

No. D-25018 (9)/2005-NMCC
Government of India
Ministry of Commerce & Industry
Department of Industrial Policy & Promotion
NATIONAL MANUFACTURING COMPETITIVENESS COUNCIL

Room No. 242, Vigyan Bhawan, New Delhi-110011
Dated the 29th September, 2006.

NOTICE OF INVITATION TO TENDER

National Manufacturing Competitiveness Council (NMCC), an Autonomous body under the Ministry of Commerce & Industry (Department of Industrial Policy & Promotion) Government of India, invites competitive offers from reputed companies/ firms for supply and installation of (a) TLA-8 Card and SLMO-8x2 Card with facility to connect 08 P&T Lines with a minimum of 16 Digital Extensions and (b) Voice Message System for DID and accessories as required for installation and functioning for its **SIEMENS' DIGITAL ISDN (Expandable) EPABX SYSTEM** installed at Vigyan Bhawan Annexe, Maulana Azad Road, New Delhi-11011.

ESTIMATED COST OF WORK	:	Rs. 01.10 Lakh
TENDER REFERENCE NO.	:	D-25018 (9)/2005-NMCC
TENDER DATE	:	29th September, 2006
CLOSING DATE & TIME	:	16th October, 2006 at 1500 Hrs
OPENING DATE & TIME	:	16th October, 2006 at 1600 Hrs
DURATION OF WORK	:	Within 4 (Four) Days from the Placement of the work order.
TENTATIVE START DATE	:	2nd DAY AFTER RECEIPT OF WORK ORDER

2. *The Council will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.*

3. DESCRIPTION OF WORK: supply and installation of (a) TLA-8 Card and SLMO-8x2 Card with facility to connect 08 P&T Lines with a minimum of 16 Digital Extensions and (b) Voice Message System for DID and accessories as required for installation and functioning for its **SIEMENS' DIGITAL ISDN (Expandable) EPABX SYSTEM** .

4. Only those companies/ firms would be eligible to submit the bids, who have satisfactorily completed the minimum work order (with completion

certificate) for not less than Rs. 50.00 lakh in the year 2005-06, for the Government of India / Government of India Bodies.

5. The following criteria shall be considered for qualification of the suppliers:
- a) Past experience and Performance on similar work done for the Government of India Departments/ Government Bodies for last 3 (three) years.
 - b) Proved credentials/competence with reference to personnel, equipment and manufacturing facilities.
 - c) Financial worthiness and competence to be substantiated through Income Tax Clearance Certificate, PAN/ST/TIN / VAT No., for the last 3 years.

6. **Earnest money (EMD): Rs.5,000/-** (Rs. Five thousand only) in the form of crossed DD / Pay Order drawn in favour of National Manufacturing Competitiveness Council, New Delhi and drawn on International/Nationalized Bank/Scheduled Bank must be submitted along with the quotations. **Tenders without EMD will not be considered.**

6.2. **EMD** would be returnable on the non-interest bearing basis.

6.3 **Public Sector Undertakings.** The concession / benefit could be availed subject to the submission of valid documentary evidence along with the offer.

7. **Submission of bids:** Bids must be submitted in Sealed Cover super scribed with above Tender Reference No., Closing Date & Closing Time in bold letters and Firm's seal with address. The envelope should be properly sealed, addressed and submitted on or before the due date & time to the following address and receipt obtained.

**Deputy Chief,
National Manufacturing Competitiveness Council
Room No. 242, Vigyan Bhawan Annexe,
Maulana Azad Road, New Delhi-110011.**

8. The bids may also be sent by Speed Post / Courier Service well in advance to reach the above office at least 48 hours before the due date and time. Offers received beyond the due date and time of the tender will not be considered.

- a) Late offer will not be considered and timely submission of tenders is the responsibility of the bidders.
- b) No excuses, such as delay in issue of pass, traffic-problem etc. shall be entertained.
- c) There should be NO OVERWRITING. The rates must be preferably typed.
- d) Quotations not fulfilling the requirement may be rejected.
- e) Validity of your offer shall be for a period of minimum 90 days from the date of consideration of the bids. Bids having the validity of less than 90 days would be considered non-responsive and declared invalid.
- g) Offer must be submitted on firm's letter head duly signed and stamped and not on this Tender Form.

