

Government of India
Ministry of Commerce & Industry
Department of Industrial Policy & Promotion
NATIONAL MANUFACTURING COMPETITIVENESS COUNCIL

Room No. 255, Udyog Bhawan, New Delhi-110011
Dated the 1st February, 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 firms for fabrication /renovation, supply and fitment of furniture & fixtures required for its Conference Hall, Board Room, Pantry and renovation of about 35 Rooms at its New office premises at Vigyan Bhawan Annexe, Maulana Azad Road, New Delhi as per Details given in the Annexure-I.

ESTIMATED COST OF WORK : Rs. 21.00 Lakhs

TENDER REFERENCE NO. : D-11011/2/2005-NMCC

TENDER DATE : 1st February, 2006

CLOSING DATE & TIME : 8th February, 2006 at 1100 Hrs

OENING DATE & TIME : 8th February, 2006 at 1200 Hrs

DURATION OF WORK : WITHIN 15 DAYS OR EARLIER

TENTATIVE START DATE : 3RD 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: RE-FABRICATION / RENOVATION, SUPPLY AND FITMENT OF FURNITURE & FIXTURES, AS PER SCOPE OF SUPPLY AT ANNEXURE-I.

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. 1.5 Crore in the year 2004-05, for the Government of India / Government of India Bodies.

5. The following criteria shall be considered for qualification of the Contractors:

- a) Past experience and Performance on similar work done for the Government of India Departments/ Government Bodies/PSUs, as per details given in Annex.- I 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., EPF Registration, annual report (Balance sheet & P/L A/c.) for the last 3 years.

6. **Earnest money (EMD): Rs.70,000/-** (Rs. Seventy 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). **Offers without EMD will not be considered.**

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

6.3 Public Sector Undertakings and or firms registered with National Small Scale Industries Corporation (NSIC) are exempted from submission of EMD. Exemption of EMD for NSIC registered firms is up to the value for which they are registered with NSIC. The concession / benefit could be availed subject to the submission of valid documentary evidence along with the offer.

7. **Submission of offer:** Offer must be submitted in Sealed Cover alongwith the detailed drawings/ specifications super scribed with above Tender Reference No., Closing Date & Closing Time with 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.

Director,
National Manufacturing Competitiveness Council
Room No. 255, Udyog Bhawan, New Delhi-110011.
Tele: 011-2306-1688, Fax: 011-2306-9919; E-mail: nmcc@nic.in

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) Please quote on your Letterhead and not on this Tender Form.
- f) 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.
- 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 (TACS) will be binding on you.
- i) Bidders not registered with Government of India / PSUs/ Autonomous bodies are required to submit copies of the following documents to

substantiate their credentials in terms of their capabilities / capacities, experience & Financial soundness to carryout above mentioned contract work:

- a. Company details, including resources like equipments & experienced manpower being used for undertaking the jobs.
- b. Order copies and work completion certificates indicating successfully execution of similar nature of work during the last 3 years including the quantum of the work undertaken.
- c. Last three consecutive year's Annual Reports.
- d. Audited & certified Balance Sheet & Profit & Loss Account Reports.

Offers from the above non-registered category of bidders without above details shall not be considered.

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.-II. 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 back 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 furniture/fixtures provided and the quality of work undertaken for a minimum period of 12 months from the date of delivery for which the contractor will have to submit a performance guarantee of an amount equivalent to 10% of the contract value in a prescribed format enclosed at Annexure-III 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/Architects within the stipulated period, the contractor shall be bound to pay to the Council **liquated charges @ 1.0%** 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 – IV & V.

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 contract etc. by the contractor, the Council reserves its right to unilaterally terminate the contract after serving a prior notice of seven days in writing for rectifying the discrepancies, or adhering to the time schedule etc. 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.

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 you 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
Tele: 2306-1939
E-mail: ipp-ro-ssm@nic.in

