

MoH&FW, Nirman Bhawan, New Delhi.

**NOTICE INVITING BIDS FOR THIRD PARTY INSPECTION / QUALITY ASSURANCE
AND AUDIT SERVICES**

The Under Secretary (PMSSY), MoH&FW, Nirman Bhawan, New Delhi, on behalf of President of India invites sealed offers under Single Bid system from the following Agencies / Institutes:-

1. Engineers India Ltd.
2. IIT-Delhi, Mumbai, Kanpur, Kharagpur, Chennai & Roorkee
3. IIT, BHU-Varanasi
4. NIT, Trichi, Varangal, Surathakal, Kurukshetra, Jalandhar, Durgapur, Jamshedpur, Rourkela & Hamirpur
5. PEC University of Technology, Chandigarh
6. Delhi Technological University, Delhi
7. RITES Ltd.
8. MNIT Allahabad
9. MNIT Jaipur
10. VNIT, Nagpur
11. SVNIT, Surat
12. MA NIT, Bhopal

For the following work: This notice invite bid covers the provision of TPQA of seven works being carried out at different places details of which are given at Appendix-I of this document.

Estimated Cost of works for which TPQA is called is Rs.516.31 Crs as shown in Appendix I

Tentative time period for the work	: 24 months
Time and date of receipt of bid-documents	: Up to 15:00 Hrs on 16 th January 2017
Time and date of Pre-Bid Meeting	: At 15:00 Hrs. on 4 th January 2017
Venue of Pre-Bid Meeting	: Mo H&FW, Nirman Bhawan, New Delhi-11.
Time and date of opening of financial bids	: 15:30 Hrs on 16 th January 2017
Place of submission	: Tender Box placed in O/o Under Secretary (PMSSY), Mo H&FW, Nirman Bhawan, New Delhi-11.

Under Secretary (PMSSY),
MoH&FW, Nirman Bhawan,
New Delhi-110011.
Tel: (011) 23061213

Correction
Deletion
Insertion

TABLE OF CONTENTS

Sections			
1.	Notice Inviting Bids	:	1
2.	Table of Contents	:	2
3.	Instructions to Bidders	:	3-5
4.	Agreement	:	6-7
5.	Terms of Reference	:	8-13
6.	Contract conditions	:	14-24
Appendix			
1.	Description of works (Appendix-I)	:	25
2.	Format for Inspection Report (Appendix-II)	:	26-28
3.	Financial Bid (Appendix-III)		29-30
4.	Proforma for Notice for Appointment of Arbitrator (Appendix-IV)	:	31

Under Secretary (PMSSY),
MoH&FW, Nirman Bhawan,
New Delhi-110011.

Tel: (011) 23061213

INSTRUCTIONS TO BIDDERS

1. Sealed offers, under Single Bid system, in the prescribed forms are invited, from following agencies / institutes for providing the Third Party Inspection / Quality Audit Services listed under the scope of services in this bid document:

1. Engineers India Ltd.
2. IIT-Delhi, Mumbai, Kanpur, Kharagpur, Chennai & Roorkee, Guwahati
3. IIT, BHU-Varanasi
4. NIT, Trichi, Varangal, Surathakal, Kurukshetra, Jalandhar, Durgapur, Jamshedpur, Rourkela & Hamirpur
5. PEC University of Technology, Chandigarh
6. Delhi Technological University
7. RITES Ltd.
8. MNIT Allahabad
9. MNIT Jaipur
10. VNIT, Nagpur
11. SVNIT, Surat
12. MA NIT, Bhopal

2. The standard terms and conditions of the contract for providing Third Party Inspection / Quality Audit Services are contained in this document. The bidders are requested to go through the following documents: -

- a) Instructions to bidders
- b) Terms of Reference
- c) Conditions of the contract

3. Language of bids

All information in the bid shall be in English.

4. Signature of bidder

An authorized person must sign the bid with seal of the organization. Significant evidence of authority of the person signing on behalf of the bidder shall be furnished with the bid.

5. Preliminary Costs.

All costs of preparing the proposals, providing services efficiently including site visits, 10% testing of material in his presence, all consumables etc. shall be borne by the bidder.

Correction

Deletion

Insertion

6. **Price Bids:**

The bidders are required to quote fee for the items of schedule of quantity inclusive of all prevailing taxes, levies but excluding statutory service tax for the Third Party Inspection / Quality Audit Services in the prescribed format given in **Appendix-III**. The statutory service tax, as applicable, shall be reimbursed separately, on actual basis on submission of proof of the same having being paid by the bidder.

6. **Duties and Taxes**

No claim on account of any duties, taxes, and other levies payable by the bidders in respect of the transaction between the bidders and sub-Consultant/ other agencies will be entertained by MoH&FW.

7. **Validity**

The offer shall remain valid for a period of ninety days (90) days from the date of opening of financial bid. The overall offer including personnel proposed for the assignment as well as quoted fees shall remain unchanged during period of validity.

8. **Submission of Bids**

Proposals should be submitted in Single Envelope namely 'Financial Bid'

'**Financial Bid**' for "Name of Individual Work - SH **Third Party Inspection / Quality Audit Services**".

The above envelope should be addressed to the Under Secretary (PMSSY), MoH&FW, Nirman Bhawan, New Delhi-110011.

