

BID DOCUMENT

For

**Development of IT Infrastructure (HMIS, PACS,
LAN, EMS, LMS & QMS) for Kalpana Chawla Govt.
Medical College & Hospital, Karnal, Haryana**

VOLUME – II

General condition of Contract

August - 2015



CONSULTANT

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Tender No: - HSCC/KCGMC/IT/2015/02

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Section -1

CONDITION OF CONTRACT

1. The **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between Director General, Medical Education and Research, Government of Haryana, Panchkula and the agencies/firms, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the contract the following expressions shall, unless the context otherwise requires, have the meanings, thereby respectively assigned to them:-
 - i) **Accepting Authority** shall mean the authority mentioned in Schedule 'F'.
 - ii) The **agency/firm shall** mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
 - iii) **"HSCC"** shall mean HSCC (India) Ltd., and shall include their legal representatives, nominee, employees having its Corporate Office at E-6 (A), Sector 1, Noida, appointed by Client as a Consultant for the project.
 - iv) **District Specifications** means the specifications followed by the State Government in the area where the work is to be executed.
 - v) The **Engineer-in-charge** means the Engineer Officer as mentioned in Schedule 'F' hereunder, authorized by the Client, who shall supervise and be in charge of the work.
 - vi) **Expected risk are** risks due to riots (other than those on account of the agencies/firms 's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any act of Government, damage from aircraft, acts of God, such as earthquake, lightning and unprecedented floods, and other causes over which the agencies/firms has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of work.
 - vii) **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the Government mentioned in Schedule 'F' hereunder, with the amendments thereto issued upto the date of receipt of the tender.
 - viii) The **site** shall mean the place on, into or through which work is to be executed under the contract which may be located or used for the purpose of carrying out the contract.

- ix) **Tendered Value/Contract Price** means the value of the entire work as stipulated in the letter of award.
 - x) **“Client/Employer/Principal Employer”** means Director General, Medical Education and Research, Government of Haryana, Panchkula or their nominee/assignee.
 - xi) **“Third Party”** shall mean an agency appointed by employers for inspection of quantity and quality of work executed by agency/firm.
3. Where the context so requires, words imparting the singular only also include the plural or vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa
 4. Heading and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
 5. The agencies/firms/SI shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

Works to be carried out

6. The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all items and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The description given in the Schedule of Quantities shall, unless otherwise stated, be held to include wastage of materials, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

Sufficiency of tender

7. The agency/firm shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and price quoted in the Schedule of Quantities, which rates and price shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.

Discrepancies and Adjustment of errors

8. The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawings and figured dimensions in preference to scale and specific conditions in preference to general conditions.
- 8.1 In the case of discrepancy between the Bill of Quantities, the Specifications and /or the Drawings, the following order of preference shall be observed –

- a) Description of Bill of Quantities
 - b) Particular specification and Specific Condition, if any.
 - c) Drawings if any
- 8.2 If there are varying or conflicting provisions made in any one document forming Part of the contract, Accepting Authority shall be deciding authority with regard to the intention of the document and his decision shall be final and binding on the Agency/firm.
- 8.3 Any error in description, quantity or rate in schedule of quantities or any omission there from shall not vitiate the contract or release the agency/firm from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligation under the contract.

Signing of Contract

9. The successful bidder/agency/firm, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
- i. The notice inviting tender, all the documents as indicated in contract including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - ii. No payment for the work done will be made unless contract is signed by the agency/firm.

Section -2

CLAUSES OF CONTRACT

CLAUSE 1 Performance Guarantee

- (i) The agency/firm shall submit an irrevocable Performance Guarantee of 10% (Ten percent) of the tendered value in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and / or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of award/acceptance. This period can be further extended by the Engineer-in-Charge upto a maximum period as specified in schedule 'F' on the written request of the agency/firm stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs. 10,000/-) or Banker's Cheque of any scheduled bank / Demand Draft of any Nationalized scheduled bank/ Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Guarantee Bonds of any Nationalized Scheduled Bank or the State Bank of India in accordance with the form annexed hereto.
- (ii) The Performance Guarantee shall be initially valid upto the stipulated date of completion of the Defect Liability Period plus 3 months plus claim period 3 months beyond that. In case the time for completion of work gets enlarged, the agency/firm shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work including the defect liability period by the Engineer-in-charge, the performance guarantee shall be returned to the agency/firm, without any interest.
- (iii) The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the Client /HSCC is entitled under the contract (not withstanding and / or without prejudice to any other provisions in the contract agreement) in the event of:
 - a) Failure by the agency/firm to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
 - b) Failure by the agency/firm to pay Client /HSCC any amount due, either as agreed by the contractor or determined under any of the Clauses / Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.
- (iv) In the event of the Contract being determined or rescinded under provision of any of the Clause / Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Client/HSCC

CLAUSE 2 Compensation for Delay

If the agency/firm fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on

account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F' (whose decision in writing shall be final and binding) may decide on the amount of the tendered value of the work for every completed day / month (as applicable) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

This will also apply to items or group of items for which a separate period of completion has been specified.

Compensation for delay of work- 1.5 % of tendered value per month of delay to be computed on a per day basis. Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Tendered value of the item or group of items of work for which a separate period of completion is originally given.

Provided always that the total amount of compensation for delay under this Condition shall not exceed 10% of the Tendered value of the item or group of items of work for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set-off against any sum payable to the Agency/firm under this or any other contract with the Government. In case, the agency/firm does not achieve a particular milestone mentioned in schedule 'F', or the re-scheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the agency/firm. However, if the agency/firm catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the agency/firm fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

CLAUSE 3 When Contract can be Determined

Subject to other provisions contained in this clause, the Client may, without prejudice to his any other rights or remedy against the agency/firm in respect of any delay, inferior workmanship, any claims for damages and / or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- (i) If the agency/firm having been given by the Engineer-in-Charge a notice in writing to rectify reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- (iii) If the agency/firm fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of

completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.

