



e-TENDER DOCUMENT

FOR

**Supply, Installation, Testing & Commissioning of medical accessories
& Fittings for 02 No. ACLS Ambulances for Safdarjung Hospital, New
Delhi under HUDCO CSR**

NIT No.: HUDCO/CSR/SJH/2022/01

Dated: 13/08/2022

ISSUED BY

**Executive Director (C&C/CSR) i/c
Housing & Urban Development Corporation Limited,
(A Govt. of India Enterprises)
HUDCO Bhawan, India Habitat Centre, Lodhi Road, New Delhi-110003
An ISO 2001: 2015 Certified Company
<http://www.hudco.org>
<https://www.tenderwizard.com/HUDCO>**

1. **REFERENCE CODE FOR TENDER:**

NIT No.: HUDCO/CSR/SJH/2022/01

Dated:13.08.2022

2. **TENDER DOCUMENTS:**

Tender Documents shall comprise of the following: -

Sections

SECTION I	Notice Inviting e-Tender.....	03
SECTION II	Instruction to Bidders.....	05
SECTION III	Scope of work & Completion milestone.....	17
SECTION IV	Technical Specifications.....	20
SECTION V	General Conditions.....	29
SECTION VI	Special Conditions.....	63
SECTION VII	Price BID.....	80

Forms

FORM A	Letter of Bid.....	70
FORM B	Particulars of Bidder.....	71
FORM C	Agreement.....	72
FORM D	Proforma of Bank Guarantee.....	76
FORM E	Acceptance of Tender Conditions.....	79
FORM F	List of Completed Works during last 5 years.....	80
FORM G	Undertaking for Correctness of Documents.....	81

SECTION – I

NOTICE INVITING *e*-TENDER

NOTICE INVITING e-TENDER (NIT)

Housing & Urban Development Corporation Limited (HUDCO), through Executive Director (C&C/CSR)-i/c invites technical and financial bids on item rate basis for “**Supply, Installation, Testing & Commissioning of medical accessories & fittings for 02 No. ACLS Ambulances for Safdarjung Hospital, New Delhi under HUDCO CSR**” through **e-tendering** process from specialized, technically sound and financially capable firms/contractors/MSME registered agencies, as per the eligibility criteria mentioned in this NIT.

Sl.No.	Particulars	Description
1	NIT No.	HUDCO/CSR/SJH/2022/01
2	Name of the work	Supply, Installation, Testing & Commissioning of the medical accessories & fittings for 02 Nos. ACLS Ambulances for Safdarjung Hospital, New Delhi.
3	Type of Tender	3 Envelope Item Rate Tender
4	Estimated Cost	Rs.34,00,000/- (inclusive of GST) Rupees Thirty-four lakh only.
5	Period of Completion	Six (6) weeks to be reckoned from 7 th day from the date of issue of LOA.
6	EMD	Rs. 34,000/- Rupees Thirty-four thousand only
7	Non-refundable cost of e-tender document	Rs. 1500/- plus applicable GST Rupees One Thousand Five Hundred plus applicable GST.
8	Performance Guarantee	3% of the Awarded value
9	Security deposit	5% of the Awarded value.
10	Pre-bid clarifications	As per Section - II, Clause – 1 of Bid documents
11	Last date & time of submission of online tender on https://www.tenderwizard.com/HUDCO	29/08/2022 at 01:00 PM
12	Date/ Time of opening of Bids	29/08/2022 at 3:00 PM

For further information:

The Executive Director (C&C/CSR)- i/c
Housing & Urban Development Corporation Limited,
Core 7-A, India Habitat Centre,
Lodhi Road, New Delhi – 110 003.
Phone - 9444382586/9818215614.
Email id: csr@hudco.org

SECTION – II

Instruction to Bidders

Introduction:

Housing & Urban Development Corporation Limited (HUDCO), a Government of India Undertaking having its Corporate Office at HUDCO Bhawan, Core 7-A, India Habitat Centre, Lodhi Road, New Delhi, through its Executive Director (C&C/CSR)-i/c, invites technical and financial bids on item rate basis for **“Supply, Installation, Testing & Commissioning of medical accessories & fittings for 02 No. ACLS Ambulances for Safdarjung Hospital, New Delhi under HUDCO CSR”**.

HUDCO, invites online bids from specialized, technically sound and financially capable firms/contractors/MSME registered (also registered in NISC under PP Policy) agencies, as per the eligibility criteria mentioned in this NIT.

1) PRE-BID MEETING

- 1.1. The Tenderers can seek/submit any clarification/questions on issues relating to the tender, if any, in writing by e-mail so as to reach the tender issuing authority for this purpose viz. The Executive Director (C&C/CSR)-i/c through e-mail: csr@hudco.org latest by 22/08/2022.
- 1.2. The purpose of the above is to clarify the issues raised and to answer supplementary questions on such issues, if any.
- 1.3. The text of the clarifications/questions raised and the responses given will be uploaded on HUDCO's website viz. www.hudco.org. Any modifications of the tender document which may become necessary as a result of clarifications shall be made exclusively through the issue of an Addendum/Corrigendum. Addendum/ Corrigendum, if any, will also be uploaded on HUDCO's e-tender website viz- <https://www.tenderwizard.com/HUDCO> and <https://www.hudco.org> and <https://www.eprocure.gov.in>, which will become part of bid document.

2) SUBMISSION OF TENDER

- 2.1 The bid document can be downloaded from HUDCO's e-tender website viz- <https://www.tenderwizard.com/HUDCO> and <https://www.hudco.org> and <https://www.eprocure.gov.in>.
- 2.2 Complete bid consisting of Bill of Quantities (BoQ) and other required documents should be submitted online at <https://www.tenderwizard.com/HUDCO> through technical bid. The rates quoted on item rate basis shall be on the format for financial bid. The scheduled dates are given in the relevant paras of this NIT.
- 2.3 The bidder shall bear all costs associated with the preparation and submission of the bid and HUDCO will in no case be responsible and liable for those costs regardless of the conduct or outcome of the bidding process.
- 2.4 The executive control of the work, as far as this tender is concerned, subject to the overall control of the Chairman & Managing Director HUDCO, shall be with the Executive Director (C&C/CSR)-i/c, HUDCO to whom the Bidder/Contractor shall address all communications.

3) TERMS AND CONDITIONS SPECIFIC TO E-TENDER PROCESS:

3.1 Bidders have to do registration with our Service Provider which is presently M/s ITI Ltd. Service Provider will provide them telephonic training and assistance after payment of requisite fee plus applicable GST, as per actual as onetime registration fee from bidders of Rs. 3000/- (Rs. Three Thousand only), which is valid for a period of three years. Digital certificates can be obtained from M/s ITI Ltd. or from any other Certifying authorities after paying requisite cost and submitting required documents as nominated by the Office of Controller of Certifying authorities (CCA) as available on website <http://cca.gov.in>. The cost of Digital certificates is not covered in one-time registration fee. It is the sole responsibility of bidder to arrange Digital certificates and/or registration and any such excuse of non-availability of digital certificates and/or registration shall not be accepted in any case.

Contact details of M/s ITI Ltd. for Helpdesk Support are follows.

Name – Mr. Mayank Contact No. 8800115628 E-mail ID: twhelpdesk605@gmail.com	Name :Mr. Mohit Contact No. 8800165956 E-mail ID: twhelpdesk751@gmail.com mohit.s@etenderwizard.com
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Tendering Website <http://tenderwizard.com/HUDCO>. Bidders are advised to add e-mail IDs related to this tender to their address book to avoid bouncing of e-mail/non-delivery of e-mail/delivery of e-mail to junk or spam folder etc.

3.2 It is mandatory for all the applicants to have Class III Digital Signature Certificate (in the name of person who will sign the bid documents) from any of the licensed certifying agency. For more information, refer installation guide provided during first log-in. Any untested or new token or token without latest drivers may not work properly. Bidders are advised to check the compatibility of their Digital Signature, E-Token, JAVA requirements (minimum Java JRE 7 and above), available under system requirement link at <http://www.tenderwizard.com/HUDCO>, using Administrator user access, etc. Further latest updated information, if any, in this regard may please be checked by the bidders in the “Systems Requirements” tab on e-tendering website.

3.3 The bids are to be submitted online only, through e-tendering website. This site is best viewed in Google Chrome and Mozilla Firefox browser(s). Bidders are advised to ensure availability of essential requirements at their end e.g. internet connectivity, digital signature, registration with the Service Provider, valid compatible e-token of Digital Signature, bid preparation etc. and not to wait for last date to avoid last minute problems. Bidder may request for extension of last date in case of technical problems well before last date which HUDCO may consider or not depending on HUDCO’s business requirements of time period available to HUDCO and other factors. But if request of extension is made in last hours, HUDCO may not be able to consider the request, so bidders are requested to ensure submission of bids well before last date and time. Neither HUDCO, nor Service Provider (presently M/s ITI Ltd.) shall be responsible for non-submission of tenders in time. Complaints attributable to compatibility of the Client Systems, ignorance of users, non-availability of internet connectivity/bandwidth/compatible Digital Signature tokens/any

other aspects will not be entertained. No further communication in this regard shall be entertained.

- 3.4 Earnest Money Deposit (EMD) of Rs. 34,000 / -and tender document fees of Rs. 1500/- plus GST as applicable is required to be deposited in HUDCO 's Current Account, the details of which are given under para 4.3(a) below. Bidder has to upload the scanned image of the EMD and place the tender document fees instrument/document in the **Envelope-1**.

The MSME firms/ agencies registered in NSIC under PP policy are exempted from payment of EMD & tender fee subject to prevailing Office Memorandum issued by competent authorities from time to time, has to upload the Earnest Money Deposit and the tender fee exemption certificate.

- 3.5 The bids should be prepared strictly as per terms & conditions failing which the bid is liable to be rejected without any further notice. The bidder has to unconditionally agree to the terms & conditions mentioned in the tender document, online before proceeding further with filing in the data in the bidding schedules.
- 3.6 The bidder has to upload duly filled supporting documents. All the bidding schedules which have been identified as mandatory by HUDCO have to be filled in compulsorily. The system will not allow a bidder to make his final submission of tender until all the mandatory bidding schedules are filled up by the bidder. Bidders have to provide clarifications through email or as physical documents, if required by HUDCO for proper evaluation of bids.
- 3.7 When a Tenderer submits his bid, system generates a "Final Submission Receipt" with the tender details and the date and time of submission. Once the tender is submitted by the bidder, it is equivalent to dropping the envelope in the electronic tender box. However, withdrawal of the bid can only be done before the last date & time of submission of the tender. Any modification in offer after the closing time is not permitted.
- 3.8 Even if any single cell/column in a mandatory field of any online form is left blank, the bidder may not be able to submit his bid in the electronic tender box.
- 3.9 Bid shall not be entertained by any other mode, except e-Procurement, as detailed in this tender e.g. bids received physically/telegraphically/by fax/e-mail shall not be entertained. However, HUDCO may ask the bidders to submit subsequent clarifications/hard copies through physical documents/email etc. During selection process, HUDCO reserves the right to seek clarification or verification of any information mentioned in the bid/supplied by vendors before finalizing the award of work.
- 3.10 Tenders are to be submitted on or before prescribed last date and time. The bidder gets an online receipt (Date & Time) for the final submission of tender. This receipt will always be available on his respective log-in ID against the particular tender.
- 3.11 It is not compulsory for Bidders to personally visit HUDCO office to attend bid opening and the result of financial bid opening can be viewed by bidders by logging on to the e-tendering website at their end.

4) SUBMISSION & OPENING OF BIDS

The Bidders shall submit their bid in the form and manner specified in this NIT. The bid shall be submitted online through website <http://www.tenderwizard.com/HUDCO>.

4.1 ELIGIBILITY CRITERIA

- i) The bidders who have completed similar works, as detailed below, during last 5 years ending last day of month previous to the one in which tender is invited:
 - (a) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost put to Tender.
OR
 - (b) Two similar completed works each costing not less than the amount equal to 60% of the estimated cost put to Tender.
OR
 - (c) One similar completed work costing not less than the amount equal to 80% of the estimated cost put to Tender.

Note: Similar work is defined as works related to Supply, Installation, Testing & Commissioning of medical accessories & fittings for ACLS Ambulances

- ii) Average annual financial turnover for similar works during the last 3 years, ending 31st March of previous financial year shall be 50% of the estimated cost.
- iii) The Net worth of the bidder firm (manufacturer or principal of authorized representative) should not be negative on “The Relevant Date” and also should not have eroded by more than 30% in the last three years, ending on “Relevant Date”.
- iv) The applicant should have required technical and associated manpower required for proper execution of the work.
- v) The past experience in similar nature of work should be supported by Copies of Letter of Award/ Contract Agreement and Completion certificates issued by the client’s organisation. In case of the work experience is of private sector, the Completion certificate shall be supported with copies of the Letter of Award/ Contract Agreement and Corresponding TDS Certificates. Value of Work will be considered commensurate with the value of TDS Certificates.
- vi) The applicant should have valid GST Registration No. as per GST Norms and the copy of the same shall be submitted with the tender.
- vii) The bidder should have ESI Registration and EPF Registration/ Account no. and the copy of the same shall be submitted with the tender, in **Envelope 2**.

Note - In case the applicant is exempted from registration of EPF and ESI they may submit copy of the document issued by the concerned Govt. Dept./ Agencies with such provisions. Also, the applicant shall furnish an affidavit to the effect that they are complying with all relevant statutory norms regarding ESI and EPF.

4.2 Selection Process

The selection of the contractor for execution of the work will be done on the basis of 3-stage evaluation process, as detailed below:

- a) Stage 1 – Earnest Money Deposit and Tender Document cost – Envelope 1
- b) Stage 2 – Technical Proposal – Envelope 2
- c) Stage 3 – Financial Proposal – Envelope 3

4.3 Stage 1 – Earnest Money Deposit – Envelope 1 (Online)

- a) **Envelope 1** shall contain scanned copy of transaction slip paid for EMD amounting to Rs. 34,000/- and the tender document cost of Rs 1500/- + applicable GST. In case of an MSME agency registered with NSIC under PP policy, the bidder has to upload the scanned image of valid MSME registration certificate & NSIC certificate by **29/08/2022, 1:00 P.M.** (Product range/ activity mentioned in such certificate should be similar to the requirement of this NIT). The tender document cost shall only be accepted electronically in the **current a/c of HUDCO as per details given below: -**

Name of Beneficiary	HUDCO Ltd.
Bank	HDFC Bank Ltd.
Branch	B-3-4, Suryakiran Building 19, K.G. Marg, New Delhi- 110001
IFSC Code	HDFC0000003
A/c No.	00030350017801
Purpose	Tender Fee
Name of Agency	

The bidder has to ensure that the EMD and tender document cost is credited to HUDCO's account as mentioned well before the stipulated date and time, to avoid any technical issues/ delay on last day/ time.

- b) Technical bid envelope (Envelope 2) of only those bidders shall be opened, whose scanned copy of the EMD deposit receipt and the tender document cost or copy of valid MSME Registration certificate and NSIC registration under PP Policy Certificate are uploaded within the stipulated date and time.
- c) All the documents which are to be attached shall be in the form of **scanned copy of original documents**, alongwith the “Acceptance of Tender Conditions” (**FORM E**), and “Undertaking for Correctness of Documents” (**FORM G**).

4.4 Stage 2 – Technical Bid - Envelope 2 (Online)

Technical Bid shall contain the following:

S. No.	Contents of the Technical Bid	Scanned copy of the Documents to be attached
1	Letter of Bid (On Bidder's Letter Head)	Duly filled and signed Form A
2	Particulars of the Tenderer	1. Duly filled and signed Form B 2. Registration/Incorporation of the Company 3. PAN No. 4. GST IN No. 5. Power of Attorney-for Authorised Representative 6. ESI Registration 7. EPF Registration/ Account no. 8. Copy of valid MSME registration (if applicable) 9. Other requisite documents as mentioned

		in Form B
3	The Tenderer shall be a single 'legal entity'. Consortiums & JVs are not applicable	Certified by Registered Chartered Accountant (with CA No.) – One Document
4	Average annual financial turnover during the last 3 years, ending 31st March 2022	The statement indicating the same shall be certified by Chartered Accountant (with CA No.) – One Document.
5	Confirmation that the Net worth of the Bidder is not negative on relevant date and also the Net worth of the firm has not eroded by more than 30% in the last three years ending on “relevant date”	Document duly certified by a practicing Chartered Accountant.
6	Details of execution of similar work in the last five years	Work Orders and Completion Certificates issued by the client (Employer of the executed Project) shall be provided in support of undertaking the assignments – (as per FORM F).
7	Any other document, if required to be uploaded by the bidder	Maximum 2 Documents

4.5 Stage 3 – Financial Bid - Envelope 3 (Online)

- i) The financial quote shall include all costs, applicable GST, duties and local taxes/levies, any other expenses etc. associated for execution of the project.
- 4.6 Any corrigendum, if issued, in respect of the Tender, shall be uploaded on <https://www.tenderwizard.com/HUDCO> and <https://www.hudco.org>. Bidders are requested to see HUDCO's website before actual submission of tenders.
- 4.7 The **Envelope 1 containing the** scanned copies of EMD and tender document cost details shall be opened first on **29/08/2022 at 3:00 PM**. If found in order, the Technical Bid of eligible bidders shall be opened subsequently.
- 4.8 Even though any bidder may satisfy the above requirements, he would be liable to disqualification, if he has made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document.
- 4.9 On the evaluation of the technical bids by HUDCO, financial bids of only those agencies would be opened online, who are found to be eligible as per the criteria mentioned in NIT. **The date of opening of financial bids shall be intimated to the eligible agencies separately.**
- 4.10 In the event of the specified date of opening of bids being declared a holiday for HUDCO, the bids shall be opened at the appointed time and location on the next working day or as informed.