Bid can also be seen online on the website Tender Notice Information System website **website http:**

9. The financial bid as per Appendix-I, should include the cost of all the works as detailed in the Terms of reference and other additional activities as felt necessary by the TPQA for completing the job. The price bid shall also include the cost of all visits to be made by Third Party Quality Inspection Agency (TPQA) to site of work. The cost of office expenses, stationary, travelling, attending meeting and related expenses shall also be deemed to be included in the financial bid. **The quoted fee will be for providing Third Party Inspection/Audit of all works, relating to project of quality through periodic inspection services till actual date of completion of whole project. In case of delay in execution of work fee shall be regulated as per provision in Clause 2.6.5.**

10. **Award of Contract** – The contract for TPQA shall be awarded to the lowest Bidder offering the bid in conformity with the requirements of these specifications and documents.

11. Third party Quality Audit has to be carried out for the whole work including all subheads/contracts etc. but excluding medical equipment that will be installed at site. The work may be getting executed under one contract or there may be more than one contracts at a location and the TPQA is to examine the works for all the contracts, except for those involving supply of Hospital

Correction
Deletion
Insertion

equipment, to ensure quality of works.

12. The duly filled offer documents shall not be deposited by post or courier service and all participating bidders shall submit the same by hand delivery in the tender box of O/o the Under Secretary (PMSSY), MoH&FW, Nirman Bhawan, New Delhi-110011.
13. If there is any contradiction in provisions of these tender documents with that of contract of executing agency, the provisions of the contract with the executing agency, shall prevail and any matter/ dispute in this regard shall be decided by JS (PMSSY), MoH&FW, whose decision shall be final.
14. Offers received after the deadline of submission will not be accepted and shall be returned to the bidder unopened.

AGREEMENT

This agreement is made on the _____ day of _____ Two Thousand, Sixteen between the President of India, acting through Under Secretary (PMSSY), Ministry of Health & Family Welfare, Government of India (MoH&FW), which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns of the **First Part**,

And

_____ (name of TPQA) on the other hand, hereinafter known as the Third Party Inspection/ Agency, which expression unless repugnant to the context shall mean and include its successors-in-interest, assigns, etc. of the **Second Part**

“Individual Work _____ SH: Third Party Inspection / Quality Audit Services” at tendered / negotiated tendered amount (strike out which is not applicable, Lump-sum amount is to be quoted) (.....).

And whereas the Government has invited the Bids from eligible agencies / institutes for providing services of Third Party inspection of quality for implementation of the aforementioned Project, and whereas the Government has accepted the offer of the agencies / institutes, on the terms and conditions hereafter appearing.

NOW, THEREFORE, THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract (herein after referred to as the contract conditions).
2. The following documents shall be deemed to form and be read and construed as part of this agreement namely:
 - (a) Instructions to Bidders,
 - (b) Terms of reference,
 - (c) Conditions of Contract,
 - (d) Financial Proposal and schedule of quantity (Appendix-III)
 - (e) All the correspondences between the department and the tenderer after receipt of tender and before Award of work including negotiation letter, if any.
3. In consideration of the fee to be paid by the Govt. to the agencies / institutes as agreed to between the parties, the agencies / institutes hereby covenants with the Government to provide the Third

Correction
Deletion
Insertion

Party inspection of quality services in conformity in all respect with the provision of this contract.

4. The Government hereby covenants to pay the consultancy in consideration of the provision of Third Party inspection of quality services the contract price at times and in the manner prescribed by the contract.

Third Party inspection/quality Assurance Agency	Under Secretary (PMSSY) MoH&FW, Nirman Bhawan, New Delhi.
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Witness:	Witness:
1.	1.
2.	2.

TERMS OF REFERENCE

1.0 PROJECT DESCRIPTION:

“Refer Appendix-I”

Types of Structures

The subject work(s) consist of construction and commissioning of a super specialty hospital block(s), Services Building, with civil, interiors, MEP works, fire fighting, lifts, dumbwaiters, external façade and external development works etc.

Buildings are mainly of R.C.C. framed Structure work with brick Masonry walls, water proofing of terraces and other wet areas, external façade, flooring of stone/marble, wood/steel/aluminum works, false ceiling, roofing, finishing, Water Supply & sanitary installation including fixtures, rainwater harvesting, Tube wells, Sewage Treatment Plant, ETP, internal electrical works, HVAC works, lifts & dumb waiters, LV system, street lighting and all such similar allied works as per approved designs/drawings and tenders.

Broadly, the E&M work to be covered in this are:-

- (i) Internal & External electrical installations, sub-station, transformers, electrical panels etc.
- (ii) All high and low side HVAC including equipment
- (iii) Elevator/Escalators/dumb waiters and other such installations,
- (iv) Diesel Generators sets with HSD yard, UPS system,
- (v) Fire detection & suppression system including Fire Alarm as specified.

The above description of work as mentioned is only indicative and the actual details of items shall be as per agreements of Individual Works being executed

2.0 PURPOSE

The agency has to ensure that the executing and implementing agencies have taken adequate and proper steps to ensure control of quality and have evolved a proper quality assurance plan and the work is being executed accordingly. It has to be further ensured by the agency that the work is being carried out as per Contract specification and relevant BIS specifications by deputing skilled and experienced Engineers who are experts in individual fields.

The Technical Specifications applicable to the project provide for Quality Assurance and Quality Control and Audit of the work executed by use of a Quality Management System (QMS). The basic concept of this process is that the existing executing Agency performs inspection & testing as per specifications to ensure a quality product and the Third Party Inspection Agency (TPQA) performs testing and Inspection as per the Guidelines on Quality System for Building (IRC:SP-47 and

Correction
Deletion
Insertion

IRC:SP:57) to ensure that the Contractor's Quality Control test results are in order. The system requires that both the existing executing Agency and the TPQA have technical personnel who are competent in testing and inspection of all technical works. The general idea is that the existing executing Agency has to perform the necessary tests and inspection to ensure the likelihood that all works in his scope meet the specifications instead of "after the fact" testing to see if all works meets the specifications. This approach enables the contractor much more control over his operations. He is responsible for his product from the beginning to the end till the final acceptance of all the works. The TPQA monitors and audits his process of testing to make sure that what he is doing is adequate and accurate. Ensuring & Assuring production of a quality work of durability and uniform performance by executing Agency is the most important aspect of the quality supervision assignment of a TPQA.