- h) In case your offer deviates from our requirement and terms & conditions in any manner, these deviations must be clearly indicated in your Offer, failing which our requirements and terms and condition including NMCC'S Terms and Conditions of Supply (TACS) will be binding on you.
9. **Tender Opening:** Offers received before tender closing will be opened on the tender closing date.
10. **Security Deposit:** The successful bidder/contractor will have to deposit an amount equivalent to 10% of order value in the form of DD / Bank Guarantee from the nationalized / scheduled bank as per the format enclosed at Annex.-I. Security deposit will be returned to the bidder/contractor after successful execution of the contract. Like EMD, Security deposit would also be non-interest bearing.
11. **Forfeiture of EMD / Security Deposit:** In case of non-submission of the security deposit and / or non-acceptance of the order, the EMD submitted along with offer is liable to be forfeited. Likewise non-performance of the contract will result in forfeiture of security deposit with application of risk purchase clause as appropriate.
12. **Refund of EMD:** EMD of the unsuccessful bidders / contractors will be returned as soon as the decision is taken by NMCC regarding placement of order. The EMD will be forfeited if it is not claimed within one year from the date of issue of refund intimation to the respective bidders
13. **Payment Terms:** Our standard terms of payment are within 30 days from the date of submission of bills in triplicate along with work completion certificate certified by the competent authority in NMCC. **NO ADVANCE WILL BE PAID IN ANY MANNER AGAINST THE CONTRACT.** The payment shall be made through Cheque(s) only.
14. For delivery default, penalty and risk purchase, NMCC's TACS for contract shall be strictly applicable.
15. **Performance Guarantee:** Successful bidder shall be responsible for overall performance, and would provide the guarantee for the EPABX and other related equipments for a minimum period of 12 months from the date of installation/delivery for which the supplier will have to submit a performance guarantee of an amount equivalent to 10% of the work order in a prescribed format enclosed at Annexure-II for the period covering the guarantee of the supplies/ work done.
16. **LIQUIDATED DAMAGES:** Should the work be not completed to the satisfaction of the Council within the stipulated period, the contractor shall be bound to pay to the Council **liquated charges @ 2.0%** of the contract value per week subject to a **maximum of 10%** of the contract value for non-completion of the work in time.
17. You will abide by all Terms and Conditions of Supply (TACS), statutory requirements as per ANNEXURE – III & IV
18. **Termination of Contract:** In case of any material breach of the contract in terms of quality of work, material as specified/ agreed, time schedule for completion

of the work etc. by the supplier, the Council reserves its right to unilaterally terminate the contract after serving a prior notice of three days in writing for rectifying the discrepancies, or adhering to the time schedule etc. The supplier would be solely liable for any loss or damage incurred by the Council in lieu of the above mentioned breach or non performance of contract by the Contractor.

BIDDERS SHOULD READ THE TERMS AND CONDITIONS OF TENDER (TAC) INCLUDED IN THE TENDER CAREFULLY PRIOR TO FILLING UP TENDER AND SIGNING ACCEPTANCE.

19. The bidder shall hold harmless and keep NMCC indemnified against all claim arising as a result of infringement of any third party proprietary rights on account of manufacture, sale or use of articles covered by the order.

20. The declaration form that the supplier shall abide by the terms and conditions of the tender may be signed stamped and returned to the Council alongwith the quotations.

21. One duly authorized representative of each bidder would be allowed to participate in the opening of the tender.

22. We look forward to receive your most competitive and reasonable offer against this tender notice.

(S. S. Madan)
Deputy Chief, NMCC
Telefax: 2302-2535
E-mail: ss.madan@nic.in

SECURITY DEPOSIT BANK GUARANTEE

THIS DEED OF GUARANTEE made at New Delhi _____ day of month _____ of *(the year)* by the Bank of *(Bank's name and address)* (hereinafter called the 'SURETY' which expression shall include its heirs, successors, administrators and assigns) of the ONE PART in favour of Messers National Manufacturing Competitiveness Council, New Delhi- 110011 an Autonomous Body under the Ministry of Commerce of Industry, Department of Industrial Policy & Promotion, Government of India. (Hereinafter called the 'PURCHASER' which term shall include its heirs, successors, administrators and assigns) of the OTHER PART.