- 4.11 The tender received shall remain valid for acceptance till 60 days of opening of technical bid. In case the lowest bidder withdraws his offer during validity period of 60 days, the bidder shall be suspended for participation in the tendering process for the works of HUDCO for a period of one year from the bid due date of this work.

5) Award of Contract

- i) After selection of the bidder, a Letter of Award (LoA) shall be issued, in duplicate, by HUDCO to the selected BIDDER and the selected BIDDER shall, within 3 (Three) days of the receipt of the LoA, sign and return the duplicate copy of the LoA in acceptance thereof.
- ii) In the event the duplicate copy of the LoA duly signed by the selected Bidder is not received by the stipulated date, HUDCO may, unless it consents to extension of time for submission thereof, the LoA issued by HUDCO will become null and void and the bidder shall be suspended for participation in the tendering process for the works of HUDCO for a period of one year from the bid due date of this work.
- iii) An Agreement would be required to be signed for the purpose within the stipulated date, as will be mentioned in the award letter to the bidder.
- iv) On award of work the selected bidder will have to deposit the performance guarantee @ 3 % of awarded amount, within 7 (Seven) working days from date of LoA or within the extended period, if any, allowed by HUDCO. The same shall remain valid for a minimum period of 60 days beyond satisfactory completion of contract as per GCC. This performance guarantee will be released on satisfactory completion of work. The Performa for the Performance Guarantee is at **Form D**.

6) COMMENCEMENT OF WORK.

The Bidder/Contractor shall commence the work within 7days from the date of issue of LoA or handing-over of Ambulances, whichever is later.

7) ACKNOWLEDGEMENT AND ACCEPTANCE BY BIDDER

It shall be deemed that by submitting the bid, the bidder has:

- (i) made a complete and careful examination of the NIT;
- (ii) received all relevant information requisitioned from HUDCO;
- (iii) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the NIT or furnished by or on behalf of HUDCO or relating to any of the matters stated in the NIT Document;
- (iv) satisfied itself about all matters, things, information and Ambulance's condition, necessary and required for submitting an informed bid/tender and performance of all of its obligations thereunder; and
- (v) agreed to be bound by the AGREEMENT (**Form C**), which shall be executed subsequent to award of work. The bid with all accompanying documents (the **Documents**) and all communications in relation to or concerning the selection process shall be in English language and strictly on the forms provided in this NIT.

8) CLARIFICATION IN TENDER DOCUMENTS

For any technical and other clarifications in connection with this invitation to tender, Bidder may contact the following address:

The Executive Director (C&C/CSR)-i/c
Housing & Urban Development Corporation Limited,
HUDCO Bhawan, India Habitat Centre,
Lodhi Road, New Delhi-110003.
e mail: csr@hudco.org

9) **INSPECTION OF VEHICLE & APPRECIATION OF WORKING CONDITION**

The bidders are advised to inspect the ambulances parked at the parking bay of Safdarjung Hospital, New Delhi, on or before 22nd August 2022 – between 1100 hrs & 1530 hrs. with prior intimation to HUDCO - submitting the tender, and acquaint themselves with working conditions including constraints and collect all necessary information required for execution/carrying out the work.

10) **LANGUAGE**

Tender documents including tender drawings, if any, and other information shall be prepared, provided and submitted in English language.

11) **VALIDITY OF TENDER**

The tender and the price quoted shall remain valid for acceptance for a period of 60 (Sixty) days from the date of opening of technical bid.

12) **SIGNING OF TENDERS**

Tender shall be digitally signed by person(s) holding necessary power of attorney.

13) **OPENING OF TENDER**

Tender shall be opened on the date, as specified in this NIT.

14) **EXPENSES FOR TENDER PREPARATION**

For the preparation and submission of tender, Bidder shall not be entitled to any cost, expenses or other claims whether or not the tender is accepted, rejected or invitation to Tender is withdrawn or cancelled.

15) **SCOPE OF TENDER**

The scope of work, terms and conditions and other details have been specified in the tender documents. **Bidders shall prepare and submit their tender keeping in mind the requirements of tender documents.** Any tender not quoted for the complete work as per tender documents or is otherwise incomplete or is not in compliance with the tender documents shall be liable to rejection.

16) **AMENDMENTS TO TENDER DOCUMENTS**

HUDCO shall have the right to amend/delete/add various provisions in the tender documents or withdrawal/cancel the invitation to tender without assigning any reasons whatsoever. The amendments/errata issued by HUDCO shall be read carefully in conjunction with tender documents. The Bidder's price/rate/amount shall be deemed to have been worked out taking into account amendments/errata also.

17) **ACCEPTANCE OF TENDER**

HUDCO shall not be bound to accept the lowest or any tender or to assign reasons for non-acceptance of any tender. HUDCO also reserves the right to accept a tender either in whole or in part. Breakup of prices/item rates shall be binding on the Bidder even in the case of acceptance of a tender in part.

18) **BIDDER NOT TO RESILE**

The tender for the work shall remain open for acceptance for a period of 60 (Sixty) days from the date of opening of technical 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 HUDCO, then HUDCO shall, without prejudice to any other right or remedy, have liberty to reject the Bid. Further such Bidder shall not be allowed to participate in the retendering (present/future) process for the subject work. HUDCO may also suspend the bidder from participation in the tendering process for the works of HUDCO for a period of one year from the bid due date of this work.

19) **EARNEST MONEY**

19.1 Tender shall be accompanied by earnest money deposit (EMD) of Rs. 34,000/-(Rupees **Thirty four thousand** only). The payment of earnest money shall be accepted through electronic mode only and payment needs to be made as per HUDCO's bank detail detailed in Para 4.3 (a) of Submission of Opening of bids above.

19.2 EMD should be credited to HUDCO's account at New Delhi as in clause 4.3 (a), before the due date and time of opening of tender.

19.3 Refund of Earnest Money

The earnest money given will be returned without any interest, to the unsuccessful bidders within a period of 30 (Thirty) days, after evaluation of financial bid and award of work to the successful bidder.

19.4 Forfeiture of Earnest Money

19.4.1 If the selected Bidder/Contractor withdraws his tender before the expiry of the validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification in the terms and conditions of the tender which are not acceptable to the Employer, then the Employer shall, without prejudice to any other right or remedy, be at liberty to forfeit the earnest money absolutely.

- 19.4.2 If the successful bidder/Contractor fails to furnish the prescribed performance guarantee within the period prescribed above, the LOA shall stand cancelled and the earnest money would be forfeited by HUDCO, automatically without any notice.
- 19.4.3 In case the successful bidder/Contractor fails to commence the work specified in the tender documents on the 7th day of such time period as mentioned in letter of award, after the date on which the Employer issues written orders to commence the work, or from the date of handing over of the site, whichever is later, the LOA shall stand cancelled and the Employer shall, without prejudice to any other right or remedy, be at liberty to forfeit whole of the earnest money absolutely.
- 19.4.4 If only a part of the work as shown in the tender is awarded, and the Contractor does not commence the work, the amount of the earnest money to be forfeited by the Employer shall be worked out with reference to the estimated cost of the work, so awarded.
- 19.4.5 In case of forfeiture of earnest money as prescribed in above paras, the Contractor shall not be allowed to participate in the retendering process for the subject work.

20) **SECURITY DEPOSIT**

- i) The Security Deposit will be collected @ 5% of the awarded value, by deductions from the running bills of the contractor at the rate mentioned below:
 - A sum @10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum amounts to 5% of the awarded value of work.
 - Any further adjustment based on actual value of work done shall be done while releasing the final bill amount.
- ii) Security Deposit will be retained till the completion of the defect liability period, 12 months after satisfactory completion/handing over of the ACLS, to SJ Hospital. Security Deposit shall bear no interest for the entire duration of the Contract and defects liability period or till its refund.
- iii) HUDCO shall be free to set off Security Deposit, against expenditure incurred by it in rectification of the defects, in case the Contractor fails to attend to the defects in time satisfactorily.

21) **DEDUCTIONS**

- i) Security Deposit shall be deducted from payments towards running bills.
- ii) Income Tax at the applicable rate shall be deducted.
- iii) Labour Cess
- iv) Any other applicable statutory deductions.

22) **WATER & ELECTRICITY**

Water of adequate quality and quantity for construction shall be arranged by HUDCO at one point, if so required. The Contractor shall make his own arrangement for supply of water to the site & storage of water required for construction and workmen etc., at his own cost.

Electricity shall be supplied by HUDCO at one point, if so required. The Contractor has to make his own arrangements for drawing the construction power from the point as mentioned above up to work spot at his own cost. In case of any break down or insufficient supply of electricity from local authorities, the Contractor shall make his own arrangements of electricity power to augment supply commensurate to the schedule of completion of work. Any additional power required for any other purpose including running any specialized equipment shall be arranged by the firm/ Contractor at their own cost. No claim of time extension and or money will be entertained by HUDCO on this account.

The Contractor shall be charged @ 1% on each R/A bill and Final bill as charges, if water and electricity services are actually used, for the work.

SECTION – III

SCOPE OF WORK AND COMPLETION MILESTONE

SCOPE OF WORK AND COMPLETION MILESTONES

Name of the Work	:	Supply, Installation, Testing & Commissioning of medical accessories & fittings for 02 No. ACLS Ambulances for Safdarjug Hospital, New Delhi under HUDCO CSR
Period of Completion from effective date of LoA/ Work Order	:	06 (Six) Weeks

1. SCOPE OF WORK

- a) Scope of work is broadly described in B.O.Q/PRICE BID. Annexed to these documents.
- b) B.O.Q. is based on Item rates. The items of work shall be measured net as executed and paid for under respective items of schedule.
- c) All items of work under B.O.Q. shall be read in conjunction with drawings, particular specifications, technical specifications and list of approved makes of materials. Wherever the details are not available standard engineering practices as per BIS shall be applicable.
- d) Quantities given in B.O.Q are provisional and shall be executed as ordered by the Engineer/Consultant.

2. UNIT PRICES/RATES

- a) Unit prices/rates shall be deemed to include cost of all materials, labour, taxes, excise duties, octroi, works contract tax, service tax, transportation, T&P machinery, loading, unloading, escalation on all accounts, watch & ward etc. including all other over heads and profits.
- b) Unit rates of all items of work shall include working at all locations, conditions heights, depths, leads & lifts etc. complete in all respects including obtaining all clearances/ licence from concerned authorities.
- c) The total scope of work shall be deemed to have been covered by relevant items of this schedule, relevant drawings and specifications. Minor details of all relevant items which are essential for the overall completion of work but are inadvertently left un-described or un-detailed in any of the documents forming part of the tender, shall be deemed as taken into account in quoted unit prices/rates.
- d) BOQ are required to be quoted in unit rates/prices in relevant columns of BOQ in words and figures and work out the total cost against each part of this schedule. The individual total cost of each schedule shall be carried over to general summary to arrive at the overall cost of the tender.

3. **ESCALATION**

Any escalation in the prices of materials, fuel, power, light and labour wages etc. during the currency of contract and/or as a result of coming into force of any fresh law or statutory rules or order or any other reason during contract period shall not be considered or reimbursed.

4. In case of any discrepancy in the drawings or between the drawings, technical specifications and / or B.O.Q. of items the Contractor shall seek clarifications from the Engineer/Consultant and shall carryout the work in accordance clarification furnished by Engineer. Several documents forming the job order are to be taken as complementary to one another. The order of preference shall be observed as described under **Clause 2.03 of Section V**.

5. **MATERIALS**

All materials shall be Contractor's supply and shall be of best quality available. Samples of materials shall be got approved from the Engineer/Consultant and a record of the same maintained.

SECTION – IV

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

Specification for Fitment of Medical Devices in Advanced Life Support Ambulance - Medical equipment should be as per National Ambulance Code AIS-125 (Part-2), as described below:

1. Scoop Stretcher

- i) Should be light weight, safe and reliable.
- ii) Clutch Design/Locking device should be positioned off centre to allow case closure from the patient head.
- iii) Adjustable length according to patient's height
- iv) Easy to lock and unlock
- v) Minimum 3 Quick release buckle belts
- vi) Net weight: not more than 10 kgs
- vii) Load capacity: 150kgs
- viii) Should be EN 1865: 1999 AND 1789/2007 certified.

2. Spine Board with Straps with head immobiliser

- i) High density polyethylene – Single Piece
- ii) Rigid, Light & Floatable
- iii) Resistant to bumps and corrosions
- iv) Non-observant, immune to infiltrations
- v) Easy to clean
- vi) Net weight 9 KG
- vii) Load Capacity 150 KG
- viii) L X W X H – 1570mm X 40mm X 50mm
- ix) Fixtures device and compliance with EN 187=65:1999

3. AC/DC-Suction Pump Portable

- i) Body should be made of light weight ABS plastic
- ii) Collection bottle 1000 ml capacity Autoclavable with disposal liner and filter directly integrated in the cover.
- iii) Suction aspirator with air flow of at least 30L/min and a vacuum level of at least 60mmHg
- iv) As per ISO 10079-1999
- v) Overflow protection ensured
- vi) Compact and light weight
- vii) Inbuilt anti-flammable rechargeable battery with autonomy upto 75 minutes and battery status display.
- viii) Should be wall mounted docking station with a facility of 12V DC charging as per EN 1789 – 2010 norms with 10G capacity mount from the same manufacturer.

4. Ambu Bag Adult – Silicon

- i) 1600ml adult self-inflating double ended silicone bag with mounts
- ii) Siliconised
- iii) Side feed oxygen inlet

- iv) Type “L”non-rebreathing valve
- v) Size 4 Clear hood facemask with silicone cuff
- vi) 1.5 mtrs oxygen enrichment tubing
- vii) Carrying case

5. Ambu Bag Child – Silicon

- i) 500ml Self inflating double ended silicone bag with mounts
- ii) Side feed oxygen inlet
- iii) Type “L”non-rebreathing valve with pressure limiting device 40 cms of water
- iv) Size 0A Circular Paed. All Silicone facemask
- v) Reservoir Hose with Adaptor to provide higher oxygen & 1.5 mtrs oxygen enrichment tubing
- vi) Carrying case

6. Mouth to mouth ventilation devises Adult, child and neonate of reputed manufacturer

i) Needle & Syringe Destroyer – Manual

- a) Maximum weight 2.5 Kgs
- b) Motion Tolerant

ii) Syringe Pump – two

- a) Flow rate programmable from point No. 0.1 to 900 ml per hour or more with user selectable flow set rate.
- b) Bolus rate should be programmable to minimum 400 to 500 ml per hour with infused volume capacity. Audio alarm after every 0.5 ml delivered bolus.
- c) Save last bolus/infused rate even on power failure/Switch off.
- d) Display of drug name with provision of memorising at least 5 to 10 drug names.
- e) KVO must be available with user selectable KVO.
- f) Various occlusion pressure triggers levels.
- g) Should work on commonly available syringe rom 10 to 50 ml.
- h) Automatic detection of syringe size.
- i) Should alarm for wrong loading of syringe OR Flanges out of slots etc.
- j) Should have inbuilt battery backup for at least four hours
- k) Should have comprehensive alarm package for OP limit exceed near end infusion, volume limit, KVO rate flow, low battery, AC failure
- l) Should have safety certificate from competent authority ISO: 13485, European CE with notified code/US FDA approved AIS – 125 compliant

7. Transport Ventilator

- i) Should have quick & easy access ventilation mode or through entry of the patient’s height or preset emergency mode for adults, children and infants upto 5 kg for transporting patient for Pre-Hospital & intra hospital condition, through turbine – driven ventilator.
- ii) Should have a colour TFT display of minimum 4”

- iii) Should be compact & portable (weight less than 3 kg for the main unit)
- iv) Minimum Battery Backup 7 hrs.
- v) Should have following **Ventilation Modes** – IPPV, S_IPPV, SIMV, PEEP, CPAP & Manual trigger
 - Should have:
 - a) Respiratory frequency: 5 min-1 to 40 min-1
 - b) Tidal volume: 50 ml to 2000ml
 - c) Pressure limit (Pmax): 10 mbar to 65 mbar
 - d) Built in PEEP: 0 mbar to 20 mbar
 - e) Colour Coded Patient Selection Menu with Pre-Configured Parameters for use by technicians/paramedics, in case specialist is busy in handling other emergencies.
 - f) The equipment should be supplied with all required brackets/mounts (from the same manufacture) to ensure mounting in ambulance and on stretcher rails for hospital use.
 - g) Magnetic plugs at the device end of the power supply cable so as to avoid any electrical mishap under any circumstances including direct contact with an open plug under any unforeseen emergency situation.
 - h) Should display FiO2 selection from 21% to 100% & bar graph-pressure with PAW
 - i) Ventilator should be user friendly
 - j) USFDA/Europeon CE, EN 60601-1, EN 1789, En 794-3, ISO 10651-3 & RTCA DO-160 G certified