To

SPECIFICATIONS

1. These specifications are for the work to be done, items to be supplied and quality of materials to be used in the works as defined in the requirements such as Chairs, Tables, Table tops, curtains, window blinds etc., as well as colours shall have to be got approved from NMCC before quoting the rates.
2. The workmanship is to the best available and of a high standard, use must be made of 'specialist' tradesman in all aspects of the work and allowance must be made in the rates for doing so.
3. The materials and items to be provided by the contractor shall be the best of their respective kinds and as approved by the Council or its representative in accordance with the samples/ designs which must be submitted for approval and generally in accordance with the specifications.
4. Samples/Designs of all materials including those specified by name of the manufacturer or the brands, trades name by the reference to catalogue Nos. are to be submitted to the Council for their approval before the contractor either orders / delivers in the bulk to site.
5. Samples together with their packing are to be provided by the contractor free of any charge and should any materials are rejected, the same will be removed from the site at the expense of the contractor.
6. The contractor is also required to submit specimen finishes of all colours, fabrics, polish shades etc. for approval of the Council before proceeding with such works.
7. The contractor shall produce all invoices, vouchers or receipts account of all purchases done by him for materials if called upon to do so by the Council.
8. The Contractor should verify all measurements given in the requirements at the site before commencing the work. Any difference should be clarified with the Council before commencing the work.
9. **The contractor at his own expense, if necessary, shall prepare drawings and submit the same to Council for approval.**
11. Workmanship for Joinery: Timbers is to be cut to the required size and length and the joinery should start immediately after the line out is finalized. It should be framed up (but not bonded) and stored until required for fixing in position. At this stage it should be bonded and wedged up. Any portion that warps or develops shakes or other defects shall be replaced before wedging up. The whole work is to be framed and finished in a proper line or level and as detailed in the drawings and fitted with all necessary metal ties, straps bolts, screws. Twinning bonded joints are to be cross tongued with teak tongues.

12. The contact surfaces of dowels, tenons, wedges etc. shall be glued with proper adhesive. Where ever joinery and carpentry works is likely to come in contact with moisture the adhesive shall be water-proof.

14. Plywood: Plywood shall be of phenol formaldehyde bonded of approved type, make, brand etc. Thickness of plywood shall be as per details given in the drawings/specifications.

15. Particle Board: Particle board shall be of phenol formaldehyde bonded of approved type, make, brand etc. Thickness of particle board shall be specifically mentioned and got approved from the competent authority in NMCC.

16. Timber: Should be Teakwood (to be CP/ Burma or Ballarshah and shall be best quality, seasoned, free from knots, soft heart, worm & bee holes and other defects.

17. All wrought timber is to be sawn, planned or works to correct sizes and shapes as per the drawings approved. An allowance of 2mm shall be permitted for each wrought face.

18. All wooden members shall be liberally coated and treated with anti-termite paint before fixing.

19. Laminate: Laminate sheeting shall be of specified thickness, make and either plain, sued, satin or with design finish and sample showing the surface texture and pattern are to be submitted in proper sizes for approval before use. The laminates shall be fixed with proper adhesive of approved grade and brand.

20. Glass & Glazing: The glass used for glazing shall be plain, complying with IS: 3548 unless otherwise specified. The glass shall be free from any defects such as bubbles, undulations, waves and cracks etc.

21. Hardware: Shall be of approved make and quality, samples of each and every hardware item should be submitted and got approved before using. This hardware shall generally conform to following or as desired by Council.

Butt Hinges: Shall be either brass oxidized or powder coated aluminum with pins and washers heavy duty type.

Mortice Locks: Six Lever.

Tower bolts: Brass oxidized or powder coated aluminum.

22. Painting & Polishing: All materials required for this work shall be of specified and approved manufacturer, delivered to the site in manufacturers containers with seals etc. unbroken and clearly marked with manufacturers name of trademark with a description of the contents and colour. All materials to be stored at the site.

23. All brushes, tools, pots, kettles etc. used in carrying out the work shall be clean and free from foreign matter.

24. Surfaces of the new wood work which are to be painted are to be rubbed down, knotted and topped to the approval of Council.

25. Surfaces of previously painted wood work which are to be repainted shall be cleaned with soap solution of approved solvent to remove dirt, grease etc. Whilst wet the surface shall be flatted down with suitable abrasive and then rinsed down and allowed to dry. Minor area of defective paint shall be removed by scrapping back to a firm edge and the exposed surface touched in with primer as described and topped with putty. Where the wood mark has been previously painted for polished and is to be newly polished, the same shall be prepared with scrapping, burning off or rubbing down. Surfaces of previously painted metal surfaces which are to be repainted shall be cleaned, flatted down and any rust and loose scale shall be removed completely by chipping, scrapping and wire brushing back to bare metal and touched in with primer as directed by Council.

26. Aluminum Sections: Aluminum services shall be factory extruded out of aluminum ingots with smooth finish without any defects like pore, roughness etc. and shall be accurate in size, shape and weight etc. An allowance of 5% may be allowed for the dimensions of Aluminum sections at discretion of the Council.

