



# NEW TOWN KOLKATA DEVELOPMENT AUTHORITY

(A Statutory Authority Under Government of West Bengal)

3, Major Arterial Road, New Town, Kolkata - 700 156

Memo No: 2146/NKDA/Admn-274/2012

Date: 19.06.2013

**Notice Inviting Quotation**  
**EOI No. 02/NKDA/ADMN OF 2013-14**

Sealed quotations are invited from registered firm/companies having experience in undertaking Annual Maintenance Contract for Computers / Printers / Servers / Scanners / UPSs , / Local Area Network ( Including Router , Switch , Modem, Firewall etc. ) and other related peripherals installed in both the office buildings of New Town Kolkata Development Authority located at 03 , and 01 MAR , New Town , Kolkata – 700 156.

Description of work	Last date of submission of Quotation	Date of opening
<b>Annual Maintenance Contract for Computers / Printers / Servers/ Scanners / UPSs / Local Area Network ( Including Router , Switch , Modem etc. ) and other related peripherals installed in both the office buildings of New Town Kolkata Development Authority located at 03 , and 01 MAR , New Town , Kolkata – 700 156</b>	<b>05.07.2013 upto 02:00 PM</b>	<b>05.07.2013 at 03:00 PM</b>

**ELIGIBILITY CRITERIA:-**

- The Bidder must have been in the business of computer hardware / software / system management etc. at least for the last 10 years.
- Turnover of bidder in last 3 years should be minimum 35 Laks or above in aggregate and 15 Laks or above in last financial year.
- The bidder should have the registered office in Kolkata having minimum no of employee 25.
- The bidder should have done similar work regarding AMC at least for last 10 years.
- The engineers should be well qualified and having at least 3 years of working experience in this similar kind of work. A list of engineers showing experience in Desktop, Server, Laptop, Networking, Sonic Firewall, Printer, Plotter to be attached in a separate sheet.
- Bidder should possess valid statutory documents like, Trade Licence, Service Tax registration, bidder registration, PAN and Sales Tax Registration Certificate, etc. Original certificates as aforesaid are to be produced for verification, without which no quotation forms will be issued to the applicant.
- Consortium or joint venture is not allowed.
- The bidder should have tender specific power of attorney from the competent authority to quote.
- The quotation inviting authority reserves the right to reject any or all the offers received in response to this N.I.Q. without assigning any reason whatsoever.
- For details of this tender and necessary terms and conditions pertaining to the tender, the intending tenderers are requested to contact the office of the undersigned within the specified dates at the address noted above on any working day within office hours.

**General Terms and Condition:**

**1. The general scope of the work includes:**

- (i) The contract would be comprehensive i.e. including replacement of parts of Original Equipments Manufacturers (OEM) except replacement of exhausted battery of UPS, Printer cartridges, Printer/Plotter head. Equipments under warranty and future procurements shall fall under Vendor Management. The Bidder have to give a separate list for item wise rate per quarter for new equipments under warranty.

