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**Notice Inviting Tender**

**Name of Work: Annual Maintenance Contract (AMC) For Computers (With Parts) at CCRT, HQ Delhi**

<http://ccrtindia.gov.in/>

Director, Centre for Cultural Resources and Training, New Delhi invites Annual Maintenance Contract (AMC) for Computers (With Parts) from the reputed and experienced Vendors/Firms dealing in the IT service domain and implementation as per General Terms and Conditions, Specifications and Schedule of work stated in this document.

Tender document and other details can be obtained from our website [www.ccrtindia.gov.in](http://www.ccrtindia.gov.in). Amendments, if any, will be notified on the above mentioned website. The following is the schedule of events for this tender:

Ernest Money Deposit (E.M.D)	:	Rs. 5,000/-
Publishing of Tender	:	04 <sup>th</sup> May 2022
Queries to be raised by	:	10 <sup>th</sup> May 2022
Meeting for pre-bid queries	:	12 <sup>th</sup> May 2022 at 11:00 AM
Last date of submission of tender	:	25 <sup>th</sup> May 2022 till 05:00 PM
Date of opening of Technical Bid	:	26 <sup>th</sup> May 2022 at 11:00 AM
Date of opening of Financial Bid	:	To be communicated later
Contact Details	:	Web Manager & IT Supervisor, IT Cell, CCRT, 15-A, Sector - 7, Dwarka, New Delhi - 110075 Telephone: (011) 25309300 Extn: 314 E-mail:- <a href="mailto:web.ccrt@nic.in">web.ccrt@nic.in</a>

## **Request for Proposal for AMC of Computers and Servers**

Centre for Cultural Resource and Training an autonomous body under Ministry of Culture (herein after referred to as "CCRT") invites sealed proposals from interested Service Providers for the Annual Maintenance Contract (herein after referred to as "The Contract") of various Computers and peripheral items installed at its Head Quarter, New Delhi on item rate basis.

**The following Annexure are part of the Tender documents:**

<b>Annexure - A</b>	Proposal Form
<b>Annexure - B</b>	Bidder's profile and other details
<b>Annexure - C</b>	Format of Financial proposal
<b>Annexure - D</b>	Format of Contract
<b>Annexure - E</b>	Format of Call status Report

### **1. Details of Hardware Assets proposed to be covered under the Contract**

- The types and quantities of hardware items are proposed to be covered under The Contract are furnished below :

<b>Sr. No.</b>	<b>Item wise Description (Computers)</b>	<b>Total Quantity</b>
1.	Intel i-7	08
2.	Intel i-5	03
3.	Intel i-3	24
4.	Intel Core Duo & Pentium IV	28
5.	Server 2008	04
6.	Laptop	05
<b>Total Systems</b>		<b>72</b>

- Based on re-assessment, the number of hardware items may be increased or decreased at the time of the contract or during the period of the Contract which may be included or excluded from the list.

### **2. Eligibility of vendor for participating in the bidding process:**

- The bidding firm (referred to as 'The Bidder' herein after in this RFP) should be a company registered in India under Indian Companies Act, 1956 or Indian Companies Act 2013.
- The Bidder must have its Branch Office in Delhi.
- The Bidder must have an average turnover of Rs. 4.00 Lakhs in the last **two Financial Years** (Audited Annual Financial Statement to be submitted as proof).

- The Bidder must have at least **three years'** experience in providing direct Annual Maintenance Contract support (not through franchisees/sub-contractors) to Financial Banks/Financial Institutions/State or Central Government Departments handling a minimum number of **40 hardware items** (including computers, peripherals ,networking and servers) every year. (Copies of work orders issued to the company by major clients during the **last three years shall be submitted.**)
- The location-wise list of hardware assets to be serviced will be provided to the bidder ultimately selected for entering into AMC (hereinafter referred to as 'The Successful Bidder' or 'The Contractor' in this RFP) before signing the Contract, so that the condition of the assets can be ascertained by them.
- The bidder should not have been black-listed by any Public Sector Bank/PSU/Government Department in the past. **A self-declaration letter by the bidder**, on the company's letter head should be submitted along with the bid.