- (iv) If the Agency/firm persistently neglects to carry out his obligations under the contract and / or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- (v) If the agency/firm shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government.
- (vi) If the agency/firm shall enter into a contract with Government in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
- (vii) If the agency/firm shall obtain a contract with Government as a result of wrong tendering or other non-bonafide methods of competitive tendering.
- (viii) If the agency/firm being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- (ix) If the agency/firm being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- (x) If the agency/firm shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- (xi) If the agency/firm assigns, transfers, sublets (engagement of workmen on a piece-work basis or of workmen with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge.

When the work agency/firm has made himself liable for action under any of the cases aforesaid, Client shall have powers:

- (a) To determine the contract as aforesaid (of which termination notice in writing to the agency/firm under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government.
- (b) After giving notice to the agency/firm to measure up the work of the agency/firm and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another agency/firm to complete the work. The agency/firm, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

In the event of above courses being adopted by the Client, the agency/firm shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagement or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the agency/firm shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

CLAUSE 3A

In case, the work cannot be started due to reasons not within the control of the agency/firm within 1/8th of the stipulated time for completion of work, either party may close the contract. In such eventuality, the Earnest Money Deposit and the Performance Guarantee of the agency/firm shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all.

In case agency/firm wants to close the contract, he shall give notice to the Client stating the failure on the part of Client. In such eventuality, the Performance Guarantee of the agency/firm shall be refunded within the following time limits:

- i. If the tendered value of work is upto Rs.45 lac : 30 days
- ii. If the Tendered value of work is more than Rs.45 lac
and upto Rs.2.5 crore : 45 days
- iii. If the Tendered value of work exceeds Rs.2.5 crore : 60 days

If the PG is not released within prescribed time limit, then a simple interest @0.1% per month shall be payable on PG to the Agency/firm.

A compensation for such eventuality, on account of damages etc. shall be payable @ 0.25% of tendered value subject to maximum limit of Rs.10 lacs.

CLAUSE 4 Agency/firm liable to pay Compensation even if action not taken under Clause 3

In any case in which any of the powers conferred upon the Client by Clause-3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the agency/firm and the liability of the agency/firm for compensation shall remain unaffected. In the event of the Client putting in force

all or any of the power vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the agency/firm, take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final and binding on the agency/firm) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, materials and stores, in or upon the works, or the site thereof belonging to the agency/firm, or procured by the agency/firm and intended to be used for the execution of the work / or any part thereof, paying or allowing for the same in account at the contract rates, or in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the agency/firm, clerk of the works, foreman or other authorized agent to remove such tools, materials, or stores from the premises (within a time to be specified in such notice) in the event of the agency/firm failing to comply with any such requisition, the Engineer-in-Charge may remove them at the agency/firm's expense or sell them by auction or private sale on account of the agency/firm and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the agency/firm.

CLAUSE 5 Time and Extension for Delay

The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in schedule 'F' or from the date of handing over of the site whichever is later. If the Agency/firm commits default in commencing the execution of the work as aforesaid, Client shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely.

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

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

- (i) force majeure, or
- (ii) abnormally bad weather, or
- (iii) serious loss or damage by fire, or
- (iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the traders employed on the work, or
- (v) delay on the part of other agency/firms or tradesmen engaged by Client in executing work not forming part of the Contract, or
- (vi) non-availability of stores, which are the responsibility of Client to supply, or

- (viii) any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Agency/firm's control.

then upon the happening of any such event causing delay, the Agency/firm shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

- 5.3** Request for rescheduling of Milestones and extension of time, to be eligible for consideration, shall be made by the Agency/firm in writing within fourteen days of the happening of the event causing delay on the prescribed form. The agency/firm may also, if practicable, indicate in such a request the period for which extension is desired.
- 5.4** In any such case the authority as indicated in Schedule F may give a fair and reasonable extension of time and reschedule the milestones for completion of work. Such extension shall be communicated to the Agency/firm by the Engineer-in-Charge in writing within 3 months of the date of receipt of such request. Non application by the agency/firm for extension of time shall not be a bar for giving a fair and reasonable extension by the authority as indicated in Schedule F and this shall be binding on the agency/firm.

CLAUSE 6 Measurements of Work Done

Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement, the value in accordance with the contract of work done.

All measurement of all items having value shall be entered in Measurement Book and / or level field book so that a complete record is obtained of all works performed under the contract.

All measurements and levels shall be taken jointly by Engineer-in-Charge or his authorized representative/representative from third party and by the agency/firm or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer-in-Charge and the agency/firm or their representatives in token of their acceptance. If the agency/firm objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.

If for any reason the agency/firm or his authorized representative is not available and the work of recording measurements is suspended by the Engineer-in-Charge or his representative, the Engineer-in-Charge and the Client shall not entertain any claim from agency/firm for any loss or damages on this account. If the agency/firm or his authorized representative does not remain present at the time of such measurements after the agency/firm or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-Charge or his representative shall be deemed to be accepted by the agency/firm.

The agency/firm shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels. The agency/firm shall also provide all assistance with every appliance, labour and other things necessary for measurements to third party without extra charge.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available, then a mutually agreed method shall be followed.

The agency/firm shall give, not less than seven day's notice to the Engineer-in-Charge or his authorized representative incharge of the work, before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and placed beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative incharge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer-in-Charge's or his authorized representative's consent being obtained in writing, the same shall be uncovered at the Agency/firm'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.

Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the Client to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that recording of measurements of any item of work in the measurement book and / or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the agency/firm from liabilities from any over measurement or defects noticed till completion of the defects liability period.

CLAUSE 6A Computerized Measurement Book

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 agency/firm and compiled in the shape of the Computerized Measurement Book having pages A-4 size as per the format of the Client so that a complete record is obtained of all the items of works performed under the contract.