WHEREAS M/s *(Firm's name)* registered under _____ having its Registered Office (Firm's address) (hereinafter called the 'CONTRACTOR' which expression shall include its heirs, successors, administrators and assigns) have accepted an Order / entered into a Contract vide Ref. No. _____ dated _____ (hereinafter called the said Order / Contract) with the purchaser for the supply, delivery at site, installation and commissioning of certain equipment, item, material etc. as stated in the said Order / Contract as per the terms and conditions provided in the Order / Contract.

AND WHEREAS under the said Order / Contract the Contractor is required to furnish a Bank Guarantee for *(currency / amount)* (In words) being ten percent of the Order / Contract price of *(currency / amount)* as specified in the said Order / Contract for the execution of the said Order / Contract as per Order / Contract terms.

NOW THIS DEED WITNESSES AS FOLLOWS:

In pursuance of the terms and conditions of the said Order / Contract and on the request of the Contractor, we the Surety do hereby undertake to pay to the Purchaser on demand without any demur the sum of *(currency/amount)* (in words) being five percent of the Order / Contract price in the event of the Contractor failing to fulfill any of the terms and conditions of the said Order / Contract.

We, the Surety, do hereby agree that the Purchaser shall be the sole judge to decide whether the Contractor has committed a breach of any of the terms or conditions of the said Order / Contract and that the decision of the Purchaser will be final and binding on the Surety. The Purchaser and the Contractor shall be at a liberty to carry out any modifications in the said Order / Contract during the currency of the said Order / Contract and any extensions thereof and any such modifications will be duly intimated to the Surety. Any accounts settled between the Contractor and the Purchaser shall be conclusive evidence against the Surety of the amount due and shall not be questioned by the Surety.

We, the Surety, further agree that the guarantee herein contained shall remain in full force and effect for a period that would be taken for completion of the Order / Contract, by the Contractor under the said Order / Contract and that the guarantee shall continue to be enforceable till all the obligations under or arising by virtue of the said Order / Contract have been fully discharged by the Contractor till

the Purchaser certifies in writing that the terms and conditions of the said Order / Contract have been fully and properly carried out by the said Contractor,

We, the Surety, further undertake not to revoke this guarantee during the currency of the same except with the previous consent of the Purchaser in writing. We, the Surety, further agree that liabilities and obligations of the Surety arising under or by virtue of this bond shall not be discharged by any variation of the terms or conditions of the said Contractor by any grant of time given or any indulgence shown by the Purchaser to the Contractor. It is agreed that the liabilities under this guarantee shall not exceed (*currency/amount*) (In words).

This guarantee shall remain in force till _____

Date:

Signature of a person duly
authorized to sign on behalf of the
Bank with Seal of the Bank

***INDIGENOUS VENDORS TO SUBMIT THIS SECURITY DEPOSIT BANK
GUARANTEE ON NON-JUDICIAL STAMP PAPER OF RS. 100.00 FROM
NATIONALISED / SCHEDULED BANK ONLY.**

ANNEXURE-II**PERFORMANCE BANK GUARANTEE**

THIS DEED OF GUARANTEE MADE THIS _____ DAY OF _____ 200 BY

THE (Bank's Name & Address) hereinafter called "the Surety" (which expression shall unless excluded by or repugnant to the context, be deemed to include its successors in office and assigns) of the ONE part in favour of M/s. National Manufacturing Competitiveness Council (NMCC), New Delhi-110011, hereinafter called "THE PURCHASER" (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, successors in office and assigns) of the other part.

WHEREAS, (firm's name) registered under the Indian Companies Act 1913 having its registered office at (Firm's address) (hereinafter called "THE CONTRACTOR") which term shall include its heirs, successors, administrators and assigns) have accepted an Order No. _____ dated _____ (hereinafter referred to as the said "Contractor") with the Purchaser for supply of certain goods stated in the said contract to Purchaser in good condition provided in the contract.