27. Teakwood beading of 18 x 6 mm size/decorative of various sizes should be melamine polished/painted at places as desired by Architect/Council.

28. Teakwood members should be painted/melamine polished as directed by Council.

29. Each drawer should have two drawer slides of desired length, one 100mm handle and one lock of approved make at places as desired and as directed by Council.

30. Each shutter should have two auto close Hinges, one 100 mm long handle and one lock etc., of approved make at places as desired and as directed by Architect/Council.

31. All exposed edges of 18mm/12mm thick particle board/plywood should be covered with 18x6mm/12x6mm thick Teakwood beading/laminate at places as desired and as directed by Council.

32. Each shutter should have two brass hinges (75mm long), two brass ball catches, 2 brass tower bolts (75mm long), one lock of approved make at places as desired and as directed by Council.

33. **Samples of all materials, fixtures, fittings, etc., should be approved by Council prior to fabrication/supply of all interior furniture items (Fixed/Movable).**

34. Each flush/panel door shutter should have 3 aluminum hinges (150 mm long), one mortise lock of approved make at places as desired and as directed by Council.

METHOD OF MEASUREMENT

- (1) Synthetic Carpet/PVC Flooring (If required): Sq. Mts. Area – finished length x finished width (deductions shall be made for columns cutouts etc. only finished area shall be paid)
- (2) Partitions/Semi-partitions/Wall: Sq. Mts. Area – one side only. Finished cladding length x finished height.
- (3) False Ceiling: Sq. Mts. Area – Finished length x finished width (No deductions for light fittings, AC Grills, cutouts etc.)
- (4) Venetian blinds/Double pleated Curtains : Sq. Mts. Area – (one side only) Finished length x finished height of respective item.
- (5) Painting of Walls: Sq. Mts. Area – Finished length x finished height of wall painted.
- (6) Drapery Rods: Finished length on front facial (In running meters)
- (7) Sun Control Film: Sq. Mts. Area – (one side only) Finished length x Finished height.
- (8) Tables/Chairs: As specified in Annex-I

LIST OF APPROVED BRANDS OF MATERIALS

Unless otherwise specified in the BOQ, the approved brands for following materials shall be as follows:

- Phenol bonded particle board - Novapan/Anchor/Ecoboard
- Synthetic enamel paint - J&N/Asian/Nerolac
- Synthetic Emulsion paint - J&N/Asian/Nerolac
- Laminations - Declom/Green Lam/Royal tuch/Classic Gold
- Plywood Commercially - TRU Wood/Green ply /Century
- Upholstered Cloth/Fabric - Vimal/Orkey/Fabricant
- Handles, Knobs etc. - Italica/Efficient Gadgets
- Locks for Cupboards/ Drawers - Godrej/Golden/Efficient Gadgets
- Venetian Blinds - Vista Levolor/Luxaflex/Aerolux
- Aluminum False Ceiling - Supersil/Luxalon
- Automatic Door Closer - Everite/Efficient Gadgets
- Electrical Switches - Philips/Gloliite/As specified in BOQ
- Chairs - Featherlite/Godrej/Eurotech/Amber or as approved by NMCC
- Adhesive - Fevicol
- Decorative Plywood - Kitply
- Aluminum Extrusions - INDAL
- Locks for doors - Godrej/Armour/Acme
- Glass panel - Modiguard/Triveni
- Floor Springs - Everite

- Sanding Sealer - Asian/App. Make
- Thinner - Asian/App. Make
- Sun Control Film - Garware
- Vertical blinds - Vista Levolor/Luxaflex
- Teak wood - As per Indian standard specifications
- Country wood - As per Indian standard specifications
- Malamine Seater/Matt - Astan/App. Make
- Glass Hinges - Earl Bihari/Efficient Gadgets
- Drapery Rods - Vista Levolor/Mac/App. Make
- Engraved Glass & Mirrors - Glassier
- Veneers - Global/Jacsons/App. Make
- Knock down Furniture Fittings - Efficient Gadgets
- Synthetic carpets - Wonder Weaves
- Woolen Carpets - Trans Asia
- Rubber Foam - Kind Foam/Apex Foam/Shree Foam
- Phenol bonded ply - Kitply/National/Century
- Spot light fixtures - Decon
- Veneer - Kitply/National/App. Make
- Wall Panels, Partition low Ht and Full Ht.: Royal touch/Classic Gold
- Bands, Counter side pillars and Work tables Vertical and Facia. : Royal touch/Classic Gold
- Counter Facia : Royal touch/Classic Gold
- Counter Facia infill Pannel. : Metal Laminate Vittoria
- Table top. : Royal touch/Classic Gold
- Ceiling. : GI channels with ZYP board
- False ceiling: GYP Board/GYP Channels
- Glass for table tops : Toughed Glass/Modi Glass
- Door closing devices: Everite / Hardwyn
- Paint: ICI (Dulux), Goodlass Nerolac, Asian Paints.
- Sun Control Film: Garware
- Particle board: Eco board / Kit lam
- Drawers Slides & Hinges: Earl Behari / Efficient gadgets.
- Wire cables: Finolex.
- Switches: Modular–Anchor/Roma/M.K.
- Switch gear: M.D.S / Havels.