All such measurements and levels recorded by the agency/firm or his authorized representative from time to time, during the progress of the work, shall be got checked by the agency/firm from the Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary

corrections made by the Engineer-in-Charge or his authorized representative, the measurement sheets shall be returned to the agency/firm for incorporating the corrections and for resubmission to the Engineer-in-Charge or his authorized representative for the dated signatures by the Engineer-in-Charge and the agency/firm or their representatives in token of their acceptance.

Whenever bill is due for payment, the agency/firm would initially submit draft computerized measurement sheets and these measurements would be got checked / test checked from the Engineer-in-Charge and / or his authorized representative. The agency/firm will, thereafter incorporate such changes as may be done during these checks / test checks in his draft computerized measurements, and submit to the Client a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in-Charge and / or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks / tests checks.

The final, fair computerized measurement book given by the agency/firm, 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 agency/firm shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the Client. Thereafter, the MB shall be taken in the Project Cell established at site, and allotted a number as per the Register of Computerized MBs. This should be done before the corresponding bill is submitted to the Project Cell for payment. The agency/firm shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the Engineer-in-charge or his authorized representative or the Client.

The agency/firm shall also submit to the Engineer-in-charge or his authorized representative separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered alongwith two spare copies of the "bill. Thereafter, this bill will be processed by the Project Cell and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.

The agency/firm shall, without extra charge, provide all assistance with every appliance, labour computer, printer and its consumable and other things necessary for checking of measurement / levels as per required by the Engineer-in-Charge or his representative.

Except where any general or detailed description of the work expressly shows to the contrary, measurement shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The agency/firm shall give not less than seven days notice to the Engineer-in-Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and / or test checking and / or test checking the measurement of any work in 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 incharge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and / or test checking measurements without such notice having been given or the Engineer-in-Charge's or his authorized representative's consent being obtained in writing the same shall be uncovered at the Agency/firm'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.

Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the Client to check the measurements recorded by agency/firm and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that 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 nor shall it relieve the agency/firm from liabilities from any over measurement or defects noticed till completion of the defects liability period.

CLAUSE 7 Payment on Intermediate Certificate to be Regarded as Advances

No payment shall be made for work, estimated to cost Rs. Two Hundreds Lakhs or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. Two Hundreds Lakhs, the interim or running account bills shall be submitted by the agency/firm for the work executed on the basis of such recorded measurements on the format of the Client in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. The agency/firm shall not be entitled to be paid any such interim payment if the gross work done together with net payment / adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the agency/firm to submit the bills, Engineer-in-Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the agency/firm. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the agency/firm is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible shall be paid by 30th day after the day of

certification of the bill by the Engineer-in-Charge or his authorised representative together with the account of the material issued by the Client, if any.

All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is / are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the Client to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

However, the Engineer-in-Charge in his sole discretion on the basis of a certificate from his authorized representative incharge of the work at site make interim advance payments at 75% of the assessed value, without detailed measurements, against the monthly bill for work done. The advance payment so allowed shall be adjusted in the subsequent interim bill by taking detailed measurements thereof.

PAYMENTS IN COMPOSITE CONTRACTS:

In case of composite tenders, running payment for the major component shall be made by EE of major discipline to the main agency/firm. Running payment for minor component shall be made by the Engineer-in-Charge of the discipline of minor component directly to the main agency/firm.

In case main agency/firm fails to make the payment to the agency/firm associated by him within 15 days of receipt of each running account payment, then on the written complaint of agency/firm associated for such minor component, Engineer in charge of minor component shall serve the show cause to the main agency/firm and if reply of main agency/firm either not received or found unsatisfactory, he may make the payment directly to the agency/firm associated for minor component as per the terms and conditions of the agreement drawn between main agency/firm and associate agency/firm fixed by him. Such payment made to the associate agency/firm shall be recovered by Engineer-in-charge of major or minor component from the next R/A/ final bill due to main agency/firm as the case may be.

CLAUSE 8 Completion Certificate and Completion Plans

Within ten days of the completion of the work, the agency/firm shall give notice of such completion to the Engineer-in-Charge and within thirty days of the receipt of such notice the Engineer-in-Charge shall inspect the work and if there is no defect in the work, shall furnish the

agency/firm with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the agency/firm and / or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the agency/firm shall have removed from the premises on which the work shall be executed all surplus materials, rubbish; thereof, and not until the work shall have been measured by the Engineer-in-Charge.

CLAUSE 9 Payment of Final Bill

The final bill shall be submitted by the agency/firm in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier. No further claims shall be made by the agency/firm after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within the period specified herein under, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge or his authorized Engineer, complete with account of materials issued by the Client.

- (i) If the Tendered value of work is upto Rs 15 lakhs : 3 months
- (ii) If the Tendered value of work exceeds Rs. 15 lakhs : 6 months

CLAUSE 9A Payment of Agency/firm's Bills to Bank

Payments due to the agency/firm may, if so desired by him, be made to his bank, registered financial, co-operative or thrift societies or recognized financial institutions instead of direct to him provided that the agency/firm furnishes to the Engineer-in-Charge (1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank; registered financial, co-operative or thrift societies or recognized financial institutions to receive payments and (2) his own acceptance of the correctness of the amount made out as being due to him by Government or his signature on the bill or other claim preferred against Government before settlement by the Engineer-in-Charge of the account or claim by payment to the bank, registered financial, co-operative or thrift societies or recognized financial institutions. While the receipt given by such banks; registered financial, co-operative or thrift societies or recognized financial institutions shall constitute a full and sufficient discharge for the payment, the agency/firm shall whenever possible present his bills duly receipted and discharged through his bank, registered financial, co-operative or thrift societies or recognized financial institutions.

Nothing herein contained shall operate to create in favour of the bank; registered financial, co-operative or thrift societies or recognized financial institutions any rights or equities vis-à-vis the President of India.

CLAUSE 10 Work to be Executed in Accordance with Specifications, Functional and Technical requirement ,Drawings, Orders etc.

The Agency/firm shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The agency/firm shall also conform exactly, fully and

faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and/or his authorized representative and the agency/firm shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings or in any bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.