### 3. Documents to be submitted with the proposal

- The proposals shall be submitted in a sealed cover super-scribed as "**PROPOSAL FOR AMC OF COMUTERS AND PERIPHERALS**", which should contain **two separate sealed covers for Technical and Financial Proposals**. The contents of each covers are given below.

Checklist of enclosures of cover containing Technical Proposal (super- scribed as "**TECHNICAL BID FOR AMC OF COMUTERS AND PERIPHERALS**")

- EMD will be deposited in favor of 'Director CCRT'.
- EMD Any bid without E.M.D will be straightway rejected.
- The E.M.D of unsuccessful bidders shall be returned/ refunded after finalization of the contract without any interest.
- The Bidder should ensure that all the mandatory items listed below along with the Annexure 'A' to 'C' are enclosed in the respective covers.
- In case the person signing the proposal is not the CEO/Managing Director of the bidding company, a letter authorizing the Bidder's representative to sign and submit the proposal on its behalf.
- Certificate of Incorporation under Companies Act 1956/2013
- Self Attested copy of GST registration certificate
- Self Attested copies of Audited Financial statements for the last two years.
- Address and phone number of the Office in Delhi from where the proposed AMC will be monitored.
- Address of the Directors with mobile number.
- Attested copies of the major purchase orders issued to the Bidder in each of the last three financial years (2019-20, 2020-21 and 2021-22).
- List of major clients being serviced at present in the following format:

Sl. No.	Name of the client	No. of hardware items serviced			Whether performance certificate enclosed
		Computers	Servers	Peripherals	

- Performance certificate from major clients being supported at present.
- A self-declaration from the bidder to the effect that the company has not been black-listed by any Public Sector Bank/PSU/Government Department in the past.

**Contents of Second sealed cover super-scribed as “FINANCIAL BID FOR AMC OF COMUTERS AND PERIPHERALS”**

**4. Financial Proposal** in the format provided in **Annexure C**

**5. Instructions / Important points related to preparation and submission of the proposals:**

- The Bidder must quote AMC rate for each and every item in **Annexure C**.
- The first cover titled TECHNICAL BID should contain all the documents listed under above mentioned point 3 and should NOT contain any Financial offer or information related with the tender.
- Both the Technical and Financial Proposals should be in clear words, categorically mentioning each and every term, rate etc. Any kind of ambiguous / obscure / unclear term may lead to the bid being disqualified. The authorized representative should invariably sign all the pages of the proposals.
- The Technical proposals will be evaluated as per the specified eligibility criteria. The decision of CCRT with regard to the pre-qualification criteria will be final. The Financial proposals of only those bidders who qualify in the Technical evaluation shall be opened.
- Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected accordingly. If the successful bidder does not accept the correction of the errors, its bid will be rejected.
- All the columns against each item should be filled invariably. The rank of The Bidder shall be decided as per the total amount calculated in this manner.
- CCRT reserves the right to accept or reject any or all tender without assigning any reason thereof. CCRT’s decisions in this regard shall be final and binding.
- If any time it is found that the information provided by the Bidder is false CCRT reserves the right to reject such bidders. CCRT’s decision in this regard will be final.
- CCRT reserves the right to accept or reject any or all the proposals or split the work to any other Contractor at the time of issuing work order or during the contract period without assigning any reasons for doing so.
- The Successful Bidder, on award of the Contract will have to submit a bank guarantee equal to **10%** of the cost of AMC (rounded off to the nearest hundred) amount from a leading Financial bank with validity up to the end of the contract period plus sixty days, within 15 days of award of the Contract.
- The Contract amount will be paid quarterly in arrears, less of applicable penalties, on submission of respective invoices.

- The successful bidder will have to enter into a written contract with CCRT in the format as per **Annexure D** on a **Rs.100/-** Non-judicial stamp paper within 15 days of being declared successful.