3.0 TERMINOLOGY

Quality:

Quality is defined as "The totality of characteristics of an entity that bears on its ability to satisfy the stated and implied need". Quality Control is defined as the procedure adopted and controls exercised to ensure that the materials proposed to be used in production, process adopted for production and workmanships of production conform to the prescribed standards and laid down acceptance criteria. The quality control is exercised by construction agency that ensures that the defined objective is achieved through appropriate tests, checks and inspections by suitable qualified personnel and by following correct processes, methodologies to produce the right outcome. Furthermore, the objective evidences of all tests, checks and inspections carried out from time to time are documented in prescribed formats for reference and record.

Quality Assurance of a work is defined as a process which exercises various checks at different stages of a work right from its inception till its acceptance, to put it in service to ensure that the work has been properly designed and constructed as per approved designs, drawings and specifications.

Confirmatory Testing is defined as the sampling and testing which is carried out independent of quality control sampling and testing to confirm that the executing agency results which have been reported are correct and representative, with statistical parameters of the material being produced/ processed.

Acceptance is defined as those operations, inspections, sampling and accepting the tests that are conducted to determine whether the product or service will be accepted for use and payment. Acceptance is determined using a statistically based acceptance plan in construction with assurance that the executing agency has fulfilled the quality control obligations. Acceptance is the responsibility of the client (MoH&FW).

4.0 DOCUMENTS TO BE REFERRED

- a) Tender specifications and relevant IS Codes.

Correction
Deletion
Insertion

- b) Quality Assurance and Quality Control procedures, formats to be developed by the construction agency.
- c) Upto date Contract Specifications.
- d) Upto date Quality Assurance circulars issued by executing Agencies i.e. HLL/HSCC from time to time.
- e) Any other document as deemed fit by TPQA/ MoH&FW.

5.0 SCOPE OF WORK (SERVICES)

1. The following shall be scope of services:
 - a) Review of quality Assurance plan of the executing Agency and suggest improvements that may need to be made to same to make it more effective
 - b) Creating Testing and Inspection formats, other than specifically provided in contract, and getting them approved
 - c) Testing plan of raw construction material and of field testing facilities created at site and procedures adopted to check quality of raw materials
 - d) Testing and Inspection Plan of construction activities to ensure that all critical activities are covered and quality is assured
 - e) Post audit of R/A Bills and
 - f) Pre-Audit of Final bill of executing agency.
2. TPQA shall check to ensure that the site is equipped with necessary documents like copy of agreement, Contract specifications, BIS Codes, Guard file containing inspection reports, list of approved manufactures, tools for checking quality of work & testing facilities, calibration reports of equipment being used in field lab.
3. TPQA shall check to ensure that site records like inspection register, cement register, material receipt registers, test register & site order book etc. are being maintained in prescribed forms and are being periodically reviewed by inspecting officers. TPQA shall carry out random audit of materials received at site and give feedback.
4. TPQA shall check on specific controls on various processes of execution being exercised by the executing agency which would have direct bearing on the quality of the work.
5. TPQA will develop quality plan considering provisions under Para 53.2 of CPWD Works Manual 2014 and check and confirm that all tests are being carried out as required as per mandatory tests/contract specifications/BIS.
 - (a) TPQA, keeping in view the provisions of the agreement, will indicate which test should be carried out in field lab or outside lab.
 - (b) TPQA will ensure that all the provisions of QA plan are being observed at site.
6. The work envisages that the TPQA will generally inspect the work at an interval not exceeding three months **considering progress of work** subject to minimum of six inspections during

Correction

Deletion

Insertion

execution stage excluding final inspection after completion of work. Services will include post audit of R.A. bills and pre-audit of final bill. Further, the inspection is to be planned in such a way that testing of material and observations on resource plan for materials and labour are carried out so that work may progress as per milestones fixed in the agreement. The inspections are to be planned in consultation with MoH&FW to ensure that all critical activities are inspected.

TPQA will conduct inspection of work during execution keeping in view following two aspects:

(i) Material aspect:-

(ii) (a) Quality & testing of material keeping in view the requirement of contract specifications, BIS marked approved products.

i. TPQA shall conduct tests independently and/or witness the tests being carried out in the field Lab to confirm quality of material as per contract specifications/BIS requirements/agreement provisions. TPQA will also arrange to get conducted at least 10% tests, out of total mandatory tests. Necessary arrangements and payment for all such tests shall be made by the executing agency. TPQA will get the samples collected and seal them at site in the presence of authorized representative of executing agency and executing agency will deliver the sample to the laboratory / place chosen by the TPQA for testing. The forwarding letter for the independent laboratory shall be prepared and signed by the TPQA with a request that the result of tests be communicated in sealed cover to TPQA only.

(b) (ii) TPQA will witness calibration of all field laboratory equipment including Concrete batching plant to ensure that the tests being carried out by the field team reflect correct values

(iii) Workmanship aspect:- Inspections by TPQA have to bring out the aspect of overall workmanship. It is to be ensured that execution of work takes place with laid down procedures and sound engineering practice and the building outcome conforms to the desired levels of functionality and aesthetics.