The agency/firm shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all materials, tools including for measurements and supervision of all works and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Agency/firm shall take full responsibility for adequacy, suitability and safety of all the works.

CLAUSE 11 Deviations/Variations Extent and Pricing

The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the agency/firm shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the agency/firm may be directed to do in the manner specified above as part of the works, shall be carried out by the agency/firm on the same conditions in all respects including price on which he agreed to do the main work excepts as hereafter provided.

11.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered be extended, if requested by the agency/firm, as follows:

- (i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus
- (ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

11.2 Deviation, Extra Items and Pricing

In the case of extra item (s) (items that are completely new, and are in addition to the items contained in the Contract), the agency/firm may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the Engineer-in-Charge/Client shall within one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the agency/firm, determine the rates on the basis of the market rates and the agency/firm shall be paid in accordance with the rates so determined.

Deviation, Substituted Items, Pricing

In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted)

and substituted item shall also be determined in the manner as mentioned in the following para.

- (a) If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the agency/firm for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
- (b) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the agency/firm for the substituted item shall be rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rate of substituted item and the agreement item (to be substituted)

Deviation, Deviated Quantities, Pricing

In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in schedule F, the agency/firm may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by the proper analysis for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the Engineer –in –Charge shall within one month of receipt of the claim supported by the analysis, after giving consideration to the analysis of the rate submitted by the agency/firm, determine the rates on the basis of the market rates and the agency/firm shall be paid in accordance with the rates so determined.

- 11.3 The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in schedule F, and the Engineer–in–Charge shall after giving notice to the agency/firm within one month of occurrence of the excess and after taking in top consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates of the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.
- 11.4 The agency/firm shall send to the Engineer – in – Charge once in a month, an up to date account giving complete details of all claims for additional payments to which the agency/firm may consider himself entitled and of all additional work ordered by the Engineer – in – Charge which he has executed during the preceding quarter failing which the agency/firm shall be deemed to have waived his right. However, the Engineer-in-charge may authorize consideration of such claims on merits.
- 11.5 Any operation incidental to or necessarily has to be in contemplation of bidder while filling tender, or necessary to proper execution of the item included in the schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the bidder or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

CLAUSE 12 Foreclosure of contract due to Abandonment or Reduction in scope of Work

If at any time after acceptance of the tender, Client/Government shall decide to abandon or reduce the scope of works for any reason whatsoever and hence not require the whole or any

part of the works to be carried out, the Engineer – in – Charge shall give notice in writing to that effect to the agency/firm and the agency/firm shall act accordingly in the matter. The agency/firm shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The agency/firm shall be paid at contract rates, full amount for work executed at site and, in addition, a reasonable amount as certified by the Engineer – in – Charge for the items hereunder mentioned which could not be utilised on the work to the full extent in the view of foreclosure;

- (i) Any expenditure incurred on preliminary site work, e.g. site office, storage and accommodation.
- (ii) Client/Government shall have the option to take over agency/firm's materials or any part thereof either brought to site or of which the agency/firm is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however Client/Government shall be bound take over the materials or such portions thereof as the agency/firm does not desire to retain. For materials taken over to be taken over by Client/Government, cost of such materials as detailed by Engineer –in – Charge shall be paid. The cost shall, however, take in to account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the agency/firm.
- (iii) If any materials supplied by the Client/Government are rendered surplus, the same except normal wastage shall be returned by the agency/firm to the to Client/Government at rates not exceeding those at which these were originally issued, less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the agency/firm. In addition, cost of transporting such materials from site to Government stores, if so required by Client/Government, shall be paid.
- (iv) Reasonable compensation for repatriation of agency/firm's site staff and imported labour to the extent necessary.

The agency/firm shall, if required by the Engineer – in – Charge, furnish to him, books of account, wage books, time sheet and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.

The reasonable amount of items on (i) and (iv) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of agency/firm's materials at site taken over by the Client/Government as per item (ii) above. Provided always that against any payments due to the agency/firm on this account or otherwise, the Engineer – in – Charge shall be entitled to recover or be credited with any outstanding balances due from the agency/firm for advance paid in respect of any tool and materials and any other sums which at the date of termination were recoverable by the Government from the agency/firm under the terms of the contract

CLAUSE 13 Carrying out part work at risk & cost of Agency/firm

If agency/firm:

- 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 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 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or
- iii) 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.

The Engineer-in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the agency/firm which have either accrued or accrue thereafter to Client, by a notice in writing to take the part work/part incomplete work of any item(s) out of his hands and shall have powers to :

- (a) Take possession of the site and any materials, implements, stores, etc., thereon; and/or
- (b) Carry out the part work/part incomplete work of any item(s) by any means at the risk and cost of the Agency/firm.

The Engineer-in-Charge shall determine the amount, if any, is recoverable from the Agency/firm 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 Agency/firm, the liability of agency/firm on account of loss or damage suffered by the Client because of action under this clause shall not exceed 10% of the tendered value of the work.

In determining the amount, credit shall be given to the agency/firm 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 agency/firm under the terms of his contract, the value of Agency/firm's materials taken over and incorporated in the work and use of machinery belonging to the agency/firm. The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the agency/firm provided always that action under this clause shall only be taken after giving notice in writing to the agency/firm. Provided also that if the expenses incurred by the Client are less than the amount payable to the agency/firm at his agreement rates, the difference shall not be payable to the agency/firm.

Any excess expenditure incurred or to be incurred by the Client in completing the part work/part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by Government as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to the Client in law or per as agreement be recovered from any money due to the agency/firm or any account, and if such money is insufficient, the agency/firm shall be called upon in writing and shall be liable to pay the same within 30 days.

If the agency/firm 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 agency/firm's unused materials, implements at site etc. and adjust the proceed of sale thereof towards the dues recoverable from the agency/firm under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

In the event of above course being adopted by the Engineer-in-Charge the agency/firm 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.

