by NHM based on Cash Memo, bill etc. All the items brought by the Contractor should be entered in the Register maintained for the purpose.
7. Checking of electrical panel and conductors and recorded 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 DG Set: Load on DG 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 P.E. (Elect.), NHM.
10. Normal Annual Overhauling of the DG Set is included within the Contractor's Scope of Work.
11. Capital items like Engine, shaft and its necessary bearings, alternator, battery, panels, carburettor etc., if required to be changed should be brought by the contractor with prior written consent of MD/ Spl. Construction, NHM from the Authorised Service Centre of the Manufacturer and thereafter would be reimbursed by NHM based on Cash Memo, Bill etc. 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 DG 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 Contractor'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 DG 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:-
20. Daily operation and maintenance shall be 12 hours in a day (Inclusive of all Sundays and National holidays).
21. But electricity at the server room at 3rd floor is required 24x7. So the bidder must make arrangement continuous supply of electricity 24x7 at the server room.
(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.

The scope of the agreement does not include the following:

1. Repair or damage resulting for accidents, transportation, neglect or misuse,
2. insects or cause other than of normal use.
3. Damage caused by or arising out of or aggravated by fire cause by sources
4. 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.
5. This agreement does not cover hardware upgrade of any kind.
6. Nuclear reactions, radiations or radio active contamination.
7. Willful act of or willful negligence of the customer or its representative.
8. 6. Repair /rectification / replacement of parts which are occasioned to any
9. Unauthorized person trying or repair / rectify after the equipment covered under
10. this agreement or other equipments which are connected to the equipment covered under this agreement.

A.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 years. 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 MD/Spl. Construction, and 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 MD 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.

Sd/-
Mission Director
National Health Mission, Assam