AND WHEREAS it is one of the terms of the said contract that Contractor shall furnish to the Purchaser a bank guarantee comprising _____ % of the value of the order amount to Rs. _____ (Rupees _____) for the satisfactory performance of the equipments supplied against the said contract at least for a period of _____ months from the date of supply, i.e. from _____ or for a period of _____ months from the date of commissioning of ship in which items/equipments are fitted whichever is later and WHEREAS the purchaser has agreed to accept such Bank Guarantee.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

- (1) In consideration of the above premises the Surety hereby unequivocally undertakes and agrees with the Purchaser to pay to the Purchaser upon demand in writing without any demur, protest and without referred to the Contractor, whenever required so by them so to do and within a fortnight from the date of such demand sum or sums not exceeding in the whole of Rs. _____ (Rupees _____).
- (2) We, the (Bank's Name) further agree that the purchaser shall be the sole judge to decide whether the Contractor has committed any breach of any of the terms or conditions of the said contract or the goods supplied by the contractor have failed in performance and that if any question arises as to whether any sum has become payable by the Contractor to the Purchaser by virtue of or arising out of the said contract and/or by such failure the decision of the Purchaser shall be final and binding on the Surety.
- (3) This guarantee shall come into force upon delivery of the equipments/items and shall remain in full force and effect till guarantee period of the said contract and till the terms and conditions of the said contract and any modification or variation or amendment thereof have been properly fulfilled or

till the Purchaser certifies in writing that the said contract and any modifications or variation or amendment of the said contract have been truly and faithfully performed. However, in case the Bank Guarantee is provided for a limited period, the validity of the same shall be automatically extended till the guarantee period of the said contract.

(4) We, (Bank's Name), undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing. The guarantee herein contained shall not be revocable by notice or by reason of the dissolution or winding up of the business of the contractor or any change in the constitution or composition of the contractor's business.

(5) We, (Bank's Name), further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said contract, from time to time or postpone for any time to time any of the powers exercisable by the Purchaser against the said contractor and to forbear or enforce any of the terms and conditions relating to the said contract or of the modified or varied or amended contract and we shall not be relieved from liabilities by the reasons of any such modification or verifications or amendments or extensions being granted to the said contractor or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said contractor or by any such matter or things whatsoever which under the law relating to securities would but for this provision have effect of so relieving us.

Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to Rs. _____ (Rupees _____). This guarantee shall be valid upto date and unless a claim or demand in writing is made on a bank within 6 months from the date of expiry of the bank guarantee the bank shall be released and discharged from all liabilities there under. We, the Bank Name agree to renew and extend the validity of this Bank Guarantee till the terms and conditions of modified or varied or amended contract have been properly fulfilled by the contractor to the satisfaction of the Purchaser.

In witness whereof the Bank Name, the surety has signed this deed on day and year first hereinabove written.

Date:

Annexure-III**GENERAL RULES AND INSTRUCTIONS FOR THE GUIDANCE OF TENDERS**

1. Tenders are hereby invited on behalf of National Manufacturing Competitiveness Council, Government of India, New Delhi for supply and installation of (a) TLA-8 Card and SLMO-8x2 Card with facility to connect 08 P&T Lines with a minimum of 16 Digital Extensions and (b) Voice Message System for DID and accessories as required for installation and functioning for its **SIEMENS' DIGITAL ISDN (Expandable) EPABX SYSTEM** at the Office of the National Manufacturing Competitiveness Council, Vigyan Bhawan Annexe, Maulana Azad Road, New Delhi-110011.

2. **Estimated cost of job: Rs. 01.10 Lakh**

3. Complete specifications, the schedule of quantities of the various classes of work to be done can be seen and discussed with the Office of Deputy Chief, National Manufacturing Competitiveness Council, Room No. 242, Vigyan Bhawan Annexe, Maulana Azad Road, New Delhi-110011 (Telephone No. 2302-2535) before submission of the tender.

4. The site for the work is available and can be inspected with prior permission from the Deputy Chief, National Manufacturing Competitiveness Council, Room No. 242, Vigyan Bhawan Annexe, Maulana Azad Road, New Delhi-110011.

5. Tender, in sealed cover, with the name of the project written on the envelope will be received by Chief, National Manufacturing Competitiveness Council, Room No. 226, Vigyan Bhawan Annexe, New Delhi-110011. up to 15.00 Hours on 16.10.2006 and will be opened by a Tender Committee in Room No. 242, Vigyan Bhawan Annexe, New Delhi-110011 on the same date at 16.00 Hours in presence of the bidder's authorized representative, who may wish to be present.

4. The time allowed for the carrying out of the work and execution of the contract will be 4(four) days from the 2nd day after the date of award of the contract by written orders.

5. The supplier should quote in figures as well as in words the rate, and amount tendered by them. The amount for each item should be worked out and the requisite totals given.