7. The inspection report shall be submitted within 10 working days of inspection to the MoH&FW with a copy to the executing agency as per **Appendix-II** attached. TPQA may however add any other details in inspection report, if so necessary.

8. TPQA shall mention timely, the details of defective work observed, if any, in inspection report. All such works will be classified as:

- a. To be dismantled by executing agency as they cannot be accepted and to be re-done.
- b. Defective works which can be accepted, being structurally safe, and which cannot be rectified at this stage and for which necessary deductions may be made from the payments proposed.
- c. Details of defective material brought at site, which is to be removed from the site
- d. Suggestions regarding remedial measures to be taken, if any, from time to time to ensure conformity.

Correction

Deletion

Insertion

9. TPQA shall check and confirm the quality of the work after verifying the removal of defects, if any pointed out during inspections.
10. If, it is observed by TPQA that defects pointed out are not removed by executing agency, this matter shall be reported immediately to the MoH&FW for necessary action by the Ministry in the matter as per agreement clause.
11. The fees payable to TPQA shall be calculated on basis on the percentage of gross value of work done by the contractor(s), up to the month of inspection, to the estimated cost. Same will be paid after receipt of inspection report.

The quantum of work executed during initial period of Project may be less and subsequently towards completion it may be more. The strength and composition of the inspection team shall be decided by the TPQA keeping in view the quantum and type of works being executed at site. The TPQA shall take care of this aspect and have to ensure adequate deployment of suitable engineering professionals to ensure quality of services provided. Nothing extra on this account shall be payable.

12. A systematic plan for the above process is to be got approved by TPQA from MoH&FW as soon as the work is awarded to them.
13. Any dispute between Executing Agency and TPQA shall be brought before MoH&FW and decision of MoH&FW shall be final and binding for Executing Agency and TPQA.

6. **RESPONSIBILITIES FOR ACCURACY OF TPQA SERVICES:**

- (a) The TPQA shall be responsible for accuracy of service provided by them. The advice and/or opinion, if any, provided shall be with documentary proof of standards/laws/codes etc. However, decision for execution of work will be of the MoH&FW and no claim of any kind of TPQA will be entertained in this regard.
- (b) TPQA shall be responsible for providing advice and/or opinion regarding Quality Assurance Plan prepared by Executing Agency of this work including methodology which should be adopted, Specifications, Standards & quality measure parameter etc. If there is conflict of provisions in this regard, decision of MoH&FW shall be final & binding on both the parties.

7. **Brief Methodology of TPI Services**

- (a) All third party inspections shall be carried out at site as per the agreed Guidelines on Quality System for Building (As per relevant code) Contract Specifications.
- (b) Inspections at work site locations, as provided shall be carried out for inspection and testing of materials at Executing Agency laboratory and testing of materials from external Labs as per Clause 5.6 (ii) (a).

Correction
 Deletion
 Insertion

- (c) For testing of construction materials at field laboratory & outside laboratory, the sampling of materials shall be done jointly by TPQA & executing agency's authorized Representative.
- (d) Samples for outside testing shall be sealed by TPQA and forwarding letter shall be given to the executing agency who will carry the sample and send it to the laboratory as approved by TPQA.
- (e) **Site inspection of all construction activities of structures shall be done as per QAP as approved by MoH&FW.**
- (f) After review of test report and analysis of inspections, observations about materials, work etc., observations will be communicated to the MoH&FW and executing agency through its authorized Representative for necessary action for rectification/ modification (if required).
- (g) MoH&FW will nominate a Coordinating officer for interaction with TPQA and the executing agency.
- (h) Executing Agency will hand over documents, Specifications/ Manufacturer's instructions to TPQA.
- (i) TPQA agency shall also technically audit all the deviation items, extra items and substitute items which may be required to be executed and which were not part of the original tender issued by the executing agency and include comments in reports of post-audit of all Running Bills and pre-audit of final bill.
- (j) Based on the above, the successful bidder shall submit "General Approach and Methodology of TPQA to MoH&FW for approval.

CONTRACT CONDITIONS

1. General Provisions:

1.1 Definitions

Unless the context otherwise requires the following terms whenever used in this contract have the following meanings

- a) **"Applicable law"** means the law and any other instruments having the force of law in India, as may be issued and in force from time to time;
- b) **"Contract"** means the contract signed by the parties, to which these Contract Conditions of contract are attached, together with all the related documents of such signed contract;
- c) **"Effective Date"** means the date on which this contract comes into force and effect pursuant to condition;

Correction
 Deletion
 Insertion

- d) **“Government”** means the Government of India;
- e) **“Personnel”** means persons hired by the TPQA.
- f) **“Party”** means the client or the TPQA, as the case may be and parties mean both of them.
- g) **“Services”** means the work to be performed by the TPQA pursuant to this contract for the purpose of the project, as described in Terms of reference hereto Request for proposal (RFP).
- h) **“Employer”** means – MoH&FW; represented by its authorized Representative
- i) **“Technical Proposal”** means the technical proposal submitted by the TPQA.
- j) MoH&FW means Joint Secretary (PMSSY), Ministry of Health & Family Welfare, Nirman Bhawan, New Delhi, or his authorized Representative.
- l) **Executing agency means** M/s HITES and M/s HSCC

1.2 Relation between the parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the MoH&FW and the TPQA. The TPQA, subject to this contract, have complete charge of personnel performing the services and shall be fully responsible for the services performed by them or on their behalf.

1.3 Law Governing Contract

This contract, its meaning, interpretation, and the relation between the Parties shall be governed by the Applicable Laws in India.