Note: All Materials/ Brands to be used in fabrication/ renovation and preparation of furniture/fixtures, other than specified above, shall be got approved from the competent authority in NMCC separately.

ESTIMATE FOR FABRICATION INTERIOR DESIGN AND EXECUTION OF NMCC's OFFICE , NEW DELHI						
ANNEXURE-A (SCOPE OF WORK)						
SR. NO.	DESCRIPTION	SIZE	QTY.	UNIT	Rate (Rs.)	Amount (Rs.)
A	CONFERENCE (1014 Sq.Ft.-11154 Cft.)					
1	Conference Table	32'-0" x 5'-0" x 2'-6"	1	No.		
2	Conference Chair	STD	50	Nos.		
3	Display Cabinet	9'-0" x 1'-6" x 2'-0"	1	No.		
4	Screen	8'-0" x 4'-0"	1	No.		
B	PANTRY (105 Sq.ft. – 1155 Cft.)					
1	Platform	10'-0" x 2'-3" x 2'-6"	10	Sq.ft		
2	Shutter Below Platform	10'-0" x 2'-6"	25	No.		
3	Cabinet-1	7'-0" x 1'-6" x 7'-0"	2	No.		
4	Cabinet-1	8'-0" x 1'-3" x 2'-6"	1	No.		
C	BOARD ROOM (244 Sq.Ft.-2684 Cft.)					
1	Board Table	12'-0" x 3'-6" x 2'-6"	1	No.		
2	Board Table	STD	12	No.		
3	File Cabinet	7'-0" x 1'-6" x 7'-0"	1	No.		
4	Cabinet	4'-0" x 1'-6" x 2'-6"	1	No.		
D	Signages for Doors, directions etc.					
E	Window Coverage		800	SqFt		
F	Art/Paintings etc. of different dimensions - originals/quality art paintings - as per approvals by NMCC.	As per requirements to be assessed in consultation with NMCC Also in the size of 3'x2' and 1 1/2' x 3'				
G	Artificial Plants/decoratives for Conference Hall, Board Room, Chariman's Chamber, Member-Secretary's Chamber and offices of the Sr. Officers.	As per requirements to be assessed in consultation with NMCC				
H	Looking Mirros mounted on the wooden boards, Teeak polished with towel hanging facilities.	As per requirements to be assessed in consultation with NMCC				
I	File Cabinet Wooden with Glass	7'x4"x1- 1/2'	1	No		
J	Coat Hangers Teak Wood		7	No		
K	Centre Table	3' -3" x 1'-9" x 1-4"	7	No		

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.**

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-IV

GENERAL RULES AND INSTRUCTIONS FOR THE GUIDENCE OF TENDERS

1. Tenders are hereby invited on behalf of National Manufacturing Competitiveness Council, Government of India, New Delhi for Fabrication, Interior decoration and Furnishing of the Conference Hall, Board Room, Pantry and supply of Signages for Rooms, directions, Notice Boards, Paintings, Wall Mirrors mounted on Wooden Boards, Decorations etc. of the National Manufacturing Competitiveness Council, Vigyan Bhawan Annexe, Maulana Azad Road, New Delhi-110011.
2. Estimated cost of job: Rs. 21.00 Lakhs
3. **Plans, Designs, complete specifications, the schedule of quantities of the various classes of work to be done can be seen and discussed with the Office of Director, National Manufacturing Competitiveness Council, Room No. 255, Udyog Bhawan, New Delhi-110011 (Telephone No. 2306-1866) before submission of the tender.**
4. The site for the work is available and can be inspected with prior permission from the office of the Director, NMCC.
5. Tender, in sealed cover, with the name of the project written on the envelope will be received by Director, National Manufacturing Competitiveness Council, Room No. 255, Udyog Bhawan, New Delhi-110011. up to 1100 Hours on 08.02.2006 and will be opened by him in his office on 08.02.2006 at 1200 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 15 days from the third day after the date of award of the contract by written orders.
5. The contractors 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.70,000/- in the form of Bank draft drawn in favour of National Manufacturing Competitiveness Council, , New Delhi-110011 must accompany the tender. Tender 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. All tenders in whom any of the prescribed conditions are not fulfilled (or) incomplete in any respect are liable to be summarily rejected as substantially non-responsive.