6. Earnest money, amounting to Rs.5,000/- in the form of Demand Draft drawn in favour of National Manufacturing Competitiveness Council, , New Delhi-110011 must accompany the tender. Tender received without Earnest Money shall be summarily rejected.

7. The Contractor, Whose tender is accepted, will be required to furnish a Bank Guarantee @ 10% of the total cost of the tender from an International or a Nationalized /Scheduled Bank for the satisfactory execution of the award of contract by the contractor.

8. The EMD of the contractor, whose tender is accepted, shall be forfeited in full in case he does not furnish the Bank Guarantee for the initial Security Deposit within the stipulated period or start the work by the stipulated date mentioned in the work order.

9. **The acceptance of tender will rest with the competent authority in NMCC, New Delhi which does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all of the tenders received without the assignment of a reason.**

10. The Council reserves the right to accept the tender in full or in part and the bidder shall have no claim for revision of rates or other conditions if his tender is accepted in parts.

11. Canvassing in connection with the tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

12. **The rates quoted should be inclusive of all taxes. Sales tax or any other tax on material or on finished works like work's contract tax, Turn-over tax etc., in respect of this contract shall be payable by the contractor and the Council will not entertain any claim whatsoever in this respect.**

13. The tender for works shall remain open for acceptance for a period of 90 days from the date of opening of tenders. If any tenderer withdraws his tender before the said period, then the Council shall be at liberty to forfeit Earnest Money paid along with the tender.

14. It will be obligatory on the part of the tenderer to tender and sign the tender document for all the component parts and that, after the work is awarded, he will have to enter into an agreement for each component with the competent authority in the Council.

15. Should the work be not completed to the satisfaction of the Council within the stipulated period, the contractor shall be bound to pay to the Council **liquated charges @ 2.0%** of the contract value per week subject to a **maximum of 10%** of the contract value for non-completion of the work in time.

16. **Termination of Contract:** In case of any material breach of the contract in terms of quality of the work and the overall execution of the contract by the contractor or failing the complete the work in the given time as in the contract, the Council reserves its right to unilaterally terminate the contract by revoking the award after serving a prior notice of seven days to the Contractor and the later's failing to carry the rectifications of the discrepancies pointed out during the said period. The Contractor would be solely liable for any loss or damage incurred by the Council in lieu of the above mentioned breach or non performance of contract by the Contractor.

STANDARD/GENERAL CONDITIONS OF CONTRACT

1. Except where provided for the description of the individual items in the schedule of quantities and in the specifications and conditions laid hereinafter, the work shall be carried out as per standard specifications and under the direction of Council.
2. The work is to be carried out in accordance with Specifications to be approved by the Council and the schedule of quantities which may be given by the Council during the execution of the Work. The contractor shall get all specifications/ materials approved from NMCC before starting the job.
5. The contractor shall ask in writing for all clarifications on matters occurring anywhere in specifications and schedule of quantities or to additional instructions at least two days ahead from the time when it is required for implementation so that the Council may be able to give decision thereon.

SCOPE

6. The work consists of for supply and installation of **(a) TLA-8 Card and SLM0-8x2 Card with facility to connect 08 P&T Lines with a minimum of 16 Digital Extensions and (b) Voice Message System for DID and accessories as required for installation and functioning for its SIEMENS' DIGITAL ISDN (Expandable) EPABX SYSTEM** for NMCC's Office at Vigyan Bhawan Annexe, New Delhi. It includes preparation of drawings/ specifications, furnishing, all materials, labour, tools and equipment and management necessary for and incidental to the completion of the work.
7. All work, during its progress and upon completion, shall conform to the lines, elevations and grades as furnished by the Council. Should any detail essential for efficient completion of the work be omitted from the specifications it shall be the responsibility of the contractor to inform the Council and to furnish and install such details with Council's concurrence, so that upon completion of the proposed work the same will be acceptable and ready for use?
8. Council may in their absolute discretion issue further written instructions, details, directions and explanations, which are, hereafter collectively referred to as "The Council instructions" in regard to:
 - a) The variation or modification of the design quality or quantity of works or the addition or omission or substitution of any work.
 - b) Any discrepancy in the Plan or between the schedule of quantities and/or drawings and/or specification.
 - c) The removal from the site of any defective material brought thereon by the contractor and the substitution of any other material thereof.
 - d) The demolition removal and/or re-execution of any work executed by the contractor.
 - e) The dismissal from the work of any persons employed thereupon.