8. Defibrillator with Monitor

- i) The device should be biphasic defibrillator cum Monitor having 8.4" inch screen with inbuilt transcutaneous pacer for reviving the heart functions by providing selected quantum of electrical shocks with capability to arrest all arrhythmia.
- ii) Should have charging time of less than 9 seconds for maximum energy of 2 to 360 Joule.
- iii) Should work on manual and automated external defibrillation (AED) mode
- iv) Should be capable of doing synchronized & asynchronized cardio-version and having in-built thermal Printer and Minimum size must be 100mm.
- v) Have facility for monitoring 12 Lead ECG, Heart Rate, SpO2, & NIBP
- vi) Should have spo2 with Masimo Rainbow technology and can upgrade to EtCO2 (as per ISO 21647)
- vii) Power supply: The device should have capability to work on 230V, 50Hz AC mains and Battery capable of delivering upto 50 shocks at 200 Joule
- viii) The equipment should be supplied with all required brackets/mounts (from the same manufacture) to ensure mounting in ambulance and on stretcher rails for hospital use.
- ix) The device should be:
 - a) Capable of being stored and operated in ambient temperature of 0.Ç to + 40.C.
 - b) Capable of being stored and operated in relative humidity upto 95% without condensation.
 - c) It should have minimum IP 55 rating

- d) The device must fulfil the Crash proof norms like US military standard MIL STD 810 G or EN 1789
- e) The device should be USFDA/European CE from the notified body & ISO/EN 60601-1-12, ISO/EN 60601-2-24, ISO/EN 60601-2-27 certified
- f) The device must have feature of External Cardiac Pacing (ISO 60601-2-4)

9. **Nebuliser Reputed Make**

- i) Provision for fixing/Hanging in the Ambulance desirable

10. **Hand held Glucometer with compatible strips – Reputed Manufacturer make**

11. **Multiple stiff neck adjustable Collar – adult and paediatric**

12. **Pneumatic splints**

- i) Set of 6 adult sizes (Hand & wrist, Half arm, Full arm, Foot and angle, Half leg & full leg) with carrying case
- ii) X-ray through the splints
- iii) Inflation tubes' extension with closing clamp makes closing easy and quick after inflation
- iv) Fixing of splint is by zipper or belt
- v) Distal end left open to expose toes
- vi) Should be washable and reusable
- vii) Should be supplied with the appropriate pump required to inflate the splints
- viii) Should be as per CE/FDA/BIS/ISI standards:

13. **Emergency kits**

- i) Should have following items
- ii) Manual Suction pump (foot operated)
- iii) Oxygen cylinder – lightweight aluminium (2 lit water capacity) – two
- iv) Oxygen regulator
- v) Resuscitator bag
- vi) Laryngoscope – standard – paediatric and adult
- vii) Videolaryngoscope – with adult and paediatric blades
- viii) Magill forceps
- ix) Nasal prongs
- x) Venturimask, simple face mask, nebulizer mask – adult and paediatric
- xi) Non rebreathing mask with reservoir bag
- xii) NIV mask – adult and paediatric
- xiii) Endotracheal tubes - adult, paediatric, neonatal
- xiv) Oral Airway
- xv) Bougie, stylet
- xvi) Laryngeal mask airway – adult and paediatric
- xvii) Sphygmomanometer
- xviii) Finger pulse oximeter – battery operated
- xix) Stethoscope
- xx) Thermometer

- xxi) Diagnostic hammer
 - xxii) Penlight
 - xxiii) Tongue Depressor
 - xxiv) Syringe infusion set
 - xxv) I.V. Cannula, IV set with dial-a-flow, 3-ways
 - xxvi) Syringes and needles
 - xxvii) Tourniquet
 - xxviii) Pressure bags
 - xxix) IO (Intraosseus) cannulation kit
 - xxx) First aid surgical devices
 - xxxi) Elastic bandage
 - xxxii) Defibrillator pads and gel
 - xxxiii) Catheter mount
 - xxxiv) Disposal dressing trays
 - xxxv) Sterile Gloves
 - xxxvi) Adhesive plaster
14. **Oxygen Cylinders** – 2 Nos. of D-type oxygen cylinders
Maximum filling pressure of 150 kgf/cms² as per IS:7285
As per ISO 10524-3-205 and ISO 10651-3-1997 standards
15. **Portable Oxygen Cylinder** – 1 No. of portable oxygen cylinders
As per ISO 10524-3-205 and ISO 10651-3-1997 standards
16. **Extrication Equipment & others**
- i) 12” Wrench Adjustable Open End
 - ii) 12” Screw Driver Standard Square Bar
 - iii) 8” Screw Driver Philips Head # 2
 - iv) Hacksaw with 12” Carbide Wire Blade
 - v) Vice Grip Pliers 10”
 - vi) 51b Hammer with 15” Handle
 - vii) Fire Axe Butt 24” Handle
 - viii) Wrecking Bar with 24” Handle
 - ix) Bolt Cutter with 1” to 1/4” Jaw Opening
 - x) Shovel with Pointed Blade
 - xi) Tin Snips – Double Action 8” Minimum
 - xii) Mastic Knife
 - xiii) Spring Load Canter Punch
 - xiv) Goggles
 - xv) Pruning Saw
 - xvi) AC/DC Rechargeable search light, 400 Meter range, water proof, docking station with auto charging facility
 - xvii) Seat belt cutter
 - xviii) Communication equipment – walkie-talkie/mobile

17 Supply & Installation of equipments & accessories

This specification covers supplying, installing, testing as may be necessary before fitting, assembly, installation and commissioning into operation of the **fitment of Medical Devices in Advanced Life Support Ambulance (2 nos.) for VMMC & Safdarjung Hospital** and inclusive of the following: -

- (i) Central Excise Duty is to be paid by the contractor, if applicable.
- (ii) Service Tax/GST to be paid by the contractor.
- (iii) Transporting and Labour Charges are to be paid by the contractor.
- (iv) Supply, Installation, Testing/Certification & Commissioning of the ACLS.
- (v) Arranging all equipments/arrangements required for the purpose of installation/erection.
- (vi) 12 Months Free Maintenance Services to be provided.

Submission of the above documentation shall form a precondition for the final acceptance of the supply/installation of equipment and processing for final payment.

17.01 In case of discrepancy between the drawings and specifications, the Contractor shall assume the more stringent of the two and furnish his rates accordingly.

17.02 The Contractor shall prepare fabrication and shop and working drawings, as applicable/if required and all work shall be according to approved drawings. Approval of drawings does not relieve the Contractor of his responsibility to meet with the intents of the specifications. All such drawings for approval shall be in quadruplicate. In addition, the Contractor shall submit manufacturer's details of all materials and equipment and get them approved before ordering. This has to be done whether the materials / equipment are one of the approved make or not.

18 TOOLS AND SPARE PARTS

All tools, tackle, scaffolding and staging required for erection and assembly of the equipment and installation covered by the contract shall be obtained by the Contractor himself.

19 TESTING & HANDING OVER

The Contractor shall carry out tests on different equipment as specified in various sections in the presence of HUDCO/Consultant in order to enable them to determine whether the plant, equipment and installation in general comply with the specifications.

All equipment shall be tested after carrying out the necessary adjustments and balancing to establish equipment ratings and all other design conditions. The test data shall be submitted in the Acceptance Test Forms, as prescribed/supplied by the Consultant. At least four sets of readings shall be taken for each item tested and submitted in the prescribed form or any other Acceptance Test Forms as prescribed/supplied by HUDCO/Consultants. Instruments required for testing shall be furnished by the Contractor for testing with initial requirements of all consumables.

20 PERFORMANCE GUARANTEE

All equipment and the entire installation shall be guaranteed to yield the specified ratings and design conditions. Any equipment found short of the specified ratings by more than the allowable tolerance as determined by the test readings shall be rejected.

21 DEFECTS LIABILITY

All equipment and the entire installation shall be guaranteed against defective materials and workmanship for a period of 12 months reckoned after the ACLS is commissioned and handed over to the SJ Hospital. In case the testing of the ACLS is delayed for any reason, the defects liability shall extend for a minimum period of 6 (six) months from the date the test readings are accepted. During the defect's liability period, the contractor shall rectify, repair or replace defective parts and components free of cost, to the satisfaction of HUDCO/Consultant.

22 STATUTORY INSPECTIONS/CLEARANCE

The Contractor shall be fully responsible for meeting all the statutory obligations & local inspectorates wherever applicable to the works carried out by them. The Contractor should prepare all working drawings and obtain approval of concerned competent authorities and also have the equipment and installation inspected and got approved. All fees & other expenses for submission and approval of the various and relevant statutory / bodies shall be embodied in the tender prices.

23 SAFETY PRECAUTIONS

- i) A competent and authorised Supervisor/Technical personnel shall be on the site whenever the contractor's men are at work to supervise the same. The Supervisor should ensure that all plant and machinery used on the site are endured safe for working and meets with the Indian or International safety standards applicable for the use and operation of such machinery. The Supervisor should also ensure that the workmen are supplied with and made to use safety appliances such as safety belts, life lines, helmets etc. The Supervisor shall not leave the work site without permission from HUDCO/Consultant or their nominee.
- ii) Smoking shall not be encouraged on the site but altogether strictly prohibited in areas where combustible and inflammable goods / materials are stored or lying about.
- iii) Any hot job such as welding, soldering, gas cutting shall not be carried out without the permission of the Engineer-in-charge representing the HUDCO/Consultant. Such jobs shall not be carried out where in flammable materials are stored or lying about. All electric connections shall be through adequately sized mechanically protected cables without any joints and with proper and adequate terminals. All power supplies shall be through properly rated fuses with isolating devices. No such hot jobs shall be carried out on holidays and without the presence of the Engineer representing HUDCO/Consultant.
- iv) It is entirely the responsibility of the Contractor to practice the principles of 'Safety First' during the entire tenure of work with adequate insurance covering injury or death to workmen, loss by theft or damage to materials and property in position or not and third-party liability stipulated.

- v) The Contractor should clear the site of all debris every day to avoid accidents. In case this is not done, the Engineer representing HUDCO/Consultant may engage necessary labour to maintain the cleanliness of the premises and removal of debris, and debit all or part of the expenditure so incurred from the Contractor/s.

vi) **LICENSE**

As per the mandatory requirement, Contractor has to get the ACLS inspected from the concerned regulator before the ACLS is put for operation. All fees/other expenses for submission and approval of the relevant statutory/bodies shall be embodied in the tender prices.

vii) **MAINTENANCE**

1. Scope

The scope of work covers the maintenance chores of ACLS's equipments, to be attended by the Contractor during the Defects liability period as well as under the Annual Maintenance Contract.

2. Defects Liability Period

During the defects liability period i.e. twelve (12) months after completion/handing over of ACLS to SJ Hospital, the contractor shall ensure services of inspection and maintenance for the equipment installed under this contract for period of twelve (12) months from the date of acceptance of the complete installation. The maintenance during the above period shall be free of cost and shall cover inspection of equipment, carrying out necessary adjustments, oiling, greasing except replacement of parts due to misuse or accidents or negligence of others. The periodicity of such inspection maintenance service shall be not less than once a month. The above maintenance schedule is over and above break-down calls. A record of such maintenance shall be maintained.

SECTION – V

GENERAL CONDITIONS

Table of Contents

ARTICLE- 1	: DEFINITIONS-----	32
ARTICLE- 2	: SCOPE OF WORK-----	33
ARTICLE- 3	: COMPLETION TIME -----	34
ARTICLE- 4	: CONTRACT PRICE-----	35
ARTICLE- 5	: TERMS OF PAYMENT -----	36
ARTICLE- 6	: TAXES AND DUTIES-----	37
ARTICLE- 7	: RESPONSIBILITY OF THE EMPLOYER -----	37
ARTICLE- 8	: OBLIGATIONS OF THE CONTRACTOR -----	37
ARTICLE- 9	: STANDARD OF WORK -----	38
ARTICLE- 10	: RESPONSIBILITY FOR COMPLETION -----	39
ARTICLE- 11	: EXCLUSIONS -----	39
ARTICLE- 12	: RATES FOR EXTRA ITEMS -----	39
ARTICLE- 13	: MEASUREMENT OF WORK -----	40
ARTICLE- 14	: ENGINEER/CONSULTANT’S AUTHORITY -----	42
ARTICLE- 15	: CHANGES -----	43
ARTICLE- 16	: WORKING HOURS -----	43
ARTICLE- 17	: DRAWINGS, SPECIFICATIONS, SCHEDULE OF ITEMS -----	42
ARTICLE- 18	: CONTRACTOR’S REPRESENTATIVE AT SITE -----	44
ARTICLE- 19	: REJECTION-----	43
ARTICLE- 20	: COORDINATION WITH OTHER CONTRACTORS-----	43
ARTICLE- 21	: LIQUIDATED DAMAGES AND INCENTIVES-----	44
ARTICLE- 22	: COMPLETION CERTIFICATE -----	44
ARTICLE- 23	: DEFECTS LIABILITY PERIOD-----	45
ARTICLE- 24	: MATERIALS-----	45
ARTICLE- 25	: OTHER PERSONS ENGAGED BY EMPLOYER -----	46
ARTICLE- 26	: MISUSE OF WORKS -----	46
ARTICLE- 27	: REFUND/FORFEITURE OF SECURITY DEPOSIT -----	46
ARTICLE- 28	: INSPECTION AND TEST -----	46
ARTICLE- 29	: ACCESS TO WORK -----	49
ARTICLE- 30	: NO INTEREST PAYABLE-----	49
ARTICLE- 31	: MATERIALS NOT INCORPORATED IN WORKS-----	49
ARTICLE- 32	: SITE/AMBULANCE CONDITION-----	47
ARTICLE- 33	: EMPLOYER’S CLAIM-----	50
ARTICLE- 34	: SAFETY AND SECURITY -----	50
ARTICLE- 35	: ACCIDENT OR INJURY TO WORKMEN -----	52
ARTICLE- 36	: DEDUCTIONS FROM CONTRACT PRICE-----	49
ARTICLE- 37	: COMPLIANCE WITH STATUTORY AND OTHER REGULATIONS -----	50
ARTICLE- 38	: INDEMNITY -----	51
ARTICLE- 39	: PATENT -----	52
ARTICLE- 40	: PRESERVATION OF PEACE -----	52
ARTICLE- 41	: OPERATION -----	52
ARTICLE- 42	: SECRECY -----	52
ARTICLE- 43	: CARRYING OUT PART WORK AT RISK & COST OF CONTRACTOR -----	53
ARTICLE- 44	: SUSPENSION & TERMINATION -----	54
ARTICLE- 45	: FORCE MAJEURE-----	59
ARTICLE- 46	: ARBITRATION-----	56
ARTICLE- 47	: LIQUIDATION/TERMINATION-----	57
ARTICLE- 48	: EFFECTIVE DATE OF AGREEMENT -----	58
ARTICLE- 49	: SECTIONS TO THE AGREEMENT-----	58

ARTICLE- 50 : ENTIRE AGREEMENT-----58

ARTICLE- 51 : AMENDMENT TO AGREEMENT -----58

ARTICLE- 52 : WAIVER -----58

ARTICLE- 53 : ASSIGNMENT-----59

ARTICLE- 54 : COPIES -----59

ARTICLE- 55 : STAMP DUTY -----59

ARTICLE- 56 : GOVERNING LAWS-----59

ARTICLE- 57 : NOTICES -----59

ARTICLE- 58 : FRAUD AND CORRUPT PRACTICES -----59

ARTICLE-1: DEFINITIONS

In this document as hereinafter defined, the following words and expressions shall have the meanings assigned to them except where the agreement explicitly provides: -

- 1.01 “AGREEMENT” shall mean contract agreement together with tender documents and acceptance thereof including Sections, drawings and correspondence, if any, referred to in the Agreement in relation to this work/project.
- 1.02 “Employer” shall mean HOUSING & URBAN DEVELOPMENT CORPORATION LIMITED (HUDCO), represented by Executive Director (C&C/CSR)-i/c, on behalf of Chairman and Managing Director of HUDCO.
- 1.03 “Contractor” shall mean M/s._____having their registered office and principal place of business at _____.
- 1.04 “ENGINEER-IN-CHARGE” shall mean Engineer nominated by Employer for management & execution of the project.
- 1.05 CONSULTANT/ADVISOR shall mean competent medical professional deputed by the Medical Superintendent, Safdarjung Hospital, New Delhi, who has been so nominated for management or execution of this project.
- 1.06 “WORK” shall mean all work, supplies and services to be executed / made / to be performed by the Contractor under the Agreement.
- 1.07 “SITE” means the Ambulance and the parking space at SJ Hospital, under, in, or through, which the works are to be executed or carried out by the Contractor.
- 1.08 “SPECIFICATIONS” shall mean all technical specifications (as prescribed by HUDCO or **as per National Ambulance Code AIS-125 (Part-2)**, statements of technical data, schedule of items / quantities / rates, drawings, sketches, Indian standards, instructions etc. according to which the work shall be executed by the Contractor.
- 1.09 DRAWINGS” shall mean any and all drawings including working drawings and sketches or any modifications enclosed with the tender documents of such drawings, working drawings and sketches as may be issued from time to time by the Engineer to the Contractor for execution of the work.
- 1.10 (a) “CONTRACT” means the Tender Notice, Tender Forms, Articles of Agreement, General Conditions, Special Conditions, Technical Specifications, Drawings and Schedule of work, Bill of Quantities, Financial Bid and the Work Order.
(b) “CONTRACT PRICE” shall mean the price for which the Contract is accepted as per the Letter of Intent/ Work Order.