**The last date for submission of the bids is 17<sup>th</sup> May 2022 (till 5 p.m.)**

- The technical bids will be opened at **11 a.m. on 18<sup>th</sup> May, 2022** at the Head Office of CCRT in the presence of members of a constituted committee of CCRT officials
- The Financial bids will be opened at the Head Office of CCRT in the presence of the members of a constituted committee of CCRT officials.
- In case of any unforeseen reasons, the date of opening of the Technical and Financial bids will be postponed to any other convenient date and time, after informing the matter to the bidders through e-mail.
- The bids shall be submitted at the following address:

**The Director  
Centre for Culture and Resource Training (CCRT)  
Plot No. 15A, Sector 7,  
Dwarka, New Delhi-110075**

For any query on the matter, the bidders may contact over telephone No: 011-25309300

**Place: New Delhi**

**Date:**

**Director, CCRT**

**PROPOSAL FORM**

**The Director  
Centre for Culture and Resource Training  
Plot No. 15A, Sector 7,  
Dwarka,  
New Delhi-110075**

**Subject: Proposal for Annual Maintenance Contract of Computer hardware and peripherals installed at CCRT Delhi.**

**Ref: RFP No: CCRT/31013/1/2022**

Having examined the above mentioned Request-for-Proposal Document along with its annexure, we, the undersigned, offer to agree to all the terms and conditions specified by CCRT to execute Annual Maintenance Contract in conformity with the said Proposal documents for the sum specified in our Financial Proposal which is submitted in separate sealed cover along with this Proposal form.

We undertake, if our Proposal is accepted, to execute the Annual Maintenance Contract in accordance with the Terms & Conditions specified in the Request for Proposal cited.

If our Proposal is accepted, we will submit the guarantee of a bank in a sum equivalent to **10% of the Contract Price** for the due performance of the Contract, in the form prescribed by CCRT.

We agree to abide by all the terms and conditions of the RFP document referred above and the rates quoted therein for the orders awarded by CCRT.

Until a formal contract is prepared and executed, this Proposal, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

**We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".**

We understand that CCRT has the complete and absolute right to accept or reject any proposal at its sole discretion.

**Date:**

**Place:**

**Signature of the authorized person with seal**

**BIDDER'S PROFILE AND OTHER DETAIL****Part 1: Basic Information**

S. No.	Particulars	Remarks
1.	Name of the Applicant and address of the Registered office.  (Addresses and phone numbers of the Directors and the main office in Kerala from where the proposed AMC services will be handled)	
2.	Date of establishment	
3.	Whether the company is Private Ltd. or Proprietary company	
4.	No. of years of experience in computer hardware field	
5.	Yearly turnover of the Organization during last 2 Financial Years: (Enclose copy of audited Balance Sheet of last 2 years)	
6.	Permanent Account No.	
7.	GSTIN	
8.	Whether any civil suit/litigation/arbitration was arisen in the contracts executed by the bidder during the last 5 years?  If yes, please furnish the details:	

(Attach a brief profile of the company)

**Part 2: Work capability and previous experience**

List of 5 most important projects of value above Rs. 04 Lakh completed by the Bidder during the last 3 years:

Sr. No	Name of the Project and location	Name & full postal address of the Client. Also indicate whether Govt. or Private body with full postal address.	Contract Amount (Rs.)	Contract period with starting and ending dates		Whether work was left incomplete or contract was terminated from either side.
				Stipulated	Actual	

Certified that the details furnished above are true and correct to the best of our knowledge and belief.

**Date:**

**Place :**

**Signature of the authorized person with seal**

**FORMAT OF FINANCIAL PROPOSAL**

(No changes to the format is acceptable)

CCRT's RFP Ref: **CCRT/31013/1/2022**

Bidder's Ref: .....

Date: .....

Name of the Bidding Company: .....

