

(Annexure A-II)
(Part-II of the Technical Bid)

National Council for Promotion of Urdu Language

Name of proposed Work.: Annual Maintenance Contract of Low Tension Panels, Capacitor Panels and Main Distribution Boards installed in premises of NCPUL building at Jasola

Terms & Conditions:-

1. The period of Annual Maintenance Contract will be one year from the date of commencement of the contract.
2. Agency/contractor will provide a qualified Engineer/Mechanic for attending complaints. Routine inspection/servicing of the systems will be carried out Half Yearly and a report to this effect will be rendered..
3. Agency will provide qualified engineer in NCPUL offices at Jasola to attend any number of complaint calls if required immediately. The engineer so deployed shall exclusively be employee of agency and not at any time deemed to be the employee of NCPUL. The agency will be solely responsible for any claim, damages etc that become payable due to the Engineer deployed by the agency.
4. In case the defective component is to be taken away for repair for more than 48 hours, the agency will provide substitute component for making the system functional.
5. Payment of AMC charges will be made on two equal installment payable on Half Yearly basis on completion of time and the same is acceptable.
6. From commencement to completion of the Works, the contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage and to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the Works or any part thereof and Council's T&P from any cause whatsoever (save and except the Excepted Risks) and shall at his own cost repair and make good the same so that at completion, the works and Council T&P shall be in good order and condition and in conformity in every respect with the requirements of the contract and instructions of the Council's officer.
7. The Agency shall at all times indemnify the NCPUL against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers Liability Act, 1938, Workmen's compensation Act, 1923, Industrial Disputes Act, 1947 and the Maternity Benefit Act, 1961, or any modifications thereof or as a consequence or any accident or injury to any workman or other persons in or about the Works, whether in the employment of contractor or not, save and except where such accident or injury has resulted from any act of NCPUL, his agents or servants, and also against all costs, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may, with the consent of the agency, be paid to compromise or compound and claim, without limiting his obligations and liabilities as above provided, the agency shall insure against all claims, damages or compensation payable under the Workman's compensation Act, 1923 or any modification thereof or any other law relating thereto.
8. The agency will be responsible to provide insurance cover to man, machines materials involved for execution of work.
9. The agency will not sublet/transfer whole or any part of the assigned contract work to other unless prior NCPUL's written permission is obtained.
10. NCPUL will have the right to forfeit the security deposit in whole or part in case of any breach of terms and conditions of this contract on the part of the agency.
11. NCPUL will have right to terminate the contract after due notice and forfeit the Security Deposit and recover the loss sustained in getting the balance work done through other agencies in the event of agency's continued poor progress.

I/We _____ M/s _____ (agency name) have read the above terms & conditions carefully and these are accepted.

Signature of the authorized person

With official seal and Telephone Number.