11. 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.

12. 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.

13. Special care should be taken to write the rates in figures as well as in words and the amounts in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the words 'Rs.' should be written before the figures of Rupees and words 'P' after the decimal figures. E.g. Rs.2.15 P. and in case of words, the word 'Rupees' should precede and the word 'Paise' should be written at the end, unless the rate is in whole rupees and followed by the words 'only', it should invariably be up to two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.

14. 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.

15. 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.

16. 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.

17. Should the work be not completed to the satisfaction of the Council/Architects within the stipulated period, the contractor shall be bound to pay to the Council **liquated charges @ 1.0%** of the contract value per week subject to a **maximum of 10%** of the contract value for non-completion of the work in time.

18. **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 and in the drawings, the work shall be carried out as per standard specifications and under the direction of Council.
2. DRAWINGS: The work is to be carried out in accordance with drawings to be approved by the Council, Specifications, the schedule of quantities and any further drawings, which may be given by the Council during the execution of the Work. The contractor shall get all drawings/ specifications/ materials approved from NMCC before starting the job.
3. All drawings relating to work given to the contractor together with a copy of schedule of quantities are to be kept at site and the Council shall be given access to such drawings or schedule of quantities whenever necessary.
4. In case any detailed Drawings are necessary, contractor shall prepare such detailed drawings and /or dimensional sketches therefor and have it confirmed by the Council prior to taking up such work.
5. The contractor shall ask in writing for all clarifications on matters occurring anywhere in drawings, specifications and schedule of quantities or to additional instructions at least 7 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 re-fabrication/Interior decoration/renovation and Furnishing of Conference Room, Board Room, Pantry, Signages, Art Paintings, Notice Boards, Mirrors, of NMCC's Office at Vigyan Bhawan Annexe, New Delhi (Annexure-I) in accordance with the "drawings" approved by NMCC and "schedule of quantities". 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 drawings and 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 drawings and/or 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 drawings 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. Regarding all factory made products for which ISI marked products are available, **only products 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 and including police restriction for transport 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. The works will be paid for as "measured work" on the basis of actual work done and not as "lump sum" contract.

18. The Council has power to add to, omit from any work as shown in drawings or described in specifications or included in schedule of quantities and intimate the same in writing but no addition, omission or variation shall be made by the contractor without authorization from the Council.

19. AGREEMENT

The successful contractor shall be required to sign agreement with NMCC as may be drawn up to suit local conditions. Contractor shall pay for all stamps and legal expenses, incidental thereto.

20. SECURITY DEPOSIT

The successful tenderer to whom the contract is awarded will have to furnish Bank Guarantee (Annex-II) as security deposit @ 10% of the value of the accepted tender including the Earnest money. The Guarantee will have to be furnished with in four days from the date of acceptance of the tender failing which the Earnest Money deposit furnished along with the tender shall be forfeited. This initial Security Deposit furnished by the tenderer in the form of "Bank Guarantee" shall remain for the duration of the contract period.

21. PERFORMANCE GUARANTEE:

In addition the contractor shall furnish performance Guarantee in the form of "Bank Guarantee" for an amount equivalent to 10% of the contract value in a prescribed format enclosed at Annex-III as the retention amount for the period covering the guarantee after the end of defects liability period provided he has satisfactorily carried out all the work and attended to all defects in accordance with the conditions of the contract. Non interest is allowed on retention money.

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

22.1 Time of completion: The entire work is to be completed in all respects within the stipulated period. The work shall be deemed to commence within three days 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.

22.2 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.

23. LIQUIDATED DAMAGES

Should the work be not completed to the satisfaction of the Council/Architects within the stipulated period, the contractor shall be bound to pay to the Council **liquated charges @ 1.0%** of the contract value per week subject to a **maximum of 10%** of the contract value for non-completion of the work in time.

24. 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.

25. REMOVAL OF IMPROPER WORK

The Council shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Council are not in accordance with specification or instructions, the substitution or proper re execution of any work executed with materials or workmanship's not in accordance with the drawings and specifications approved or instructions. In case the contractor refuses to comply with the order, the Council shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by the Council shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor. No certificate which may be given by the Architects shall relieve the contractor from his liability in respect of unsound work or bad materials.

