

Annexure

CONTRACT AGREEMENT

(to be executed by the bidder on award of the contract)

This agreement made on this day of
..... between **North East Centre for Research and Development (NECRD), IGNOU, Sixmile, Guwahati 781 022** (hereinafter referred to as “NECRD” which expression shall include its administrators, successors, executors and assigns) of the one part and (*name of contracting supplier*), a supplier/firm incorporated under the having its registered Office at (hereinafter referred to as “Contractor”, which expression shall include its administrators, successors, executors and permitted assigns) of the other part.

WHEREAS Indira Gandhi National Open University, New Delhi has authorised NECRD, IGNOU, Six Mile, Guwahati 781 022 to invite offers from govt. registered firms/manufacturers/dealers/suppliers for the supply, installation and maintenance of Generator System, Air Conditioner, Television, and LCD projector vide tender F. NO. IG/NECRD/09-10/Off. Equip/86/203 Dated 16th July 2010.

AND WHEREAS

* had participated in the above referred invitation vide their proposal no. dated and NECRD accepted their aforesaid proposal and designated * on terms and conditions contained in the above referred F. NO. IG/NECRD/09-10/Off. Equip/86/203 Dated 16th July 2010 with draft purchase order and the documents referred to therein. Based on this, the NECRD has issued purchase order no. dated which have been accepted by * resulting into a “Contract”.

NOW THEREFORE THIS DEED WITNESS AS UNDER:-

Article 1: AWARD OF CONTRACT

1.1 NECRD has awarded the contract to * for the work of supply, installation and maintenance of supplied equipment for, on the terms and conditions contained in its letter of intent/Purchase order no.

* Brief name of the contractor

dated..... and the documents referred to therein. The award has taken effect from i.e. the date of issue of the aforesaid letter. The terms and expressions used in this Agreement shall have the same meaning as are assigned to them in the “Contract Documents” referred to in the succeeding Article.

Article 2: CONTRACT DOCUMENTS

The contract shall be performed strictly as per the terms and conditions stipulated as per the following documents attached herewith (hereinafter referred to as “Contract Documents”):

- i) Tender Notice F. No. IG/NECRD/09-10/Off. Equip/86/203 Dated 16th July 2010
- ii) Schedule and Technical Specification (including if any) as per the tender notice F. No. IG/NECRD/09-10/Off. Equip/86/203 Dated 16th July 2010
- iii) * proposal no. dated along with proposal sheets, payment terms and work schedules submitted by contractor .
- iv) Agreed conditions for supply and service as per the tender notice F. NO. IG/NECRD/09-10/Off. Equip/86/203 Dated 16th July 2010
- v) NECRD’s Letter of Intent/Purchase Order no. dated duly accepted by the contractor.

All the aforesaid contract documents shall form an integral part of this Agreement, in so far as the same or any part thereof conform to the said documents and what has been specifically agreed to by NECRD in its Purchase Order. Any matter inconsistent therewith, contrary or repugnant thereto or any deviations taken by the contractor in its “Proposal” but not agreed to specifically by NECRD in its Purchase Order shall be deemed to have been withdrawn by the contractor. For the sake of brevity, this Agreement along with its aforesaid contract documents shall be referred to as the “Agreement”.

Article 3: CONDITIONS AND COVENANTS

The scope of contract, consideration, terms of payment, price adjustment, taxes wherever applicable, insurance, liquidated damages, performance guarantee and all other terms and conditions are contained in NECRD's Purchase Order No..... dated..... read in conjunction with other aforesaid contract documents. The contract shall only be performed by the Contractor strictly and faithfully in accordance with the terms of the Agreement.

The scope of work shall also include supply and installation of all such items which are not specifically mentioned in the contract documents, but which are needed for successful, efficient, safe and reliable operation of the equipment unless otherwise specifically excluded in the purchase order.

The Contractor shall provide comprehensive onsite support for all equipment during the warranty period. The service levels shall be as per the conditions given in the tender papers.

3.1 TIME SCHEDULE

Time is the essence of the contract and schedules shall be strictly adhered to. The contractor shall perform the work in accordance with the agreed schedule as given in letter of intent/purchase order.

The Contractor guarantees that the equipment package under the contract shall meet the ratings and performance parameters, as stipulated in the Technical Specifications and in the event of any deficiencies found in the requisite performance figures, the NECRD may at its option reject the equipment package or alternatively accept it on the terms and conditions and subject to levy of the liquidated damages in terms of contract documents. The amount of liquidated damages so leviable shall be in accordance with the contract documents and without any limitation.

It is further agreed by the contractor that the contract performance guarantee shall in no way be construed to limit or restrict the NECRD's right to recover the damages/compensation due to short-fall in the equipment performance. The amount of damages/compensation shall be recoverable either by way of deduction from the contract price, contract performance guarantee and/or otherwise.

This agreement constitutes full and complete understanding between the parties. Any modification of the Agreement shall be effected only by a written instrument signed by the authorised representatives of both the parties.

The supplier shall not be considered defaulting, if delay in delivery occurs due to causes beyond his control (force majeure) such as natural calamities, civil wars, strikes, fire, floods, riots etc. In

the event of delay due to such causes delivery schedule will be extended for a length of time equal to the period lost, subject to such occurrence in quickest possible means, but not later than 15 days of such occurrence.

Article 4: SETTLEMENT OF DISPUTES

Any dispute or difference whatsoever arising between parties shall, unless resolved amicably, be settled by existing government law in court of Guwahati.

Notice of default given by either party to the other party under the Agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto if delivered against acknowledgement or by telex or by registered mail with acknowledgement due, addressed to the signatories at the address mentioned hereinabove.

IN WITNESS WHEREOF, the parties through their duly authorised representatives have executed these presents (execution whereof has been approved by the competent authorities of both the parties) on the day, month and year first above mentioned at Thiruvananthapuram.

for NECRD, IGNOU

for Contractor

(Signature)

(Contractor's signature)

(Name)

(Contractor's name)

(Designation)

(Designation)

(Seal)

(Seal)

Witnesses:

Witnesses:

1.

1.

2.

2.

**This agreement is to be signed by both the parties (NECRD and successful bidder) on non judicial stamp paper of Rs.100.00