**Rates Offered****(Amount in Rs.)**

Sl. No.	Item Description	Unit	Qty.	Applicable HSN/ SAC Code	Unit Rate for AMC without GST (Rs.)	GST Rate (%)	GST Value AMC (Rs.)	Total Value for AMC (Inclusive Tax) (Rs.)
			<b>A</b>		<b>B</b>	<b>C</b>	<b>D=B+C</b>	<b>E=Ax(B+D)</b>
1	DESKTOP COMPUTERS	Nos	63					
2	SERVER 2008	Nos	04					
3	LAPTOP COMPUTERS	Nos	05					
	<b>Total Quoted Value for AMC with GST (Rs.) in words</b>							
	<b>Total Quoted Value for AMC with GST (Rs.) in figures</b>							

**Grand Total in words (Rupees .....****..... only.****Date:****Place :****Signature of the authorized person with seal**



**FORMAT OF CONTRACT FOR MAINTENANCE OF COMPUTERS AND PERIPHERALS**

THIS CONTRACT made this \_\_\_\_\_ day of \_\_\_\_\_ 2022 BETWEEN CCRT an autonomous body under Ministry of Culture its Head Office at Plot No. 15A, Sector 7, Dwarka, New Delhi-110075, India (hereinafter referred to as "CCRT"), which expression shall include its successors and assigns and \_\_\_\_\_ (hereinafter called "The Contractor") which expression shall include its successors and assigns.

WHEREAS The Contractor has agreed to provide and CCRT has agreed to accept from The Contractor, repair and maintenance service for the computer hardware and peripherals (hereinafter called Equipment) listed in Annexure – A to C, hereto as amended from time to time, subject to CCRT paying charges to The Contractor on the terms and conditions specified hereunder.

In consideration of the contract, it is agreed between the parties as below:

This contract will be valid for the period **from the date of Start of Contract conforming** to clause 1.1 herein (herein after referred to as "The Contract Period").

As on date of contract, the contract is valued for Rs. \_\_\_\_\_ inclusive of all taxes (in words) Rupees \_\_\_\_\_ except GST which shall be payable over and above the contracted amount at the applicable rates. The liability of remitting the GST in accordance with the extant guidelines will vest with The Contractor. The applicable GST shall be duly mentioned in the invoices.

The list of hardware forms an integral part of this contract.

The number of hardware items may be increased or decreased during The Contract Period which may be included or excluded from the list and the location of the equipment's may also be changed. The rate quoted will also be applicable for the items included or excluded during The Contract Period.

**1. COMMENCEMENT AND TERM:**

- i. **The Annual Maintenance Contract will be valid for a period of one year from the start date of the contract.** It shall, however, be renewable for maximum 2 years at the same rates and conditions as per satisfactory services rendered by the Contractor at the sole discretion of CCRT.
- ii. Upon termination of the contract, each party shall forthwith return to the other all papers, material and other properties of the other held by each during the subsistence period of the contract. In addition each party will assist the other party in the orderly termination of this contract on the transfer of all aspects hereof, tangible and intangible, as may be necessary for the orderly, non-disrupted business continuation of each party.
- iii. Individual items of equipment, and repair and maintenance service charge for such Equipment, may be added to or withdrawn from the Contract by mutual written consent of both parties; PROVIDED ALWAYS that such consent is not unreasonably withheld. In the event that individual items of equipment are added to the Contract, it may involve additional maintenance charges. In the event that individual items of Equipment are withdrawn from the Contract, as described herein, then any monies prepaid on such Equipment shall be held to the credit of CCRT's.