- (c) “FINAL CONTRACT SUM” shall mean the sum to be paid by the Employer to the Contractor for complete execution of the work and shall be computed/certified by the Engineer/Consultant on the basis of actual net quantities of various items of work as finally executed at the applicable rates as per the schedule of items/quantities/rates forming part of the Agreement.
- 1.11 “ **PLANT AND EQUIPMENT**” shall mean all the equipment, machinery, appliances, tools, tackles etc. of whatever nature required in or about the execution, completion and maintenance of the works or temporary works required for execution.
- 1.12 “**TEMPORARY WORKS**” shall mean all temporary / enabling works of every kind required in or about the execution, completion and maintenance of the works.
- 1.13 “**APPROVAL**” shall mean approval in writing by the Medical Representative//Engineer/Consultant or any authorised representative of the Hospital.
- 1.14 “**MONTH**” shall mean calendar month as per the Gregorian calendar.
- 1.15 The executive control of the work, as far as this agreement is concerned on behalf of HUDCO subject to the overall control of the Chairman & Managing Director, HUDCO, shall be with the Executive Director (C&C/CSR) –i/c to whom the Contractor shall address all communications to be confirmed.

ARTICLE-2: SCOPE OF WORK

- 2.01 The scope of work to be executed by the Contractor under this Agreement shall include all work, materials, supplies and services for interior work, completion and maintenance as specified in the tender documents and as stated hereunder.
- 2.02 The work shall be executed strictly in accordance with the working drawings, specifications, schedule of items/bill of quantities (BOQ)/rates, sketches and written and oral instructions (to be subsequently confirmed in writing) of the Doctor/Engineer-in-Charge/ Consultant or any authorised representative of the Hospital/Employer.
- 2.03 The following order of preference shall be observed for interpretation of the contract:
- a) Description in schedule of quantities (BOQ).
 - b) Technical specifications.
 - c) Drawings.
 - d) Special conditions of contract.
 - e) General conditions of contract.
- 2.04 Any error in description, quantity or rate in schedule of quantities or any omission thereof shall not absolve the Contractor from execution of whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract. In case of any lack of clarity/discrepancies inspite of

following the above-said order the National Ambulance Code AIS-125 (Part-2) shall be considered as guiding documents.

- 2.05 The scope of work to be carried out by the Contractor shall also include the following activities/works:
- (i) Scaffolding works, if any;
 - (ii) All temporary / enabling works;
 - (iii) Any other work/service/approval required in connection with the execution of the contract work.

The cost of all the above-mentioned activities/works shall be deemed to be included in the rates for all items of work although such inclusion may not be specifically spelt out.

- 2.06 Whether specified elsewhere in the Agreement or not, the Contractor shall provide all materials, including, labours of every description, power and water and all tools, tackles, plant and transport necessary for proper execution of the work to the entire satisfaction of the Employer.

ARTICLE-3: COMPLETION TIME

- 3.01 The work shall be completed in all respects and handed over by the Contractor to the Employer as described in NIT.
- 3.02 In order to achieve the completion time as stated above, the Contractor shall submit to the Employer within ten days from the effective date of Work Order/ Letter of Award (LOA), a detailed Bar chart/ PERT Network showing all the activities including mobilisation, procurement of materials, etc. The list of activities includes commencement, duration and completion shall be subject to the approval of the Engineer- in -charge/Consultant.
- 3.03 The Contractor shall not be allowed any extension of completion time except in the following cases and shall be as per decision of the Employer: -
- (i) Force Majeure.
 - (ii) Major changes or substantial addition to the work ordered by the Employer adversely affecting the completion time.
 - (iii) Delay in handing over of Ambulance vans.
 - (iv) Any other reason that may be deemed fit by the Employer.
- 3.04 The work shall be deemed to be completed when upon notice by the Contractor, the Engineer/Consultant has inspected the works and satisfied himself that the works have been fully completed strictly in accordance with the Agreement and necessary completion certificate issued to the Contractor by the Employer.
- 3.05 The Employer shall have the right to take possession of or use any completed part of the work at any time. Such possession or use shall not be deemed to be completion and acceptance of any work not done in accordance with the Agreement.

- 3.06 The Contractor shall submit to the Engineer weekly Progress Reports in prescribed pro-forma, listing progress achieved during the reporting period on activities as detailed in Bar chart/ PERT Network.

ARTICLE-4: CONTRACT PRICE

- 4.01 In consideration of the work, supplies and services to be executed / made / performed by the Contractor as stated above and for any other obligation to be met by the Contractor under the Agreement, the Employer shall pay to the Contractor, as the Contract Price Rs(including the applicable GST).
- 4.02 The Contract Price, as stated above, has been arrived at, based on the estimated quantities of various items of work involved in the work and the actual rate(s) as finalised and stated in the agreement. The contract sum to be paid to the Contractor shall be arrived based on the actual net quantity executed under various items of work, as per the schedule of items and certified by the Engineer/Consultant.
- 4.03 Item rates as stated under the schedule of items / rates shall be firm and fixed and binding on the Contractor during the period of this Agreement, irrespective of any variations of quantities stated therein upto +/- 25% variations of Contract price.
- 4.04 Item rates of various items of work shall be deemed to include cost of all materials, labour, tools, plants, usage of equipment, templates, scaffoldings, supports & approaches, security & safety measures, power, fuel, lubricants, consumables, transport, handling, storage, approval, checking, testing, insurance, taxes/cess, royalties, other revenue expenses, facilities for testing/checking of materials & samples at site, temporary accommodation, services, supervision, overheads, profits etc. and such other items/services as may be required for satisfactory execution in full, of the particular item of work as described in BOQ.
- 4.05 Contract price / item rates shall include all taxes, fees and duties as per **Article-6**.
- 4.06 No reimbursement shall be made for escalation in price of materials, labour and / or fuel during the contract period on any account. Variation in any statutory taxes shall be adjusted accordingly.
- 4.07 In case the Contractor is allowed to use any material other than the ones specifically provided for, the difference in cost shall be deducted as per the prevailing market rate and in no case a higher rate shall be allowed.
- 4.08 Item rates payable to the Contractor for such items, for which no provision has been made in the schedule of items / rates shall be determined as per the **Article 12: Rates for Extra Items**.
- 4.09 For payment of Contract sum, measurement of works under various items of work shall be made as per the provision made under the **Article 13: Measurement of Work**.
- 4.10 The Contractor shall submit an initial performance guarantee of 3% (**Three Percent**) of the initially awarded contract price in the form of a Bank Guarantee Bond or FDR of any Scheduled Bank in favour of HUDCO within 7 (seven) days of issue of LOA. The performance guarantee shall be valid for a minimum period of 60 days beyond the date of completion of all contractual obligations as per GCC. In case of contracts where

supplementary agreement is drawn, the fresh Performance Guarantee shall be obtained from the contractor @ 3% of the amount of the supplementary agreement.

- 4.11 The rates quoted by the Contractor deemed to include all preparatory works required for commencement and satisfactory completion of the work and any rectification / replacement of works carried out as part of defect liability.

ARTICLE-5: TERMS OF PAYMENT

- 5.01 The Contractor shall generate invoice/bills for the work done along with details of measurements in the name of **Medical Superintendent, Safdarjung Hospital, Ring Road, New Delhi 110 029** which are to be verified / checked by the Engineer/Consultant or authorized representative of HUDCO for payment. Payment shall be made by HUDCO to the successful bidder after satisfactory completion of work and based on the recommendation of VMMC & Safdarjung Hospital.
- 5.02 Any extra, deviated/substituted item, if required to be executed, should be executed with prior approval of HUDCO only and are to be measured and billed separately, as annexure, to the main bill.
- 5.03 The mode of measurement for the entire work shall be in accordance with the prevailing procedure/methodology, mandated by the Consultant.
- 5.04 Actual work done & recorded in measurement book will be paid, as per the rate quoted and accepted by the Contractor in the price bid.
- 5.05 Running Account bills for the works executed will be paid to Contractor on his request after completion of work amounting to not less than Rs.15.00 lakh (Rs. Fifteen lakhs only) or at the discretion of Executive Director (C&C/CSR)-i/c. All running payments shall be regarded as payment by way of adhoc payments against final payment only and not as payment for the work completed till the date of final payment. The running payment made shall not preclude the liability of the Contractor to finally complete the work strictly in accordance with the specifications and drawings, if required by re-constructing defective/faulty work.
- 5.06 All invoices for running payments as well as for final payments shall be submitted in prescribed forms duly recommended by the Engineer/Consultant and supported by detailed measurement of items of work.
- 5.07 The R/A bills will be released after deduction of Security Deposit & taxes as prescribed in condition of NIT.
- 5.08 The final bill shall be submitted by the Contractor within 1 (one) month from the date of completion of the works accompanied by:
- a) NOC of statutory bodies, if applicable.
 - b) Completion certificate issued by the Engineer/Consultant.
 - c) No claim Certificate by the Contractor.
 - d) Test/ Warranty/ Guarantee Certificate for items and materials.
 - e) As built drawings, if applicable.

- 5.09 **Payment shall be made by HUDCO to the successful bidder after satisfactory completion of work and based on the recommendation of VMMC & Safdarjung Hospital.**

ARTICLE-6: TAXES AND DUTIES

- 6.01 All taxes including GST, tax on works contract if any, duties, fees, levies, or other charges etc. levied on the Contractor in connection with the contract work shall be borne and paid by the Contractor. Increase / decrease in GST, taxes on work contract if any, after submission of tenders and during the execution of the works, shall be subject to statutory notifications.
- 6.02 All Bank Charges, taxes, dues and all other charges in connection with payment to be made to the Contractor and in connection with Bank Guarantee Bond shall be borne and paid by the Contractor.
- 6.03 TDS/ Income Tax as applicable on the gross value of the contract and surcharge there on, shall be progressively deducted from the Contractor's bills by the Employer for depositing the same with the Income Tax Authorities.
- 6.04 Wherever required by the State, any other tax on works contract shall be recovered at the prescribed rates from the Contractor's running bills by the Employer for depositing the same to the concerned Authority of the State.

ARTICLE-7: RESPONSIBILITY OF THE EMPLOYER

- 7.01 The Employer shall hand over the Ambulances/site for undertaking the work to the Contractor within seven days from the date of LOA/ Work Order.
- 7.02 The Employer shall not be responsible to fulfil his obligations as per **Article 7.01** in time, if such obligations are dependent on Contractor's furnishing information/documents in time and where the Contractor has failed to do so.
- 7.03 The Employer shall be responsible to get the entry passes issued to the Contractor and his employees to work within any restricted area, on the request of the Contractor along with all supporting documents, as desired by Employer.
- 7.04 Arrange to supply water & electricity at one designated point each from where the contractor will make arrangement for its work.

ARTICLE-8: OBLIGATIONS OF THE CONTRACTOR

- 8.01 In order to ensure that the contract work is executed strictly in accordance with the Agreement and in time, the Contractor shall have the following obligations, at no extra cost to the Employer, in addition to such other obligations and responsibilities as have been specified elsewhere in the Agreement:
- i) Make arrangements to bring power from point provided by the Employer at the site, if required.
 - ii) Arrange for testing of material – on site or as applicable or as directed by the Engineer-In -Charge /Norms.

- iii) Provide adequate safety and obligatory provisions for work and workmen.
- 8.02 The Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such articles or things and protect the same till removal as per the instructions of the Employer.
- 8.03 Opening up of covered work, if instructed by the Engineer-in-Charge, if covering was done before inspection by the Engineer-in-Charge or without permission from the Engineer-in-Charge.
- 8.04 Since the Ambulances is stationed in an institutional – hospital building wherein medical personnell/patients may have the movement, due care must be taken not to cause disturbance or annoyance to the occupants, visitors, general public visiting the institution - hospital.
- 8.05 Clearance of the site of all rubbish, debris, unused materials, tools & tackles and hand over the Ambulance in a tidy and clean condition to the Employer/ Client.

ARTICLE-9: STANDARD OF WORK

- 9.01 All material and workmanship shall be in accordance with the technical specification/ drawings **as per National Ambulance Code AIS-125 (Part-2)** Standards and other instructions issued by Engineer/Consultant to the Contractor.
- 9.02 If for any material or workmanship appropriate **National Ambulance Code AIS-125 (Part-2)** Standards or codes are not available or have not been adequately specified in the technical specifications, such materials and workmanship shall conform to other suitable standards and codes, as may be approved by the Engineer/Consultant.
- 9.03 The Contractor shall take due care in achieving and maintaining tolerances specified for various works.

ARTICLE-10: RESPONSIBILITY FOR COMPLETION

- 10.01 **Subject to provision under Article – 11** : Exclusions, any work, supplies or services which might have not been specifically mentioned in the specifications, schedule of items or drawings but are necessary for entire completion of the contract work shall be executed / provided / rendered by the Contractor, without any extra cost and within the time schedule specified. Rates quoted shall be deemed to include such elements of labour and materials necessary to complete the items of work in all respects.
- 10.02 Any work or item not envisaged but found necessary to execute the contract work, in completeness, shall be carried out by the Contractor under instruction of the Engineer/consultant. The rates for such work / items of work shall be determined in accordance with **Article – 12: Rates for Extra Items.**

ARTICLE-11: EXCLUSIONS

- 11.01 Unless otherwise specifically provided elsewhere in the Agreement including technical specifications, drawings and schedule of items, the works / items of work to be excluded from the scope of the Contract shall be clearly and specifically indicated in Schedule of Quantities.

ARTICLE-12: RATES FOR EXTRA ITEMS

- 12.01 If it is found necessary by the Employer to execute any item(s) of work which is not included in the schedule of items and as such no contract rate is available, the rate for such items of work shall be arrived at, as per the procedure being adopted at Safdarjung Hospital for such like items/situations.

ARTICLE-13: MEASUREMENT OF WORK

- 13.01 Unless otherwise specified, measurement of work shall be made for the works actually executed, as per procedure being adopted at Safdarjung Hospital.
- 13.02 The measurements for the purpose of preparing Bills will be taken jointly by the Contractor's representative and the Engineer/Consultant.
- 13.03 In measurement of work as stated under **Article 13.01** and **13.02**, the Contractor shall certify that the work has been carried out strictly as per the drawings, specifications and item of work in terms of the Agreement. Such certificate shall require Consultant/Engineer's endorsement for the purpose of payment.
- 13.04 In the event of any dispute with regard to the measurement of the work executed, the decision of the Employer shall be final and binding on the Contractor.
- 13.05 In the case of site measurements as per **Article 13.02** above, if the Contractor does not attend or neglect or fail to send his representative, despite notice, for taking joint measurements, the measurements taken by the Engineer/Consultant shall be deemed to be the correct measurement of work and shall be binding on the Contractor.

13.06 COMPUTERISED MEASUREMENT BOOK (MB)

- i) Engineer-in-Charge 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 by the Contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format laid down by the Engineer-in-Charge, so that a complete record is obtained of all the items of works performed under the Contract.
- ii) All such measurements and levels recorded by the Contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the Contractor from the Engineer-in-Charge or his authorized representative as per interval of program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the Contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the Contractor or their representatives in token of their acceptance.
- iii) Whenever Bill is due for payment, the Contractor would initially submit draft computerized measurement sheets and these measurements would be got

checked/test checked by the Engineer-in-Charge and / or his authorized representative. The Contractor will, thereafter, incorporate such changes arising out of these checks / test checks, in his draft computerized measurements, and submit to the Engineer-in-Charge a computerized Measurement Book, duly bound, and with its pages machine numbered. The Engineer-in-Charge and / or his authorized representative would thereafter check the MB, and record the necessary certificate for their check/test checks.

- iv) The final, fair, computerized Measurement Book given by the Contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the Contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the Engineer-in-Charge. Thereafter, the MB shall be taken in the Engineer-in-Charge Office records, and allotted a number as per the Register of Computerized MBs. This should be done before the corresponding Bill is submitted to the Office of Engineer-in-Charge for payment. The Contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the Employer.
- v) The Contractor shall also submit to the Engineer-in-Charge separately his computerized Abstract of Cost and the Bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the Bill. Thereafter, this Bill will be processed by the Office of Engineer-in-Charge and allotted a number as per the computerized record in the same way as done for the Measurement Book meant for measurements.
- vi) The Contractor shall, without extra charge, provide all assistance with every appliance, labour and other which are necessary for checking of measurements/ levels by the Engineer-in-Charge or his representative.
- vii) 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 in accordance with the National Ambulance Code AIS-125 (Part-2) and if for any item no such standard is available then a mutual agreed method shall be followed.
- viii) The Contractor shall give not less than seven days' notice to the Engineer-in-Charge or its authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any working order that the same may be checked and / or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and / or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall with the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and / or test checking measurements without such notice having been given or the Engineer-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.