CLAUSE 14 Suspension of Work

- (i) The agency/firm shall, on receipt of the order in writing of the Engineer – in – Charge, (whose decision shall be final and binding on the agency/firm) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer – in – Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:
- (a) on account of any default on the part of the agency/firm or;
 - (b) for proper execution of the works or part thereof for reasons other than the default of the agency/firm; or
 - (c) for safety of the works or part thereof.

The agency/firm shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer – in – Charge.

- (ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:
- (a) the agency/firm shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;
 - (b) If the total period of all such suspension in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the agency/firm shall, in addition, be entitled to such compensation as the Engineer –in – Charge may consider reasonable in respect of salaries and /or wages paid by the agency/firm to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the agency/firm provided the agency/firm submit the claim supported by details to the Engineer – in – Charge within fifteen days of the expiry of the period of 30days.
- (iii) If the works or part thereof is suspended on the orders of the Engineer – in – Charge for more than three months at a time, except when suspension is ordered for reason (a) in sub-para (i) above, the agency/firm may after receipt of such order serve a written notice on the Engineer – in – Charge requiring permission within fifteen days from receipt by the Engineer – in –Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the agency/firm, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by Government or where it affects whole of the works as an abandonment of the works by Government, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer –in – Charge. In the event of the agency/firm treating the suspension as an abandonment of the contract by the Government, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived

from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer – in – Charge may consider reasonable, in respect of salaries and /or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the agency/firm provided the agency/firm submits his claim supported by details to the Engineer – in – Charge within 30 days of the expiry of the period of 3 months.

CLAUSE 15 Action in case Work not done as per Specifications

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer – in – Charge, his authorized subordinates in charge of the work and all the superior officers, officer of the Quality Assurance Unit of the Client or any organization engaged by the Client for Quality Assurance and of the Chief Technical Examiner's Office, and the agency/firm shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the agency/firm, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Agency/firm's agent shall be considered to have the same force as if they had been given to the agency/firm himself.

If it shall appear to the Engineer – in – Charge or his authorized subordinates in charge of the work or to the Officer in charge of Quality Assurance or his subordinate officers or the officers of the organization engaged by the Client for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the agency/firm shall, on demand in writing which shall be made within twelve months (six months in the case of work costing Rs. 10 Lac and below) of the completion of the work from the Engineer –in – Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer – in – Charge in his demand aforesaid, then the agency/firm shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non- completion of the work in time) for this default.

In such case the Engineer – in – Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority specified in schedule 'F' may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and /or get it and other connected and incidental items rectified, or removed and re – executed at the risk and the cost of the agency/firm. Decision of the Engineer – in – Charge to be conveyed in writing in respect of the same will be final and binding on the agency/firm.

CLAUSE 16 Agency/firm to Supply Tools etc.

The agency/firm shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer – in – Charge's stores),

machinery. In addition to this appliances, implements, ladders required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract of referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer –in- Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The agency/firm shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in-Charge at the expense of the agency/firm and the expenses may be deducted, from any money due to the agency/firm under this contract or otherwise and /or from his security deposit or the proceeds of sale thereof, or a sufficient portions thereof.

CLAUSE 17 Work not to be sublet. Action in case of insolvency

The contract shall not be assigned or sublet without the written approval of the Engineer-in-Charge. And if the agency/firm shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given promised or offered by the agency/firm, or any of his servants or agent to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the President of India shall have power to adopt the course specified in Clause 3 hereof in the interest of Government and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.

CLAUSE 18

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

CLAUSE 19 COMPLETENESS

Any equipment, materials or supplies which may not be specifically mentioned, but are necessary for carrying out the contract work shall be in the scope of the Vendor and the systems must be complete in all respects.

CLAUSE 20

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer-in-Charge who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

CLAUSE 21 Settlement of Disputes & Arbitration

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract,

designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion, or abandonment thereof shall be dealt with as mentioned hereinafter:

- (i) If the agency/firm considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the authority as indicated in Schedule 'F' (Reviewing Authority) in writing for written instruction or decision. Thereupon, the Reviewing Authority shall give his written instructions or decision within a period of one month from the receipt of the agency/firm's letter.

If the Reviewing Authority fails to give his instructions or decision in writing within the aforesaid period or if the agency/firm is dissatisfied with the instructions or decision of the Reviewing Authority, the agency/firm may, within 15 days of the receipt of Reviewing Authorities's decision, appeal to the authority as indicated in Schedule 'F' (Appealing Authority) who shall afford an opportunity to the agency/firm to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Appealing Authority shall give his decision within 30 days of receipt of agency/firm's appeal. If the agency/firm is dissatisfied with this decision, the agency/firm shall within a period of 30 days from receipt of the decision, give notice to the Client for appointment of arbitrator failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

- (ii) Except where the decision has become final, binding and conclusive in terms of sub-para (i) above, disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Client. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute alongwith the notice for appointment of arbitrator and giving reference to the rejection by the Appealing Authority of the appeal.

It is also a term of this contract that no person, other than a person appointed by Client or the Client, as aforesaid, should act as arbitrator.

It is also the term of this contract that agency/firm shall continue to discharge their obligation during the pendency of arbitration.

It is also a term of this contract that if the agency/firm does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-Charge that the final bill is ready for payment, the claim of the agency/firm shall be deemed to have been waived and absolutely barred and the Client/Government shall be discharged and released of all liabilities under the contract in respect of these claims.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment

thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause and the seat of arbitrator shall be at Delhi.

It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases the arbitrator shall give reasons for the award. However the Arbitrator shall also have the power to make Interim Award.

It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

CLAUSE 22 Agency/firm to indemnify Govt. against Patent Rights

The agency/firm shall fully indemnify and keep indemnified the President of India against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against Client/Government in respect of any such matters as aforesaid, the agency/firm shall be immediately notified thereof and the agency/firm shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom, provided that the agency/firm shall not be liable to indemnify the President of India if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

CLAUSE 23 Lump sum Provisions in Tender

When the estimate on which a tender is made includes lump sum in respect of parts of the work, the agency/firm shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-Charge payable of measurement, the Engineer-in-Charge may at his discretion pay the lump-sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the agency/firm with regard to any sum or sums payable to him under the provisions of the clause.

