



# NEW TOWN KOLKATA DEVELOPMENT AUTHORITY

(A Statutory Authority Under Government of West Bengal)

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

Memo No: 1608 /NKDA/Admn-274/2012

Date: 29.05.2012

## CORRIGENDUM

### Notice Inviting Quotation

**Annual Maintenance Contract for Computers / Printers / Servers / Scanners / UPSs, Fax Machine / Xerox machine / Local Area Network ( Including Router , Switch , Modem etc.) and other related peripherals installed in two office buildings of New Town Kolkata Development Authority office at 03 , and 01 MAR , New Town , Kolkata – 700 156**

This is to notify for all concerned that Para No 4(v), 10,11,14,16, Annexure-C and Contract Agreement are modified and a new Para No. 17,18 has been inserted for payment schedule and Recoveries to be made from payment as follows.

SL No	Para No	Would be
01	4.(v)	The firm/ company applying for this tender would produce certificates for PAN card, Service Tax Registration document, Valid Trade Licence issuing by competent Authority and Income Tax Return for last 02(Two) years.
02	10	The bidding agencies selected agency will have to submit Earnest Money for @2% of the quoted price in the shape of Demand draft with any Nationalized / Scheduled Bank in India payable to and encashable by New Town Kolkata Development Authority. This amount will be refunded to the unsuccessful bidders after completion of tender process and for successful bidder refund will made on NKDA norms.
03	11	The selected agency shall have to furnish Security Deposit for an amount equal to 10% of the accepted value of the contract in the shape of Bank/ Demand Draft on any Nationalized / Scheduled Bank in India in the favour of “New Town Kolkata Development Authority” payable at Kolkata. The amount of Security deposit thus deposited shall be retained will the Authority till the Security Period is over.
04	14	The Security deposit is forfeitable in full or part as may be decided by the Authority in case of damage/ losses caused to the system or under performance by the Agency
05	16	. For any inordinate delay in execution of the work to be entrusted to the Agency/ disproportionate progress of work in relation to the time elapsed the Authority shall take action against the Agency as per clause (2) of WBF 2911(II)
06	17	Subject to deduction of security deposit, as per relevant clauses of the contract document and recovery for the cost of any penalty imposed, by NKDA, if any, payment will be made at the end of each quarter by cheque.
07	18	<b>Recoveries to be made from payment</b>  Following recoveries will be made from the bill of the successful agency after completion of the work:- (a) All taxes and charges, as applicable. (b) Cost of materials and services provided by NKDA which are required to be

	<p>provided by the agency itself.</p> <p>(c) Any cost imposed as punitive provisions of the contract.</p> <p>(d) Penalty for delayed completion of work, if any.</p> <p>(e) Any other recovery, which becomes essential and imperative in the interest of public and the work under the contract.</p>
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Sd/-  
**Administrative Officer**  
**New Town Kolkata Development Authority**

**Memo No:** 1608/5 /NKDA/Admn-274/2012

**Date:** 29.05.2012

Copy forwarded for information to:

1. The Chief Executive Officer, New Town Kolkata Development Authority
2. The Finance Officer, New Town Kolkata Development Authority.
3. Accountant, New Town Kolkata Development Authority.
4. P.A to the Chairman, New Town Kolkata Development Authority.
5. Office Notice Board.

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

**Computers , Printers , Scanners , UPSs , Xerox Machine , Fax Machine To be Considered for AMC For Full Year**

S.No.	Items	Number of Units	Unit Price	Total Price			
<b>Computers</b>							
1.	HP(HP Pro 3090 MT, HP Elite 7100 MT) and IBM /Lenovo ( Model No :MT-M-7298-AU7, MT-M-9439-ADN9,MT-M-9439-DP2, MT-M-5899, MT-M-6076-AH2) Make.	35					
<b>Server ( IBM Make )</b>							
2.	Web Server ( Configuration Below )		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
3.	Content Server ( Configuration Below )		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
4.	Data Server ( Configuration Below )		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
<b>5. Server ( 1 &amp; 2 ) ( Configuration Below )</b>							
1 x QuadCore Intel Xeon Processor 3.4 GHz , 1 GB RAM , 146 x 2 GB ( for server 1 ) and 146 x 3 GB ( for server 2 )							
<b>Printer</b>							
6.	Deskjet Color A4 Size	8					
7.	Officejet Color A3 Size	1					
8.	Laserjet Mono	7					
9.	All in One ( Printer +Scanner+ Copier )	3					

10.	Dot-Matrix Printer	2			
Scanner					
11.	HP Scanjet 2400	1			
Plotter					
12.	HP Designjet Z 6100 PS	1			
13.	HP Designjet 500 PS	1			
UPSs					
14.	500 VA	15			
15.	650VA	6			
16.	1KVA	1			
17.	6 KVA	1			
Rate of new UPS' Battery					
18.	Rate of each battery of UPS	500 VA	650 VA	1 KVA	6 KVA
Router					
19.	CISCO Router 3845	1			
Switch					
20.	D-Link -24 Port	2			
21.	CISCO -24 Port	1			
22.	HP Procurve- 8 Port	1			
Fax Machine					
23.	Canon JX210P	1			
Xerox Machine					
24.	Canon iR32245	1			
25.	Canon iR2116J	1			

**CONTRACT AGREEMENT**

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

Agreement made this .....day.....(month) of Two Thousand and Twelve 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 of 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 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 29(1(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 the machine by the Authority outing to negligence on the part of the Agency ( tantamounting bad workmanship performance). The said Performance Guarantee shall be liquidated by the Authority in full or for such b 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 Tendering Authority to the Bidder as hereinafter mentioned the Bidder 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 Notice Inviting Tender No.....dated..... and WBF 2911(ii) shall be deemed to form and be read as an integrated part of the Agreement .
  - (iii) 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 WBF 2911(ii) and the conditions imposed in the work-order .
3. NKDA covenants to pay back the money withhold as Security Deposit 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 Tenderor 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

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