- ix) Engineer-in-Charge or his authorized representative may cause either themselves or through another agency to check the measurements recorded by the Contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.
- x) It is also a term of this Contract that checking and/or test checking the 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 shall nor it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defect liability period.

ARTICLE-14: ENGINEER/CONSULTANT'S AUTHORITY

- 14.01 Engineer-in-charge/Consultant shall be the sole communicating Authority and all correspondence under this Agreement to the Employer shall be addressed to the Engineer/Consultant by the Contractor.
- 14.02 Engineer-in-charge/Consultant shall issue necessary drawings, sketches, specifications, instructions, clarifications, etc. to the Contractor required for the execution of work and also record instructions in site order book, where called for compliance by the Contractor.
- 14.03 Engineer-in-charge/Consultant shall have the authority to: -
 - i) Make modifications, alterations to the specifications.
 - ii) Recommend for approval of Employer, the increase / decrease in the quantum of work specified in the schedule of items or to omit item(s) of work(s) and / or to order substitutions.
 - iii) Inspect, test and examine all the materials and workmanship employed in construction/execution of work.
 - iv) Reject materials / workmanship not conforming to instructions / specifications / drawings and to order for removal of rejected materials or pull down / dismantle defective work (s).
 - v) Enforce the provision of various statutory laws and regulations in vogue pertaining to labour and construction work and ensure their strict compliance by the Contractor.
 - vi) Give notice to the Contractor if any deficiency is found with regard to adherence to accepted programme or sequence of work or delay in procurement of material and labour or negligence on the part of the Contractor or his authorized agent.
 - vii) Alter already agreed programme or sequence of work, if found necessary at a later date.
 - viii) Instruct the Contractor to expel from site any of his employee(s) / workmen who in his opinion is incompetent or otherwise whose presence is undesirable at site.
 - ix) Enforce any or all provisions in the Agreement to ensure that the work is carried out by the Contractor strictly in accordance with the Agreement.

However, these do not absolve the Contractor from his responsibilities to carry out all the works as per terms and conditions of the agreement and adherence to the specified quality parameters.

ARTICLE-15: CHANGES

- 15.01 The Employer/Engineer/Consultant shall have the right, during the performance of the Agreement, to make any addition to, alterations in and omission from the works or any alterations in the kind or quality of the materials to be used therein and shall give notice thereof in writing to the Contractor.
- 15.02 The Contractor shall, in accordance with such notice as per **Article 15.01**, alter, add to or omit from the works as the case may require.
- 15.03 The Contractor shall not carry out any extra items or make any alterations or additions to or omission from the works or any deviation from any of the provision of the Agreement, stipulation, specification or contract drawings without the prior instructions/consent in writing from the Engineer/consultant.
- 15.04 The Contractor shall proceed with the changes as instructed as per Article 15.01 pending settlement of rates for extra items.

ARTICLE-16: WORKING HOURS

- 16.01 Unless otherwise directed or permitted by the Engineer/Consultant/ Employer, the working hours for all works to be undertaken shall only be from 8 AM to 8 PM, except on Sunday and Gazetted holidays, where the works can be undertaken round the clock or as ordered by Employer.
- 16.02 Where instructed by the Engineer-in-charge, the Contractor shall get the works executed in 2/3 shifts and on Sundays and Holidays, if so, deemed necessary by the Engineer for completion of the work as per the time schedule or meet any exigency. No claim for any compensation or extra payment on this account shall be admissible by the Employer.
- 16.03 In the case of working at night, the Contractor shall arrange additional workmen and provide adequate lighting, safety precautions and make other arrangements necessary to carry out the work properly.

ARTICLE-17: DRAWINGS, SPECIFICATIONS, SCHEDULE OF ITEMS

- 17.01 Drawings, specifications and schedule of quantities/ items shall be treated as supplementary to each other and should anything appear in the one that is not described in the other, no advantage shall be taken by the Contractor for any such omission. For such discrepancy / inconsistency the Contractor shall seek instructions from the Engineer/Consultant before proceeding with work and the clarification / decisions given by the Engineer/Consultant shall be treated as final and binding on the Contractor for completion of work.
- 17.02 All drawings, specifications, sketches, schedule of items, etc. furnished by the Employer shall be treated strictly confidential property of the Employer. All such drawings, specifications, sketches, schedule of quantities / items etc., shall be returned to the Employer upon the completion of the contract work. No copies, duplications or Photo copy shall be retained by the Contractor without the written consent of the Employer.
- 17.03 Contractor shall furnish to the Employer all catalogues, literature, manuals, etc., in respect of applicable brought-out items incorporated in the works.

- 17.04 The Contractor shall not himself make any changes in the drawings / sketches, specifications and schedule of items issued by the Engineer for executing the contract work. If any error or omission is detected he shall promptly bring the same to the notice of the Engineer/Consultant for clarification / decision / rectification.
- 17.05 One (1) set of working drawings, specifications and schedule of quantities / items shall be available at the Contractor's site office for reference by the Engineer/Consultant.

ARTICLE-18: CONTRACTOR'S REPRESENTATIVE AT SITE

- 18.01 The Contractor shall, during progress of the works, employ a full time technically qualified, experienced and competent representative, at the site for executing the works till completion.
- 18.02 Any decision, instruction, authorisation or approval given by the Engineer/Consultant to such Contractor's representative shall be deemed to have been given to the Contractor.
- 18.03 Positioning of Contractor's representative as per **Article 18.01** shall be subject to the approval of the Engineer/Consultant.

ARTICLE-19: REJECTION

- 19.01 If the Contract work or any portion thereof, at any time, is found to be defective or fails to fulfil the requirements of the Agreement, the Engineer/Consultant shall give the Contractor notice in writing setting-forth particulars of such defects or failure and the Contractor shall forthwith make good the defects or replace or alter the same to make it comply with the requirements of the Agreement.
- 19.02 Any materials, equipment, etc. brought to the site and found to be not in accordance with the Agreement, shall be rejected by the Engineer/Consultant and the Contractor shall remove the materials from the site within the period specified by the Engineer/Consultant.
- 19.03 The Contractor shall not be entitled to any extension of time or extra cost for rejection as per **Article 19.01** and **19.02**.

ARTICLE-20: COORDINATION WITH OTHER CONTRACTORS

- 20.01 The Contractor shall co-ordinate with other Contractors / agencies working in or about the site or at the adjoining areas on works, if any, having direct or indirect connection with the contract work being executed by the Contractor under this Agreement.
- 20.02 The Contractor shall interact with other Contractors and agencies, if any, stated under **Article 20.01** and sequence various activities with the activities of other Contractors in a manner required for timely and sequential completion of the contract work.
- 20.03 If there is any disagreement between the Contractor and other Contractors and agencies in respect of any activity or sequencing of activities, the same should be referred to the Engineer whose decision shall be final and binding on the Contractor.

- 20.04 Co-ordination with other Contractors / agencies or any dis-agreement or delay in co-ordination or interruption in work shall not entitle the Contractor to any extra time or cost.
- 20.05 The Contractor will ensure that no inconvenience is caused to the occupants of the building, visitors and general public and ensure safety of all such people including his own workmen and staff by taking all safety measures as per prevailing norms throughout the contract period and during defect liability period.

ARTICLE-21: LIQUIDATED DAMAGES AND INCENTIVES

Liquidated Damages

- 21A In-case of delay in completion of the contract, liquidated damages (L.D) may be levied at the rate of half percent ($\frac{1}{2}$ %) of the contract price per week of delay, subject to a maximum of 5 percent of the contract price.
- (i) The Employer, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time for completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D, the Employer will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the contractor as agreed damages equivalent to half percent ($\frac{1}{2}$ %) of the contract value of the works for each week or part of the week subject to the ceiling defined above.
 - (ii) The Employer, if not satisfied that the works can be completed by the contractor, and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.
 - (iii) The Employer, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.
 - (iv) In the event of such termination of the contract as described in clauses (ii) or (iii) or both, the Employer shall be entitled to recover L.D. upto five per cent (5%) of the contract value and forfeit the security deposit made by the contractor besides getting the work completed by other means at the risk and cost of the contractor.

ARTICLE-22: COMPLETION CERTIFICATE

- 22.01 Within 10 days of completion of the work, the Contractor shall give notice of such completion to the Engineer/Consultant and within 7 (Seven) days of the receipt of such notice, the Engineer/Consultant shall inspect the work and if there is no defect, imperfection or shortfall in the work and due certificate from the concerned authorities have been obtained, shall recommend to the Employer for issue of completion certificate. The Employer will issue the completion certificate, accordingly.
- 22.02 At the option of the Employer a provisional completion certificate may be issued indicating defects (a) to be rectified or re-constructed by the Contractor and / or (b) for which payment shall be made at reduced rate.

- 22.03 No completion certificate or provisional completion certificate shall be issued nor shall the work be considered to be complete until the Contractor shall have removed from the site all scaffolding , surplus materials, rubbish, etc.

ARTICLE-23: DEFECTS LIABILITY PERIOD

- 23.01 Defect liability Period of equipment will be 12 months from the actual date of issuance of completion certificate and handing over the work to the Employer, fit to use in all respect.
- 23.02 The Contractor shall maintain and satisfactorily execute, at his own cost, all such works of repair, amendment, re-construction, rectification, replacement and any other work to make good the faulty work as stated in **Article 23.01** during the Defect liability Period.
- 23.03 The Contractor shall, if required by the Engineer/Consultant, search for the causes of any defects, imperfection or fault under the direction of the Engineer. The cost of such search shall be borne by the Contractor.
- 23.04 At intervals specified by the Engineer/Consultant the Contractor, along with the Engineer, shall inspect the contract work to satisfy himself that no defects have cropped up in the contract work. Should there be any signs of defects, the Contractor shall take immediate steps to rectify the same, failing which, the Engineer may get the defects rectified at the risk and cost of the Contractor.
- 23.05 At the end of the Defect liability Period, the Contractor, along with the Engineer/Consultant, shall carry out final inspection of the contract work to prove that no defects had appeared in the contract work or that all defects which appeared in the contract work have been rectified to the entire satisfaction of the Engineer/Consultant. If during the final inspection it is found that the defects still remain in the contract work, the period of Defect liability shall be extended at the discretion of the Engineer/Consultant and the Contractor shall be liable to make good the defects and be responsible for the maintenance of the work till the defects have been fully rectified without any extra cost.
- 23.06 Upon successful completion of the Defect liability Period the Employer shall issue final acceptance certificate to the Contractor.

ARTICLE-24: MATERIALS

- 24.01 The Contractor shall arrange all the materials required for the work, meeting the prescribed technical specification of the work.
- 24.02 The Contractor shall have full knowledge of all the materials required to be procured and incorporated in the works by him regarding source of supply, technical characteristics and conformation to technical specifications.
- 24.03 All the materials procured and incorporated in the works shall comply with technical specifications / National Ambulance Code AIS-125 (Part-2) including latest amendments / revisions.
- 24.04 The Contractor shall provide samples, technical brochures, details, etc. to Engineer/Consultant/Employer for approval of make, brand, colour, shade, etc., at his own cost before placing orders/procuring the material.

- 24.05 Materials brought at site of work shall be in sealed containers or original packing and Contractor shall submit vouchers/challans and test certificate to Engineer/Consultant on demand.

ARTICLE-25: OTHER PERSONS ENGAGED BY EMPLOYER

- 25.01 The Employer reserves the right to use the premises or any portion of the site for the execution of any work not included in the Agreement, which he may desire to be carried out by other persons, and the Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or materials for the execution of such work except by special arrangement with the Employer.

ARTICLE-26: MISUSE OF WORKS

- 26.01 The Contractor shall ensure that the work or any portion of the work completed or partially completed are not misused by him or his sub-contractors or their employees, workmen, agents, servants etc. leading to deterioration of the work.
- 26.02 The Contractor may however be permitted by the Engineer/Consultant to use the work or a portion of the work completed or partially completed for such purposes as may be approved by the Engineer/Consultant.

ARTICLE-27: REFUND/FORFEITURE OF SECURITY DEPOSIT

- 27.01 If the Contractor shall duly and faithfully carry out the provisions of the Agreement and shall duly satisfy all claims properly chargeable against him hereunder, the available security deposit made by him in terms of the Agreement shall be refunded to him upon expiry of the defect liability period.
- 27.02 Should the Contractor fail to perform the contract work in terms of the Agreement or fail to maintain the contract work during the Defect liability Period and if the Employer incurs any expenditure or is likely to incur any expenditure for completion of the work or rectification of defects, then the Employer shall be entitled to deduct such sum or sums as may be necessary for such completion or rectification from the security deposit made by the Contractor under this Agreement. The decision of the Employer in determining such sums to be deducted from the Contractor's security deposit shall be final and binding on the Contractor and shall not be subject to arbitration.

ARTICLE-28: INSPECTION AND TEST

- 28.01 The Contractor shall ensure inspection and test of all materials and work at his cost either at site or through any laboratory approved by the Engineer/Consultant.
- 28.02 The Contractor shall ensure proper supervision and inspection during the progress of work at site.
- 28.03 All materials and work, whether at the site or in the Contractor's / Sub-Contractor's premises shall be subject to inspection and test by the Engineer/Consultant. The Contractor/his Sub-Contractor shall provide all facilities, free of cost to the

Engineer/Consultant including all labour, materials, tools, tackles, instruments, appliances, etc. to enable the Engineer/Consultant to carry out inspection and / or test.

- 28.04 All test certificates shall be subject to verification by the Engineer/Consultant.
- 28.05 The Contractor shall submit to the Engineer/Consultant copies of all inspection / test certificates.
- 28.06 The Contractor shall not be entitled to any claim for extra time or cost due to any delay in carrying out inspection and testing or re-inspection and re-testing if so decided by the Engineer/Consultant.
- 28.07 The Contractor shall take adequate steps to rectify the defects or to replace such materials and work which have failed during inspection / testing.

ARTICLE-29: ACCESS TO WORK

- 29.01 The Employer/ Engineer/Consultant and / or any person authorised by them shall at all times have free access to the work site and / or to the workshops, factories or other places where materials are being prepared or constructed for the contract work and also to any place where materials are lying from where they are being taken out, and the Contractor shall give every facility to them for inspection, examination and testing of the materials and workmanship.

ARTICLE-30: NO INTEREST PAYABLE

- 30.01 The Contractor shall not be entitled to any interest with respect to security deposit or any money which may be due to him from the Employer or for any delay on the part of the Employer to make any running or other payments.

ARTICLE-31: MATERIALS NOT INCORPORATED IN WORKS

- 31.01 Any material for which the Contractor has received payment or the Engineer/Consultant has included for payment the value of any un-fixed material intended for incorporation in the works, such materials shall become the property of the Employer and shall not be removed except for the use upon the work, without the written authority of the Employer / Engineer.
- 31.02 The Contractor shall keep safe custody of the same and be liable for any loss or damage to such materials till issue of completion of defect liability period.

ARTICLE-32: AMBULANCE CONDITION

- 32.01 Before submitting the tender, the Contractor shall inspect the ambulance and acquaint himself with and collect all necessary information regarding its conditions and working conditions including constraints, if any, for carrying out the work. No claim of the contractor due to ignorance of site condition or working condition for any increase of completion time and / or cost shall be entertained by the Employer.

ARTICLE-33: EMPLOYER'S CLAIM

- 33.01 The Employer shall have a lien on and over all materials of every description, tools, tackles, equipment or any money due and / or that may become due and payable to the Contractor either under the Agreement or any other contract and / or also on over deposits including the security amount or amounts made under the Agreement and / or any other contract and which may become repayable to the Contractor under the conditions on that behalf herein or therein contained, for or in respect of any debt or sum that may become due and payable to the Employer by the Contractor either alone or jointly with another and either under the Agreement or under any other contract s or transactions/s of any nature and whatsoever between the Employer and the Contractor.

ARTICLE-34: SAFETY AND SECURITY

- 34.01 The Contractor shall adopt adequate safety measure and use protective clothing for all workmen at site whether or not engaged in actual execution of work or supervision thereof. The Contractor shall ensure that the workmen on site use required safety gadgets, as necessary for their safety.
- 34.02 The Contractor shall be responsible for safety arrangements of all equipment used in connection with the execution of the work and shall ensure employment of only trained operators to man the equipment. Only tested equipment and tools etc. shall be used and shall periodically be tested to the satisfaction of the Employer. All test certificates shall be made available to the Employer at site as and when required by him.
- 34.03 The Contractor shall, in connection with the execution of the work, ensure provision and maintenance of lights, guards, barricading, fencing with gates, watch & ward when and where necessary or required by the Employer or by any duly constituted authority for the protection of the work and / or for the safety and convenience of the public or others.
- 34.04 The Contractor shall take adequate safety precautions for prevention of accidents at site. The Contractor shall also ensure that their employees / workmen observe the statutory safety rules and regulations as also those laid down by the Employer from time to time.
- 34.05 The Contractor shall provide at his cost necessary watch and ward force, as may be required, to ensure security and safety of equipment and materials under their custody at the site of work.
- 34.06 The Contractor shall abide by all security regulations at site promulgated by the Employer from time to time. The Contractor shall provide identity badges to their personnel and workmen duly authenticated by the Engineer/Consultant, which must be properly displayed by them on their person.
- 34.07 In order to facilitate issue of gate passes by the Employer for materials and equipment either during execution or the maintenance period, the Contractor shall submit to the Employer list of construction / erection equipment, etc., and / or other materials that shall be taken by them inside the site from time to time. Such movement of materials, equipment etc., shall be subject to certification by the Employer / Engineer/Consultant.
- 34.08 The Contractor and his personnel/ workmen shall be subjected to security check by Employer's security force, for the overall protection of the Project.
- 34.09 The Contractor shall not allow any visitor on the work except with the written permission of the Employer/Engineer/Consultant.