CLAUSE 24 Action where no specifications are specified

In the case of any class of work for which there is no such specifications, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications, if not available then as per District Specifications. In case there

are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

CLAUSE 25 With-holding and lien in respect of sums due from agency/firm

- (i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the agency/firm, the Engineer-in-Charge or the Government shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the agency/firm and for the purpose aforesaid, the Engineer-in-Charge or the Government shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the agency/firm, the Engineer-in-Charge or the Government shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the agency/firm under the same contract or any other contract with the Engineer-in-Charge of the Government or any contracting person through the Engineer-in-Charge pending finalization of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or Government will be kept withheld or retained as such by the Engineer-in-Charge or Government till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration clause) by the competent court, as the case may be and that the agency/firm will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the agency/firm. For the purpose of this clause, where the agency/firm is a partnership firm or a limited company, the Engineer-in-Charge or the Government shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

- (ii) Government shall have the right to cause an audit and technical examination of the works and the final bills of the agency/firm including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the agency/firm under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the agency/firm shall be liable to refund the amount of over-payment and it shall be lawful for Government to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the agency/firm was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Government to the agency/firm, without any interest thereon whatsoever.

Provided that the Government shall not be entitled to recover any sum overpaid, nor the agency/firm shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Engineer-in-Charge on the one hand and the

agency/firm on the other under any term of the contract permitting payment for work after assessment by the Engineer-in-Charge.

CLAUSE 26 Lien in respect of claims in other Contracts

Any sum of money due and payable to the agency/firm under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or the Government or any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge or Government or such other person or persons in respect of payment of a sum of money arising out of or under, any other contract made by the agency/firm with the Engineer-in-Charge or the Government or with such other person or persons.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the Government will be kept withheld or retained as such by the Engineer-in-Charge or the Government or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the agency/firm shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the agency/firm.

CLAUSE 27

The agency/firm shall arrange at his own expense all tools, machinery and equipment required for execution of the work.

CLAUSE 28 Employment of Technical Staff and Employees

Agency/firms Superintendence, Supervision, Technical Staff & Employees

- (i) The agency/firm shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

The agency/firm shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum experience of such technical representative(s) shall not be lower than **3 years**. The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the agency/firm. Any such approval may at any time be withdrawn and in case of such withdrawal, the agency/firm shall appoint another such representative(s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the agency/firm in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the agency/firm soon after receipt of the approval from Engineer-in-Charge and shall be available at site before start of work.

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s). The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any activity is in progress and also present

himself/themselves, as required, to the Engineer-in-Charge and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the agency/firm. The principal technical representative and other technical representative(s) shall be actually available at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/checked measurements/test checked measurements. The representative(s) shall not look after any other work. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the agency/firm, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be effected from the agency/firm as specified in Schedule 'F' and the decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the agency/firm. Further if the agency/firm fails to appoint suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the agency/firm shall be held responsible for the delay so caused to the work. The agency/firm shall submit a certificate of employment of the technical representative(s) along with every on account bill/final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

- (ii) The agency/firm shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.

The agency/firm shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.

The Engineer-in-Charge shall be at liberty to object to and require the agency/firm to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

CLAUSE 29 Levy/Taxes payable by Agency/firm

(i) Sales Tax/VAT (except Service Tax), or any other tax or Cess in respect of this contract shall be payable by the agency/firm and Government shall not entertain any claim whatsoever in this respect. However, in respect of service tax, same shall be paid by the agency/firm to the concerned department on demand and it will be reimbursed to him by the Engineer-in-Charge after satisfying that it has been actually and genuinely paid by the agency/firm.

(ii) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Government of India and does not any time become payable by the agency/firm to the State Government, Local authorities in respect of any material used by the agency/firm in the works, then in such a case, it shall be lawful to the Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the agency/firm.

(iii) ESI and EPF contributions in respect of this Contract shall be payable by the Agency/firm and any payment in respect of this shall be made by the Agency/firm only and Government shall not entertain any claim whatsoever in this respect. In case of any demand from the ESI or EPF authorities against the Agency/firm, the same shall be deducted from their bills/dues.

CLAUSE 30 Conditions for reimbursement of levy/taxes if levied after receipt of tenders

- (i) All tendered rates shall be inclusive of all taxes and levies (including service tax) payable under respective statutes. However, if any further tax or levy or cess is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the agency/firm thereupon necessarily and properly pays such taxes/levies, the agency/firm shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Engineer-in-charge (whose decision shall be final and binding on the agency/firm) attributable to delay in execution of work within the control of the agency/firm.
- (ii) The agency/firm shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Government and/or the Engineer-in-Charge and further shall furnish such other information/document as the Engineer-in-Charge may require from time to time.
- (iii) The agency/firm shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

CLAUSE 31 Termination of Contract on death of agency/firm

Without prejudice to any of the rights or remedies under this contract, if the agency/firm dies, the authority indicated in Schedule 'F', on behalf of the President of India shall have the option of terminating the contract without compensation to the agency/firm.

CLAUSE 32 If relative working Medical Education and Research Department, Government of Haryana/ HSCC then the agency/firm not allowed to tender

The persons responsible on behalf of the agency/firm for execution of the work should not have any relative working in MER, Government of Haryana/HSCC in any capacity between the grades of the Secretary and Group B Gazetted officer (both inclusive). The Agency/firm shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted Officer in the DGMR/ HSCC. Any breach of this condition by the agency/firm would render him liable to be debarred from tendering in the Client in future.