1.4 Language

This contract shall be executed in English, which shall be binding and controlling language for all matters relating to the interpretation of this contract.

1.5 Headings

The headings shall not limit, alter or affect the meaning of this contract.

1.6 Notices

1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered post or facsimile to such party at the address specified below:-

Employer : Joint Secretary (PMSSY), MoH&FW
: Nirman Bhawan, New Delhi-110011.

For the TPQA : _____

Address : _____

Attention : _____

Telephone No. : _____

Mobile Phone No. : _____

Facsimile : _____

E-mail : _____

(Note: Fill in the Blanks)

1.6.2 Notice will be deemed to be effective as specified below.

(a) In the case of personal delivery or registered mail, on delivery;

(b) In the case of facsimiles, 48-hours following confirmed transmission.

1.6.3 A party may change its address for notice hereunder by giving the other party notice of such change.

1.7 Authorized Representatives

Any action required or permitted to be taken, and document required or permitted to be executed, under this contract by the MoH&FW or the TPQA may be taken or executed by the officials specified below.

For MoH&FW : Under Secretary (PMSSY), MoH&FW
: Nirman Bhawan, New Delhi.

For the TPQA :
:

(Note: Fill in the Blanks)

2 Commencement, Completion, Modification and Termination of Contract

Correction
Deletion
Insertion

2.1 Effectiveness of Contract

This contract shall come into force with effect from the 10th day from the date of the letter of acceptance of the offer for Third Party inspection/ quality assurance services.

2.2 Commencement of services

The TPQA shall begin carrying out the services at the end of such time period after the effective date.

2.3 Expiration of contract

Unless terminated earlier pursuant to **condition No.2.8** of contract conditions hereof, this contract shall expire when services have been completed and all payments have been made at the end of such time period after the effective date or the extended period, if required.

2.4 Entire Agreement

This contract contains all covenants, stipulations and provisions agreed by the parties. No agent or representative of either party, unless specifically authorized, shall make any statement, representations, promise or agreement and the parties shall not be bound by or be liable for, any statement representation, promise or agreement not set forth herein.

2.5 Modification

Modification of the terms and conditions of this contract, including any modification of the scope of the services, may only be made by written agreement between the parties, however each party shall give due consideration to any proposals for modification made by the other party.

2.6 Force Majeure

2.6.1 Definition

(a) For the purposes of this contract, "Force Majeure" means an event which is beyond the reasonable control of a party and which makes parties performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such party's sub TPQA or agents or employees, nor (ii) any event which a diligent party could reasonably have been expected to both [A] take into account at the time of the conclusion of this contract and [B] avoid or overcome in the carrying out its obligations

Correction
Deletion
Insertion

hereunder.

- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.6.2 No Breach of Contract

The failure of a party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this contract in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this contract.

2.6.3 Measures to be taken

- a) A party affected by an event of Force Majeure shall take all reasonable measures to remove such party's inability to fulfill its obligations hereunder with minimum of delay.
- b) A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible and in any event not later than fourteen (14) days following the occurrence of such event providing evidence of the nature and cause of such event and shall similarly give notice of the restoration of normal conditions as soon possible.
- c) The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.6.4 Time of Completion:

24 months

2.6.5 Extension of Time

- (a) Any period during which a party shall, pursuant to this contract complete any action or task shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure or for reasons not attributable to such Party.
- (b) Also extension of time will be given to TPQA, if the execution of the work continues beyond the stipulated date(s) of completion. However, no extra payment on this account shall be payable to the TPQA.

2.6.6 Consultation

Not later than thirty (30) days after the happening of an event of Force Majeure, whereby the Second Part is enable to perform a material portion of the services, the parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

Correction

Deletion

Insertion

2.7 Suspension

The MoH&FW may by written notice of suspension to the TPQA suspend all payments to the TPQA hereunder if the TPQA fail to perform any of their obligations under this contract, including the carrying out of the services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) request the TPQA to remedy such failure within the period not exceeding thirty (30) days after the service of such notice of suspension on the TPQA.

2.8 Termination of Contract

The MoH&FW may by not less than thirty (30) days written notice of termination to the TPQA (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than forty five (45) days, such notice to be given after the occurrence of the events specified in the paragraph (a) through (f) of this condition no. 2.8. terminate this contract.

- (a) If the TPQA fail to remedy in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to condition No.2.7 herein above, within thirty (30) day of receipt of such notice of suspension or within such further period as the MoH&FW may have subsequently approved in writing;
- (b) If the TPQA become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the TPQA fail to comply with any final decision reached as a result of arbitration proceedings;
- (d) If the TPQA submit to MoH&FW a statement which has a material effect on the right, obligations or interests of the MoH&FW and which the TPQA know to be false;
- (e) If as the result of force majeure the TPQA are unable to perform a material portion of the services for a period of not less than thirty (30) days or
- (f) If the MoH&FW in its sole discretion and for any reason whatsoever, decides to terminate this contract.

2.8.1 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Contract Conditions No. 2.8 hereof, or upon expiration of this Contract to Contract Condition no. 2.3 hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (i) Such rights and obligations as may have accrued on the date of termination or expiration;

- (ii) The obligation of confidentially set forth in Contract Condition no. 3.3 hereof;
- (iii) Any right which a Party may have under the Applicable Law.

2.8.2 Cessation of Services

Upon termination of this Contract by notice pursuant to Contract Conditions No. 2.8 hereof, the TPQA shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the TPQA and equipment and materials furnished by the MoH&FW, the TPQA shall proceed as provided, respectively, by Contract Conditions No. 3.5 hereof.