- (ii) Preventive/ Corrective Maintenance shall be carried out during the last month of each quarter for PCs, Servers, Printers, peripherals and system software.
    - (a) Inspection for hardware and software issues and defects shall have to be rectified or resolved satisfactorily.
    - (b) Checking of UPS for any problem in switching and battery conditions.
    - (c) Checking of Power supply source for proper grounding.
    - (d) Cleaning of all **Servers** using vacuum air, brush and soft muslin clothes.
  - (iii) To provide and maintain the required drivers for additional peripherals and hardware for maintaining the equipments.
  - (iv) Repair to be carried out at the location of the equipments installed.
  - (v) Stand by arrangement to be made in case the equipment(s) is/are to be taken to workshop for repairs.
  - (vi) Support for users and troubleshooting of commercial software packages and removal of virus and re-installation of software, if corrupted.
  - (vii) Coordination with OEMs for troubleshooting of the computer and other peripherals under warranty.
  - (viii) Any other maintenance work to be undertaken related to the above mentioned items.
2. Interested firms are hereby requested to furnish their proposals / rates through two bid systems i.e. Technical Bid (Annexure –A) and Financial Bid (Annexure –B).
3. The list of computers, printers, servers, UPSs, Scanners, Router, Switch etc. is attached as Annexure –C. However new equipment(s) likely to be purchased from time to time , after expiry of warranty / guarantee period , will also have to be serviced/ maintained at the same terms and conditions , and the AMC has also to be done at the same terms and conditions for those new equipment(s) . New Town Kolkata Development Authority reserves the right to add/remove any item from AMC during the contract period.
4. The Technical and financial terms and conditions of AMC shall be as follows:
- (i) The firm/company should have a previous experience for at least 02(Two) years in maintenance of such equipments with Government Departments / Public Sector Undertaking in Kolkata. Necessary papers must accompany the technical bid. The company should furnish its Downtime Statement of previous maintenance work in any organisation in and around Kolkata.
  - (ii) The firm/company must have expertise in on-site maintenance and repair of servers, computers, Laser / Inkjet Printers, network components, scanners, other peripherals and other hardware parts and accessories. The firm/company is responsible for supplying replacement against damaged parts for all the items within the stipulated time and for that time the firm/company has to supply backup system without any cost.
  - (iii) The firm/company also must have expertise and experience in LAN troubleshooting and Firewall Configuration. The bidder should have executed satisfactorily Annual Maintenances of 50 or more computers connected in LAN under Window environment for two years. A Performance Certificate to this effect from at least one Govt. Organisation shall be furnished.
  - (iv) The firm/company applying for this tender should produce certificates for the previous 02(two) financial years from the concerned authorities about the payment of service tax , income tax , works contract tax and any other tax applicable .
  - (v) The replacement of any part of the computer / peripherals, whenever required, must be carried out by the vendor with the genuine part of same specifications and warranty.
  - (vi) The firm/company shall maintain the equipments as per manufacturer's guidelines and shall use standard OEM components for replacement. Until and unless written order is conveyed, the original specification / characteristics /features shall not be changed.
  - (vii) The firm/company should produce the self attested photocopies of documents related to allocation of Registration Number, PAN Number, Service Tax number, P.T clearance certificate, valid document in support of enlistment, S.T clearance certificate.

- (viii) For any item /services not quoted, the highest quoted rate from other bidders will be loaded to the item by default. However, in case of successful bidding, the bidder shall execute the service at the lowest quoted rate.
5. The other terms and conditions for awarding the AMC shall be as under:
- (i) The rates quoted will remain in force for the full period of contract. No demand for revision of rate on any account shall be entertained during the contract period.
  - (ii) The quoted price should include the charges for all maintenance and support for the same including one year free of cost. No other charges in any other form will be borne by New Town Kolkata Development Authority for the work except in special circumstances to be mutually agreed upon subject to maximum 3% of the accepted amount.
  - (iii) The firm/company will prepare log books for each of the machines to be taken under the AMC and Preventive maintenance with virus scanning and virus removal to be carried out. Each quarter all log books have to be attached with the bill.
  - (iv) The firm/company will be responsible for taking backup of data programmes and application available on the computer whenever necessary before attending the fault and will also be responsible for restoring the data, programmes and applications after removing the fault to the satisfaction of the user. The vendor must also ensure restoring of all backups to the user under its acknowledgement.
  - (v) The successful bidder shall provide necessary support for maintaining virus free computer environment in the New Town Kolkata Development Authority and help in upgrading the Software's / Virus Detection mechanism.
  - (vi) Immediately on award of the contract, the contractor would give a report taking over all equipment(s) (giving their configuration in working condition also). It shall be the responsibility of the company to make all the computers and peripherals work satisfactorily throughout the contract period and also to hand over the systems in working conditions on the expiry of the contract.
6. The interested firm/company may submit 2(two) sealed separate envelopes respectively envelopes for "Technical Bid " and "Financial Bid" in a big outer sealed cover superscribed " Quotation for AMC of Computers and other Peripherals" .
7. Quotation received after due date/ without separate sealed cover/ without rate quoted both in figure and words in specified proforma will not be accepted.
8. The contractor shall be responsible for any loss or damage caused to any of the machines owing to negligence on their part. The contract will be on comprehensive basis inclusive of repairing and replacement of spare parts without extra payment.
9. The accepting authority reserves the right to reject any or all the bids without assigning any reasons and will not be bound to accept either the lowest bid or any of the bids.
10. The selected agency will have to submit EMD for Rs. 25,000.00 (Twenty five Thousand)- in the shape of Demand draft with any Nationalized / Scheduled Bank in favour of "New Town Kolkata Development Authority" payable at "Kolkata". For the successful bidder EMD shall be retained with New Town Kolkata Development Authority till the security period is over. For unsuccessful bidder EMD will be refunded after completion of the all process.
12. The Security period is upto 03(three) months from the date of completion of the contractual period.
13. The Contractual Period is for 01(one) year from the date of awarding the contract.
14. Security deposit are forfeitable in full or part as may be decided by the Authority in case damage/ losses sustained by the Authority due to negligence on the part of Agency if the repairing are not properly done and or the spares are not properly replaced as per cl-8 of this Tender Document.
15. Payment shall be made in four equal instalments on the completion of each quarter based on performance. Income Tax and other Taxes as applicable will be deducted from quarterly bill as per prevailing rates.