NOTE: By the term “near relatives” is meant wife, husband, parents and grand parents, children and grand children, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

CLAUSE 33 No Gazetted Engineer to work as Agency/firm within one year of retirement

No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or administrative duties in an engineering department of the Government of India shall work as a agency/firm or employee of a agency/firm for a period of one year after his retirement from government service without the previous permission of Government of India in writing. This contract is liable to be cancelled if either the agency/firm or any of his employees is found at any time to be such a person who had not obtained the permission of Government of India as aforesaid, before submission of the tender or engagement in the agency/firm's service, as the case may be.

CLAUSE 34 Return of material & recovery for excess material issued.

- (i) After completion of the work reconciliation of materials issued, consumed and in balance theoretical quantity of materials shall be calculated on the basis and method given hereunder:-
- (a) Theoretical quantity of G.I., HDME pipe,& PVC pipe or other pipes, conduits, wires and cables, shall be taken as quantity actually required and measured plus 5% for wastage due to cutting into pieces.
 - (b) For any other material as per actual requirements.
- (ii) Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule 'F'. The difference in the net quantities of material actually issued to the agency/firm and the theoretical quantities including such authorized variation, if not returned by the agency/firm or if not fully reconciled to the satisfaction of the Engineer-in-Charge within fifteen days of the issue of written notice by the Engineer-in-Charge to this effect shall be recovered at the rates specified in Schedule 'F', without prejudice to the provision of the relevant conditions regarding return of materials governing the contract. Decision of Engineer-in-Charge in regard to theoretical quantities of materials, which should have been actually used as per the Annexure of the standard schedule of rates and recovery at rates specified in Schedule 'F', shall be final & binding on the agency/firm.
- For non scheduled items, the decision of the Superintending Engineer regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the agency/firm.

- (iii) The said action under this clause is without prejudice to the right of the Government to take action against the agency/firm under any other conditions of contract for not doing the work according to the prescribed specifications.

CLAUSE 35 Compensation during warlike situations

The work (whether fully completed or not) and all materials, machines, tools and other things connected therewith shall be at the risk of the agency/firm until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the agency/firm shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material ordered by the Engineer-in-Charge, such payments being in addition to compensation upto the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Engineer-in-charge or his authorized representative. The agency/firm shall be paid for the damages/destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the agency/firm had taken all such precautions against air raid as are deemed necessary by the A.R.P. Officers or the Engineer-in-Charge (b) for any material etc. not on the site of the work or for any tools, machinery, and other things not intended for the work.

CLAUSE 36 Payment Terms

The standard payment terms shall be as below:

- (a)** Hardware & System Software for HMIS & PACS, QMS, EMS, LMS, Telemedicine and LAN equipments
- (i) 60% on delivery of the equipments at site subject to submission of inspection report.
- (ii) 25% on installation and commissioning of the equipments.
- (iii) 15% on handing over to the Client.
- (b)** Application Software Implementation (HMIS & PACS, EMS and LMS)
- (i) 10% after the preparation and acceptance by Client/HSCC of the detailed Design Document incorporating System Requirement Specifications and Detailed Design against submission of performance bank guarantee of equivalent amount valid upto implementation and acceptance of application software (till certification of stage iii of payment terms).

- (ii) 15% after the development of entire Application Software and its loading into the system against submission of performance bank guarantee of equivalent amount valid upto implementation and acceptance of application software (till certification of stage iii of payment terms).
- (iii) 50% on implementation and acceptance of Application Software.
- (iv) 15% on completion of Training, Final Acceptance Test (FAT) and Go Live.
- (v) 10% after handing over of the system to client and submission of performance bank guarantee of 10% amount of application software for the period of one year during Defect Liability Period /Maintenance period plus 3 months claim period. This is addition to 5% performance bank guarantee of the Project already submitted.
- (c) Comprehensive Maintenance Support for 1st ,2nd and 3rd year.
Quarterly payment shall be released after completion of period. (Same condition shall also be applied in case of maintenance work is awarded for 4th and 5th year).
- (d) Training
100% on satisfactory completion of each training module.
- (e) Consumable
100% on supply of the item.
 - Deduction of Taxes as applicable and Retention Money shall be made from each bill.
 - In case of consortium, bill shall be submitted by lead member of consortium and payment of the bill shall also be released to the lead member of consortium.
 - Payment against each R/A bills shall be made by the HSCC (I) Ltd. acting for and on behalf of Employer. However payment of maintenance bills including Defect Liability Period made by the Employer directly.

CLAUSE 37 Factory Inspection

Details of the tests to be carried out by the Bidder at factory site, on the proposed Hardware and System Software will be submitted by the bidder within 30 days of the placement of order. These shall include information on but not be limited to: -

- Diagnostic and other tests to be carried out to demonstrate the satisfactory functioning of the system (Hardware & System Software)
- System/Subsystem tested with each test
- Duration of the test
- Number of passes
- Error logs
- Restoration procedures

The bidder shall conduct these tests and maintain detailed records of the results. The conduct and proper observance of the bidder's standard inspections and test procedures shall be the sole responsibility of the bidder.

Client/HSCC shall be free to depute authorized representative/s to observe the bidders standard tests and procedures, indicated above, on the computer equipment earmarked for supply to Client/HSCC. All records of such tests shall be made available to Client/HSCC representative/s for scrutiny as and when required. The expenses on Client/HSCC representative/s for travel and stay will, however, be borne by Client/HSCC.

CLAUSE 38 Site Preparation

The supplied Hardware and other equipments are to be installed at the site. The bidder shall perform a site inspection to verify the appropriateness of some sites and determine any structural or other changes that need to be carried out, before dispatch of the Hardware. All changes required shall be furnished along with the bid. Before the dispatch of the hardware equipment from their factory and within 30 days of the issue of order, the vendor may be required to prepare the detailed Site Requirement Document and complete the site preparation work.

CLAUSE 39 Hardware Installation

The Vendor is responsible for all unpacking, assembling, wiring, installation, and cabling between computer units and connecting to power supplies. The Vendor will test all hardware operations and accomplish all adjustments necessary for successful and continuous operation of computer hardware at the installation site. However, HSCC will arrange for appropriate power supply at nominated points.