## **2. CHARGES:**

- i. The charges payable by CCRT to The Contractor for the repair and maintenance services described herein are indicated in Annexure- A to C and unless provided for elsewhere herein, no additional charges shall be claimed by The Contractor.
- ii. The Contractor shall duly submit to CCRT their invoice(s) for payments in accordance with the CONTRACT.
- iii. The AMC charges will be released on quarterly basis, subject to The Contractor submitting to our office, 'Satisfactory Service Reports' from all the departments and no advance payment shall be made by CCRT.
- iv. CCRT may decide to add or remove certain computers or peripherals from the AMC at any point of time during the Contract. Payment for any inclusion / deletion of computer, printer, scanner, and other peripherals during The Contract Period will be calculated on pro-rata basis.
- v. The Contractor, shall, during the currency of the contract will not increase the charges. The annual maintenance cost shall be paid in Quarterly installments within thirty (30) days from the date of completion of respective Quarter or submission of invoice whichever is later, subject to satisfactory services rendered, and from the date of AMC at the rates indicated in contract.
- vi. The invoices for AMC shall be inclusive of all GST which shall be payable at the extant rates as notified by the Government from time to time.
- vii. In case The Contractor is not able to accept the contract after it is awarded to it or if it is not able to do the work to CCRT's satisfaction after accepting the contract, he will be liable to pay damages to CCRT including the extra rate, which CCRT will have to pay to any other vendor for getting such work done.
- viii. The above act (2.vii) of backing out would automatically debar The Contractor from any further dealings with CCRT.

## **3 REPAIR AND MAINTENANCE SERVICE:**

During the term of the CONTRACT, The Contractor shall maintain the Equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance service:

- a) The Contractor shall rectify any defects, faults and failures in the Equipment and shall repair and replace worn out of defective parts of the Equipment during CCRT's working hours i.e. from 09.00 a.m. to 5.00 p.m. on working days (other than government holidays). In cases where unserviceable parts of the Equipment need replacement The Contractor shall replace such parts, at no extra cost to CCRT, with brand new parts or those equivalent to new parts in performance.
- b) The Contractor has to agree that special arrangements may be made by CCRT to have such maintenance service provided outside the hours specified in 3.1 (a) in such event no extra charges shall be payable by CCRT to the Contractor.
- c) The Contractor shall provide repair and maintenance service. The maximum response time for a maintenance complaint (i.e. time required for The Contractor maintenance engineers to report to CCRT after a request call is made ) shall not exceed 24 hours from the receipt of such communication.

- d) The Contractor shall ensure that faults and failures intimated by CCRT as above are set right within 24 hours of diagnosis of the problem if any part is to be replaced.
- e) All engineering changes generally adopted hereinafter by The Contractor for equipment similar to that covered by this Contract, shall be made to the Equipment at no cost to CCRT.
- f) **Preventive Maintenance:** The Contractor shall conduct Preventive Maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the Equipment, and necessary repairing of the Equipment) once within the first 15 days of the commencement of The Contract Period and once within the first fifteen days of every subsequent quarter during the currency of this CONTRACT on a day and time to be mutually agreed upon. Notwithstanding the foregoing, The Contractor recognizes CCRT's operational needs and agrees that CCRT shall have the right to require The Contractor to adjourn preventive Maintenance from any scheduled time to a date and time not later than 15 working days thereafter.
- g) All repair and maintenance services described herein shall be performed by qualified maintenance engineers of The Contractor who are well familiar with the Equipment.
- h) The Contractor shall not outsource any activity comes under the scope of this contract.
- i) The Contractor shall ensure that the service engineers shall invariably produce identity card issued by The Contractor at the time of dealing with Equipment at CCRT's site.
- j) The Contractor shall maintain at CCRT's site, a written maintenance and repair log; and shall record therein each incident of Equipment malfunction, date and time of commencement and successful completion of repair work and nature of repair work performed on the Equipment together with a description of the malfunction or the cause for work, by description of the malfunction. CCRT shall use the same log for recording the nature of faults and failures observed in the Equipment, the date and time of their occurrence and the date and time of their communication to The Contractor.

Any worn out or defective parts withdrawn from the Equipment and replaced by The Contractor shall become the property of The Contractor and if CCRT pays for the replaced part, the same shall become the property of CCRT; AND the parts replacing the withdrawn parts shall become the property of CCRT.

No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by the either, whether express or implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach.