Sd/-  
**Chief Executive Officer**  
**New Town Kolkata Development Authority**

Memo No: 2146(4) /NKDA/Admn-274/2012

Date: 19.06.2013

Copy forwarded for information to:

1. The Finance Officer, New Town Kolkata Development Authority.
2. P.A to the Chairman, New Town Kolkata Development Authority.
3. Office Notice Board.
4. NKDA official website( [www.nkdamar.org](http://www.nkdamar.org))

**Sd/-**  
**Administrative Officer**  
**New Town Kolkata Development Authority**

## Technical Bid

1	Name of the Firm/Company			
2	Registered office Address			
3	Corporate Profile :			
4	Office for correspondence: Contact person's name Designation Address  Fixed Phone No. & Mobile No. Fax No. E-mail id			
5	Whether company is registered under Municipal Act and/or West Bengal Govt. Shops and Establishment (Give Regn. No.)			
6	Trade License:			
	Income tax no. (GIR/PAN):  Service Tax Regn. no.:			
7	VAT & CST Regn. No. and Date			
8	Financial (for last 3 years):	2011-12	2010-11	2009-10
	Turnover (Rs in Lakhs)			
	Profit after Tax (Rs in Lakhs)			
9	Employee strength at Kolkata: 1) Field Service Engineers 2) Back office support Engineers (Should specify whether bidders own employees or of franchisees)			
11	Details of EMD of Rs 25,000/-	Demand Draft No: Name of Issuing Bank: Date issued:		

Date

Place:

Signature :

Name :

Designation:

Company :

Seal of the Company:

**Documentary Evidences:** Photocopy of Trade Licence, latest Income Tax Return, IT PAN, Audited Profit & Loss Statements, Company Registration, VAT/CST Registration Certificate & List of Support Engineers.

**Financial Bid**

To

The Chief Executive Officer  
New Town Kolkata Development Authority

Sub: Financial proposal for Annual Maintenance Contact of Server, Computer and its related accessories of New Town Kolkata Development Authority (NKDA).

Sir,

We hereby propose that a total cost of Rs. < Rupees in Figure and whole number > (Rupees in words ) only inclusive of all costs, taxes and levies for Annual Maintenance Contact of Server, Computer and its related accessories of New Town Kolkata Development Authority (NKDA). This amount is valid for the whole period of the contract for the work.