34.10 From commencement to completion of work, the Contractor shall take full responsibility for the care of the Ambulance and equipment, from any cause whatsoever and if required the Contractor shall, at his own cost replace or repair and make good the same.

34.11 Insurance of works etc.

Contractor is required to take Contractor's All Risk Policy (CAR) from an approved insurance company in the combined names of HUDCO and Contractor and bear all costs towards the same for the full period of execution of works including the defect liability period for the entire cost of contract against all loss of damage from whatever cause arising other than excepted risks for which he is responsible under the terms of the contract and in such manner that HUDCO and the Contractor are covered during the period of construction of works and/ or also covered during the period of defect liability for loss or damage.

34.12 INSURANCE UNDER WORKMEN COMPENSATION ACT

Recovery of compensation paid to workmen in the event of an accident -Any workman employed by the contractor for execution of the works, suffers an injury or death and is to be compensated under the provisions sub-section (1) of section 12, of the Workmen's Compensation Act, 1923 by the contractor and if the contractor fails to compensate, the employer shall be entitled to recover from the contractor the amount of the compensation so paid and, without prejudice to the rights of the employer under section 12, sub-section (2), of the said Act. The employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due to the contractor whether under this contract or otherwise. Employer 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 employer full security for all cost for which employer might become liable in consequence of contesting such claim.

ARTICLE-35: ACCIDENT OR INJURY TO WORKMEN

35.01 The Contractor shall be solely liable for any accident or injury to any of the personnel engaged by him or by his Sub-Contractors in connection with the Contract work.

35.02 The Employer shall not be liable for any damage or compensations payable by law in respect of or in consequence of any accident or injury to any personnel in the employment of the Contractor or his Sub-Contractor or other occupants/visitors to the building and the Contractor shall indemnify and hold harmless the Employer/Engineer/Consultant against all such claims, damages, compensations and proceedings.

35.03 The Contractor or his Sub-Contractor shall forthwith report to the Employer all cases of accidents to any of their personnel / workmen and shall make every arrangement to render all possible assistance and aid to the victim of the accident.

ARTICLE-36: DEDUCTIONS FROM CONTRACT PRICE

36.01 The Contractor shall reimburse to the Employer all costs, charges, damages or expenses which the Employer may have paid or to which the Employer may be entitled and to the

extent to which the Contractor is obliged under the Agreement to do so within 21 (twenty-one) working days upon written request of the Employer, failing which such costs, charges, damages or expenses shall be deducted by the Employer from any money due or becoming due by him to the Contractor under this Agreement.

- 36.02 Whenever any claim(s) for payment of sum of money arise(s) out of or under this Contract against the Contractor, the Contractor shall, on written demand make the payment of the same or agree for effecting adjustment from any amounts due to him by the Employer. If, however, he refuses or neglects to make the payment on written demand, or does not agree for effecting adjustment from any amounts due to him, Employer shall be entitled to withhold an amount not exceeding the amount of the claim(s), from any sum when due or which at any time thereafter may become due to the Contractor, under this or any other contract with the Employer or from any other sum due to the Contractor from the Employer (which may be available with the Employer) or from the Contractor's security deposit or security bond amount, and retain the same by way of lien till such time payment is made by the Contractor or till the claim(s) is / are settled or adjudicated upon, or till the Contractor, at his expense furnishes "Fixed Deposit Receipt(s)" duly endorsed as directed by the Employer, or a Guarantee Bond from a scheduled bank for an amount equal to the amount of the claim(s), in the form as directed by the Employer.
- 36.03 Employer reserves the right to carry out post payment audit and technical examination of the works and Final Bill, including all supporting vouchers, abstracts etc. Employer further reserve the right to carry out the aforesaid examinations and enforce recovery, if any, when detected, notwithstanding the fact that the amount of the final bill may have been included by one of the parties as an item of dispute before an arbitrator appointed under the arbitration clause of the contract and notwithstanding the fact that the amount of the final bill figures in the arbitrator's award.
- 36.04 If, as a result of such audit and technical examination, any over payment is discovered in respect of the work done under this contract, the Contractor shall, on written demand make payment of a sum equal to the amount of over payment or agree for effecting necessary adjustment from any amount(s) due to him by Employer. If, however, he refuses or neglects to make the payment on demand(s) or does not agree for effecting adjustment from any amount(s) due to him, Employer shall be entitled to take action as per **Article 36.02**.
- 36.05 All notices under these conditions shall be given by the Employer/Engineer.

ARTICLE-37: COMPLIANCE WITH STATUTORY AND OTHER REGULATIONS

- 37.01 The Contractor shall, throughout the performance of the Agreement comply with all Central or State Statutes, Ordinance or Laws and the Rules, Regulations, or Bye-Laws of any local or other duly constituted authority having jurisdictions over the contract work or any part of the site.
- 37.02 The Contractor shall give all notices and pay all fees and taxes required to be given or paid under any Central or State Statutes Ordinance or other Laws or any Regulations or Bye-Laws of any local or other constituted authority in relation to the contract work.

- 37.03 The Contractor shall get himself registered with the concerned authorities as provided under various applicable Acts and shall be solely and directly responsible to such authorities for compliance with the provision thereof.
- 37.04 By way of illustration of various Acts, as stated under Article 39.01, the following Acts as amended from time to time, shall be complied with by the Contractor: -
- (i) Employee's Provident Fund Act 1952
 - (ii) Contract Labour Act (Regulations and Abolition 1970)
 - (iii) Minimum Wages Act 1948
 - (iv) Payment of Wages Act 1936
 - (v) Workmen Compensation Act 1923
 - (vi) Factories Act 1948
 - (vii) Apprenticeship Act 1961
 - (viii) IT/GST Act.
- 37.05 The Contractor shall ensure that no child labour is employed or permitted to work in any activity covered under the Agreement.
- 37.06 The Contractor shall submit periodical (daily/weekly/monthly/quarterly) statements of labour employed by him in the pro-forma prescribed by the Employer.
- 37.07 The Contractor's establishment shall be subjected to inspection, investigation etc., by the Employer / Engineer/Consultant for ensuring proper and faithful compliance of the provisions of the Agreement by the Contractor with regard to the implementation of labour laws and matters stated in this Article.
- 37.08 The Contractor shall provide, at his cost, to all staff and workmen directly or indirectly employed on the works all amenities for securing proper working and living conditions at the site.

ARTICLE-38: INDEMNITY

- 38.01 Notwithstanding all reasonable and proper precautions being taken by the Contractor at all times during the performance of the contract work, the Contractor shall remain wholly responsible for all damages, whether to the contract work executed by him or to any other Employer's property or to the lives, persons or property of others during progress of the contract work and the period of maintenance thereof and shall indemnify, defend and hold harmless the Employer, Engineer/Consultant or their employees against all claims, loss, demands, proceedings, charges and expenses, liability for personal injury (including death), and / or damage to property incurred by reasons of any act or omission or default by the Contractor, his agents, servants or employees and arising out of or connected with the performance of this Agreement.
- 38.02 The Contractor shall also indemnify and hold harmless the Employer, Engineer/Consultant or their employees from all liability, claims, costs, expenses, taxes and assessments, including penalties, punitive damages, attorney's fees and court costs which are or may be required with respect to any breach of the Contractor's obligations or for which the Contractor has assumed responsibility including those imposed by Statutes, Ordinances, Laws, Rules, Regulations or Bye-laws or in respect of salaries,

wages or other compensations of all persons employed by the Contractor or suppliers in connection with the performance of any work covered by the Contract.

- 38.03 The Contractor shall execute and deliver and shall cause his sub-Contractors and suppliers to execute and deliver such other further instruments and to comply with such requirements of such Statutes, Ordinances, Laws, Rules, Regulations or Bye-laws as may be necessary thereunder to confirm and effectuate the Agreement and to protect the Employer/Engineer/Consultant or their employees.
- 38.04 Notwithstanding anything hereinbefore contained, the Employer shall not accept any liability for the Contractor, his sub-Contractors, agents, servants or employees or any of them or for their / his property while on the premises or in service of, or used for / on behalf of the Employer by any person.

ARTICLE-39: PATENT

- 39.01 The Contractor shall indemnify and hold harmless the Employer and Engineer/consultant against all actions, claims, demands, costs, charges and expenses arising from or incurred by reason of any infringement of patent, trade mark, registered design, copy rights and / or other protected rights in respect of any work or material used for or in connection with the contract work or any of them whether or not the Employer is held liable for by any court judgment.

ARTICLE-40: PRESERVATION OF PEACE

- 40.01 The Contractor shall take adequate precautions and use his best endeavours to prevent any riots or any unlawful behaviour by or amongst his workmen and / or others employed by him and for the preservation of peace and protection of the inhabitants and security of property at or in the neighbourhood of the site.
- 40.02 In the event of the Employer requiring the maintenance of a special Police force at or in the vicinity of site during the tenure of the contract in consequence of the riotous or unlawful behaviour by or amongst the Contractor's workmen and / or others employed by him, all expenses thereof, and costs of all damages due to such riotous or unlawful behaviour shall be borne by the Contractor and if paid by the Employer, shall be recovered by the Employer from contractor from any money due or that may become due to him.

ARTICLE-41: OPERATION

- 41.01 The Employer reserves the right to call for clarifications and interact with the Contractor on technical and functional aspects of any part of the work at his discretion.

ARTICLE-42: SECRECY

- 42.01 All maps, plans, drawings, specifications, schemes and the subject matter contained therein and all other information given to the Contractor by the Employer /

Engineer/Consultant in connection with the performance of the contract work shall be held confidential by the Contractor and shall remain the property of the Employer and shall not be used or disclosed to third parties by the Contractor for any purpose other than for which they have been supplied or prepared. The Contractor may disclose to third parties, upon execution of secrecy agreements, such part of the drawings, specifications or information, if such disclosure is necessary for the performance of the contract work after the approval of the Employer.

- 42.02 On completion of the work or upon termination of the Agreement, the Contractor shall return to the Employer all drawings and documents received by him from the Employer/Engineer/Consultant. The Contractor shall ensure that neither the Contractor nor any of his officials and employees or any other persons shall have possession or access to copy thereof.

ARTICLE-43 : CARRYING OUT PART WORK AT RISK & COST OF CONTRACTOR

If the 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 Engineer-in-Charge; 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 Engineer-in-Charge; 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 Engineer-in-Charge.
- iii. The Engineer- in-Charge may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Client/ Employer, by a notice in writing to take the part work / part in-complete work of the Ambulance(s), out of his hands and shall have powers to:
 - a. Take possession of the Ambulance(s) and any materials, stores, etc., thereon; and/or
 - b. Carry out the part work / part in-complete work of any item(s) by any means at the risk and cost of the contractor.
- iv. The Engineer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by Client/ Employer because of action under this clause shall not exceed 10% of the tendered value of the work.
- V. In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Engineer-in-Charge as to the value of

work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

- Vi Any excess expenditure incurred or to be incurred by Employer in completing the partwork/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by Client/ Employer as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Client/ Employer or as per agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.
- Vii If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.
- Viii In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

ARTICLE-44 : SUSPENSION & TERMINATION

- 44.01 The Employer/Engineer may suspend the work in whole or in part at any time by giving the Contractor notice in writing to such effect stating the nature, the effective date and duration of such suspension.
- 44.02 On receiving the notice of suspension, the Contractor shall stop all such work which the Employer/Engineer has directed to be suspended with immediate effect. The Contractor shall continue to perform other works in terms of the Agreement which the Employer/Engineer has not suspended.
- 44.03 The Employer/Engineer, may at any time, cancel the suspension notice for all or any part of suspended work by giving written notice to the Contractor specifying the part of work to be resumed and the effective date of withdrawal of suspension. The Contractor shall resume the suspended work as expeditiously as possible after receipt of such withdrawal of suspension notice.
- 44.04 In the event, such suspension exceeds a period of three months, the Employer/Engineer and the Contractor shall consult each other to determine the extent of claims or compensation due to each other on account of such suspension provided however that if the suspension has been due to inclement weather, unsafe working condition and non-conformance to specifications, continued violations by the Contractor of Engineer's/Employer's instructions and such other causes for which the Contractor is responsible, then no compensation shall be payable by the Employer.

- 44.05 If the Contractor violates the Agreement or shall neglect to execute the work with due diligence or expedition or shall refuse or neglect to comply with any reasonable directions, instructions or orders given to him in writing by the Employer / Engineer in connection with the work or shall contravene or breach any provisions of the Agreement, the Employer may give notice in writing to the Contractor to make good the failure, neglect or contravention complained of or cure that breach within a period of 30 (thirty) days of receiving such notice and in default of the compliance with the said notice, the Employer without prejudice to his rights as below may rescind or terminate the Agreement stating therein the effective date of termination, holding the Contractor liable for the damages that the Employer may sustain in this behalf.
- 44.06 Should the Contractor fail to comply with such notice within the period stipulated in **Article - 44.05** in the case of failure, neglect or contravention capable of being made good within that time or otherwise within such time as may be reasonably necessary for making good, the same then and in such case without prejudice to the Employer's right under **Article – 44.05** here to, the Employer/Engineer shall have the option and be at liberty to take the work wholly or in part out of the Contractor's hands and may complete the work envisaged in the agreement either directly or may re-contract with any other person / persons to execute the same or any part thereof and provide other materials, tools, tackle or labour for the purpose of completing the work or any part thereof.
- 44.07 In such event the Employer/Engineer shall, without being responsible to the Contractor for fair, wear and tear of the same, be entitled to seize and take possession and have free use of all materials, tools, tackle or other things which may be on the site for use at any time in connection with the work to the exclusion of any right of the Contractor over the same, and the Employer shall be entitled to retain and apply any balance sum which may otherwise be then due on the Agreement by him to the Contractor on such part thereof as may be necessary, to the payment of the cost of execution of such work as aforesaid.
- 44.08 If the cost of executing the work as aforesaid shall exceed the amount due to the Contractor and the Contractor fails to make good the deficit, the said materials, tools, tackle, construction plant or other things, the property of the Contractor as may not have been used up in the completion of the works, may be sold by the Employer and the proceeds applied towards the payment of such difference and the cost of and incidental to such sale. Any outstanding balance existing after crediting the proceeds of such sale shall be paid by the Contractor on the certificate of the Employer, but when all expenses, costs and charges incurred in the completion of the work are paid for by the Contractor, all such materials, tools, tackle, construction, plant or other things not used in the completion of the works and remaining unsold shall be removed by the Contractor.
- 44.09 The Employer, without prejudice to his rights as stipulated under **Article 44.06 to 44.08**, shall also have the option to consult with the Contractor to arrive at a fair solution in determining the claims and payments due to the Employer arising out of such termination. If no fair solution is reached within 2 (two) months from the effective date of termination, then the matter may be referred to arbitration in terms of **Article 46**.

ARTICLE-45 : FORCE MAJEURE

45.01 If either party is prevented or impeded in the fulfilment of its obligations under the agreement by reasons of force majeure, such as, act of God, operation of force of nature, act of state, war, civil war, revolution, rebellion, military or usurped power, explosion, fire, epidemic, pandemic, quarantine, floods, earthquake or other physical disaster, freight embargo, confiscation, expropriation, Employer orders or restrictions or the like or similar events due to any cause, beyond the reasonable control of the party affected and which such party could not have reasonably foreseen and guarded against and which by exercise of reasonable care and diligence, such party is unable to prevent, then any delay directly arising there-from shall constitute an excusable delay provided :-

- i) It is established that any of such event has occurred adversely affecting the party concerned and the continued performance of this Agreement without any contributory negligence or default on their part.
- ii) It is proved that as a result thereof, further performance of the Agreement by such party is inevitably delayed or impeded.
- iii) Such party gives notice to the other party within 10 (ten) days from the occurrence of such event giving sufficient details of such event and proof of its effect on the performance of the Agreement on the part of such party, and time for the performance of that part of the obligation of the party concerned which so delayed or impeded shall be extended by a period or periods equal to the durations of such delay provided that the other party shall not be required to perform the corresponding part of its obligations under this Agreement.

45.02 If the duration of the delays or impediments due to such continuing force majeure events exceeds a period of 3 (three) months, the party shall consult each other to find an amicable solution to problems created by such delays or impediments.