2.8.3 Payment upon Termination

Upon termination of this Contract pursuant to Contract Condition No.2.8 hereof, the MoH&FW shall make the following payments to the TPQA (after offsetting against these payments any amount that may be due from the TPQA to the MoH&FW.

- i. Remuneration pursuant to Contract Condition no. 6 hereof for Services satisfactorily performed prior to the effective date of termination
- ii. Reimbursable expenditures pursuant to Contract Condition no.6 hereof for expenditures actually incurred prior to the effective date of termination;

2.8.4 Forfeiture of Security Deposit upon termination of contract.

In case, the agreement of TPQA is terminated due to the default of the TPQA, his Security Deposit (deducted up to that stage) shall be forfeited which shall be absolutely at the disposal of the Government.

3. Obligations of the TPQA

3.1 General

3.1.1 Standard of Performance

The TPQA shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and consider appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The TPQA shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisors to the MOH&FW, and shall at all times support and safeguard the legitimate interests of MoH&FW in any dealings with third parties.

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3.1.2 Law Governing Services

The TPQA shall perform the services in accordance with the Applicable Law and shall take all practicable steps to ensure that any personnel and agents of the TPQA comply with the Applicable Law. If required the MoH&FW shall advise the TPQA in writing of relevant local customs and the TPQA shall, after such notifications, respect such customs.

3.2 Conflict of Interests

3.2.1 TPQA and Affiliates not to engage in certain Activities

The TPQA agree that, during the term of this Contract and after its termination, the TPQA and any entity affiliated with the TPQA shall be disqualified from providing goods, works or services (other than the services and any continuation thereof) for any project resulting from or closely related to the services.

3.3 Confidentiality

The TPQA and the personnel of them shall not, either during the term or within two (2) years after the expiration of this contract, disclose any proprietary or confidential information relating to the project, the services, this services, this contract or the MoH&FW business or operations without the prior written consent of the MoH&FW.

3.4 Reporting Obligations

The TPQA shall submit to the MoH&FW the reports and documents specified in Terms of Reference, in the form, in the numbers and within the time periods as specified.

3.5 Material furnished by the MoH&FW

The material made available to the TPQA by the MoH&FW shall be the property of the MoH&FW and shall be marked accordingly. Upon termination or expiration of this agreement, TPQA shall furnish forthwith to the MoH&FW, an inventory of such materials and shall dispose of such materials in accordance with the instructions of the MoH&FW.

4. TPQA’s Personnel

4.1 General

The TPQA shall employ and provide such qualified and experienced personnel as are required to carry out the services.

4.2 Description of Personnel

- a) The TPQA shall on award of work submit titles, job descriptions, minimum qualification and estimated periods of engagement in carrying out of the services of each of the TPQA’s Key

Correction

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personnel to be engaged for services. Minimum qualifications, experience and numbers to be engaged should match the project requirements. MoH&FW thereafter shall approve the same. If any of the key personnel has already been approved by the MoH&FW, his/her name be also listed as well.

- b) If required to comply with the provisions of Contract Condition No. 3.1.1 of this contract adjustments with respect to the estimated periods of engagement of key personnel may be made by the TPQA by written notice to the MoH&FW provided; (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week whichever is larger. Any other such adjustments shall only be made with the written approval of the MoH&FW.

4.3 Approval of personnel

The TPQA personnel to be deployed for this work shall be got approved from MoH&FW.

4.4 Removal and/or Replacement of Personnel

- (a) Except as the MoH&FW may otherwise agree, no changes shall be made in the Key Personnel. If, for any reasons beyond the reasonable control of the TPQA, it becomes necessary to replace any of the personnel, the TPQA shall forthwith provide as a replacement another person of equivalent or better qualifications.
- (b) If the MoH&FW (i) finds that any of the personnel has committed serious misconduct or has been charged with having committed a criminal action or (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the TPQA shall at the written request of the MoH&FW specifying the grounds therefore, forthwith provide as a replacement a person with qualification and experience acceptable to MoH&FW.

5. Obligations of the MoH&FW

5.1 Payment

In consideration of the services performed by the TPQA under this Contract, the MoH&FW shall make to the TPQA such payments in such manner as is provided by the Contract Condition No. 6 of this Contract.

6.0 Payment to the TPQA

6.1 Currency of Payment

All payments shall be made in Indian Rupees.

6.2 MODE OF BILLING AND PAYMENT:

- (a) Fees shall be paid during execution of work, on pro-rata basis of financial progress of work under execution.

Correction
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- i. The TPQA's fee as per scope of work will be paid as per quoted rates. The fee quoted shall be payable from the date from which the agreement comes in force.
- ii. The TPQA's fee is inclusive of all prevailing taxes, except service tax. Service tax will be paid/reimbursement/deducted after paying as per the existing service tax rules at the time of payment.
- iii. The payment to the TPQA shall be made by MoH&FW on the basis of the bill submitted by TPQA.
- iv. MoH&FW will deduct Income Tax from the payment to TPQA as per rules. The Tax Deduction Certificate for such deductions shall be issued by department to TPQA. The same will not be deducted if TPQA agency produces a certificate of exemption of the same.

6. Fairness and Good Faith

The parties undertake to act in good faith with respect to each other's rights under this contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.0 Security Deposit

An amount equivalent to 10% of the gross amount of each running bill of the TPQA will be deducted and held by Government by way of Security Deposit, unless he/they has/have deposited the amount of security at the rate mentioned above in cash or in the form of Government securities or fixed deposit receipts. In case a fixed deposit receipt of any bank is furnished by the TPQA to the Government as part of the security deposit and the bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the TPQA and the TPQA shall forth with on demand furnish additional security to the government to make good the deficit.