Yours Faithfully

-----  
Signature

Name:  
Designation:  
Office Address:

**Computers, Printers, Scanners, UPSs are o be Considered for AMC For Full Year**

S.No.	Items	Number of Units	Unit Price	Total Price
<b>Desktop Computers</b>				
1.	HP and IBM Lenovo Make	48		
<b>SL No</b>	<b>Configuration</b>			
1)	HP Core i5, 3.10GHz, 4GB RAM, 500GB HDD			
2)	HP Core i5, 3.10GHz, 4GB RAM, 500GB HDD			
3)	HP Core i5, 3.10GHz, 4GB RAM, 500GB HDD			
4)	Lenovo Core 2 Duo, 2.66GHz 2GB RAM, 160 GB HDD			
5)	HP Core 2 Duo, 2.93GHz 2GB RAM, 300 GB HDD			
6)	HP Core i3-2120, 3.30GHz, 2GB RAM, 500 GB HDD			
7)	Lenovo Core 2 Duo, 2.33GHz 2GB RAM, 160 x 2 GB HDD			
8)	Lenovo Core i3-2120, 3.3GHz, 2GB RAM, 500 GB HDD			
9)	Lenovo Core 2 Duo, 2.93GHz, 2GB RAM,300 GB HDD			
10)	HP Core 2 Duo, 2.94GHz, 2GB RAM,250 GB HDD			
11)	Lenovo Core 2 Duo, 2.67GHz, 2GB RAM,160 GB HDD			
12)	HP Core i5-2400, 3.10GHz, 4GB RAM, 500 GB HDD			
13)	Lenovo Core 2 Duo, 2.93GHz, 2GB RAM,300 GB HDD			
14)	Lenovo Core 2 Duo, 2.67GHz, 2GB RAM,160 GB HDD			
15)	HP Core i5, 3.10GHz, 4GB RAM, 500 GB HDD			
16)	Lenovo Core 2 Duo, 2.93GHz, 2GB RAM,300 GB HDD			
17)	HP Intel i3-2120, 3.30GHz, 4GB RAM, 500 GB HDD			
18)	HP Core i3- 2120, 3.30GHz, 3GB RAM, 500 GB HDD			
19)	Lenovo Core 2 Duo, 2.66GHz, 2GB RAM, 160 GB HDD			
20)	Lenovo Core 2 Duo, 2.33GHz, 4GB RAM, 160 x 2 GB HDD			
21)	HP Core i3-2120, 3.30GHz, 2GB RAM, 500GB HDD			
22)	Lenovo Core 2 Duo, 2.94GHz, 2GB RAM,500 GB HDD			
23)	HP Core i3-2120, 3.30GHz, 4GB RAM, 500GB HDD			
24)	HP Core 2 Duo, 2.99GHz, 2GB RAM,300 GB HDD			
25)	HP Core i3, 3.30GHz, 4GB RAM, 500GB HDD			
26)	HP Core i3, 3.20GHz, 2GB RAM, 500GB HDD			
27)	HP Core 2 Duo, 2.93GHz, 2GB RAM,300 GB HDD			
28)	Lenovo Core 2 Duo, 2.93GHz, 2GB RAM,300 GB HDD			
29)	Lenovo Core 2 Duo, 2.93GHz, 2GB RAM,300 GB HDD			
30)	Lenovo Core 2 Duo, 2.93GHz, 2GB RAM,300 GB HDD			
31)	Lenovo Core 2 Duo, 2.93GHz, 2GB RAM,160 x 2 GB HDD			
32)	Lenovo Core 2 Duo, 2.93GHz, 2GB RAM,160 x 2 GB HDD			
33)	Lenovo Core 2 Duo, 2.33GHz, 1GB RAM,150 GB HDD			
34)	Lenovo Core 2 Duo, 2.33GHz, 2GB RAM,160 x 2GB HDD			
35)	Lenovo Core 2 Duo, 2.99GHz, 3 GB RAM,160 x 2GB HDD			
36)	Lenovo Core 2 Duo, 2.33GHz, 2GB RAM,160 GB HDD			
37)	Lenovo Core 2 Duo, 2.90GHz, 2GB RAM,300 GB HDD			
38)	Lenovo Core 2 Duo, 2.66GHz, 1GB RAM,160 GB HDD			
39)	Lenovo Core 2 Duo, 2.53 GHz, 3.24GB RAM,300GB HDD			
40)	HP Core i3, 3.20GHz, 2GB RAM,500 GB HDD			
41)	Lenovo Core 2 Duo, 2.66GHz, 2GB RAM,160 GB HDD			
42)	HP Core i3, 3.2 GHz, 2GB RAM, 500GB HDD			
43)	Lenovo Core 2 Duo, 2.66GHz, 2GB RAM,160 GB HDD			
44)	HP Core 2 Duo, 2.93GHz, 2GB RAM,250 GB HDD			
45)	HP Core i3, 3.2GHz, 2GB RAM, 500GB HDD			
46)	HP Core 2 Duo, 2.66GHz, 2GB RAM,160 GB HDD			
47)	HP Core i3, 3.30GHZ, 2GB RAM, 500 GB HDD			
48)	HP Core i3, 3.30GHz, 2 GB RAM, 500 HDD			
<b>2.Laptop HP ProBook</b>		02		
HP Core i3, 3.20GHz, 8GB RAM, 300 HDD Laptop				
HP Core i3, 3.20GHz, 8GB RAM, 300 HDD Laptop				