45.03 In the event that parties are unable to resolve such problems to their mutual satisfaction within 3 (three) months of the first consultation under **Article 45.02** either party shall have the right exercisable of such 30 (thirty) days after the expiration of such 3 (three) months by serving on the other 30 (thirty) days written notice to terminate the Agreement wholly or partly. Depending upon the nature and consequence of the force majeure. **Article 45** shall take effect to the extent applicable, provided that neither party shall have any claim for damages or compensation against the other in respect of any such delay or impediment or as a result of any acts or action taken by any of the parties.

45.04 This article shall not affect or alter the rights and liabilities of the parties which have already accrued by virtue of or in consequence to the obligations already performed.

ARTICLE-46 : ARBITRATION

46.01 Any dispute, disagreement or question arising out of or relating to or in consequence of the Agreement or relating to its construction or performance which cannot be settled amicably shall, from the date either party informs the other in writing that such dispute or disagreement exists and requests in such notice to refer the matter to arbitration, shall be submitted to arbitration for final settlement.

46.02 All difference and dispute arising between the Contractor and Employer on any matter connected with this contract or in regard to the interpretation of the contents thereof shall be referred for arbitration to a sole arbitrator to be appointed by the Chairman & Managing Director, HUDCO in accordance with the provisions of Arbitration and Conciliation Act,

1996, and any amendments thereto. The place of arbitration proceedings shall be New Delhi.

- 46.03 The award of the Arbitrator shall be final and binding on both the parties.
- 46.04 The arbitration award shall, in addition to dealing with the merits of the case, decide which of the parties shall bear the cost of arbitration or in what proportion the cost shall be borne by the parties.
- 46.05 The parties shall continue to perform their obligations under the Agreement during the arbitration proceedings and no payment due to or payable by the Employer subject to provision of **Article - 38** shall be withheld or delayed except as regards any particular obligation or any particular payment which itself is or forms a direct part of the subject matter of the arbitration proceedings.
- 46.06 In the event of the Arbitrator resigning or becoming incapable or unable to act, the Employer shall appoint another in place of the outgoing Arbitrator and arbitration proceedings shall continue, as if such Arbitrator had been originally nominated.
- 46.07 The Arbitrator shall be deemed to have entered on the reference made on the date he issues notices to both the parties asking them to submit to him their statement of the case and pleading on defence.
- 46.08 The Arbitrator may, from time to time, with the consent of the parties extend the time upto but not exceeding one year from the date of entering on reference for making the award.
- 46.09 The Arbitrator may proceed with the arbitration ex-parte if either party, in spite of notice from the arbitrator, fails to take part in the proceedings.
- 46.10 The venue (s) of arbitration, in New Delhi shall be fixed by the Arbitrator at his sole discretion.

ARTICLE-47 : LIQUIDATION/TERMINATION

- 47.01 If the Contractor commences to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carries on his business under a receiver for the benefits of his creditor, HUDCO shall be at liberty to:
 - i) Give such receiver/liquidator or other person the option to carry-out the performance under the Agreement, subject to the receiver/liquidator or other person providing a guarantee up to an amount to be agreed upon by HUDCO and such receiver/liquidator or other person for the due and faithful performance of the Contractor's obligations under this agreement, or
 - ii) If the receiver/liquidator or other person fails within 30 (thirty) days to exercise one option to carry out performance of the Agreement then the Employer may terminate the Agreement and give notice in writing to the Contractor or to the receiver/liquidator or to any person in whom the Agreement may have become vested.

- 47.02 Termination of Contract: Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, the Employer shall have the option of terminating the contract or to continue the contract with the legal successor.

ARTICLE-48 : EFFECTIVE DATE OF AGREEMENT

- 48.01 The agreement shall become effective from the date of issue of Letter of Award by the Employer.

ARTICLE-49 : SECTIONS TO THE AGREEMENT

- 49.01 Following sections shall constitute an integral part of the Agreement, annexed as schedule:

- i) SECTION I Notice Inviting e-Tender
- ii) SECTION II Instruction to Bidders
- iii) SECTION III Scope of work & Completion milestone
- iv) SECTION IV Technical Specifications
- v) SECTION V General Conditions
- vi) SECTION VI Special Conditions
- vii) SECTION VII Price BID
- viii) Annexure I Tender Drawings (as applicable if required).
- ix) All communications between HUDCO and Contractor after opening of technical bids and issuance of Letter of Award.
- x) Letter of Award issued by HUDCO and duly accepted by Contractor (Successful Bidder)
- xi) Integrity Pact signed by both parties as per **FORM H**, (if applicable)
- xii) Agreement in original in Stamp -Paper as per proforma (**Form C**)

- 49.02 If there are sections other than as specified under **Article 49.01**, as referred to elsewhere in the Agreement, such sections shall also form integral part of the Agreement.

ARTICLE-50: ENTIRE AGREEMENT

- 50.01 The terms & conditions herein contained including tender documents, shall constitute the entire agreement and understanding between the parties hereto and shall supersede all other communications which were made prior to the signature of the Agreement, whether written or oral, between parties hereto with respect to the subject matter hereof.

ARTICLE-51: AMENDMENT TO AGREEMENT

- 51.01 Any amendment to the terms of the Agreement shall be made in writing by both parties hereto and shall specifically “state it is an amendment to the agreement”.

ARTICLE-52: WAIVER

- 52.01 Non-enforcement by either party of any of the provisions on the Agreement shall not operate or constitute as a waiver of the provision itself or any subsequent breach thereof.

52.02 The validity of the agreement shall not be affected, should one or more of its stipulations be or become legally invalid and such stipulation is severable from and not fundamental to the obligations of either party to the Agreement. In such a case, the party shall negotiate in good faith to replace the invalid clause by an agreed stipulation which is in accordance with the applicable law and which shall be as close as possible to the party's original intent.

52.03 CMD, HUDCO shall have the right to waive or reduce any of the conditions, at his own absolute discretion considering the merit of the issue raised, on the request of the Contractor and the advice of the Engineer/Consultant.

ARTICLE-53 : ASSIGNMENT

53.01 The Contractor shall not assign his rights and obligations under the terms to the Agreement to any party other than its legal successor without the written consent of the Employer.

ARTICLE-54 : COPIES

54.01 The Agreement shall be executed in triplicate. The original and triplicate shall be retained by the Employer and duplicate, by the Contractor.

ARTICLE-55 : STAMP DUTY

55.01 Stamp duty payable in respect of this agreement shall be borne and paid by the Contractor.

ARTICLE-56 : GOVERNING LAWS

56.01 The agreement shall be governed by the Indian laws in force.

ARTICLE-57 : NOTICES

57.01 All notices under this Agreement shall be given in writing and shall be deemed sufficiently given when delivered either manually by registered post addressed to the other party or at the e-mail address of the parties. Communication shall be made to the Employer with a copy to the Engineer/Consultant. The communication shall be made to the Contractor at his registered office and at the e-mail address of the Contractor, with a copy to the Engineer/Consultant.

57.02 If any notice is delivered by hand, it shall be duly acknowledged and if given by e-mail, it shall be confirmed by letter within 7 (seven) days of the date of such notice. Either party shall by notice in writing inform the other party of any change of address as stated under **Article – 57.01** for receiving such notices.

57.03 The date of communication and notices under **Article – 57.01** shall be the date of receipt of such original communication and notice by the receiving party.

ARTICLE-58: FRAUD AND CORRUPT PRACTICES

58.01 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this NIT, HUDCO shall reject a Proposal without being liable in any

manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, HUDCO shall, without prejudice to its any other rights or remedies, forfeit the EMD, as the case may be and/or, indemnify HUDCO for the losses incurred due to time, cost, efforts, manpower etc.

58.02 Without prejudice to the rights of HUDCO under Clauses hereinabove and the rights and remedies which the HUDCO may have under the LOA, if an Applicant or Contractor, as the case may be, is found by the HUDCO to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA, such Applicant or Contractor shall not be eligible to participate in any tender or NIB issued by HUDCO during a period of 2 (two) years from the date such Applicant or Contractor, as the case may be, is found by HUDCO to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

58.03 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) “corrupt practice” means
 - (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the HUDCO who is or has been associated in any manner, directly or indirectly with the selection process or the LOA or has dealt with matters concerning the Agreement or arising there-from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the HUDCO, shall be deemed to constitute influencing the actions of a person connected with the selection process;) or
 - (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical contractor/ adviser of the HUDCO in relation to any matter concerning the Project;
- (b) “Fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the HUDCO with the objective of

canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

- (e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the selection process.

SECTION – VI

SPECIAL CONDITIONS

SPECIAL CONDITIONS

1. The Contractor shall not have exclusive possession of the Ambulance/site but shall have to liaise and co - ordinate with all other Contractors and allottees/occupants carrying out works on or in the vicinity of the Site and shall afford all reasonable opportunity and assistance to other Contractors to carry out their Works with minimum mutual interference or disruption.
2. The location of site is in vicinity to number of Govt. & Public Offices. Necessary care should be taken to avoid disturbance to the offices in the vicinity.
3. The Contractor shall make all necessary arrangements to meet National Green Tribunal directions to control air pollution.
4. If the performance of any Contractor is likely to interfere with the simultaneous execution of another Contract, the Engineer-in-charge/Consultants shall decide which Work(s) shall take precedence, and there shall be no claim whatsoever for any delay or disruption of work or cost arising out of the Engineer-in-charge/Consultant's decision.
5. The Contractor shall carry out the work in sections as directed by the Engineer-in-charge/Consultant, if required, and hand over to other Contractor in stages for carrying out their Works.
6. The Contractor shall be deemed to have allowed in his bid/tender all costs arising from above clauses and shall not be entitled to any payment in respect of such causes.
7. The Contractor shall receive calls for any and all problems, experienced in the operation of the system under this contract, attend to these within 8 hours of receiving the complaints and shall take steps to immediately correct any deficiencies that may exist.
8. The Contractor shall be responsible for securing his own materials and equipment at site, before any demolition work is commenced and also during the process of the work:
 - (i) All the roads and open areas adjacent to the Work site shall be closed or suitably protected.
 - (ii) No electrical cable or apparatus which is liable to be a source of danger to an operator/user of the complex shall remain electrically charged.
 - (iii) All steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding.
9. Unless specified otherwise, no extra payment in any form, whatsoever shall be admitted over and above the agreement rate for scope of agreement items and the rates shall be inclusive of all applicable taxes, GST, other duties, cess, levies, octroi, contract labour welfare cess, service tax etc.,
10. All sundry equipment, fittings, unit assemblies, accessories, hardware items, termination lugs for electrical connections, cable glands, junction boxes and all other items which are useful and necessary for efficient assembly and installation of equipment and components of the work shall be deemed to have been included in the tender, irrespective of the fact whether such items are specifically mentioned in the tender documents or not.
11. For items/material/equipment requiring initial inspection at manufacturer's works, the Contractor will intimate the date of testing of material/equipment at the manufacturer's

works before dispatch. The Employer also reserves the right to inspect the fabrication job at factory, through the Engineer-in-Charge/Consultant and the successful Bidder has to make the arrangement for the same. The successful Bidder shall give sufficient advance notice regarding the dates proposed for such tests/inspection to the Employer's representative(s) to facilitate his presence during testing/fabrication. The Employer at his discretion may witness such testing/fabrication. The cost of the Engineer-in-Charge/Consultant's visit to the factory will be borne by the Employer. Also, equipment may be inspected at the manufacturer's premises, before dispatch to the site by the Contractor.

12. Care shall be taken by the Contractor while handling and installing the various equipment and components of the work to avoid to the damage of the building. The Contractor shall be responsible for repairing all damages and restoring the same to their original finish at his cost. The Contractor shall also remove at his cost all unwanted and waste materials arising out of the site of work.
13. The completion period of **06 (Six) weeks** indicated in the tender documents is for the entire work of planning, execution, supplying, installation, testing, commissioning and handing over of the entire work to the satisfaction of the Employer/Engineer.
14. The Bidder shall guarantee among other things, the following:
 - (i) Quality (Compliance with applicable standards), strength and performance of the materials used.
 - (ii) Safe mechanical and electrical stress on all parts under all specified conditions of operation.
 - (iii) All equipment(s) shall be guaranteed for a period of minimum **12 months** from the date of taking over the installation by the Employer against unsatisfactory performance and/or break down due to defective design, workmanship of material. For supply items, the additional guarantee period shall be considered as per the manufacturer/supplier certification. The equipment or components, or any part thereof, so found defective during guarantee period shall be forthwith repaired or replaced free of cost to the satisfaction of the Employer. In case it is felt by the Employer that undue delay is being caused by the Contractor in doing this, the same will be got done by the Employer at the risk and cost of the Contractor. The decision of the Employer in this regard shall be final. The Contractor has to carry out routine and preventive maintenance for **12 months** from the date of handing over. **Nothing extra shall be paid on this account.**
15. The Contractor shall provide to Employer, the Bar/PERT chart for completion of work (Submission of preliminary drawing, technical literatures and information various equipments load calculations, inspection of equipment, dispatch schedule, installation, testing and commissioning, obtaining approval of statutory bodies, documentation, and handing over) in co-relation with other works.
16. These shop drawings, as applicable, shall contain all information required to complete the project as per specifications and as required by the Employer. These Drawings shall contain details of construction, size, arrangement, operating clearance, performance characteristics and capacity of equipment, also the details of all related items of work by other Contractor. Each shop drawing shall contain tabulation of all measurable items of equipment/materials/works and progressive cumulative totals from other related drawings to arrive at a variation-in-quantity statement at the completion of all shop

drawings. Each item of equipment/material proposed shall be a standard catalogue product of an established manufacturer strictly from the manufacturers as per tender requirement. When the Employer makes any amendments in the above drawings, the Contractor shall supply three fresh sets of drawings with the amendments duly incorporated along with check print, for approval. The Contractor shall submit further three sets of shop drawings to the Employer for the exclusive use by the Employer and all other agencies.

17. Shop drawings, as applicable, shall be submitted for approval sufficiently in advance of planned delivery and installation of any material to allow Employer/Engineer/consultant ample time for scrutiny. No claims for extension of time shall be acceptable due to his failure to produce shop drawings at the right time, in accordance with the approved programme.
18. Manufacturer's drawings, catalogues, pamphlets and other documents submitted for approval shall be in three sets. Each item in set shall be properly labelled, indicating the specific service for which material or equipment is to be used, giving reference to the governing section and clause number and clearly identifying in ink the items and the operating characteristics. Data of general nature shall not be accepted.
19. Approval of shop drawings shall not be considered as a guarantee of measurements or of building dimensions. Where drawings are approved, said approval does not mean that the drawings supersede the contract requirements, nor does it in any way relieve the Contractor of the responsibility or requirement to furnish material and perform work as required by the contract.
20. The work shall comprise of entire labour including supervision and all materials necessary to make to complete installation and such tests and adjustments and commissioning as may be required by the Employer. The term complete installation shall not only include major items of the plant and equipment covered by specification but all incidental sundry components /charts whether or not those have been mentioned in details in the tender documents in connection with this contract.
21. Comprehensive Maintenance of Ambulance (Routine & Preventive) **for 12 (twelve) months** from date of completion and handing over of equipment & fittings/accessories.
22. Responsibility to ensure safety of all materials against pilferage and damage till the installation is handed over to the consignee.
23. All scaffolding as may be necessary for the work shall be provided by the Contractor.
24. Temporary barricades with caution boards at each landing to prevent accident during execution of the work.
25. The Contractor is required to furnish all such facilities as will be necessary for inspection of the equipment before dispatch at the manufacturer's works & also for witnessing such test, at the works site, if so, required by the Employer. The Contractor shall furnish information for this purpose & will also give sufficient notice regarding the dates proposed for such test to inspection agency & do all Liaisoning work. Boarding, Lodging and travelling expenses of the Employer/Engineer/Consultant's representative shall be borne by the Employer.

26. Copies of all documents of routine, acceptance and type test certificates of the equipment(s), carried out at the manufacture's premises shall be furnished to the Employer.
27. After completion of the work in all respects, the Contractor shall offer the installation for testing and operation for carrying out joint inspection and will be carried out as per Safdar Jung Hospital's normal procedure.
28. All testing & commissioning shall be carried out in presence of Engineer/Consultant or his authorized representatives.
29. All the material to be used in the work should be of good quality & will be got approved from the Employer/Engineer/Consultant before usage in work. The sample of the item shall be submitted in advance to the Employer and got approved before dispatch to the site of work
30. Initial inspection of material & equipment(s) at manufactures / Fabricator premises works may be done by the Employer. The Contractor will intimate date of such inspection well in advance & will do all liaisoning work for such inspection.
31. All works shall be carried out in accordance with relevant regulation, both statutory and those specified by the Indian Standards related to the work covered by these specifications. In particular, the equipment and installation will comply with the following: -
 - i) Factories Act.
 - ii) Indian Electricity Rules. & Act and CEA etc.
 - iii) IS. & B.S. Standards as applicable.
 - iv) I.S. Specification & Recommendation.
 - v) Workmen's compensation Act
 - vi) Statutory norms prescribed by authorities like National Ambulance Code, Transport Department local bodies like SDMC, NDMC etc.
32. Nothing in these specifications shall be construed to relieve the Contractor of his responsibility for the design, manufacture and installation of the equipment(s) with all accessories in accordance with currently applicable statutory regulations and safety codes.
33. No tools and tackles either for unloading or for shifting the equipment(s) for erection purposes would be made available by the Employer. The successful Contractor shall make his own arrangement for all these facilities.
34. All consignments are to be duly insured during transit up to the destination from warehouse at the cost of Contractor/supplier. Necessary insurance cover shall also be made by the Contractor for storing, installation the equipment(s) till the equipment(s) are handed over duly installed, tested and commissioned.
35. The Contractor is advised to take prior approval of Employer before placing order/ bringing material at site for use.
36. This shall include cost of painting of entire exposed iron work complete in the installation. All equipment(s) works shall be painted at the works before dispatch to the site.