26. CONTRACTOR'S EMPLOYEES

The contractor shall employ technically qualified and competent supervisors for the work who shall be available (by turn) throughout the working hours to receive and comply with instructions of the Council. The contractor shall engage at least one experienced Engineer as site-in-charge for execution of the work.

27. DISMISSAL OF WORKMEN

The contractor shall on the request of the Council immediately dismiss from work any person employed thereon by him, who may in the opinion of the Council be unsuitable or incompetent or who may misconduct himself. Such discharges shall not be the basis of any claim for compensation or damages against the Council or any of their officer or employee.

28. 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.

29. 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.

30. FINAL PAYMENT

The final 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.

The price of all such additional items/non-tendered items will be worked out on the basis of rates quoted for similar items in the contract wherever existing and other components as required.

31. SUBSTITUTION

Should the contractor desire to substitute any materials and workmanship, he/they must obtain the approval of the Council in writing for any such substitution well in advance.

32. PREPARATION OF BUILDING WORKS FOR OCCUPATION AND USE ON COMPLETION

The whole of the work will be thoroughly inspected by the contractor and deficiencies and defects put right. On completion of such inspection the

contractor shall inform the Council that he has completed the work and it is ready for inspection. On completion, the contractor shall clean all windows and doors including the cleaning and oiling, if necessary, of all hardware, inside and outside, floors and every part of the area renovated. He will leave the entire area neat and clean and ready for immediate occupation and to the satisfaction of the Council.

33. CLEARING SITE ON COMPLETION

On completion of the works the contractor shall clear away and remove from the site all surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workmanlike condition to the satisfaction of the Council.

34. DEFECTS AFTER COMPLETION

The contractor shall make good at his own cost and to the satisfaction of the Council all defects, shrinkage, settlements or other 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.

35. The tenderers are not allowed to change either the specifications or unit of schedule at the time of quoting. Incomplete tenderers, conditional tenders etc., will be rejected.

36. The contractor is allowed to work during late evening hours and Sunday / holidays after taking specific written permission of the authorities without extra cost to owner.

37. The Contractor is expected that the minimum amount of cutting/drilling shall be done to fix the screws to the walls, ceiling and floors etc. Any cutting or damages to the floors, walls and ceiling shall be made good by the contractor as directed by the Architect/Council at the contractor cost.

38. 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.

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

40. All the materials brought to the site shall be stored at contractor's risk only and owner 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.

41. The rates for all extra items not covered in the original shall be worked out on cost of materials + labour + 15% margin for the contractor's basis only. All additional items of work that become necessary during the course of execution will have to be got approved by the Council before execution.

42. After completion of the work, the contractors shall promptly remove his materials and other equipment's and clears the site of the debris and rubbish.

43. Rate for door will include provision of hardware like hinges, locks, handles, tower bolts, door stoppers etc., of approved design and make.

44. Rates for hardware to include supplying and fixing of necessary matching screws (Brass or power coated)

45. The rates for provisions of furniture shall include for placing the required furniture in position and protecting from damage until handed over to Council.

46. The rates for all painting and polishing works shall include all preparation of surfaces, sand papering or rubbing down before each coat, all brushes and cleaning materials.

47. After completion of the work the site shall be cleared from all waste, rubble left over materials etc. and thoroughly cleaned ensuring that all laminates, floorings, walls, furniture surfaces and tops etc. are spotless clean.

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

Dated_____

Signature_____

Place_____

Name of the Contractor_____
(With SEAL)

DECLARATION

1. I / We have read the instructions, General/Standard conditions to the Tender and I/ We understand that if any false information is detected at a later date, any future contract made between ourselves and National Manufacturing Competitiveness Council, Government of India, on the basis of the information given by me / us can be treated as invalid by the NMCC/ Govt. of India and I/We will be solely responsible for the consequences.
2. I / We agree that the decision of National Manufacturing Competitiveness Council in selection of contractors will be final and binding on me/us.
3. All the information furnished by me is correct to the best of my knowledge and belief.
4. I/We agree that I/ We have no objection if enquiries / inspections are made and overall evaluation done about the work listed by me /us in the accompanying sheets.
5. I/We agree that I/We have not applied in the name of sister concern for the subject empanelment process.

Place : _____

Signatures_____

Date : _____

Name & Designation_____

Seal of Company/Firm_____