<b>Server ( IBM Make )</b>								
3.	Web Server ( Configuration Below ) System x3650					1		
	1x Quad-Core Intel Xeon Processor E5300 series	2.00 GHz	16 GB	146 x 3 GB (RAID 5)	Yes	Dual Port Gigabit Ethernet port for Network Management	10/100 Ethernet port for Network Management, 4 USB port	
4.	Content Server ( Configuration Below ) System x3650					1		
	1x Quad-Core Intel Xeon Processor E5300 series	2.00 GHz	16 GB	300 x 4 GB (RAID 5)	Yes	Dual Port Gigabit Ethernet port for Network Management	10/100 Ethernet port for Network Management, 4 USB port	
5.	Data Server ( Configuration Below ) System x3650					1		
	1x Quad-Core Intel Xeon Processor E5300 series	2.00 GHz	16 GB	300 x 4 GB (RAID 5)	Yes	Dual Port Gigabit Ethernet port for Network Management	10/100 Ethernet port for Network Management, 4 USB port	
6. Server ( 1 & 2 ) ( Configuration Below )								
1 x Quad Core Intel Xeon Processor 3.4 GHz , 1 GB RAM , 146 x 2 GB ( for server 1 Model No xSeries 346 ) and 146 x 3 GB ( for server 2 Model No xSeries 336 )								
7. Stand Server IBM X3100 M4								
3.1 GHz Xenon , 4 GB RAM, 500 GB HDD								
<b>Printer</b>								
8.	Deskjet Color A4 Size					7		
9.	Officejet Color A3 Size					1		
10.	Laserjet Mono					19		
11.	All in One ( Printer +Scanner+ Copier )					3		
12.	Dot-Matrix Printer					2		
Details of Printer as follows:								
<b>SL No</b>	<b>Model No</b>							
1)	HP Officejet Pro 8100							
2)	HP Officejet 6000							
3)	HP Officejet 6000							
4)	HP Deskjet F2235 ( all in one )							
5)	HP Deskjet D2568							
6)	HP Laserjet P-1106							
7)	HP Laserjet P-1007							
8)	HP Deskjet D2568							
9)	HP Deskjet F2235 (All in one)							
10)	HP Deskjet D2568							
11)	HP Deskjet F2235 (All in one)							
12)	HP Laserjet P-1106							
13)	EPSON IQ 1150 II							
14)	HP Laserjet P-1007							
15)	HP Deskjet D2668							