37. Sufficient trained and experience staff shall be made available to meet any exigency of work during the guarantee period of one year from the handing over of the installation.
38. The maintenance, routine, as well as preventive for one year from the date of taking over the Ambulance's equipments, accessories and fittings, as per manufactures recommendation shall be carried out and the record of the same shall have to be maintained.
39. All materials and workmanship shall be subject to inspection, examination, and test by the Employer at any and all times during installation work. The Contractor shall furnish promptly without additional cost to the Employer/Consultant, convenient inspection and test that may be required by the Employer/Consultant, and any person authorized by him, shall at all reasonable times have access to the Site and to all Workshops and places where materials or items of work are being manufactured, fabricated or prepared for the Works and the Contractor shall afford every facility for and every assistance in obtaining the right to such access.
40. The Contractor shall agree with the Employer on the time and place for the inspection or testing of any materials or Plant as provided in the Contract. The Employer shall give the Contractor not less than 24 hours' notice of his intention to carry out the inspection or to attend the tests. If the Employer, or his duly authorized representative, does not attend on the date agreed, the Contractor may, unless otherwise instructed by the Employer, proceed with the tests, which shall be deemed to have been made in the presence of the Employer. The Contractor shall forthwith forward to the Employer duly certified copies of the test readings. If the Employer has not attended the tests, he shall accept the said readings.
41. If, at the time and place agreed in accordance with **Clause 44** above, the materials or items of work are not ready for inspection or testing or if, as a result of inspection or testing referred to in **Clause 44**, the Employer determines that the materials or items of work are defective or otherwise not in accordance with the Contract, he may reject the materials or items of work and shall notify the Contractor there-of immediately. The notice shall state the Employer objections with reasons. The Contractor shall then promptly make good the defect or ensure that rejected materials or items of work comply with the Contract without additional charge there for and the Contractor shall promptly segregate and remove the rejected material from the Works.
42. If the Contractor fails to proceed at once with the replacement of rejected materials and or replace such materials and/or correct such workmanship, the Employer may proceed to do the same and charge the cost thereof to the Contractor, or may terminate the right of the Contractor to proceed further with the work.
43. If the Employer so requests, the test of rejected materials or items of work shall be made or repeated under the same terms and conditions. All costs incurred by the Employer by the repetition of the tests shall, after due consultation with the Contractor, be determined by the Employer and shall be recoverable from the Contractor by the Employer and may be deducted from any money due or to become due to the Contractor and the Employer shall notify the Contractor accordingly.
44. No part of the work shall be covered up or put out of view without the approval of the Employer and the Contractor shall afford full opportunity for the Employer to examine and measure any such part of Works which is about to be covered up or put out of view.

The Contractor shall give notice to the Employer, whenever any such part of work is or are ready or about to be ready for examination and the Employer shall unless he considers it unnecessary and advise the Contractor accordingly, attend for the purpose of examining and measuring such part of the Works.

45. If at any time before the whole of the Works have reached practical completion, the Employer with intimation to the Contractor may take possession of, and use any part of the same (any such part being hereinafter in this Condition referred to as “the relevant part”), notwithstanding anything expressed or implied elsewhere in this Contract.

Form A

Letter of Bid

(On BIDDER's letter head)

To

Executive Director (C&C/CSR)-i/c
Housing & Urban Development Corporation Limited,
HUDCO Bhawan, India Habitat Centre,
Lodhi Road, New Delhi-110003

**Sub: Supply, Installation, Testing & Commissioning of medical accessories
& Fittings for 02 No. ACLS Ambulances for Safdarjung Hospital, New Delhi
under HUDCO CSR.**

Sir,

Pursuant to the notice inviting tender NIT No. HUDCO/CSR/SJH/2022/01 on the subject above, we hereby submit our Offer for being appointed as the Contractors to HUDCO for carrying out the

above-mentioned work. We have thoroughly read and understood the NIT. Submission of Offer will not devolve any right on us to be considered for selection.

We agree to keep this Offer of ours open for acceptance by HUDCO up to 60 days after opening of technical bid and agree not to revoke our Offer at any time during such period.

As required, copy of MSME registration & NSIC Certificate or copy of Earnest Money Deposit and Rs 1500/- plus applicable GST towards cost of tender documents has been deposited in HUDCO's account digitally and receipt thereof is furnished in **Envelope No.1**, as evidence of deposit of the same.

Yours faithfully,
(Name & designation of the person signing with office seal)

Particulars of the BIDDER
(On BIDDER's letter head)

1	Name of The Firm :	
2	Registered Office :	
3	Executing Office :	
4	Registration No . /Incorporation of The Company (Document to Be Attached) :	
5	Pan No . (Document to Be Attached) :	
6	GST Registration no . (Document to Be Attached)	
7	Constitution of Contractor FIRM/ Legal Status :	
8	Power of Attorney: (For Authorised Representative)	
9	Registration with Govt . Departments/PSUs/ Govt . FIs/ Autonomous Bodies :	
10	EPF Registration/ Account No . (Document to be attached)	
11	ESI Registration (Document to be attached)	
12	Main Business Activities :	
13	Details of Authorised Contact Persons Name : Designation : Contact Tel . : Mobile No . : Fax No . : Email Address : Postal Address :	

(Signature of Authorized Signatory)

AGREEMENT

This AGREEMENT is made and entered into this _____ day of August Two Thousand Twenty Two between Housing and Urban Development Corporation Ltd, a Govt. of India undertaking having its Registered Office at Core 7A, HUDCO Bhawan, IHC, Lodhi Road, New Delhi -110003, hereinafter referred to as the "Employer" (which expression shall, unless excluded by or repugnant to the context or the meaning thereof, be deemed to include its successors and assigns) of ONE PART.

AND

M/s. (Name of Firm) _____ having their registered office and principal place of business at _____ hereinafter referred to as the "Contractor" (which expression shall unless excluded by or repugnant to the context or the meaning thereof, be deemed to include its successors and assigns) of the OTHER PART.

WITNESSETH THAT

WHEREAS, the Employer invited the Contractor to submit tender for **Supply, Installation, Testing & Commissioning of medical accessories & fittings for 02 No. ALS Ambulances for Safdarjung Hospital, New Delhi under HUDCO CSR**

AND

WHEREAS, the CONTRACTOR submitted his tender(s) to the Employer for execution of the work in accordance with the tender documents including technical specifications, schedule of quantities/items and tender drawings vide his letters

AND

WHEREAS, the Employer has accepted the tender submitted by the Contractor for the execution of _____ the _____ aforesaid _____ work with reference to letter No. _____

_____ **AND**

WHEREAS, the Contractor has agreed to execute the aforesaid work on the terms and conditions as stated in tender documents, general and special conditions of contract and has also agreed to submit to the Employer the performance bank guarantee in the name of VMMC & Safdarjung Hospital required to be paid on the date of signing of the agreement, in accordance with the Tender (part & parcel of the present agreement, as attached herewith).

NOW, THEREFORE, in consideration of the foregoing promises and mutual covenants herein contained, the parties hereby agree to fulfil the obligations stated in the tender documents along-with Contractor's offer.

IN WITNESS

WHEREOF HUDCO has set his hand for & on behalf of Employer.

AND

Sh. _____ duly authorized representative of the Contractor for and on behalf of M/s. _____ has affixed his signature and the seal of the said company in accordance with Articles of Association. (in case of company only).

Signed and delivered by

Signed and delivered by

(_____)
(_____)

(_____)

For and on behalf of HUDCO

For and on behalf of M/s-----

Authorised Officer

Authorized Signatory

WITNESS

- 1.
- 2.

- 1.
- 2.

PROFORMA FOR PERFORMANCE BANK GUARANTEE**PERFORMANCE BANK GUARANTEE TO BE ISSUED FROM SCHEDULED COMMERCIAL BANK**

Note: The Successful Bidder is advised to take up with their Bank to send the duly executed Performance Bank Guarantee in the name of VMMC & Safdarjung Hospital directly to Corporate Office, HUDCO under Speed Post/Registered A.D/ By Hand. The issuing Bank should also enclose with the Bank Guarantee a written confirmation to the effect that the guarantee has been duly executed. The confirmation should be supported by the copy of Power of Attorney etc. in favour of the Bank Official(s) executing the Bank Guarantee. Further, the issuing branch should also confirm that it has obtained the approval of competent authority for furnishing the guarantee in the name of HUDCO. Bank be insisted upon to send/endorse a copy of written confirmation as aforesaid to the Bank's Head Office.

(on Non-judicial stamp paper of requisite value in concerned State)

Performance Bank Guarantee No.

The Executive Director (C&C/CSR)-i/c
Housing & Urban Development Corporation Limited,
Core 7-A, India Habitat Centre,
Lodhi Road, New Delhi – 110 003.

(Address as mentioned in Notice Inviting Tender)

Whereas the Housing and Urban Development Corporation Ltd. (hereinafter called HUDCO which expression shall include its successors and assigns) having awarded a work order/contractNo.....dated.....(herein after called the contract) to M/s.....(hereinafter called the contractor) at a contract price of Rs.....subject to the terms and conditions contained in the contract.

WHEREAS, the terms and conditions of the contract require the contractor to furnish a Bank Guarantee for Rs..... (Rupees.....) being 3% of the total value of the contract of Rs...../- i.e the performance for proper execution and due fulfilment of the terms and conditions contained in the contract.

In consideration thereof we(Name of Bank) having its registered/ Head Office at and one of Branches at herein after called, the 'Bank') do here by unconditionally and irrevocably undertake to pay to HUDCO immediately on demand in writing and without protest/or demurrals payable by the contractor to HUDCO in connection with the execution of the performance of the works/equipment, inclusive of any loss, damages, charges, expenses and costs caused to or suffered by or which would be caused to or suffered by HUDCO by reason of any breach by the contractor of any of the terms and conditions contained in the contract as specified in the notice of demand made by HUDCO to the bank. Any such demand made by HUDCO on the bank shall be conclusive evidence of the amount due and payable by the bank under this guarantee. However, the Bank's liability under this guarantee shall be limited to Rs.....in the aggregate and the bank hereby agrees to the following terms and conditions: -

- (i) This guarantee shall be continuing guarantee and irrevocable for all claims of

HUDCO as specified above and shall be valid during the period specified for the performance of the contract including the period of maintenance/warranty i.e upto.....

- (ii) We, the said bank further agree with HUDCO that HUDCO shall have the fullest liberty, without our consent and without affecting in any manner our obligations and liabilities hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of contract by the contract or from time to time or to postpone for any time or from time to time any of the powers exercisable by HUDCO against the contract or under the contract and for bear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variations or extension being granted to the contractor or for any for bearance, act or omission on the part of HUDCO or any indulgence by HUDCO to the contractor or by any such matter or thing whatsoever, which under the law relating to the sureties would, but for this provision, have effect of so relieving us.
- (iii) This guarantee/ undertaking shall be in addition to any other guarantee or security whatsoever HUDCO may now or at any time have in relation to the performance of the works/equipment and the company shall have full re-course to or enforce this security in preference to any other security or guarantee which the HUDCO may have or obtained and there shall be no for bearance on the part of the HUDCO in enforcing or requiring enforcement of any other security which shall have the effect of releasing the Bank from its full liability. It shall not be necessary for HUDCO to proceed against the said contract or/supplier before proceeding against the Bank.
- (iv) This guarantee/undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the contractor, but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to HUDCO in terms thereof are paid by the Bank.
- (v) The Bank here by waives all rights at any time in consistent with the terms of this Guarantee and the obligations of the bank in terms here of, shall not be otherwise affected or suspended by reasons of any dispute or disputes having been raised by the contractor (whether or not pending be for any Arbitrator, Tribunal or Court) or any denial of liability by the contract or stopping or prevent in or purporting to stop or prevent any payment by the Bank to HUDCO in terms hereof.
- (vi) We also agree that you shall be entitled at your option to enforce this guarantee against our Bank as the principal debtor in the first instance, not withstanding any other security or guarantee that you have in relation to the Contractor liabilities in respect of these promises.
- (vii) We, the said Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of HUDCO in writing. Unless acclaim is made in writing in ----- days after the date of expiry of this guarantee i.e. we shall be relieved from all liabilities under this guarantee thereafter.

Signed this.....day of.....at.....

For and on behalf of Bank

WITNESS.

1. _____

2. _____

ACCEPTANCE OF TENDER CONDITIONS
(On BIDDER's letter head)

We..... have carefully gone through the various terms and conditions as listed/described above for the work of Supply, Installation, Testing & Commissioning of medical accessories & fittings for 02 No. ALS Ambulances for Safdarjug Hospital, New Delhi under HUDCO CSR. We agree to all these conditions. We are making this offer after carefully reading the terms, conditions and understanding the same in the context of the stipulated work required to be carried out, without any kind of pressure or influence from any source whatsoever.

We have acquainted ourselves with the tasks required to be carried out, before making this offer.

We hereby sign this undertaking in token of our acceptance of various terms and conditions listed above.

Name & signature of Contractor:

Address

Seal

Phone No. (O) :

(M) :

e-mail address:

Place :

Dated :

List of completed works during last five years.
(On BIDDER's letter head)

Sl. No	Details of the works executed with Client Details	Value of the work	Date of Commencement/ Completion

The copies concerned work orders/ agreements and certificate from the client for works completed shall be enclosed.

Signature of the Contractor

Seal

UNDERTAKING FOR CORRECTNESS OF DOCUMENTS

AFFIDAVIT

To be submitted by bidder on non-judicial stamp paper of Rs. 100/ (Rupees One Hundred only or as applicable), duly attested by Notary Public - to be placed & submitted in Envelop-I

Affidavit of Mr.....S/o
R/o I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor/Authorized signatory of M/s having its Head Office/Regd. Office at
2. That the information/documents/Experience certificates submitted by M/s..... along with the tender for the work of Supply, Installation, Testing & Commissioning of medical accessories & fittings for 02 No. ACLS Ambulances for Safdarjug Hospital, New Delhi under HUDCO CSR to HUDCO Ltd. are genuine and true and nothing has been concealed.
3. I shall have no objection in case HUDCO verifies them from issuing authority(ies). I shall also have no objection in providing the original copy of the document(s), in-case HUDCO demands so for verification.
4. I hereby confirm that in case, any document, information &/ or certificates submitted by me found to be incorrect / false / fabricated, HUDCO at its discretion may disqualify / reject / terminate the bid/contract and also forfeit all dues/ suspend from taking part in tenders issued by HUDCO .
5. I shall have no objection in case HUDCO verifies any or all Bank Guarantee(s) under any of the clause(s) of Contract including those issued towards Performance Guarantee from the Zonal / Branch office of issuing Bank and I/We shall have no right or claim before HUDCO receives said verification.
6. That the Bank Guarantee issued against the Performance Guarantee issued by(name and address of the Bank) is genuine and if found at any stage to be incorrect / false / fabricated, HUDCO shall reject my bid, cancel pre-qualification and debar me from participating in any future tender for three years.
7. I hereby confirm that our firm /company is not blacklisted/ barred /banned from tendering by HUDCO. If this information is found incorrect, HUDCO at its discretion may disqualify / reject / terminate the bid/contract.

I, ..., the Proprietor / Authorized signatory of M/s..... do hereby confirm that the contents of the above Affidavit are true to my knowledge and as per records and nothing material has been concealed there from and that no part of it is false.

DEPONENT

Verified at this.....day of

DEPONENT

SECTION – VII

PRICE BID

Envelope 3

PRICE BID

Name of Work : Supply, Installation, Testing & Commissioning of medical accessories & fittings for 02 No. ACLS Ambulances for Safdarjung Hospital, New Delhi under HUDCO CSR.

S.No.	DESCRIPTION	Qty	RATE	AMOUNT (Rs.)
1	Supply, Installation, Testing & Commissioning of medical accessories & fittings for ACLS Ambulances (as per specifications), for making it fully operational for Safdarjung Hospital, New Delhi under HUDCO CSR.	02		

Note:

1. The bidder has to quote rates on item rate basis (Rates shall be inclusive of GST).
2. The bids will be accepted from bidders who have valid **GST** number as per GST Norms.
3. L1 bidder shall be arrived at, by considering the total amount.
4. **Invoice/Billing for the aforesaid work shall be generated in the name of Medical Superintendent, VMMC & Safdarjung Hospital, Ring Road, New Delhi-110 029 and GST No. of VMMC & Safdarjung Hospital is 07DELS27223A1DB.**
5. **Payment shall be made by HUDCO to the successful bidder after satisfactory completion of work and based on the recommendation of VMMC & Safdarjung Hospital.**

Date:

Authorised Signatory (s)

Seal