8.0 Responsibility for accuracy of TPQA services provided

The TPQA shall be responsible for accuracy of services provided by them for the project. They shall indemnify the department through the Security Deposit to be deducted as per this agreement against any action arising out of such inaccuracies in the work which might surface at any time at a later date of implementation of the project or final inspection report submitted by TQA whichever is later.

9.0 Release/ Forfeiture of Security Deposit

Security deposit shall be released after 6 months of actual completion of the work or final inspection report submitted by TPQA or pre-audit of final bill of the contractor, whichever is later. However before refund of security deposit, it will be ensured that extension of time, if any, for agreement of TPQA is decided by the competent authority and final bill of TPQA has already been paid.

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10.0 Indemnity

The TPQA shall indemnify the MoH&FW and its officers or employees, against any claim or liability of any kind, which includes but not limited to injury to person or property or rights of any person arising out of or in consequence of the performance of this Agreement.

11.0 Settlement of Disputes & Arbitration

Except where otherwise provided in the contract, all questions and disputes relating to the matters under this contract 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 TPQA considers any work demanded of him to be outside the requirements of the contract, or disputes any record or decision given in writing by the MoH&FW or its authorized Representative 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 JS (PMSSY) in writing for redressal of the dispute and his decision and JS (PMSSY) shall, thereupon, give his decision within 30 days of the receipt of such request.
- ii. If the TPQA is not satisfied with the decision of the JS (PMSSY), he than, within 30 days of receipt of the said decision shall request in writing (As per **Appendix-IV**) for appointment of Arbitrator along with list of disputed claims amount-wise. JS (PMSSY) within 30 days of receipt of letter from TPQA shall appoint a Sole Arbitrator for adjudication of disputed claims. It shall be the term of this contract that JS (PMSSY) shall only refer the disputed claims amount-wise and not disputes.
- iii. It is also a term of this contract that the arbitrator shall adjudicate on only such disputed claims as are referred to him by the appointing authority and give separate award against each disputed claims referred to him and in all cases where the total amount of the claims by any party exceeds Rs.1,00,000/-, the arbitrator shall give reasons for the 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 New Delhi only.

12. Foreclosure

- 12.1 **MoH&FW** may, by not less than thirty (30) days of written notice of foreclosure (the expiry of the notice period whereof being the date of termination) to the TPQA, without assigning any reason whatsoever at any stage of the contract, terminate the contract.
- 12.2 Upon termination of this contract, the TPQA shall take necessary steps to bring the work to a close in a prompt orderly manner and shall handover all the documents/ reports prepared by the TPQA up to and including the date of termination to the MoH&FW.
- 12.3 The TPQA shall be duly paid for the works carried out and services rendered till the date of

Correction

Deletion

Insertion

termination.

13 **Notices :**

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed or when sent by registered mail, facsimile to such party to the following address:

FOR THE MoHFW:

**UNDER SECRETARY,
MINISTRY OF HEALTH AND FAMILY WELFARE
NIRMAN BHAWAN, NEW DELHI – 110011.**

FOR THE T.P.Q.A.:

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed by their duly authorized Corporate Officers and affix the Common Seal in the presence of the following witness on the day, month and year first written above.

**Signed and delivered for and on
behalf of MoH&FW:**

**Signed and delivered for and on
behalf of TPQA:**

**Under Secretary,
Ministry of Health & Family Welfare.
Nirman Bhawan, New Delhi -110011**

In the presence of

In the presence of

WITNESS :

WITNESS :

- 1.
-
- 2.
-

- 1.
-
- 2.
-

Name of work: **Construction of Super Speciality Block under Pradhan Mantri Swasthya Suraksha Yojana (PMSSY) – Phase-III at the following Medical Colleges/Institutes:-**

SI No	Name of the State	Name of the GMC/ Institute	Approx. estimated cost (Rs. In Crores)
1.	Assam	Guwahati Medical College, Guwahati	68.41
2.	Assam	Assam Medical College, Dibrugarh	73.12
3.	Bihar	Srikrishna Medical College, Darbhanga	86.27
4.	Bihar	Govt. Medical College, Darbhanga	85.36
5.	West Bengal	North Bengal Medical College, Siliguri, Darjeeling	71.94
6.	Odisha	MKCG Medical College, Berhampur	65.95
7.	Odisha	VSS Medical College, Burla	65.26
	Total		516.31 Crs.

Proforma of Inspection Report

Name of TPQA Agency.....		
1.0	Particulars work	
1.1	a) Name of Work	
	b) Description of work	
1.2	Executing Agency	
	a) Name	
1.3	Agreement No.	
1.4	Stipulated time and date of start	
1.5	Stipulated time and date of completion	
1.6	a) Estimated cost put to tender	
1.7	b) Schedule of rates applicable	
	Accepted tendered cost with overall percentage	
1.8	Percentage progress at time of inspection vis a vis expected as per contract and reasons for delay, if any:	
1.9	Inspection officers (Name & Designation)	
1.10	Officers and contractor present during inspection (Name & Designation)	
1.11	Date of inspection and number	
2.0	Quality control aids:	
2.1	Is site equipped with	
	a) Copy of agreement	
	b) Contract/applicable specification along with up to date correction slips	
	c) List of ISI marked /approved materials to be used:	
	d) Guard file containing inspection reports of CTE/QCTA	
	e) Testing facilities to check conformations to acceptance criteria	
	f) QACW circulars on quality control	
2.2	Is field laboratory existing and well equipped	
3.0	Department procedure aspects	
3.1	Maintenance of inspection register	
3.2	Highlights of inspection by MoH&FW requiring compliance	