- f) The opening up for inspection of any work covered up.
- g) The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the maintenance period (retention period). The contractor shall forthwith comply with and duly execute any work comprised in such Council's instructions.
- H) No works, for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of the Council. Rates of items not mentioned in the priced schedule of quantities shall be fixed by the Council in consultation with the competent authority in NMCC.

9. Only products/cables bearing ISI marking shall be used in the work.

10. TENDERER SHALL VISIT THE SITE

Intending tenderer shall visit the site and make himself thoroughly acquainted with the local site condition, nature and requirements of the works, facilities of transport condition, effective labour and materials, access and storage for materials and removal of rubbish. The tenderer shall provide in their tender for cost of carriage, freight and other charges as also for any special difficulties etc., for proper execution of work as specified. The Successful tenderer will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of work or which in the opinion of the Council, might be deemed to have reasonably been inferred to be so existing before commencement of work.

11. All corrections are to be initialed and stamped.

12. In case of any errors/omissions in the quoted rates, the rates given in the tender shall be taken as correct rates.

13. No modifications, over-writings or corrections can be made in the tender papers by the tenderer.

14. The Council reserves the right to reject the lowest or any tender and also to discharge any or all of the tenders for each section or to split up and distribute any item of work to any specialist firm or firms, with out assigning any reason.

15. The tenderer shall note that the tender is strictly on the item rate basis and their attention is drawn to the fact that the rates for each and every item should be correct, workable and self-supporting.

16. If called upon by the Council for analysis of any or all the rates shall be submitted. The Council shall not be bound to recognize the Contractor's analysis.

17. TIME OF COMPLETION, EXTENSION OF TIME & PROGRESS CHART

17.1 Time of completion: The entire work is to be completed in all respects within the stipulated period. The work shall be deemed to commence on 2nd day from the date of work order or date of handing over of site, whichever is earlier. Time is the essence of the contract and shall be strictly observed by the contractor. The work

shall not be considered as complete until the Council has certified in writing that this has been completed and the Defects Liability Period shall commence from the date of such certificate.

17.2 Extension of Time: If in the opinion of the Council the works be delayed (a) by reason of any exceptionally inclement weather, or (b) by reason of instructions from the Council in consequence of proceedings taken or threatened by (c) by reason of authorized extra and additions or (d) from other causes which the Council may consider are beyond the control of the contractor, the Council at the completion of the time allowed for the contract shall make fair and reasonable extension of time for completion in respect therefor.

18. TERMINATION OF CONTRACT

In case of any material breach of the contract by the contractor, the Council reserves its right to unilaterally terminate the contract after serving a prior notice of seven days through Registered /Speed Post. The Contractor would be solely liable for any loss or damage incurred by the Council in lieu of the above mentioned breach or non performance of contract by the Contractor.

19. ASSIGNMENT

The whole of the work included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or underlet the contract or any part, share or interest therein nor, shall take a new partner, without written consent of the Council and no subletting shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the work during their progress.

20. DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC.

The contractor shall be responsible for all injury to the work or workmen to persons, or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his or a sub-contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever.

21. PAYMENT

The bill shall be accompanied by a certificate of completion from the Council. The final bill shall be presented alongwith the Bank Guarantee for Retention Money as specified above which would be 10% of the total bill.

22. DEFECTS AFTER COMPLETION

The contractor shall make good at his own cost and to the satisfaction of the Council all defects or faults which may appear within 12 Months after completion of the work. In default the Council may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Council by en-cashing the Bank Guarantee.

23. The contractors are not entitled for any escalation in the prices of materials, labour etc., on any account during the course of the work. The tendered and accepted rates for all items shall be kept valid throughout the period of contract and completing of the same.

24. All statutory taxes/levies as per prevailing government regulations will be deducted at source from the bill viz. TDS on works contract etc.

25. All the materials brought to the site shall be stored at contractor's risk only and NMCC will not be responsible for any theft, pilferage, damage due to any accident etc., NMCC will not be liable for any claims in this regard until the work are finished and handed over to complete satisfaction of Council.

Certified that I have gone through the above General Instructions, Terms and Conditions indicated in the tender notice, Annex-III and Annex-IV of the Tender and agree to abide by the same.

Dated_____

Signature_____

Place_____

Name of the Contractor_____
(With SEAL)