The Contractor will accomplish preventive and breakdown maintenance activities to ensure that the entire hardware performs without defect or interruption for at **least 99% uptime** for 24 hours a day, 7 days a week of operation of the machine, worked on a quarterly basis. If any critical component of the entire configuration is out of service for more than a day, The Contractor shall either repair the defective unit within 48 hours or immediately replace the defective unit or provide a standby with equal configuration at its own cost. The Contractor will respond to complaint within two (2) hours and visit site & commence repair work on the equipment within 24 hours of being notified of equipment malfunction if it is at location of service centre and within 48 hours otherwise.

#### **4. PENALTY**

- It is expected that the average downtime of an item will be less than half the maximum downtime as mentioned in clause. In case an item is not usable beyond the stipulated maximum downtime, The Contractor will be required to arrange for an immediate replacement of the same until it is repaired. Failure to arrange for the immediate repair/replacement will be liable for penalty of 3% of AMC rate of the particular item per day per item until the issue is resolved. The penalty per instance is subjected to a maximum of the AMC charges payable to the item during The Contract Period; within the overall ceiling of 10% of total AMC cost during The Contract Period. The amount of penalty will be recovered from The Contractor from annual maintenance charges/deposit given by Vendor and/or by lodging a claim against The Contractor, as the case may be. In the event of annual maintenance charges not sufficient to set off the liability of The Contractor under this head CCRT shall be at liberty to proceed legally against The Contractor for recovery of the balance amount as may be advised.

## **5. SCOPE OF WORK**

- The contract will be on **comprehensive onsite** basis inclusive of repairs and replacement of spare parts including all plastic parts, without any extra payment.
- The Contractor will be required to provide maintenance for operating systems, installation or re-installation of operating systems, installation of software, installation and configuration of peripherals like printers, scanners as required by CCRT from time to time and require assistance in data recovery, pre-emptive action against virus detection/removal.
- Services will include configuring computers for using various application software being used by CCRT. CCRT will provide the required software.
- Replacement of parts will be at The Contractor's cost with original spares of the brand/make/model of the computer or reputed makes with best quality spares. AMC vendor should keep sufficient spares at their office and should provide replacement parts including motherboard, hard disks, DVD-Drives, keyboard, mouse, power supplies, memory, monitors etc. within a reasonable period and in no case more than 03 working days.
- The Contractor would also be required to install CCRT's licensed version of antivirus and other authorized software and patches as and when required.

## **6. FORCE MAJEURE:**

- Neither PARTY shall be liable for delay in performing obligations or for failure to perform obligations if the delay or failure results from any of the following (whether happening in India or elsewhere) force majeure. Act of God, or any governmental act, fire, earthquake, explosion, accident, industrial dispute, civil commotion, or anything beyond the control of either party. The parties shall use all reasonable endeavors to minimize any such delay. Upon cessation of the event giving rise to the delay the parties shall insofar as may be practicable under the circumstances complete performance of their respective obligations hereunder. Notwithstanding the foregoing, if any of the above mentioned events shall preclude The Contractor from meeting any or all of its obligations hereunder, for a period of more than 3 months, from the date of occurrence of such event, it shall be open to either party to rescind this contract by giving 1 months' notice.

## **7. SUBCONTRACTING**

- The Contractor will not subcontract or permit anyone other than The Contractor's personnel to perform any of the work, services or other performance required of The Contractor.

## **8. EQUIPMENT ATTACHMENTS**

- CCRT shall have the right to make changes and attachments to the Equipment, provided such changes or attachments do not prevent proper maintenance, from being performed, or unreasonably increase The Contractor's cost of performing repair and maintenance service

## **9. SECURITY**

- The Contractor and its personnel shall at all times comply with all security regulations in effect from time to time at CCRT's premises and externally for materials belonging CCRT.
- The Contractor shall not copy any software, document or data existing on the hardware or indulge in any other act which may cause malicious damage to the systems. Violation of the same is liable to attract penalty/punishment under IT Act 2000 as amended from time to time.