Correction

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Insertion

3.3	Are all site registers maintained in standard forms?	
3.4	Are test registers reviewed by authorized officer i.e. Engineer-in-charge with dates.	
3.5	Cement registers	
	a) Is cement store checked as provided in the agreement	
	b) Comment on cement stock with reference to cement register	
3.6	Site order book and schedule of defects	
	a) Is site order book properly maintained	
	b) Is site order book reviewed by authorized officers (mention detail)	
	c) Have timely notices been issued to the contractor with the schedule of defects/damage and date of compliance? In case of failure to rectify defects/damages whether action under contract provisions initiated.	
4.0	Process control aspects	
4.1	Is soil investigation done? (give brief details)	
4.2	Suitability of water for construction	
	a) What is the source of water?	
	b) Has water been tested subsequently (i.e. after every 3 months) and found fit for use in works?	
	c) Has water been tested subsequently(i.e. after every 3 months) and found fit for use in works	
4.3	Are 10% (25% for concrete) of all samples for testing taken in presence of authorized representative of TPQA	
4.4	Are all mandatory tests carried out at stipulated frequency?	
4.5	Are materials approved by authorized officer of the executing agency? If so are approved samples available at site?	
4.6	Are samples units/items completed and approved by authorized officer of executing agency before start of mass finishing work?	
4.7	Specific control on RCC work like centering/shuttering proportioning with boxes, mixing by full bag capacity hopper fed mixer, control of slump, placing compaction with vibrator:	
4.8	Any other particular comments on adequate of process control	
5.0	Site inspection for observation and comments on quality control system in place	
5.1	Observations on floors slope (especially in bath,	

Correction

Deletion

Insertion

	WC, kitchen, terrace, balcony etc.)	
5.2	Observation on QC for dampness/ leakages prevention. If dampness/leakages noticed, then state locations and probable reasons	
5.3	Samples collected by TPQA	
6.0	Observations on site material QC aspects. (keeping in view the requirement of contract specifications, IS marked/ approved products etc. (attach separate sheet if required)	
7.0	Observations on workmanship QC aspects. (attach separate sheet if required)	
8.0	Comments on issues not specifically covered above but are pertinent to mention (attach separate sheet, if required)	
9.0	Suggestions, if any, for improving the quality	

FINANCIAL BID

To,

The Under Secretary (PMSSY),
Ministry of Health & Family Welfare,
Nirman Bhawan, New Delhi.

Sub: - "Refer Appendix-I".

Sir:

I/We _____ TPQA herewith enclose financial bids for considering our Agency / Institute as TPQA for above work as per the scope of work given under terms of reference.

Yours faithfully,

Signature _____
(authorized Representative of the TPQA)

Full Name _____

Designation _____

Address _____

Tele Nos: (O) _____ (R) _____

E-mail: _____

Fax No: _____

Correction
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SCHEDULE OF WORK

Name of work: "As per Individual Work".

S. No.	Description of Item/Service	Estimated Cost of the work	Period	Lump sum Fee (In words & Figures)
1	Providing Third party Quality Audit and quality assurance/ inspection services for the above work as per the terms and conditions mentioned in the tender for East Zone details of which are given in tender paper	516.31 cr.	24 months*	

* Period may vary as per actual date of completion and nothing on this account shall be payable.

IMPORTANT NOTES:

1. The quoted amount shall be inclusive of all prevailing taxes and fees but excluding the statutory service tax, which shall be reimbursed.
2. Services of Third Party Inspection agency shall be required up to the actual completion execution of work and finalization of the final bill.
3. No extra payment except as quoted by the TPQA shall be paid for any other items whatsoever in any shape and form.
4. TPQA is expected to make himself acquainted with the work/services expected to be carried out by him for satisfactory carry out of the TPQA services. No extra payment for any account shall be entertained.

Yours faithfully,

Signature _____
(Authorized Representative of the TPQA)

Full Name _____

Designation _____

Address _____

Tele Nos: (O) _____ (R) _____

E-mail: _____

Fax No: _____

Correction

Deletion

Insertion

APPENDIX – IV**NOTICE FOR APPOINTMENT OF ARBITRATOR**

To

The Joint Secretary (PMSSY),
 Ministry of Health & Family Welfare,
 Nirman Bhawan, New Delhi

Dear Sir,

In terms of Contract Condition, Clause-11, particulars of which are given below, I/we hereby give notice to you to appoint an arbitrator for settlement of disputes mentioned below:

1. Name of applicant
2. Whether applicant is Individual/Prop. Firm/Partnership Firm/Ltd. Co.
3. Full address of the applicant
4. Name of the work and contract number in which arbitration sought
5. Contract amount in the work
6. Date of contract
7. Date of initiation of work
8. Stipulated date of completion of work
9. Actual date of completion of work (if completed)
10. Total number of claims made
11. Total amount claimed
12. Date of intimation of final bill (if work is completed)
13. Date of payment of final bill (if work is completed)
14. Amount of final bill (if work is completed)
15. Date of request made to JS (PMSSY) for decision
16. Date of receipt of decision from JS(PMSSY)

Specimen signature of the applicant
 (Only the person/authority who signed the contract should sign)

I/We certify that the information given above true to the best of my/our knowledge. I/We enclosed following documents:-

1. Statement of claims with amount of claims.

Yours faithfully,

(Signature)

Engg/PMSSY/21.00.2016