16)	HP Laserjet P-1106			
17)	HP Laserjet P- 1108			
18)	HP Laserjet P-1108			
19)	HP Laserjet P-1106			
20)	HP Deskjet 3550			
21)	HP Laserjet M-4345 MFP ( 2 Nos.)			
22)	HP Laserjet P-1007			
23)	HP Laserjet P-1108			
24)	HP Officejet 6000			
25)	HP Laserjet P-1007			
26)	HP Laserjet P1007			
27)	HP Deskjet D2668			
28)	HP Laserjet P-1106			
29)	HP Deskjet D1560			
30)	HP Laserjet P-1106			
31)	HP Officejet 7000			
<b>Scanner</b>				
13.	HP Scanjet 2400	1		
<b>Plotter</b>				
14.	HP Designjet Z 6100 PS	1		
15.	HP Designjet 500 PS	1		
<b>UPSs (APC Microtech)</b>				
16.	500 VA	7		
17.	550VA	3		
18.	600VA	4		
19.	650VA	10		
20.	700VA	13		
21.	1KVA	1		
22.	6 KVA	2		
<b>Router</b>				
23.	CISCO	1		
<b>Switch</b>				
24.	D-Link -24 Port	2		
25.	CISCO -24 Port	1		
26.	HP Procurve- 8 Port	1		
27.	8 Port Multi Platform KVM Switch	1		
28.	Firewall: SonicWALL NSA 240	1		

### FORMS FOR RESPONSE & CHECKLIST

Forms for submitting Bids	Explanatory note	√	Separate Sealed Covers
EMD of Rs 25,000/-	Earnest Money Deposit (DD/Pay Order)		
<b><u>Techno-Commercial Bid</u></b>	Technical/Commercial Bid for the Services should be submitted in the relevant Forms.		
Cover letter	Forwarding letter committing bidder to the contents of the bid response.		
A-1: Bidder's particulars	Include all supporting documents listed in the footnote.		
A-2: Clientele Experiences	Include required supporting documents.		
A-3: Compliance Declaration for Stated Services & Terms and conditions			
A-4: Declaration by Bidder			
A-5: Profile of Engineers	Include CV of list of engineers showing experience in Desktop, Server, Laptop, Networking, Sonic Firewall, Printer, Plotter to be attached in a separate sheet.		
A-6: Support Escalation Matrix	Detail of Support Engineers/ Managers		
<b><u>Financial Bid</u></b> B: Schedule of rates	Financial Bid for the Services should be submitted only in the relevant form. Offers not submitted in the prescribed format given in Annexure -B shall be summarily rejected.		

**CLIENTELE/ EXPERIENCE**

Sr. No	Client's Name & Address, Contact person, Designation, Telephone no. & Mobile No.	Period of contract	PCs, Servers, Printers etc under Direct maintenance	Details of the Services provided to the client	Approx. Contract Value ( in Lakhs)
			Under vendor management		
1					
2					
3					
4					

Note: Please use additional sheets and attach copies of the work orders for minimum two clients of the above contracts along with copy of proof of satisfactory execution of the contracts with respect to AMC services and Resident Engineers.

Date :

Place:

Signature :

Name :

Designation:

Company :

Seal of the Company:

**CONTRACT AGREEMENT**

(To be executed on a Non-Judicial stamp paper of Rs. Five Hundred only )

Agreement made this .....day.....(month) of Two

Thousand and Thirteen Between.....(hereinafter called " the Agency ") of the one part and the New Town Kolkata Development Authority at 03, Major Arterial Road , New Town , Kolkata – 700156 on the other part .

**WHEREAS** the agency has quoted for providing " Total solution for Comprehensive Annual Maintenance Contract of Computers and Peripherals to the NKDA ( hereinafter called " The Tender accepting Authority ") as per the terms and conditions mentioned in the NIQ No. .... dated .....

Whereas such offer has been accepted and the agency has deposited with the Tendering Authority the sum of

Rs. ....(Rupees .....only ) as security and

Rs. .... (Rupees ..... only) as Performance Guarantee for the fulfilment of this Agreement.