- The Contractor shall perform entire work of maintenance/ repairs under the supervision of CCRT's staff unless permitted otherwise.

#### **10. CONFIDENTIALITY:**

- The Contractor has to acknowledge that all material and information which has or will come into its possession or knowledge in connection with the Contract or the performance hereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to CCRT will at all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of the Contract and to release it only to employees requiring such information, and not to release or disclose it to any other party. The Contractor shall take appropriate action with respect to its employees to ensure that the obligations of non-use and nondisclosure of confidential information under this Contract are fully satisfied.

#### **11. LIABILITY AND INDEMNITIES:**

- The Contractor represents and warrants that the repair and maintenance service/products hereby sold do not violate or infringe upon any patent, copyright, trade secret, or other property right of any other person or other entity. The Contractor agrees that it will, and hereby doth, indemnify CCRT from any claim, or demand, action or proceeding directly or indirectly resulting from or arising out of any breach or alleged breach of this warranty.
- Notwithstanding anything contained herein, CCRT shall not be liable for any loss/compensation/damages, etc. whatsoever in connection with/relating to the accident/injury/death of any employee of the Company who is/are deputed for any Maintenance/service under this contract either in the premises of CCRT or elsewhere.

#### **12. BUSINESS TERMINATION:**

- In the event that The Contractor shall cease conducting business in the normal course, or wind up, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to any proceeding under any act or statute of any country or state relating to insolvency or the protection of right of creditors, then (at the option of CCRT notwithstanding clause 1.1 of the Contract) this Contract shall forthwith stand terminated and be of no further force and effect and any property or rights of such other party, tangible or intangible shall forthwith be returned to it.

#### **13. TERMINATION OF THIS CONTRACT:**

- The Contract may be terminated by either party in any of the following circumstances:
  - a) Under the provision of clause 1.1 of this Contract, unless renewed further at the sole discretion of CCRT.
  - b) If CCRT does not make payments due to The Contractor under this Contract in terms of clauses 2.1 and 2.2 above.
  - c) If The Contractor does not agree to make necessary changes in the amount payable by CCRT as per provisions of clause 2.4 of this Contract.
  - d) If The Contractor does not carry out its obligations under the provision of clause 5.

- e) Under the provision of clause No. 12 of this Contract.
- f) By giving one month notice of such termination to the other by either of the parties to this Contract.

**14. GENERAL:**

- Marginal notes and headings are for guidance only and are not intended to be read or construed as part of this Contract.
- No amendment to this Contract shall be effective unless it is in writing and signed by duly authorized representatives of both parties.
- Each party warrants and guarantees that it has full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each has been properly authorized and empowered to execute this Contract. Each party further acknowledges that it has read and understood this Contract and agrees to be bound by it.
- Words imparting the singular include the plural and vice versa.

**15. TERMS OF INVOICES SUBMITTED BY THE CONTRACTOR:**

- The Contractor shall submit to CCRT their invoices for payment of the above periodical charges on completion of each quarter during the term of the Contract. Such invoices shall be payable by CCRT within 30 days of receipts. (Subject to the provision of clause 4.1 of the Contract).

**16. The instruction/ General Terms and Condition of NIT will also part of contract.**

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS CONTRACT ON THE ABOVE MENTIONED DATE.

Signature and Seal

In capacity of \_\_\_\_\_  
(Designation)

of M/s \_\_\_\_\_  
(The Contractor)

AND

The Director CCRT \_\_\_\_\_

**FORMAT OF THE DAILY CALL STATUS REPORT TO BE SUBMITTED IN SOFT FORM TO CCRT BY  
THE CONTRACTOR**

CALL LOGGING DETAILS							CALL CLOSING STATUS				
Call No.	Date: Call logged in	Time: Call logged in	Logged by	Department	S. No. of the unit	Problem Reported	Date: Attended on	Time: Attended on	Date: Call closed on	Time: Call closed on	Fault analysis

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