CLAUSE 40 User Acceptance Tests (UAT) and Final Acceptance Tests (FAT)

User Acceptance Testing (UAT) consists of a process of test by the user that the application developed according the specifications mentioned in tender document and accepted by the users.

FAT - After successfully commissioning of the system, final acceptance tests shall be undertaken for a period of 7 days for integrated operation of the network with overall uptime efficiency of 98.5%. The Vendor in the presence of the client/consultant/third party shall carry out the final acceptance test. All the equipment including networking equipment, hard ware & software shall operate upto 24 hrs. a day for 7 consecutive days at an overall uptime efficiency of 98.5%.

Up-time efficiency is defined as productive and error free use of equipment. Any unutilized time during the test shall also qualify as uptime provided there are no hardware and software malfunctions. Uptime efficiency shall be computed as under:

$(\text{Uptime} \times 100) / (\text{Total available time})$

In case the required uptime efficiency is not obtained as mentioned above, the final acceptance test will be repeated for same time period till the passing of successful acceptance test.

CLAUSE 41 REPORTS AND MANUALS

The Agency/firm shall submit reports related to the progress of the work and instruction manuals. The submission and acceptance of these reports and manuals shall not prejudice the rights of HSCC in any manner.

a. Progress Reports

A monthly report shall be submitted about the details of the work completed during the month and show the progress of the work measured against the schedule chart submitted with the bid and modified as per discussions vide Inception Report, and duly accepted by HSCC.

b. Completion Reports

At the end of FAT, a detailed completion report summarising the progress of the work shall be prepared and submitted by the Agency/firm.

c. Instruction Manuals

At final stage of the work, the Agency/firm shall prepare instruction and training manuals for use of the related staff in Input/ Output to the computers, and other matters concerning the orderly operation of the systems.

The detailed documents indicated by the Agency/firm in the Bid response, will be submitted alongwith or prior to the submission of Instruction Manuals.

CLAUSE 42

A separate close space at site will be provided to agency/firm to store all the supplied items, equipments, tools and other objects require executing the project. A joint inspection shall be carried out by the Client/HSCC at the arrival of the items to insure quantity and specifications of the items. The agency/firm shall be thoroughly responsible for the all items supplied at site till the installation, commissioning and handing over of the entire project to the Client. The agency/firm shall not be allowed to take out any item from the site premises without approval of Client/EIC.

CLAUSE 43 HANDING OVER & TAKING OVER PROCESS

For handing over & taking over process in addition to clauses specified the following services/works to be complied by the Agency/firm:-

- a) Rectification of all defects shall be carried out by the SI/Consortium before Handing over/Taking over process.
- b) All the final drawings 4 sets of Network (LAN & Wi-Fi) and others, approved by engineer shall be submitted by the SI/Consortium to Client.
- c) All services/equipments/Hardware/Software/Application Software/Network to be run and check as per requirements and satisfaction of Client.
- d) SI/Consortium shall submit catalogues, brochures, operation manual, manufacturer test certificate, Guaranty/Warranty papers, licence etc for all equipments/Hardware/Software/LAN before handing over & taking over process.

PROFORMA OF SCHEDULES

(Operative Schedules)

SCHEDULE 'A'

Schedule of quantities (BOQ)

Attached as Volume –V, Bill of Quantities.

SCHEDULE 'B'

Schedule of materials to be issued to the agency/firm

NIL – No material to be issued to the Agency/firm

SCHEDULE 'C'

Tools and plants to be hired to the agency/firm

NIL - No tools and plants to be hired to the Agency/firm

SCHEDULE 'D'

Extra schedule for specific requirements/document for the work, if any.

NIL

SCHEDULE 'E'

Reference to General Conditions of Contract

Name of work

Development of IT Infrastructure (HMIS, PACS, LAN, EMS, LMS & QMS) for Kalpana Chawla Govt. Medical College & Hospital, Karnal, Haryana

Estimated cost of work

As per NIT

Earnest money :

As per NIT

Performance Guarantee:

10% of Tendered Value

SCHEDULE 'F'

GENERAL RULES & DIRECTIONS

Authority inviting bid

Deputy General Manager (System) HSCC (I) Ltd on behalf of DGMER, Panchkula

DEFINITIONS

Authority executing the agreement on behalf of the DGMER, Panchkula

Deputy General Manager (System), HSCC (I) Ltd

Accepting Authority

DGMER, Panchkula or his assignee

Engineer-in-Charge

Deputy General Manager (System), HSCC (India) Ltd. or any officer nominated by Chairman-cum-Managing Director, HSCC (India) Ltd. to act as Engineer-in-Charge from time to time

Client

DGMER, Panchkula or their authorized representative.

CLAUSES OF CONTRACT

Clause 1

- (i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance **15 days**
- (ii) Maximum allowable extension beyond the period provided in (i) above **15 days**

Clause 2

Authority for fixing compensation Under Clause 2. **HSCC**

Clause 5

Time allowed for execution of the Works **12 Months**
 Number of days from the date of issue of letter of acceptance for reckoning date of start **30 days**

Mile stone(s) will be as per table given below:-

S.No	Description of Milestone (Physical)	Time allowed in days (from date of start)	Amount to be with-held in case of non achievement of milestone.
1.			
2.			
3.			
4.			
5.			

5.4 Authority for deciding Extension of Time and rescheduling of Milestones **HSCC on approval of Client**

Clause 11

11.2 & 11.3 Deviation Limit beyond which clauses 11.2 & 11.3 shall apply. **30 %**

Clause 15

Competent Authority for deciding reduced rates. **Client after approval of HSCC proposal**

Clause 21

Reviewing Authority **Director General, Medical Education and Research, Government of Haryana**

Appealing Authority **Director General, Medical**

**Education and Research,
Government of Haryana**

Clause 31

Authority having option of terminating the Contract in event of death of Agency/firm

**Director General, Medical Education
and Research, Government of
Haryana, Panchkula**