Now it is hereby agreed between the parties hereto as follows:

In accordance with the terms of proposal submitted by the agency and the lowest rate offered by them

@ Rs. .... Resulting to a total sum of contract value of Rs. ....

( Rupees.....) only the T.A.A has accepted the contract on the terms and conditions

set out in the tender notice no. ....dated .....as well

in the letter of acceptance cum work order no. ....dated ....., and executed an

agreement in WBF 2911(ii) which shall hold good during period of this agreement.

Upon breach of the contract by the agency of any of the conditions of the agreement , rendering failure to carry out failure , bad workmanship , the Tender accepting Authority may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the NKDA to claim damages for antecedent breaches thereof on the part of the agency and also to reasonable compensation for the loss occasioned by the failure of the contractor to fulfil the agreement as certified in writing by the Tender accepting Authority which certificate shall be conclusive evidence of the amount of such compensation payable by the contractor to the NKDA .

Upon the determination of this agreement whether by efflux ion of time or otherwise

the said deposit shall be forfeited in full or for such an amounts as may be determined by the NKDA.

Upon sustaining any losses/ damages to any of the machines by the Authority outing to negligence on the part of the Agency (tantamounting to bad workmanship performance). The said Performance Guarantee shall be liquidated by the Authority in full or for such amount as may be decided by the NKDA.

This agreement shall remain in force until the expiry of 12 months from the date of entering into the contract but the Tender accepting Authority may terminate the contract at any time upon giving one months notice in writing without compensating the contractor.

The Tender accepting Authority may give notices in connection with the contract.

In consideration of the payments to be made by the Tender Accepting Authority to the successful Bidder as hereinafter mentioned the Agency hereby covenants with the Tendering Authority to provide the Services and to remedy defects therein conformity in all respects with the provisions of the Contract.

The Tender accepting Authority hereby covenants to pay the Agency in consideration of the provision of the Services and the remedying of defects therein , the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract .

If subject to circumstances beyond control ( Force Majeure ) the agency fails to deliver the services in accordance with the conditions mentioned in the tender , the Tender accepting Authority shall be entitled to render services from else other organisation after giving due notice to the agency on the amount and at the risk of the agency cancelling the contract in respect of the consignment not yet due for delivery , or to cancel the contract and extra cost if any involved for doing the work by outside agency would be adjusted from the dues to the Agency or from the amount of Security Deposit lying with the NKDA .

In the event of action to be taken, the agency shall be liable for any losses, which the Tender accepting Authority, may sustain on that account. The recovery by way of penalty shall be made by deducting the amount from the bills be made good by a credit note within the stipulated period for the purpose.

The parties are hereto required to enter into the contract Agreement being these presents to record the terms and conditions and covenants of the contract.

NOW THIS AGREEMENT WITNESSETH

1. (i) In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the scope of work of the Tender Document and conditions of Contract hereinafter referred to
- (ii) The work order No. ....dated shall also be deemed to form and be read as an integrated part of the agreement.
2. The above documents shall be taken as complementary and mutually explanatory of one another, but in this event of ambiguity or discrepancies, shall follow relevant clause(s) of the special conditions and terms and conditions of the Tender Document and the conditions imposed in the work-order.
3. NKDA covenants to pay back the money withhold as Security Deposit and PG after successful completion of the Contract after expiry of 3(three) months from the date of completion of the work.
4. Be as it may, the contractual value shall not exceed more than 3% of the amount accepted and in such occasion the contract may be closed forthwith.
5. The Tendered quantity may be increased upto 10% of the quantity provided subject to a maximum of 3% of the estimated value put to Tendereor vis-à-vis the tendered quantity may be abruptly decreased for some reasons beyond the control of the Authority for which the Agency shall have no claim to NKDA nor NKDA shall be bound to make payment towards compensation of losses to the Agency.

In witness whereof the parties hereto have hereinto set their respective hands and seals the day and year first above written.

For Agency

For NKDA

WITNESSES

WITNESSES

1.

1.

2.

2.